

STATE OF NEBRASKA CONTRACT AWARD

PAGE 1 of 1	PRINT DATE 3/26/2026
BUSINESS UNIT 27205300	BUYER DANA CRAWFORD-SMITH (NDOT)
VENDOR NUMBER: 2000692	
VENDOR ADDRESS: PILOT TRAVEL CENTERS LLC PO BOX 10146 KNOXVILLE TN 37939-0146	

CONTRACT NUMBER
115421 04/UY2606

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE PERSONAL PROPERTY AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

MAY 01, 2026 THROUGH APRIL 30, 2032

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE PERSONAL PROPERTY AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Contractor shall be responsible to provide, build, own, and operate direct current fast charging (DCFC) stations at Location 7, Omaha. The Contract includes the option to renew for two (2) additional one (1) year periods upon mutual agreement of the Contractor/Vendor and Nebraska Department of Transportation (NDOT). The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor/Vendor and NDOT.

Original Bid Document 123703 Z6
ACT Contract #UY2606
ACT Contractor #9D95

Vendor Contact Information
Name: Brandon Trama
Phone: 865-206-6014
Email: brandon.trama@pilottravelcenters.com

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	NEVI DESIGN & PROCUREMENT LOCATION 7 OMAHA	1.0000	LS	380,493.0000	380,493.00
2	20% FUNDING DEDUCTION LOCATION 7 OMAHA	1.0000	LS	-76,098.6000	-76,098.60
3	NEVI CONSTRUCTION LOCATION 7 OMAHA	1.0000	LS	548,538.0000	548,538.00
4	20% FUNDING DEDUCTION LOCATION 7 OMAHA	1.0000	LS	-109,707.6000	-109,707.60
Total Order					743,224.80

DocuSigned by:
Vendor Signature: Brandon Trama
C19CA2738C804B2...
Vendor Name Printed: Brandon Trama
Date: April 1, 2026

Signed by:
Rita Kucera
97519D62FFCF480...
AGENCY SIGNATURE
April 1, 2026 R4350Q[NISK0001]NISK0001 20210628

**ADDENDUM to Contract Award
Terms and Conditions**

Contract 115421 O4 / UY2606

**NEVI Formula Program
Between**

The Nebraska Department of Transportation and Pilot Travel Centers LLC

This Addendum is made by the Nebraska Department of Transportation and Pilot Travel Centers LLC, parties to Contract Number 115421 O4 / UY2606, and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract as follows:

By signing this Addendum, the Contractor acknowledges and agrees the Minor Categorical Exclusion (MCE) for Electric Vehicle Charging Stations form and Federal Highway Administration (FHWA) Form 1273, both attached to this Addendum, are hereby incorporated into and made part of the terms and conditions of this contract by reference and shall be binding as fully set forth herein.

This Addendum and any attachments hereto will become part of the contract. Except as set forth in this Addendum, the contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the contract or any earlier Addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Nebraska Department of Transportation

Signed by:

By: *Rita Kucera*
97519D62FFCF460...

Name: Rita Kucera

Title: NDOT Materiel Administrator

Date: April 1, 2026

Pilot Travel Centers LLC

DocuSigned by:

By: *Brandon Trama*
C19CA2738C804B2...

Name: Brandon Trama

Title: Head of Vehicle Electrification

Date: April 1, 2026



Minor Categorical Exclusion for Electric Vehicle Charging Stations

Under the *Memorandum of Understanding Between Federal Highway Administration, Nebraska Division and the Nebraska Department of Transportation, State Assumption of Responsibility for Categorical Exclusions*, as authorized by 23 USC §326 (herein referred to as the CE MOU and CE Assignment), the Federal Highway Administration (FHWA) has delegated approval authority of certain Categorical Exclusion (CE) actions to the Nebraska Department of Transportation (NDOT).

NDOT has determined that technical resource reviews from the following Professionally Qualified Staff (PQS) are required for actions that comply with the terms and conditions of this MCE: Threatened and Endangered Species and Section 106. A T&E PQS determination of "No Effect" or "May Affect, Not Likely to Adversely Affect" is allowable with this MCE if no consultation with the resource agencies was required. A Section 106 determination of "undertakings with Minimal Potential to Cause Effects", resulting in *no historic properties affected* is allowable with the MCE. Activities addressed by this MCE, which are not part of a larger undertaking, shall be administered in accordance with following criteria to satisfy NDOT's CE assignment responsibilities.

Scope of Work – Electric Vehicle (EV) Charging Stations

Activities include:

- ☒ Installing new EV Charging Station(s): Level 1, Level 2, and/or Direct Current (DC) Fast Charging
- ☐ Modifying existing EV Charging Station(s): Level 1, Level 2, and/or Direct Current (DC) Fast Charging
- ☐ Operating existing EV Charging Station(s): Level 1, Level 2, and/or Direct Current (DC) Fast Charging
- ☐ Removing existing EV Charging Stations(s): Level 1, Level 2, and/or Direct Current (DC) Fast Charging
- ☐ Traffic control necessary for the installation of the pavement markings, including road closures/detours lasting less than 24 hours

The conditions stipulated below for the application of this MCE are set forth in the U.S. Department of Energy's (DOE's) Electric Vehicle Charging Stations CE that was adopted by the U.S. Department of Transportation under Section 109 of NEPA. [PL 91-190, As Amended Through PL 118-5](#). DOE's electric vehicle charging stations CE is codified in DOE's NEPA procedures as [CE B5.23 of 10 CFR part 1021, subpart D, appendix B](#).

The installation, modification, operation, and removal of electric vehicle charging stations, using commercially available technology, shall be within a previously disturbed or developed area.

Covered actions are limited to areas where access and parking are in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

“Previously disturbed or developed” refers to land that has been changed such that its functioning ecological processes have been and remain altered by human activity. The phrase encompasses areas that have been transformed from natural cover to non-native species or a managed state, including, but not limited to, utility and electric power transmission corridors and rights-of-way, and other areas where active utilities and currently used roads are readily available. 10 CFR 1021.410(g)(1).

In order to apply this MCE, the proposed project must also be one that would not:

1. Threaten the violation of applicable statutory, regulatory, or permit requires for environment, safety, and health, or similar requirements of DOT or Executive Orders;
2. Require siting and construction of major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators);
3. Disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases;
4. Have the potential to cause significant impacts on environmentally sensitive resources. Environmentally sensitive resources include, but are not limited to:
 - a. Properties of historic, archeological, or architectural significance;
 - b. Protected or listed threatened or endangered species or their habitat;
 - c. Floodplains and wetlands;
 - d. Wilderness areas, national parks, national monuments, national natural landmarks, wild and scenic rivers, and wildlife refuges;
 - e. Prime or unique farmland; and
 - f. Special sources of water (such as wellhead protection areas)
5. Involve genetically engineered organisms, synthetic biology, governmentally designated noxious weeds, or invasive species, unless the proposed activity would be contained or confined in a manner designed and operated to prevent unauthorized release into the environment.

Application of this MCE is dependent upon adherence with the following commitments. These Commitments shall be included in project-specific “Green-Sheets” and/or project agreement documents along with project-specific commitments included in the Threatened and Endangered Species and Section 106 PQS memos.

To avoid impacts to the community:

- Any closures to the roadway will be for short duration (less than 24 hours). Closures or detours shall be adequately signed. Emergency services shall be given adequate notice of any closures. (Contractor)
- The Contractor shall ensure recreational trail crossings remain accessible through the use of flaggers. (Contractor)

- The Contractor shall not complete work, stage, stockpile or store materials within the boundaries of public parks, recreation areas and wildlife refuges and access shall be maintained at all times. (Contractor)
- A minimum of one news release shall go to all local and area media, and be posted on the NDOT website, prior to the start of construction work. (NDOT District, NDOT Communications)

To avoid impacts to Wetlands, Waters of the United States, and Stormwater:

- The Contractor shall not stage, store, waste or stockpile materials and equipment in undisturbed locations, or in known/potential wetlands and/or known/potential streams that exhibit a clear "bed and bank" channel. Potential wetland areas consist of any area that is known to pond water, swampy areas or areas supporting known wetland vegetation or areas where there is a distinct difference in vegetation (at lower elevations) from the surrounding upland areas. (Contractor)
- The Contractor shall conduct refueling only within non-wetland and non-stream locations. Areas adjacent to wetlands and/or streams will be avoided. The Contractor shall be responsible for cleanup of spilled fuel or any other Hazardous Materials, such as engine oil, hydraulic fluid, antifreeze, etc. The Contractor is required by NDOT's Standard Specification Section 107 (Legal Relations and Responsibilities to the Public) to handle and dispose of contaminated material in accordance with applicable laws. The Contractor shall follow Nebraska Department of Environment and Energy (NDEE) notification procedures for all spills in excess of a reportable quantity as defined by NDEE Title 126, Chapter 18.
- Temporary water pollution prevention practices (including sediment and erosion control measures) are required by Nebraska State Title 119. The Contractor shall exercise every reasonable precaution throughout the life of the contract to prevent sedimentation within rivers, streams, impoundments (lakes, reservoirs, etc.), the project site, and adjacent property. (Contractor)

To avoid Hazardous Material concerns:

- Any items that may contain hazardous materials, such as lead-based paint or asbestos, must be properly handled and disposed of as outlined in the standard specifications. (Contractor)
- If contaminated soils/groundwater or unexpected wastes are discovered, The Contractor shall stop all work within the immediate area. The Contractor shall secure the area of the discovery and notify the NDOT Highway Project Manager (HPM). The Contractor shall not re-enter the discovery area until notified by the HPM. At the time of discovery, the HPM and Contractor shall utilize the NDOT Unexpected Waste Action Plan (UWAP) to coordinate appropriate actions. The actions to be carried out by the HPM are (but not limited to): verification that the Contractor has suspended construction activities in the area of the discovery, contact the Environmental Section Manager and make an entry into Site Manager that an unexpected waste discovery was made. The HPM shall then utilize the UWAP Notification Form (NDOT Form 691) to properly document the extent and type of waste. The HPM will ensure that proper disposal of the waste and any required health

and safety mitigation is implemented by the Contractor. The Contractor is required by NDOT's Standard Specification section 107.11 (Hazardous Material Discoveries) to handle and dispose of regulated material in accordance with applicable laws.

Contractor Commitment: If contaminated soils/groundwater or unexpected wastes are discovered, The Contractor shall stop all work within the immediate area. The Contractor shall limit access to authorized personnel within the area of the discovery and notify the NDOT Highway Project Manager (HPM). The Contractor shall not re-enter the discovery area until notified by the HPM. At the time of discovery, the HPM and Contractor shall utilize the NDOT Unexpected Waste Action Plan (UWAP) to coordinate appropriate actions. The Contractor is required by NDOT's Standard Specification section 107.11 (Hazardous Material Discoveries) to handle and dispose of regulated material in accordance with applicable laws.

Individual project actions approved under this MCE shall be reviewed to ensure unusual circumstances as outlined by 23 CFR 771.117(b) do not exist. If an unusual circumstance is identified, see Chapter 2 of the Environmental Procedure Manual (EPM) for guidance on selecting the appropriate Class of Action.

This MCE is consistent with the Statewide Long Range Plan, the Statewide Transportation Improvement Program (STIP), and applicable Metropolitan or Rural Planning Organizations' Transportation Improvement Programs (TIPs) and Long Range Transportation Plans, and is exempt from regional air quality conformity determinations (40 CFR parts 51 and 93).

Use of this MCE is only allowed if all criteria set forth herein are met.

NDOT Project-Specific Verification

Date: 12/23/25

List of Attachments:

Applicant Name: Pilot Travel Centers, LLC

☒ Site Map

Proposed Location: 15010 S. N-31, Gretna

☒ PQS determinations from Threatened & Endangered Species and Section 106

Project Number: NEVI-FY26(002)

☒ Other (please describe):

Control Number: 23007

NDOT-530

The above listed project has been determined to comply with the terms and conditions of this MCE and NDOT has verified the following:

- ☒ The Project Sponsor has verified the project activities are not part of larger undertaking.
- ☒ The Project Sponsor will verify that Environmental Commitments listed in this MCE have been included in project Green Sheets and/or appropriate project agreement documents.
- ☒ The NDOT NEPA Specialist has verified that no unusual circumstances have been identified.
- ☒ The NDOT NEPA Specialist has verified the activities will not occur on brick streets or brick highways.

Project Sponsor:

Jeni Campana

PLEASE PRINT

Campana, Jeni

Digitally signed by Campana, Jeni
Date: 2026.02.25 08:51:43 -06'00'

Signature

2/25/26

Date

This is a stand-alone NEPA determination for this project; no further environmental analysis is required. If there is a change in environmental conditions or scope of work, coordination with NDOT Environmental is required to determine if this determination remains valid.

The State has determined that this project has no significant impact(s) on the environment and that there are no unusual circumstances as described in 23 CFR 771.117(b). As such, the project is categorically excluded from the requirements to prepare an environmental assessment or environmental impact statement under the NEPA. The State has been assigned, and hereby certifies that it has carried out, the responsibility to make this determination pursuant to 23 U.S.C. §326 and a Memorandum of Understanding executed between FHWA and the State.

NDOT NEPA Specialist:

Courtney Ziska

PLEASE PRINT

Courtney Ziska

Digitally signed by Courtney Ziska
Date: 2026.02.26 13:05:43 -06'00'

Signature

2/26/26

Date

1. ☒ New ☐ Revised
 State of Nebraska Department of Transportation
Local Public Agency (LPA)
Non-Infrastructure
Project Programming Request
 For: ☐ City ☐ County ☐ MPO ☒ Other

2. LPA Name: Pilot Travel Centers, LLC
 3. Responsible Charge/Project Liaison:
 Nebraska DOT

TO BE COMPLETED BY NDOT

Control No.: 23007

Project No.: NEVI-FY26(002)

Project Name: EV Station- Gretna

Project Coordinator: Jeni Campana

4. PROJECT DESCRIPTION

Detailed Project Description, including Purpose and Need: (attach any additional sheets as necessary)

Federal NEVI Funding for EV Charging Infrastructure at the Flying J (15010 South State Highway 31, Gretna, NE 68028).

5. FUNDING TYPE: ☐ SRTS ☐ TE ☐ PL ☐ STP ☐ SPR ☒ NEVI

6. ESTIMATED PROJECT FUNDING:

7. START-UP:	Federal	Local Match	Nonparticipating	Other	Total
a. RC Costs					\$0.00
b. Consultant 1					\$0.00
c. Consultant 2					\$0.00
d. Consultant 3					\$0.00
e. NDOR	\$380,000.00	\$95,000.00			\$475,000.00
SUBTOTAL:	\$380,000.00	\$95,000.00	\$0.00	\$0.00	\$475,000.00
8. Project Implementation					\$0.00
9. Final Report Close-out					\$0.00
10. TOTAL:	\$380,000.00	\$95,000.00	\$0.00	\$0.00	\$475,000.00

11. Proposed Project Schedule

a. Start up: 5/2026 b. Project Implementation: 5/2025 - 8/2032 Final Report: 8/2032

12. Additional Remarks or Comments:

Estimated Payment Schedule and Amounts: 5/1/26, \$180,500; 5/1/27, \$180,500; 5/1/28, \$3,800; 5/1/29, \$3,800; 5/1/30, \$3,800; 5/1/31, \$3,800; 5/1/32, \$3,800

13. ☒ This project will have no environmental impacts (see attached NDOT 53 form)

14. SIGNATURES

Requested by LPA Responsible Charge/Project Liaison:

Date:

Approved by MPO (if applicable):

Date:

Approved by NDOT Local Projects Manager:

Date:

Approved by NDOT Program Management Engineer:

Date:

EV Station - Gretna

Control No. 23007
Project No. NEVI-FY26(002)



0 0.75 1.5 Miles

 CN 23007 NEVI Project Location

Attachment C - Site NEPA Review Form

123703 Z6 NEVI Formula Program

Environmental Clearance

All electric vehicle charging infrastructure projects funded through the competitive grant program require environmental clearance. Per NEVI rules, the projects are anticipated as Categorical Exclusions and the NDOT Environmental Section will make the determination. Applicants are required to fill out the applicant portion of the NEPA Clearance worksheet and return the worksheet as part of their submittal. NDOT will review the applicant provided information and supplement any additional information needed to make the determination. Final design and construction cannot begin until environmental clearance is complete.

Proposed Location Site Information			
Applicant Name	Pilot Travel Centers LLC	*Correct address is 15010 South State Highway 31, Gretna, NE 68028	
Proposed Location (Address or Latitude/Longitude)	109 Circle Rd, Big Springs, NE 69122		
What is the general land use of the proposed site.	☒ Commercial ☐ Residential ☐ Agricultural ☐ Recreational ☐ Industrial		
Is the Applicant the owner of the proposed site for the charging infrastructure?	☒ Yes	☐ No	

Environmental Screening Questionnaire

For proposed EV charging infrastructure sites located on a previously developed parcel, which is determined to be low-impact, and associated elements including installation of signage, construction of new utility distribution poles or underground utilities, etc. completely within previously disturbed areas, additional review may not be required. If the answer to any question below is YES, further review of environmental impacts by NDOT or proposer, as directed by NDOT, may be required. A change in site location by the applicant following submittal may result in additional environmental review and clearance. If this occurs, the proposer will be financially responsible for costs associated with environmental review and clearance of the new site location.

NEPA Review Questions	YES	NO
Will development of the charging site require ground disturbances (e.g., new utility poles) outside of what is existing (such as parking lots, roadways, buildings) or other impervious surfaces and/or outside of previously disturbed land?	☐	☒
Will development of the charging site require impacts to an existing structure?	☐	☒
Does this project involve the use of property protected by Section 4(f)? This includes publicly owned parks, recreational areas, wildlife and waterfowl refuges, and historic sites.	☐	☒

Will development of the charging site require a temporary or permanent change in access to the facility or existing roadway?	☐	☒
Are there any known hazardous material sites that would be impacted by the development of the charging site?	☐	☒
Is the proposed charging site located within a Regulatory Floodway or any other area of a 100-year floodplain as shown on FEMA Flood Insurance Rate Maps?	☐	☒
Will development of the charging site require the removal of trees with diameters greater than three inches measured at breast height or any forest clearing?	☐	☒
Will development of the charging site require filling in jurisdictional waters (streams and wetlands) and/or filling in streamside management zones?	☐	☒
Is the proposed charging site located within an area designated as a critical habitat for any federally protected species?	☐	☒
Will development of the charging site result in impacts to streams, wetlands or similar?	☐	☒
Is the proposed charging site located on the same property as, or adjacent to, a structure 50 years old or greater?	☐	☒
Is the charging site located within a zoned historic district with the National Register of Historic Places?	☐	☒
Is the charging site located on property owned by a federally recognized Native American tribe?	☐	☒
Will the EVSE be located in an area that is currently partially or completely unpaved?	☐	☒

Additional Environmental Information or Concerns

The following additional questions are designed to help inform NDOT of the proposed location's state of environmental readiness.

Contamination and Remediation: Are any project partners, including the site host, aware of any site contamination, remediation, or cleanup activity associated with hazardous materials? If yes, please clarify.
Pilot is the site owner and is not aware of any contamination, remediation, or clean-up associated with hazardous materials. If hazardous materials are found at the site, Pilot has a standard procedure for subcontractors, including an immediate stop work.
Existing Condition of Site: Describe the current state and use of the site and detail any development that would be required to prepare for EV charging infrastructure installation. Include any applicable site development needs including plans for site acquisition, site construction, or other site preparation other than electrical power-related preparation.
Pilot owns the location and operates a travel center/liquid fueling center at the site. Site construction will include concrete cutting, boring, trenching, installation of wire, and installation of equipment and concrete pads.
Permitting: Are there any permits or other approvals that are required to complete this project? If yes, provide status of each permit and an anticipated timeline to obtain approval. Example permit types could include air/land use, electrical, structural, zoning, local agency, or environmental.

Pilot already has the required electrical permit issued by OPPD and the required building permit issued by City of Gretna. There are no outstanding permits needed for Pilot to begin construction at the location.

Risk: Identify potential risks, issues, challenges, and needs related to the candidate site and plans for mitigating these risks.

Pilot does not see any risks. Pilot has completed more than 200 EV charging builds at Pilot locations nationwide and has full permits and a final utility design.

Applicant Certification

This certification must be completed and signed by an authorized representative or agent for the Applicant who can attest to the Environmental Screening Questionnaire's quality, accuracy, and completeness and verify that the above questions have been answered to the best of the Applicant's knowledge.

Applicant Name: Pilot Travel Centers LLC Joey Cupp

Signed by:
Signature: Joey Cupp

36BD2F82457C489...
Title: Senior Director, Environmental

Date: 10/27/2025 | 3:51 PM EDT

**Gretna – Site Plan
Location #7**



P77999
INSTALLATION OF ELECTRIC VEHICLES CHARGING EQUIPMENT
FLYING J 686
15010 SOUTH STATE HWY 31
GRETNA, NE 68028



P77999 - FLYING J 686
ELECTRIC VEHICLE CHARGING
15010 SOUTH STATE HWY 31
GRETNA, NE 68028



PROJECT DESCRIPTION	
INSTALL (1) 250KW DELTA DISPENSERS AND SUPPORT EQUIPMENT IN A FOUR STALL FULL THROUGH CONFIGURATION WITH A CANOPY	
DRAWING INDEX	
SHEET NO.	SHEET TITLE
00	COVER SHEET
01	OVERALL SITE PLAN
02	DEMOLITION SITE PLAN
03	ENLARGED SITE PLAN
04	DETAILS
05	DETAILS
06	DETAILS
07	BUILDING CODES AND STANDARDS
08	SWITCHBOARD CUT SHEETS
09	FINAL UTILITY DESIGN
10	ELECTRICAL UTILITY PLAN
11	ELECTRICAL ENLARGED SITE PLAN
12	ELECTRICAL SINGLE LINE DIAGRAM
13	ELECTRICAL CONDUIT DETAILS
14	ELECTRICAL SPECIFICATIONS
15	ELECTRICAL SYMBOLS, ABBREVIATIONS AND GENERAL NOTES
16	EV POWER & DISPENSER STATIONS CUTSHEETS
17	ELECTRICAL LIGHTING PLAN
18	LIGHTING CUTSHEETS
19	ELECTRICAL GROUNDING DETAILS
20	ELECTRICAL GENERAL CONSTRUCTION NOTES
21	PROPERTY SURVEY (FOR REFERENCE ONLY)
CODE INFORMATION	
STATE JURISDICTION LATEST ELECTRICAL CODE, INCLUDING THE TABLES AND ANNEXES THEREOF.	
STATE JURISDICTION LATEST BUILDING CODE, INCLUDING THE TABLES AND ANNEXES THEREOF.	
STATE JURISDICTION LATEST ENERGY CODE, INCLUDING THE TABLES AND ANNEXES THEREOF.	
STATE JURISDICTION LATEST REFERENCED STANDARDS CODE, INCLUDING THE TABLES AND ANNEXES THEREOF.	
2015 INTERNATIONAL FIRE CODE	

CONTRACTOR NOTE

CONTRACTOR SHALL COMPLETE DETAIL PER THE SIGNED AND THE SEALED SET OF DRAWINGS. ANY NECESSARY DEVIATIONS FROM THE DRAWINGS MUST BE SUBMITTED THROUGH AN RFI REQUEST PROCESS WITH ENGINEERING FOR AN APPROVAL PRIOR TO CONTRACTOR PROCEEDING WITH A DEVIATION OF THE SIGNED AND SEALED SET OF DRAWINGS.

CALL BEFORE YOU DIG

811
Know what's below
Call before you dig.

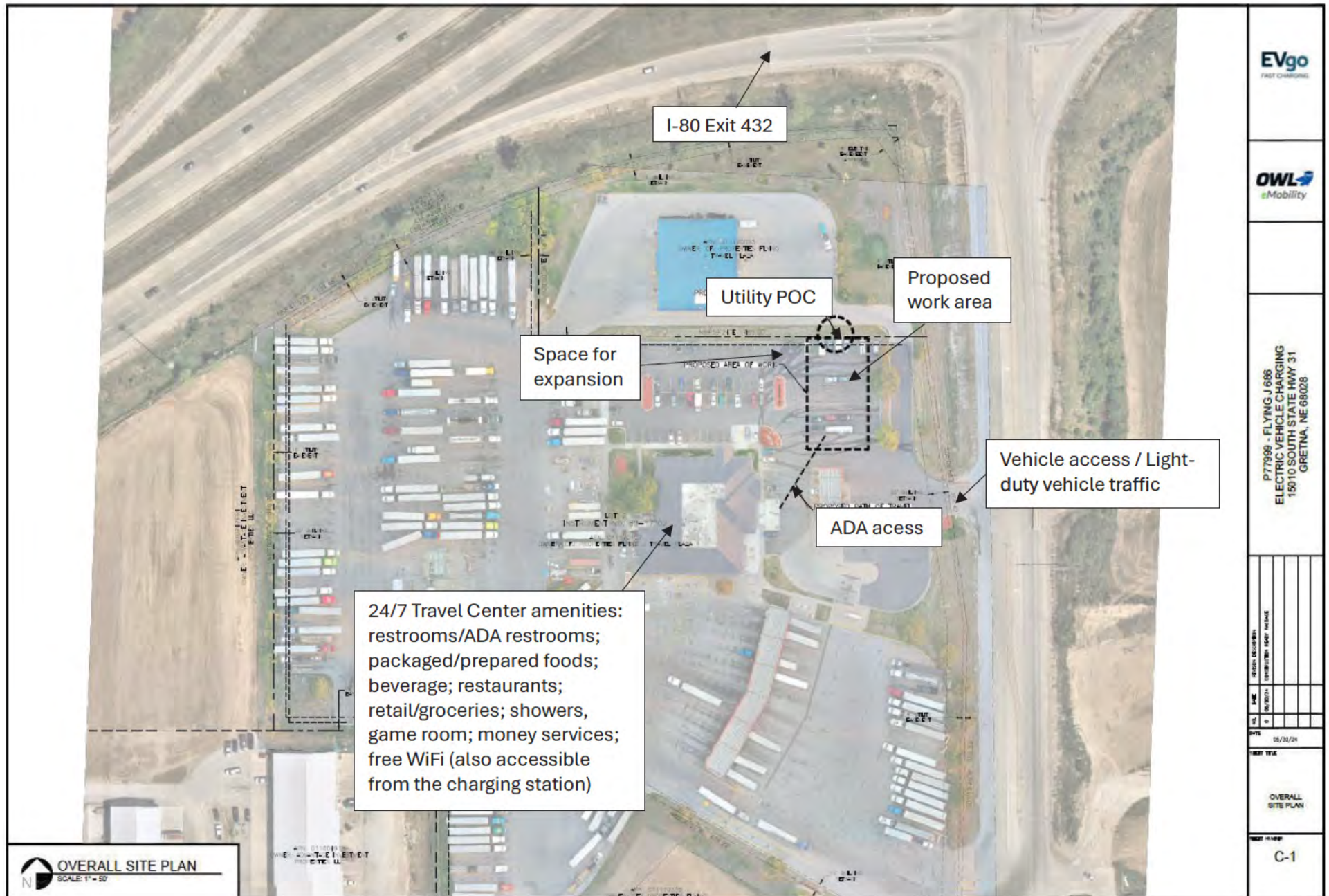
DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

ENGINEER OF RECORD

COVER SHEET

CS



EVgo
FAST CHARGING

OWL
eMobility

P77999 - FLYING J 686
ELECTRIC VEHICLE CHARGING
15010 SOUTH STATE HWY 31
GRETN, NE 68028

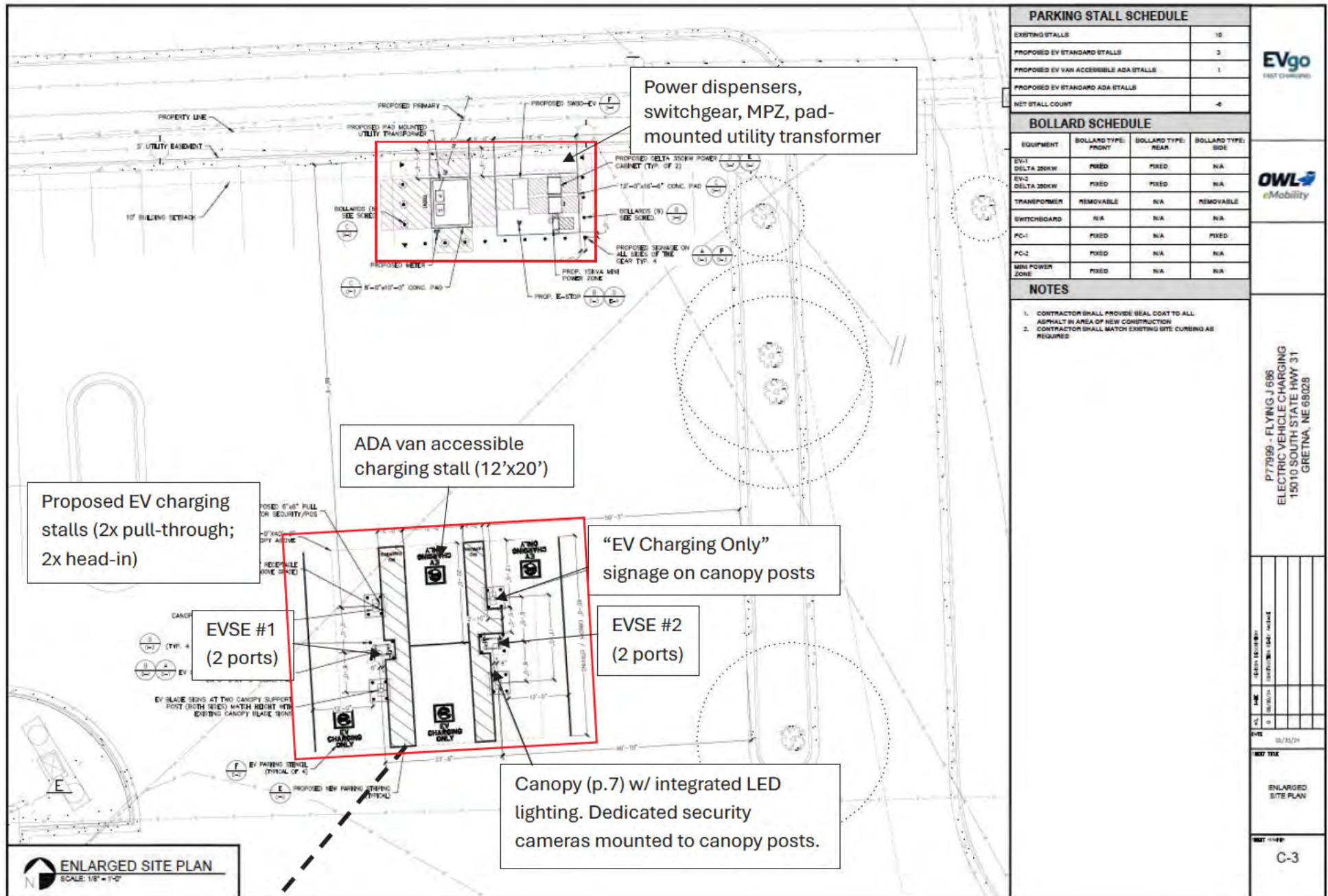
DATE	DESCRIPTION	BY	DATE
05/30/24	CONSTRUCTION	WAC	05/30/24
05/30/24	DESIGN	WAC	05/30/24
05/30/24	REVISION	WAC	05/30/24

DATE: 05/30/24

PROJECT TITLE:

OVERALL SITE PLAN

C-1



Final utility design





P77999 - FLYING J 686
ELECTRIC VEHICLE CHARGING
15010 SOUTH STATE HWY 31
GRETN, NE 68028

DATE	05/20/24
BY	05/20/24
REV	05/20/24
DATE	05/20/24
BY	05/20/24
REV	05/20/24

PROJECT TITLE

FINAL UTILITY DESIGN

PROJECT NUMBER

D-6



Biological Assessment NDOT PQS Memorandum

Project Name: Gretna NEVI 2025 Project Number: NEVI-FY26(002) Control Number: 23007

The biological assessment final approval on: **1/13/2025**

Date of Project Description used for this review: 1/13/2025

Threatened and Endangered Species Effect Determination:

- ☒ The Project(s) will have “No Effect” to all state or federally listed species or their designated critical habitat (CE Level 1).
- ☐ A “May Affect, Not Likely to Adversely Affect” determination is made for the following species/critical habitat with the conservation conditions listed below (and will have “no effect” on all other listed species, except for any listed in the 3rd check box):
- ☐ This BA did NOT require further consultation with the resource agencies.
 - ☐ This BA required further consultation with the resource agencies (CE Level 2).
- USFWS Concurrence Date: [Click here to enter a date.](#)
- NGPC Concurrence Date: [Click here to enter a date.](#)
- ☐ Unique conservation conditions were developed and are included below.
- ☐ A “May Affect, Likely to Adversely Affect” determination is made for the following species/critical habitat with the conservation conditions listed below: (CE Level 3).

Additional Coordination with Other Tribal or Federal Agencies: N/A

Description of Coordination: N/A

Platte River Flow Depletions and Borrow:

If the excavation of borrow sites will occur within the Platte River Basin and result in open water that could constitute a depletion to the Platte River system, upstream of the Loup confluence, the Nebraska Department of Natural Resources will be contacted. If a borrow site will result in a depletion to the Platte River system, downstream of the Loup confluence, NDOT will coordinate with the Nebraska Game and Parks Commission.

Bald and Golden Eagle Protection Act:

This project was also reviewed for potential impacts to bald and golden eagles. NDOT believes the project site does not have appropriate habitat for eagles. Due to the lack of suitable habitat and information that there are no known bald eagle nests within the project area, NDOT has determined that there will be no impact to these species.

Migratory Bird Treaty Act:

NDOT has developed an Avian Protection Plan (APP) to reduce conflicts between construction of NDOT projects and the laws governing migratory birds. This procedure is designed to protect and conserve avian populations and reduce avian conflicts through changes in project scheduling (i.e. tree clearing outside of primary nesting period), increased migratory bird surveys, and changes in project construction timelines. NDOT will utilize its APP to reduce conflicts with migratory birds on this project.

Fish and Wildlife Coordination Act:

This project is not anticipated to result in any wetland or channel impacts. Therefore, coordination under the FWCA is not anticipated.

Conservation Conditions: *Responsible Party for conservation condition shown in parentheses.*

Listed below are the required Conservation Conditions that apply to this project. These measures are not subject to change without the prior written approval of the NDOT Environmental Section. **Copy and paste the conditions listed below verbatim in the NEPA document, the Green Sheet, and in the contract documents:**

- A-1 Changes in Project Scope.** If there is a change in the project scope, the project limits, or environmental commitments, the Highway Project Manager shall coordinate with the NDOT Environmental Section to evaluate potential impacts prior to implementation. Environmental commitments are not subject to change without prior written approval from the NDOT Environmental Section. *(District Construction)*
- A-2 Conservation Conditions.** Conservation conditions are to be fully implemented within the project limits as shown on the plans. *(District Construction, Contractor)*
- A-3 Early Construction Starts.** Contractor requests for early construction starts must be coordinated by the Project Construction Engineer with the NDOT Environmental Section for approval to ensure avoidance of listed species sensitive lifecycle timeframes. Early start requests may require consultation with the USFWS and NGPC. Agency coordination time will vary depending on species and project location. *(District Construction, Contractor)*
- A-4 T&E Species.** If federal or state listed species are observed during construction, the Highway Project Manager will contact NDOT Environmental Section to determine if additional species conservation conditions would be required prior to continuing project construction activities. Contact NDOT Environmental for a reference of federal and state listed species. Coordination with the USFWS and NGPC may be required depending on the species identified and construction activities. *(NDOT Environmental, District Construction, Contractor)*
- A-5 Refueling.** Refueling will be conducted outside of those sensitive areas identified on the plans, in the contract, and/or marked in the field. *(Contractor)*
- A-6 Restricted Activities.** The following project activities shall, to the extent possible, be restricted to between the beginning and ending points (stationing, reference posts, mile markers, and/or section-township-range references) of the project, within the right-of-way designated on the project plans: borrow sites, burn sites, construction debris waste disposal areas, concrete and asphalt plants, haul roads, stockpiling areas, staging areas, and material storage sites.

For activities outside the project limits, the contractor should refer to the Nebraska Game and Park Commission website to determine which species ranges occur within the off-site area. The contractor should plan accordingly for any species surveys that may be required to approve the use of a borrow site, or other off-site activities. The contractor should review the T&E Matrix agreement (on NDOT's

website), where species survey protocols can be found, to estimate the level of effort and timing requirements for surveys.

Any project related activities that occur outside of the project limits must be environmentally cleared/permitted with the Nebraska Game and Parks Commission as well as any other appropriate agencies by the contractor and those clearances/permits submitted to the District Construction Project Manager prior to the start of the above listed project activities. The contractor shall submit information such as an aerial photo showing the proposed activity site, a soil survey map with the location of the site, a plan-sheet or drawing showing the location and dimensions of the activity site, a minimum of 4 different ground photos showing the existing conditions at the proposed activity site, depth to ground water and depth of pit, and the "Platte River depletion status" of the site. The contractor must receive notice of acceptance from NDOT environmental, prior to starting the above listed project activities. These project activities cannot adversely affect state and/or federally listed species or designated critical habitat. (*NDOT Environmental, District Construction, Contractor*).

- A-7 Waste/Debris.** Construction waste/debris will be disposed of in areas or a manner that will not adversely affect state and/or federally listed species and/or designated critical habitat. (*Contractor*)
- A-8 Post Construction Erosion Control.** Erosion control activities carried out by NDOT Maintenance or others after construction is complete, but prior to project close-out, shall adhere to any standard conservation conditions for species designated for the project limits during construction. (*NDOT Maintenance, District Construction, Contractor*)
- S-2 Platte River Depletions.** To the maximum extent practical, efforts will be made to design the project and select borrow sites to prevent depletions to the Platte River. If there is any potential to create a depletion, NDOT (during design) and the Contractor (for borrow sites) shall follow the current Platte River depletion protocols for coordination, minimization, and mitigation. In general, the following are considered de minimis depletions, but may still require agency coordination; a project which: a) creates an annual depletion less than 0.1 acre feet, b) creates a detention basin that detains water for less than 72 hours, c) diverted water that will be returned to its natural basin within 30 days, or d) creates a one-time depletion of less than 10 acre feet. (*NDOT Roadway Design, Contractor*)
- S-6 Permanent LED Lighting (NDOT Design Commitment):** Only LED roadway luminaries listed on the NDOT "Nebraska Qualified Material Vendors List" will be considered for use on Nebraska highway lighting projects. Proposed changes to the following LED lighting requirements would require resource agency (USFWS and/or NGPC) coordination and approval prior to installation:
- Nominal CCT – 3000 +/- 300 K
 - BUG Ratings – Maximum nominal Backlight (N/A), Uplight (0), Glare (N/A)
 - Lumen Output – N/A

Any proposed changes to the listed requirement(s) must be presented to the NDOT Environmental Section for Agency Coordination and approval.

NDOT Construction Project Managers should contact NDOT Environmental at 402-479-4419 or matthew.greiner@nebraska.gov at least 30 days prior to construction start to schedule any required surveys.

Matthew Greiner
NDOT P2S Reviewer

1/17/2025

Date

This(These) Project(s) has(have) been reviewed under the programmatic agreement entitled Programmatic Agreement Among the Federal Highway Administration, U.S. Fish and Wildlife Service, Nebraska Department of Transportation, and Nebraska Game and Parks Commission for the Determination of Effects to State and Federal Listed Species From the Federal-Aid Highway Program (March 2023) and meet stipulations included in this agreement.

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been carried out by NDOT pursuant to 23 USC 326 and the Second Renewed Memorandum of Understanding executed by FHWA and NDOT.



Section 106 Tier II PQS Memo
(Undertakings with Minimal Potential to Cause Effects)
No Historic Properties Affected

Control No: 23007 Project NEVI-FY26(002) Project Name: EV Station - Gretna
 No: Date of Project Description: 11/19/2025 Project Location: Sarpy County

NDOT PQS Project Effects Determination:	<i>no historic properties affected</i>
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NDOT PQS Signature: Stacy Stupha Date: 12/03/2025

Per Stipulation VII.B(3)(a) of the Programmatic Agreement Among The Federal Highway Administration, The Nebraska State Historic Preservation Officer, *The Advisory Council on Historic Preservation*, and *The Nebraska Department of Transportation To Satisfy The Requirements of Section 106 For The Federal-Aid Highway Program In the State of Nebraska*, certain NDOT transportation projects constitute an undertaking, as defined in 36 CFR 800.16(y) but pose little potential to affect historic properties included in or considered eligible for the NRHP due to the nature of the activity and the specific scope of work. Projects of this type shall be reviewed for applicability, and documented as a Tier II project, *no historic properties affected*, using this form.

Appendix D Section(s) and Item Number(s) applied to this Project:

Section	Item No.
E	2
E	3

Tribal Consultation:

THPO/ Tribes	Correspondence Sent (date)	THPO/Tribal Response (date)	Comments

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been carried out by NDOT pursuant to 23 USC 326 and the Second Renewed Memorandum of Understanding executed by FHWA and NDOT.

This undertaking has been reviewed under the programmatic agreement entitled Programmatic Agreement Among the Federal Highway Administration, the Nebraska State Historic Preservation Officer, the Advisory Council on Historic Preservation and the Nebraska Department of Transportation to Satisfy the Requirements of Section 106 for the Federal Aid Highway Program in the State of Nebraska (February 2023), and meets the requirements to be considered a Tier II Project, Minimal Potential to Cause Effects.



REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

State of Nebraska Department of Transportation

REQUEST FOR PROPOSAL FOR SERVICES CONTRACT

SOLICITATION NUMBER	RELEASE DATE
123703 Z6	October 1, 2025
OPENING DATE AND TIME	PROCUREMENT CONTACT
October 17, 2025 2:00 p.m. Central Time	Dana Smith

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska (State), Department of Transportation, is issuing this solicitation for a service contract for the purpose of selecting one or more qualified Bidders to provide, build, own, and operate direct current fast charging (DCFC) stations at seven (7) locations along the I-80 corridor. The DCFC stations contracted via this RFP will be funded with National Electric Vehicle Infrastructure (NEVI) Formula Program funds and will be required to meet all requirements of this program for a minimum of five (5) years after becoming operational. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be six (6) years commencing upon execution of the contract by the State and the Vendor (Parties). The Contract includes the option to renew for two (2) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional Vendors to supply the solicited services, this solicitation may be used to procure the solicited services for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a response pursuant to this solicitation, 2) the bidder's solicitation response was evaluated, and 3) the bidder will honor the bidder's original solicitation response, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

ALL INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:
<https://dot.nebraska.gov/business-center/procurement/procure-service-opp/>.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the Solicitation, and the awarded solicitation response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov> and the NDOT's website at: <https://dot.nebraska.gov/business-center/contractor/service-maintenance-contracts/>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all responses received regarding this Solicitation will be posted to the Nebraska Department of Transportation's public website.

These postings will include the entire solicitation response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION". The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE SOLICITATION IS PROPRIETARY. COST SHEETS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the State determines it is required to release withheld proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, or solicitation response for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a solicitation response, specifically waives any copyright or other protection the contract, or solicitation response may have; and acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver are a prerequisite for submitting a solicitation response, and award of a contract. Failure to agree to the reservation and waiver will result in the solicitation response being found non-responsive and rejected.

Any entity awarded a contract or submitting a solicitation response agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or solicitation response, awards, and other documents.

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GLOSSARY OF TERMS

Addendum: A written correction or alteration to a document during the solicitation process (e.g., Questions and Answers, Revised Schedule of Events, Addendum to Contract Award)

Agency: All officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

Agent/Representative: A person authorized to act on behalf of another

Amend: To alter or change by adding, subtracting, or substituting

Amendment: A written correction or alteration to a document

Appropriation: Legislative authorization to expend public funds for a specific purpose; money set apart for a specific use

Automated Clearing House (ACH): Electronic network for financial transactions in the United States

Award: All purchases, leases, or contracts which are based on competitive solicitations will be awarded according to the provisions in the solicitation

Best and Final Offer (BAFO): In a competitive solicitation, the final offer submitted which contains Vendor's most favorable terms for price

Bid: See Solicitation Response

Bid Opening: The process of opening correctly submitted solicitation responses at the time and place specified in the written solicitation and in the presence of any bidder who wishes to attend

Bidder: A Vendor who submits a Solicitation Response

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity

Business Day: Any weekday, except State-recognized holidays

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays

Cancellation: To call off or revoke a solicitation, purchase order, or contract without expectation of conducting or performing at a later time

Candidate Site: A property proposed by a Bidder for the purpose of installing and maintaining NEVI compliant EVSE. A candidate site must be located within a one-mile roadway travel distance from an interstate highway interchange ramp terminal or be granted an exemption by NDOT and FHWA

Change Order: Document that provides amendments to an executed purchase order or contract

Charge Network Provider: Electric vehicle charging station communications provider

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties

Confidential Information: See Proprietary Information

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions

Contract Award: Document that officially awards a contract to a bidder(s) as the result of a competitive solicitation or a vendor(s) in a contract that qualifies for an exception or exemption from the competitive bidding requirements of the State Procurement Act

Contract Management: The management of day-to-day activities at the agency which includes but is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Vendor

Contract Period: The duration of the contract

Contractor: See Vendor

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work

Cost Proposal: A required document that is completed by the vendor in the prescribed format to show the vendor's pricing to provide the commodities or perform the services requested.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those commodities or services provided by a Vendor

Default: The omission or failure to perform a contractual duty

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract

Evaluation: The process of examining a solicitation response after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the solicitation response that relate to determination of the successful award

Evaluation Committee: Individual(s) identified by the agency that leads the solicitation to evaluate solicitation responses

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period; not to be confused with "Renewal Period"

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the Vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country

Goods: See Commodities

Installation Date: The date when the procedures described in "Installation by Vendor" and "Installation by State" as found in the solicitation or contract are completed

Interested Party: A person acting in their personal capacity or an entity entering into a contract or other agreement creating a legal interest therein

Late Solicitation Response: A solicitation response received after the Opening Date and Time

Mandatory: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

Must: See Shall

Nebraska Department of Transportation (NDOT): The term NDOT may refer to the Nebraska Department of Transportation and NDOT contractors or consultants, as determined by NDOT.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services

Non-Responsive Solicitation Response: Any solicitation response that does not comply with the requirements of the solicitation or cannot be evaluated against the other solicitation responses

Nonnegotiable: These clauses are controlled by state law and are not subject to negotiation

Opening Date and Time: Specified date and time for the opening of received, labeled, and sealed formal solicitation responses

Outsourcing: The contracting out of a business process that an organization may have previously performed internally or for which an organization has a new need to an independent organization from which the process is purchased back

Payroll & Financial Center (PFC): Electronic procurement system of record

Performance Bond: An insurance agreement accompanied by a monetary commitment by which a third party (the surety) accepts liability and guarantees that the Vendor fulfills any and all obligations under the contract

Personal Property: See Commodities

Point of Contact (POC): The person designated to receive communications and to communicate

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract

Proposal: See Solicitation Response

Proprietary Information: Trade secrets, academic and scientific research work that is in progress and unpublished or other information that if released would give advantage to business competitors and service no public purpose. See Neb. Rev. Stat. § 84-712.05(3). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information

Protest/Grievance: A complaint about a governmental action or decision related to the solicitation or resultant contract under NDOT's Protest Policy

Quote: See Solicitation Response

Release Date: The date of public release of the solicitation

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions; not to be confused with "Extension"

Request for Proposal (RFP): See Solicitation

Responsible Bidder: A Vendor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance

Responsive Bidder: A Vendor who has submitted a solicitation response which conforms to all requirements of the solicitation

Shall: An order/command; mandatory

Should: Expected; suggested, but not necessarily mandatory

Solicitation: A formal invitation to receive quotes in the form of a Request for Proposal or Invitation to Bid

Solicitation Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations

Solicitation Response: An offer, quote, bid, or proposal submitted by a Vendor in response to a Solicitation

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract

Subcontractor: Individual or entity with whom the Vendor enters a contract to perform a portion of the work awarded to the Vendor

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Vendor as functioning or being capable of functioning, as an entity

Termination: Occurs when either Party, under a power created by agreement or law, puts an end to the contract prior to the stated expiration date; all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives

Third-Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors or agents, and their employees. It shall not include any entity or person who is an interested party to the contract or agreement

Trade Secret: Information, including but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4))

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or Vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office

Upgrade: Any change that improves or alters the basic function of a product of service

Vendor: An individual or entity lawfully conducting business with the State, or licensed to do so, who seeks to provide and contract for goods or services under the terms of a Solicitation and/or Contract

Vendor Performance Report: A report completed by the using agency and submitted to Nebraska Department of Transportation documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications

Will: See Shall

Work Day: See Business Day

ACRONYM LIST

- ACH** - Automated Clearing House
- AFC** - Alternative Fuel Corridor
- ARO** - After Receipt of Order
- BAFO** - Best and Final Offer
- BIL** - Bipartisan Infrastructure Law
- COI** - Certificate of Insurance
- DAS** - Department of Administrative Services
- DER** - Distributed Energy Resource
- EV** - Electric Vehicle
- EVSE** - Electric Vehicle Supply Equipment
- FHWA** - Federal Highway Administration
- F.O.B.** - Free on Board
- KPI** - Key Performance Indicators
- NEPA** - National Environmental Protection Agency/Act
- NIGP** - National Institute for Governmental Purchasing
- NEVI** - National Electric Vehicle Infrastructure
- NPRM** - Notice of Proposed Rule Making
- PA** - Participating Addendum
- PCO** - Procurement Contracts Officer
- RFP** - Request for Proposal
- SPB** - State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for providing installing and operating one or more electric vehicle charging stations that include direct current fast chargers (DCFC) at a competitive and reasonable cost. Proposals are sought for seven (7) locations along the I-80 corridor. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VIII.

Solicitation responses shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Solicitation responses may be found non-responsive if they do not conform to the solicitation.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with the Department of Transportation. The point of contact (POC) for the procurement is as follows:

RFP Number: 123703 Z6
Name: Dana Smith
Agency: Nebraska Department of Transportation
 Operations Division
Mailing Address: PO Box 94759
 (USPS delivery) Lincoln, NE 68509-4759
Physical Address: 5001 S. 14th Street
 (all other deliveries) Lincoln, NE 68512
Telephone: (402) 479-4356
E-Mail: NDOT.ProcurementSourcing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications, or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Bidders shall not have any communication with or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's solicitation response, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release solicitation	October 1, 2025
2.	Last day to submit written questions – Round One	October 7, 2025
3.	State responds to Round One written questions through RFP "Addendum" to be posted to the internet at: https://dot.nebraska.gov/business-center/procurement/procure-service-opp/	October 9, 2025
4.	Proposal Opening <i>IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.</i> ShareFile Electronic Proposal Submission Link: https://nebraska.sharefile.com/r-rbebbba42f46c24919a6006f4c5fb90e75	October 17, 2025 2:00 PM Central Time
5.	Review for conformance to solicitation requirements	October 17-20, 2025
6.	Evaluation period	October 20-29, 2025
7.	"Vendor Demonstrations" (if required)	TBD
8.	Post "Intent to Award" to the Internet at: https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/	TBD
9.	Contract finalization period	TBD
10.	Contract award	TBD
11.	Contractor start date	TBD

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to Nebraska Department of Transportation and clearly marked "Solicitation Number 123703 Z6; NEVI Formula Program Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should submit questions for any items upon which assumptions may be made when preparing a response to the solicitation. Any solicitation response containing assumptions may be deemed non-responsive and may be rejected by the State. Solicitation responses will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be submitted to NDOT.Purchasing@nebraska.gov; it is recommended that bidders submit questions using the following format:

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at <https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/> per the Schedule of Events.

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Nonnegotiable)

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Nebraska Department of Transportation's website at: <https://dot.nebraska.gov/media/gurelo3n/us-citizenship-attestation-form.pdf>. This should be accomplished prior to the execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject solicitation responses, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a solicitation response on behalf of another Party or entity; and
5. Colluding with any person or entity to influence the bidding process, submit sham solicitation responses, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the solicitation response, or prejudice the State.

The bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the bidder throughout the bidding process and throughout the term of this contract for the awarded bidder and their subcontractors.

G. DEVIATIONS FROM THE SOLICITATION

The requirements contained in the solicitation (Sections II through VIII) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VIII must be clearly defined by the bidder in its solicitation response and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

H. SUBMISSION OF SOLICITATION RESPONSES

NDOT will ONLY accept electronic submissions for this solicitation. The NDOT will not accept proposals by mail, email, voice or telephone, unless otherwise explicitly stated in writing by the NDOT.

It is the bidder's responsibility to ensure the solicitation response is received electronically by the date and time indicated in the Schedule of Events. Solicitation Responses must be submitted via ShareFile by the date and time of the opening per the Schedule of Events. No late solicitation responses will be accepted.

Pages may be consecutively numbered for the entire solicitation response or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

The Technical Responses should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Response so that the bidder's

understanding of the scope of work may be evaluated. The Technical Response shall disclose the bidder's technical requirements in as much detail as possible, including, but not limited to, the information required by the Technical Response instructions.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/>.

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the solicitation response is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the solicitation response as non-conforming.

ShareFile link for uploading RFP response(s) provided in the RFP Schedule of Events, Section 1.C.

***** UNLESS OTHERWISE NOTED, DO NOT SUBMIT DOCUMENTS
THAT CAN ONLY BE ACCESSED WITH A PASSWORD *****

1. Bidders must submit responses via ShareFile using the proposal submission link.

Note to bidders: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the proposal submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

ShareFile link for uploading RFP response(s) provided in the RFP Schedule of Events, Section 1.C.

a. The Technical, Cost Proposal and Proprietary information should be uploaded as separate and distinct files.

- 1) If duplicated proposals are submitted, the State will retain only the most recently submitted response.
- 2) If it is the bidder's intent to submit multiple proposals, the bidder must clearly identify the separate submissions.
- 3) It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late proposals will be accepted.

b. ELECTRONIC PROPOSAL FILE NAMES

The bidder should clearly identify the uploaded RFP proposal files. To assist in identification the bidder should use the following naming convention:

1) RFP 123703 Z6 Company Name - Site Location

If multiple files are submitted for one solicitation response, add number of files to the file names:

- RFP 123703 Z6 Company Name - Site Location File 1 of 2.
- RFP 123703 Z6 Company Name - Site Location File 2 of 2.

2) RFP 123703 Z6 Company Name - Site Location

If multiple responses are submitted for the same solicitation response, add the response number to the file names:

- RFP 123703 Z6 Company Name - Site Location Response 1, File 1 of 2.

The "Contractual Agreement Form" must be signed manually in ink or by DocuSign or other electronic means with signature authentication/certification and submitted by the opening date and time along with the bidder's solicitation response and any other requirements as stated in this solicitation in order for the bidder's solicitation response to be evaluated.

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing.

I. INVALID SOLICITATION SUBMISSIONS

NDOT will ONLY accept electronic submissions for this solicitation. The State will not accept proposals by mail, email, voice or telephone, unless otherwise explicitly stated in writing by the State.

J. SOLICITATION PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidder's in replying to this solicitation, including any activity related to bidding on this solicitation.

K. FAILURE TO COMPLY WITH SOLICITATION

Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's solicitation response,
2. Withdrawal of the Intent to Award,
3. Withdrawal of the Award,
4. Negative documentation regarding Vendor Performance,
5. Termination of the resulting contract,
6. Legal action; and
7. Suspension or Debarment of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation. Such period to be within the sole discretion of the State.

L. SOLICITATION RESPONSE CORRECTIONS

A bidder may correct a mistake in an electronically submitted solicitation response prior to the time of opening by uploading a revised and completed solicitation response.

1. If a corrected electronic solicitation response is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected solicitation response file name(s) should be identified as:
 - a. Corrected RFP 123703 Z6 Company Name Response #1 File 1 of 2,
 - b. Corrected RFP 123703 Z6 Company Name Response #2 File 2 of 2, etc.

Changing a solicitation response after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

M. LATE SOLICITATION RESPONSES

Solicitation Responses received after the time and date of the opening will be considered late responses. Late responses will be considered non-responsive. The State is not responsible for responses that are late or lost regardless of cause or fault.

N. BID OPENING

The opening will consist of opening solicitation responses and announcing the names of bidders. Responses **WILL NOT** be available for viewing by those present at the opening. Responses will be posted to the Nebraska Department of Transportation's website once an Intent to Award has been posted to the website. Once responses are opened, they become the property of the State of Nebraska and will not be returned.

O. SOLICITATION REQUIREMENTS

Bidders shall submit the following requirements as part of a complete solicitation proposal. The solicitation responses will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Solicitation responses not meeting the requirements may be rejected as non-responsive. Failure to provide these requirements may provide cause to reject the proposal in its entirety in the event the Bidder does not cure deficiencies within fourteen (14) calendar days following receipt of notification from NDOT. The requirements are as follows:

1. Original Contractual Agreement Form signed manually in ink or by DocuSign or other electronic means with signature authentication/certification;
2. Clarity and responsiveness of the solicitation;
3. Completed Sections II thru VIII;
4. Completed NEVI Program Minimum Requirements (Attachment A, Form A.1)
5. Completed Corporate Overview (Attachment A, Form A.2)
6. Completed Requirements Matrices (Attachment A, Forms A.3 - A.6);
7. Completed State Cost Proposal Summary (Attachment A, Form A.7);
8. Completed Attachment B Utility Form (PDF);
9. Completed Attachment C NEPA Review Form (PDF);
10. Executed Site Host Agreement (PDF); and
11. Site Plan (PDF).

P. EVALUATION COMMITTEE

Solicitation Responses are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this Solicitation may result in the rejection of this response and further administrative actions.

Q. EVALUATION OF SOLICITATION RESPONSES

All solicitation responses that are deemed responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all responses in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. NEVI Program Minimum Requirements (Attachment A, Form A.1)
2. Corporate Overview (Attachment A, Form A.2) may include, but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the bidder's historical or current performance; and
 - e. such other information that may be secured and that has a bearing on the decision to award the contract.

In evaluating the corporate overview, the State may consider, past experiences with the vendor, references, the State's record of the vendor which may include, but is not limited to Vendor Performance Notices, Vendor Improvement Requests, vendor performance reports, and any information related to the vendor's historical or current character, integrity, reputation, capability, or performance with the State or a third-party.

3. Requirements Matrices (Attachment A, Forms A.3 – A. 6); and
4. Cost Proposal Summary (Attachment A, Form A.7).

Neb. Rev. Stat. § 73-808 allows the State to consider a variety of factors, including, but not limited to, the quality of performance of previous contracts to be considered when evaluating responses to competitive solicitations in determining a responsible bidder. Information obtained from any Contract Compliance Request or any Contract Non-Compliance Notice (See Terms & Conditions, Section II.H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

Neb. Rev. Stat. § 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in (a) of this paragraph and (ii) the management and daily business operations of the business are controlled by one or more persons described in (a) of this paragraph. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a solicitation response in accordance with Neb. Rev. Stat. § 73-107 and has so indicated on the Contractual Agreement Form under "Vendor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the Vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service,
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

R. BEST AND FINAL OFFER

Each bidder should provide its best offer with their original solicitation response and should not expect the State to request a best and final offer (BAFO).

The State reserves the right to conduct more than one BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Sheet and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire solicitation response. BAFOs may be scored and ranked by the Evaluation Committee.

S. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a solicitation response, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a solicitation response, withdraw an intent to award, or rescind the award of a contract.

T. AWARD

The State reserves the right to evaluate solicitation responses and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the solicitation responses, or at any point in the Solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the date and time of a solicitation;
3. Waive deviations or errors in the State's solicitation process and in bidder responses that are not material, do not compromise the solicitation process or a bidder's response, and do not improve a Vendor's competitive position;
4. Accept or reject a portion of or all of a solicitation response;
5. Accept or reject all responses;
6. Withdraw the solicitation;
7. Elect to re-release the solicitation;
8. Award single lines or multiple lines to one or more Vendors; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: <https://dot.nebraska.gov/business-center/procurement/procure-service-opp/>.

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: <https://dot.nebraska.gov/media/pwgjyfqj/06-25-policy-25-23-07-signed.pdf>.

U. REJECTION OF SOLICITATION RESPONSES

The State reserves the right to reject any or all responses, wholly or in part, in the best interest of the State.

V. PRICES & COST CLARIFICATION

Discount and Price provisions are discussed in Sections III.F. and III.G. The State reserves the right to review all aspects of cost for reasonableness and realism as those terms are defined in (Neb. Rev. Stat. § 73-810 (1) (a) and (b) The State may request clarification of any solicitation where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required. Under Neb. Rev. Stat. § 73-810 (2), the State may reject a bid if the price is not reasonable or realistic.

W. VENDOR DEMONSTRATIONS

The State may determine that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Corporate Overview, Technical Response, and Cost Sheets. The presentation process will allow the bidders to demonstrate their solicitation response offering, explaining and/or clarifying any unusual or significant elements related to their solicitation responses. Bidders' key personnel, identified in their solicitation response, may be requested to participate in a structured interview to determine their understanding of the requirements of this solicitation response, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their solicitation responses.

Once the oral interviews/presentations and/or demonstrations have been completed, the State reserves the right to make an award without any further discussion with the bidders regarding the solicitation responses received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Terms and Conditions Within Section as Written” in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

- 1. The specific clause, including section reference, to which an exception has been taken;
- 2. An explanation of why the bidder took exception to the clause; and
- 3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)

The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the solicitation response as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

- 1. If only one (1) Party has a particular clause, then that clause shall control,
- 2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
- 3. If both Parties have a similar clause, but the clauses conflict, the State’s clause shall control.

A. GENERAL

- 1. The contract resulting from this Solicitation shall incorporate the following documents:
 - a. Solicitation, including any attachments and addenda;
 - b. Addendums to the solicitation;
 - c. Questions and Answers;
 - d. Bidder’s properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
 - e. Addendum to Contract Award (if applicable); and
 - f. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor’s submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State’s standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

C. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK & SUSPENSION OF SERVICES

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Vendor. The Vendor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Vendor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Vendor may not claim forfeiture of the contract by reasons of such changes.

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract to include the alternate product at the same price.

*****Vendor will not substitute any item that has been awarded without prior written approval of NDOT*****

H. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion

of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

I. NOTICE OF POTENTIAL VENDOR BREACH

If Vendor breaches the contract or anticipates breaching the contract, the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Vendor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the Vendor. The State may recover from the Vendor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Vendor's breach. OR In case of default of the Vendor, the State may contract the service from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies.

K. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

1. GENERAL

The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Vendor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Vendor has indemnified the State, the Vendor shall, at the Vendor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Vendor, and the State may receive the remedies provided under this Solicitation.

3. PERSONNEL

The Vendor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Vendor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. PERFORMANCE BOND

The Awarded Bidder will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be the full value of the contract amount. The bond will guarantee that the Awarded Bidder will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

P. ASSIGNMENT, SALE, OR MERGER

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

R. FORCE MAJEURE

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

S. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established

thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

T. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract, in whole or in part, immediately for the following reasons:
 - a. if directed to do so by statute,
 - b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
 - c. a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court,
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders,
 - e. an involuntary proceeding has been commenced by any Party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor,
 - f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
 - g. Vendor intentionally discloses confidential information,
 - h. Vendor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

U. CONTRACT CLOSEOUT

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,
4. Cooperate with any successor Vendor, person, or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Vendor, person, or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this section should be construed to require the Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.

V. PROHIBITED PRODUCTS

The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

W. AMERICANS WITH DISABILITIES ACT

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

X. RETAINAGE

The State will withhold five percent (5%) of each payment due as retainage. Twenty percent (20%) of the retainage amount will be payable at the end of each year upon successful completion of the project obligations during the five (5) year operating and maintenance period. At the end of each year during the operating and maintenance period, the Contractor will invoice the State for the retainage. The State may reject each retainage invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the invoice. Otherwise, the operating and maintenance obligations will be deemed accepted, and the State will release the retainage in accordance with the contract payment terms. See Section VI.I for additional information regarding reimbursement and retainage.

Y. LIQUIDATED DAMAGES

Failure to meet contract requirements for NEVI station uptime and/or timely and complete project data reporting during the five (5) year operating and maintenance period may result in an assessment of liquidate damages due the state. Such liquidated damages will be assessed against annual retainage payments (section R). See Section VI.J.4 for additional information regarding assessment of liquidated damages.

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Vendor Duties Within Section as Written” in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

- 1. The specific clause, including section reference, to which an exception has been taken;
- 2. An explanation of why the bidder took exception to the clause; and
- 3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)

A. INDEPENDENT VENDOR / OBLIGATIONS

It is agreed that the Vendor is an independent Vendor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor’s representative shall be the sole point of contact regarding all contractual matters.

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the bidder’s solicitation response shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

- 1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
- 2. Any and all vehicles used by the Vendor’s employees, including all insurance required by state law,
- 3. Damages incurred by Vendor’s employees within the scope of their duties under the contract,
- 4. Maintaining Workers’ Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
- 5. Determining the hours to be worked and the duties to be performed by the Vendor’s employees; and,
- 6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor’s employees).

If the Vendor intends to utilize any subcontractor, the subcontractor’s level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor’s agreement with the respective subcontractor(s).

The State reserves the right to require the Vendor to reassign or remove from the project any Vendor or subcontractor employee.

Vendor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Vendor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

C. EMPLOYEE WORK ELIGIBILITY STATUS

The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Transportation's website at <https://dot.nebraska.gov/media/gurelo3n/us-citizenship-attestation-form.pdf>
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

E. COOPERATION WITH OTHER VENDORS

Vendor may be required to work with or in close proximity to other Vendors or individuals that may be working on same or different projects. The Vendor shall agree to cooperate with such other Vendors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract.

F. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the solicitation response. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

G. PRICES

Prices submitted on the cost sheet shall remain fixed for the first year of the contract. Any request for a price increase subsequent to the first year of the contract shall be submitted in writing to the NDOT a minimum of thirty (30) days prior to the requested effective date of the increase. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

H. PERMITS, REGULATIONS, LAWS

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor on behalf of the State pursuant to this contract.

J. INSURANCE REQUIREMENTS

The Vendor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,

2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Vendor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Vendor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Vendor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Vendor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Vendor elects to increase the mandatory deductible amount, the Vendor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. **WORKERS' COMPENSATION INSURANCE**

The Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Vendor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Vendors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Vendors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
VENDOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The Vendor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska Department of Transportation
Attn: Operations Division
PO Box 94759
Lincoln, NE 68509
NDOT.ProcurementSourcing@nebraska.gov

These certificates or the cover sheet shall reference the solicitation number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Vendor to maintain such insurance, then the Vendor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Vendor.

K. ANTITRUST

The Vendor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

L. CONFLICT OF INTEREST

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, vendor shall provide with its solicitation response a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall solicitation response evaluation.

M. STATE PROPERTY

The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

N. SITE RULES AND REGULATIONS

The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Vendor.

O. ADVERTISING

The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

P. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection 3 below and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

Q. DISASTER RECOVERY/BACK UP PLAN

The Vendor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

R. DRUG POLICY

Vendor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

S. WARRANTY

Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

The Vendor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Vendor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such

Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Vendor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Vendor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

T. TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Payment clauses Within Section as Written” in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

- 1. The specific clause, including section reference, to which an exception has been taken;
- 2. An explanation of why the bidder took exception to the clause; and
- 3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor’s equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

C. INVOICES

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. Invoices shall include at a minimum 1) Contractor name and address, 2) Invoice number, 3) Invoice date, 4) Invoicing period (beginning and ending dates of services), 5) Contract number, 6) Project identification (project location and description, services provided), 7) Contact person, 8) Breakdown of Contractor’s expenses i.e., Direct labor costs (hours worked multiplied by hourly rate), Labor fringe benefits and/or if appropriate, Indirect (overhead) costs, Direct non-labor costs, subcontractor/subconsultant expenses, and 9) Federal and local shares to match the federal amount breakdown of expenses. Invoices must be submitted on or before sixty (60) days following the notice of project completion. See Sections VI.H, VI.I, and VI.J for additional information regarding NEVI required matching and associated considerations.

Invoices shall be sent to: Jeni Campana
Nebraska Department of Transportation
Jeni.Campana@Nebraska.gov

The terms and conditions included in the Vendor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Vendor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Nonnegotiable)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

F. LATE PAYMENT (Nonnegotiable)

The Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative or federal appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor reasonable written notice prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Vendor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

V. REQUIRED FEDERAL CLAUSES

The following Federal clauses are made a part of this RFP and any resulting contract. In the event of a conflict between these clauses and the terms and conditions in the Request for Proposal, the Federal clauses shall supersede and take precedent.

By checking the box, the Contractor acknowledges they have read and agree to the following Federal Terms and Conditions:

☐ YES

A. Buy America Build America (BABA)

<https://www.federalregister.gov/documents/2023/02/21/2023-03498/waiver-of-buy-america-requirements-for-electric-vehicle-chargers>

B. Davis Bacon Federal Wage Requirements

<https://www.employer.gov/federal-contractor-requirements/wage-requirements/>

C. The Americans with Disabilities Act (ADA)

<https://www.ada.gov/law-and-regs/regulations/>

D. The Architectural Barriers Act (ABA)

<https://www.access-board.gov/files/usab-evse-guide.pdf>

E. Title VI (Non-Discrimination) of the Civil Rights Act

<https://www.justice.gov/crt/fcs/TitleVI>

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

<https://www.justice.gov/crt/fair-housing-act-1>

G. The Uniform Relocation Assistance and Real Property Acquisition Act

<https://www.federalregister.gov/documents/2024/05/03/2024-08736/uniform-relocation-assistance-and-real-property-acquisition-for-federal-and-federally-assisted>

H. NEPA Requirements

<https://www.epa.gov/laws-regulations/laws-and-executive-orders>
<https://www.epa.gov/laws-regulations/regulations>

I. FHWA-1273 – Required Contract Provisions for Federal-Aid Construction Contracts

<https://www.fhwa.dot.gov/construction/cqit/form1273.cfm>

J. Federal Acquisition Regulation 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

<https://www.federalregister.gov/documents/2019/08/13/2019-17201/federal-acquisition-regulation-prohibition-on-contracting-for-certain-telecommunications-and-video>

K. 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>

L. 23 CFR 655 – Traffic Operations

<https://www.ecfr.gov/current/title-23/chapter-I/subchapter-G/part-655>

M. 23 CFR 750 – Highway Beautification

<https://www.ecfr.gov/current/title-23/chapter-I/subchapter-H/part-750>

N. Clean Air Act 42 USC 7401

<https://www.epa.gov/clean-air-act-overview/clean-air-act-text>

O. Federal Water Pollution Control Act, as amended, 33 USC 1252

<https://uscode.house.gov/view.xhtml?path=/prelim@title33/chapter26&edition=prelim>

VI. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder's proposal shall be subject to the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW

The Nebraska Department of Transportation (NDOT) is seeking proposals from experienced Contractors to build, own, and operate direct current fast charging (DCFC) stations at seven (7) locations along the I-80 corridor. I-80 is designated as an Alternative Fuel Corridor (AFC), part of a national network of highway corridors designated by USDOT (following nomination by state DOTs) for priority implementation of expanded plug-in electric vehicle (EV) charging and hydrogen, propane, and natural gas fueling. The DCFC stations contracted via this RFP will be funded with National Electric Vehicle Infrastructure (NEVI) Formula Program funds and will be required to meet all requirements of this program for a minimum of five (5) years after they become operational.

B. PROJECT BACKGROUND

On November 15, 2021, the President signed the Bipartisan Infrastructure Law (BIL), which included a new funding program for electric vehicle (EV) infrastructure. The National Electric Vehicle Infrastructure (NEVI) Formula Program authorized under Paragraph 2 allocates \$5 billion in formula funding and an additional \$2.5 billion in enhancements to a range of discretionary grant programs. These funds are to expand the EV charging stations already established and to host new charging infrastructure. Through the formula element of the program, Nebraska will have access to \$30.2 million over the five-year program span, or approximately \$6 million per year.

The Nebraska State Plan for Electric Vehicle Infrastructure Deployment (NDOT NEVI Plan) lays a foundation for the State to support greater EV travel opportunities and the economic activities encouraged by establishing EV charging stations statewide. The plan encourages the expanded use of EVs by providing drivers greater peace of mind knowing they will have access to charging stations outside their homes or places of work.

The initial focus of program funding will be filling gaps in existing charging opportunities along the I-80 AFC from east of Pine Bluff, Wyoming to the Missouri River at the Iowa border. To meet NEVI requirements to allow for reasonable travel and certainty that charging will be available to corridor travelers when needed, seven (7) new stations will be required in specific locations as outlined below. In addition to I-80, designated AFCs in Nebraska that may be the focus or future efforts include:

1. US 6 from US 6/N-31 (204th Street) to the Missouri River
2. US 6/N-31 from I-80 at Exit 432 to US 6 (West Dodge Expressway)

C. PROGRAM REQUIREMENTS

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

1. FHWA National Electric Vehicle Infrastructure Formula Program Interim Final Guidance, August 11, 2025, <https://www.fhwa.dot.gov/environment/nevi/resources/NEVI-Interim-Final-Program-Guidance-8-11-2025.pdf>
2. [National Electric Vehicle Infrastructure Standards and Requirements \(23 CFR Part 680\)](#)

Any requirements specific to this RFP are to be considered in addition to the FHWA requirements and must be adhered to by all Contractors. A full list of requirements that must be agreed to when applying, are included in **Attachment A – NEVI Program Matrices**.

D. PROGRAM STRUCTURE

The federal plan for NEVI-funded electric vehicle charging sites includes a phased approach over the five (5) year funding cycle. The first phase (this RFP) will focus on fully building out charging infrastructure at seven (7) locations along I-80, as shown in Figure 1 and Table 1 which will fill charging gaps along this corridor. Funds will not be spent on other sites (next phases) until the I-80 AFC is fully built out per federal guidelines and the State of Nebraska's determination that corridor travelers will have reasonable certainty of available charging when needed.

This RFP is requesting proposals for installation and operation of seven (7) new privately owned and operated DCFC stations at the locations shown in Figure 1 and Listed in Table 1. Each station must include at least four (4) DCFC ports that support output voltages between 250- and 920-volts DC and which have a continuous power delivery rating of at least 150 kW and supply power according to an EV's power delivery request up to 150 kW, simultaneously from each port at the site. Each port must be equipped with an SAE CCS 1 connector and may be equipped with other connector types as well, including connectors compliant with the North American Charging Standard (NACS). All sites must be publicly accessible for charging 24 hours a day, 7 days a week, 365 days a year and at least one (1) port must be an ADA accessible space.

Additional required features include the ability of customers to pay for charging via multiple methods including major credit or debit cards; real-time display of pricing information; and 24/7 customer support. Successful bidders must agree to keep funded stations in service for a minimum of five (5) years, with continuing obligations to NDOT during the operations and maintenance period, including ensuring at least ninety-seven percent (97%) up time for each port, and regular reporting of station operating data according to schedules and in the format specified by NDOT.

Figure 1. Approximate Proposed DCFC Locations



Figure 1 lists the specific locations for which NDOT is requesting proposals to install new DCFC stations, moving in a west-to-east direction along I-80. To ensure the greatest convenience for corridor travelers, all proposed DCFC stations must be one (1) mile or less from the exit from I-80, measured from the end of the associated exit ramp to the entrance to the DCFC station site. NDOT will not evaluate any proposals for sites at I-80 exits not listed in Table 1, or for sites more than one (1) mile from the end of the exit ramp for listed exits. Proposals can be submitted for a station at any of the listed exits; however, Bidders shall submit separate proposals for each location if bidding multiple sites. Proposals will be evaluated per location with the award going to the highest scoring proposal for each location; NDOT intends to award only one (1) contract per location.

For additional information about required and preferred site attributes see the Candidate Site Requirements Matrix provided in Attachment A – NEVI Program Matrices.

Table 1. Proposed Infrastructure Deployments – I-80 Station Locations

Location Number	City/Town	Route	Location	Local Exit(s)	Utility Territories
1	Kimball	I-80	US 71	20, 22	Kimball Power District or High West Energy
2	Sidney	I-80	US 385	59	Sidney Public Power District/ Wheatbelt Public Power District
3	Big Springs	I-80	N-258	107	Big Springs (NPPD)
4	Gothenburg	I-80	N-47	211	Gothenburg PPD
5	Kearney	I-80	Kearney N-44	272, 275	Kearney NPPD
6	York	I-80	US 81	353	York (NPPD)
7	Omaha	I-80	TBD	432, 439, 440, 442, 445	OPPD

Remaining gaps along other AFCs will be funded in future RFP's. Additional funding will be available in the future to achieve other goals of the program as identified in the NDOT NEVI Plan. All site selection is at the sole discretion of NDOT.

E. PROJECT INFORMATION**1. Total Funding Available**

The NDOT NEVI grant program is a reimbursement grant program. NDOT has, in compliance with NEVI requirements, committed to funding up to eighty percent (80%) of eligible costs for awarded projects. Contractors are required to provide a minimum twenty percent (20%) match of the eligible costs from non-federal sources.

2. Availability of Funding

Grant funding obligation occurs when a selected Contractor and NDOT enter into a written contract after the Contractor has satisfied all applicable requirements and is selected by NDOT. Any costs incurred prior to a fully executed contract are not eligible for reimbursement. NDOT NEVI grant program funds must be used within a two (2) year period of Notice to Proceed (NTP) unless an extension is granted by NDOT. NDOT recognizes that factors outside of the Contractor's control may result in some projects requiring an extension. NDOT retains the right to prioritize projects for selection that are most likely to achieve an efficient timeline and/or AFC build-out requirements.

3. Start Dates and Period of Performance

NDOT expects to obligate NEVI grant program award funding as flexibly and expeditiously as possible after contract award. Once the contract is signed and all required documentation is completed, a notice to proceed will be given by NDOT. A Notice of Acceptance will be issued by NDOT following the successful installation, testing, and certification of the site and receipt of written certification by Bidder that the project was completed in strict accordance with final design plans submitted by bidder and approved by NDOT. The operations and maintenance performance period will start on the date the Notice of Acceptance is issued and continue for the remainder of the contract period. All funds (except for the retainage) will be paid within two (2) months once a final invoice is received after notice of acceptance.

4. Award Size and Anticipated Quantity

NDOT expects to award up to seven (7) contracts with the available funding to the highest scoring proposal for each site with one (1) for each of the sites Shown in Table 1. For each site funding will be provided for up to eighty percent (80%) of eligible project costs, with no minimum or maximum award size per site. NDOT reserves the right to make more or fewer awards and reserves the discretion to alter maximum award sizes upon receiving the full pool of proposals and assessing the needs of the program in relation to the priorities. NDOT also reserves the right not to award the full funding amount requested by a Contractor.

F. ELIGIBILITY INFORMATION**1. Eligible Entities**

In general, most entities are eligible to receive NEVI funds. Contractors must be registered with the Nebraska Secretary of State and be in good standing. The Contractor's proposal shall meet the Federal requirements for participation in the NEVI Formula Program, along with the understanding that the Contractor is solely responsible for proper interpretation of said requirements. The Contractor must maintain personnel with the necessary knowledge and experience with the EVSE and the Federal Formula Program to ensure that the Contractor stays in compliance with all the Federal Formula Program requirements through construction and for the term of all on-going maintenance and operations obligations herein.

2. Eligible Projects

NEVI Formula Program funds are restricted to projects directly related to EV charging infrastructure that is open to the public or to authorized commercial motor vehicle operators from more than one (1) company. Initially, funding under this program is directed to designated AFCs for electric vehicles to build out the national network, particularly along the Interstate Highway System. Refer to Figure 1 for eligible interchanges and eligible project locations.

G. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) SUBRECIPIENT DATA SHEET

By checking the box, the Contractor acknowledges they have read and agree to the following Federal Terms and Conditions:

YES

Failure to provide accurate information for the Bidder named as a party to this agreement or to read and agree to the following Federal Terms and Conditions will cause the inability of the NDOT to process this agreement and result in delay or loss of funds to the Bidder. The Bidder's documentation will be considered incomplete until such time that Subgrantee provides accurate FFATA information.

1. Registration and Identification Information

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

2. Primary Location

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

3. Compensation of Officers

Bidder must provide the NDOT the names and total compensation of the five (5) most highly compensated officers of the entity if:

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

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

H. ELIGIBLE AND INELIGIBLE COST

Contractors may apply for up to eighty percent (80%) federal cost share of the eligible costs, with a minimum required match of twenty percent (20%) from non-federal sources. Contractor may provide a greater than twenty percent (20%) funding match in support of their proposal. Eligible costs to be included in the cost share and match are defined in this section. The eligible and ineligible costs listed in this section are preliminary. Final eligible and ineligible costs may change to conform to Federal regulations and FHWA directives.

In addition to satisfying this minimum matching funds contribution requirement (or otherwise ensuring the matching funds requirement is met), the Contractor is responsible for ensuring that funds are available for any and all costs incurred in completion of the Project that exceed the amount estimated in their proposal, that any and all such costs are paid, and that the Project is completed.

NDOT will not reimburse Contractor for any costs incurred prior to award of a contract under this RFP, for any costs determined by NDOT to be ineligible project costs, or for those incurred in excess of the original or amended proposal cost. Contractor will only be reimbursed for verified actual costs as required by the NEVI requirements and confirmed by the NDOT. Contractor is solely responsible for all such costs with no reimbursement under the contract.

Contractor acknowledges that the funding provided is obtained by NDOT from the federal government. The Contractor further acknowledges that the construction, maintenance, operation, and reporting requirements of this project are material terms of the resulting contract.

1. Eligible Costs

Eligible costs are those costs directly related to charging electric vehicles. To be considered directly related to charging of vehicles, items must be a necessary component in the EV charging station, be a necessary component to connect the EV charging station to the electricity source (or to supply power from the electricity source), provide eligible signage to direct EVs to the charging station, or provide information to EV users about use of the charging station. This includes costs of new public EV charging stations, as well as costs of upgrades to existing public EV charging stations to make them compliant with minimum NEVI standards. Eligible costs may include:

- a. Costs for pre-construction work like environmental documents and studies, preliminary engineering, and related work.
- b. Construction costs (as defined under 23 U.S.C. 101(a)(4)) directly related to EV charging station including necessary paving and curbs for parking positions adjacent to installed EVSE.
- c. Costs for planning, permitting, acquisition, and installation of on-site distributed energy resource (DER) equipment.
- d. Costs to acquire and install on-site electric service equipment (e.g., power meter, transformer, switch gear).
- e. Costs of minor grid updates (work necessary to connect a charging station to the electric grid distribution network like extending power lines or upgrading existing power lines).
- f. Costs to install signage, safety lighting and protection at site.
- g. Costs for workforce development activities.
- h. Costs to procure and install, repair, upgrade, and/or replace existing EV charging equipment to meet the latest version of the NEVI minimum standards and requirements.
- i. Costs to procure, setup, and install EVSE related hardware and software, including cost of extended warranties up to five (5) years.
- j. Costs to upgrade existing EV charging stations to meet ADA requirements.
- k. Costs to install canopies over charging locations.
- l. Costs for battery energy storage systems integrated with EVSE to manage electricity demand charges.
- m. Costs to purchase and install proprietary adapters, and/or to install additional charging cords and connectors (in addition to the required CCS connectors) to allow vehicles equipped with North American Charging Standard (NACS) charge ports to charge at the installed EVSE.

2. **Ineligible Costs**

- a. Costs incurred prior to a fully executed contract.
- b. Costs not directly related to charging of vehicles.
- c. Costs associated with developing site amenities not directly related to EV charging activities.
- d. Costs for purchase or rental of real estate.
- e. Costs for construction or general maintenance of building and parking facilities (if not directly related to charging of vehicles).
- f. Project equipment costs associated solely with installing DC fast charging ports beyond the four (4) required ports are not eligible costs. Such costs could include power cabinets and charging units that do not also support one (1) or more of the four (4) required ports. Charging units with maximum power output ratings less than 150 kW to each charging port are not eligible for reimbursement.
- g. Fixed operations and maintenance costs during the five (5) year operations and maintenance period, which are to be funded by the Contractor, including:
 - 1) Charging equipment lease fees (if Contractor chooses lease option for charging equipment rather than purchase option).
 - 2) Cellular network fees, internet service fees, or similar fees.
 - 3) Hardware and software maintenance and repair costs, including service agreements with third-party contractors and charging equipment manufacturers or warrantors.
- h. Variable operations and maintenance costs, including costs for electricity, insurance, and other recurrent business costs such as staffing.
- i. Costs of major grid upgrades (longer line extension or upgrades, improvements to offsite power generation, bulk power transmission, or substations).
- j. Costs of photovoltaic (PV) solar arrays, even if dedicated to supply power to the EVSE.
- k. Utility service upgrade costs covered by the utility.
- l. Costs covered by programs or tariff rules of the electric utilities.
- m. Costs for processes to comply with otherwise applicable legal requirements.
- n. Costs for studies or research projects.

I. **NEVI FORMULA PROGRAM FUNDS REIMBURSEMENT**

Payment of NEVI Formula Program funds will not be made as advances to the Contractor, but rather, will only be made, after-the-fact of Eligible Expenses having been incurred. Eligible Expenses (and ineligible expenses) for reimbursement are defined and detailed in **Item I Eligible and Ineligible Cost** above with additional reimbursement requirements provided in **Item K** below. Requests for reimbursement of expenses incurred which are outside the limitations contained in this RFP will not be paid.

The minimum matching funds required by the Act must be documented by the Contractor as having been already contributed to the project, as a condition of the NDOT reimbursing requested NEVI Formula Program funds. The minimum matching funds requirement applies to, and will be assessed as to sufficiency, at the time of every request for NEVI Formula Program funds. The minimum amount of matching funds (in money) required is equal to twenty percent (20%) of the total eligible costs of the Project. Under no circumstances may the amount of matching funds be less than twenty percent (20%) of the total eligible cost of the Project. Only certain types of expenses will count towards the matching funds requirement as detailed in **Item G Eligibility Information** and **Item I Eligible and Ineligible Cost**.

The NEVI Formula Programs Funds will be paid in a series of individual reimbursements following the submittal of invoices as otherwise required. For each payment to the Contractor, the State will retain five percent (5%) of the total NEVI Formula Funds awarded. The retained funds shall be distributed as described below. The reimbursement schedule is as follows:

1. **Initial Reimbursement**

Contractor may submit an invoice for reimbursement following the completion of final design and procurement of EVSE equipment for the project following all 2 CFR 200 proof of purchase requirements.

2. **Final Reimbursement**

Contractor may submit a final invoice for reimbursement following substantial completion as determined by NDOT.

3. **Release of Retainage**

The five percent (5%) of retained NEVI Formula Funds shall be paid in installments as described in this section.

- a. Contractor qualifies for a payment of retained NEVI Formula Funds, less any assessed Liquidated Damages, if, and only if, the Contractor has met all obligations for maintenance, operation, and reporting described in the contract and required by applicable law in the calendar year preceding the eligible date for payment. Contractor may be eligible for a payment of retained funds, if, and only if, any substantial or material breaches of the contract are timely and adequately remedied as otherwise described in the contract.
- b. Retained NEVI Formula Funds shall be paid as expressed below. The expressed percentages indicate the percentage of total retained NEVI Formula Funds.
 - 1) First Retained Payment - twenty percent (20%) - One (1) calendar year following the date of the substantial completion of the construction and installation of EVSE infrastructure and equipment as defined in the project;

- 2) Second Retained Payment - twenty percent (20%) - Two (2) calendar years following the date of the substantial completion of the construction and installation of EVSE infrastructure and equipment as defined in the project;
- 3) Third Retained Payment - twenty percent (20%) - Three (3) calendar years following the date of the substantial completion of the construction and installation of EVSE infrastructure and equipment as defined in the project;
- 4) Fourth Retained Payment - twenty percent (20%) - Four (4) calendar years following the date of the substantial completion of the construction and installation of EVSE infrastructure and equipment as defined in the project;
- 5) Fifth Retained Payment - twenty percent (20%) - Five (5) calendar years following the date of the substantial completion of the construction and installation of EVSE infrastructure and equipment as defined in the project;
- c. Contractor must file an invoice requesting payment of retained NEVI Formula Funds following the processes described for other invoices and reimbursements in the contract and as required by 2 CFR 200.
- d. Contractor invoices for payment of retained NEVI Formula Funds must occur within sixty (60) days of the date of that the Contractor becomes otherwise eligible as described in this section.

4. Liquidated Damages

Liquidated Damages (LD) may be assessed against payments for Release of Retainage during the Operational Period for failure of Contractor to comply with (1) EVSE Requirements related to uptime, and (2) Reporting requirements included in the contract, which align with, and will facilitate NDOT's compliance with NEVI Requirements for reporting.

a. EVSE Uptime

If in any year the average annual uptime (rolling twelve (12) month average) for a charging port drops below the ninety-seven percent (97%) threshold established as part of the NEVI Requirements, NDOT will assess LDs against the next payment for Release of Retainage. Damages are not assessed as a penalty, but as a reasonable estimate of and substitute for the damages sustained, which are recognized as incapable of precise measurement. For every one percent (1%) that the average annual uptime falls below ninety-seven percent (97%) for the year, NDOT will assess LDs of \$100 per port. For example, if two (2) ports achieve > ninety-seven percent (97%) up time, but one (1) port achieves 96% and one (1) achieves 93%, total LDs for the year would be \$500 ((1 x \$100) + (4 x \$100) = \$500). For this calculation actual annual average up time (twelve (12) month rolling average) for each port will be rounded up or down to the nearest whole percentage value. Note that for the purposes of the average annual uptime (rolling twelve (12) month average) calculation, such calculations will not commence until thirty (30) days after Final Completion to provide the Contractor with time to address any initial ramp-up issues.

- b. Charging port uptime will be calculated in accordance with the equation included in the National Electric Vehicle Infrastructure Standards and Requirements (23 CFR Part 680.116(b)(3)). For charging stations that employ BESS to reduce the utility connection below 150 kW/port, failure to provide the amount of power requested by a vehicle (up to 150 kW) due to BESS depletion will be considered an outage for the purpose of calculating uptime. Note that the uptime calculation excludes the number of outage hours not under the control of the Developer, provided that the Developer can demonstrate that the charging port would otherwise be operational. These excluded outage hours include: electric utility service interruptions, failure to charge or meet the EV charging customer's expectation for power delivery due to the fault of the vehicle, scheduled maintenance, vandalism, or natural disasters.

c. NEVI Reporting

If the Contractor fails to timely and comprehensively meet the quarterly and annual reporting requirements related to operations and use of EVSE Stations that are included in the Contract per NEVI Requirements, NDOT will impose LDs of \$25 per day for every day past the obligated due date until NDOT receives a complete report with all required data elements. These LDs will be assessed against the next invoice submitted for Release of Retainage after the due date of the quarterly or annual report.

The final settlement between the NDOT and the Contractor will be made after final funding review and approval by the NDOT and after an audit, if deemed necessary, has been performed to determine eligible actual costs.

If deemed necessary, an audit will be performed by the NDOT to determine whether the actual costs incurred for the Project are eligible for reimbursement with federal funds. The Parties understand that the audit may require an adjustment of the reimbursement made under the contract. The Contractor agrees to reimburse the NDOT for any overpayments identified in the audit review, and the NDOT agrees to reimburse the Contractor for underpayments when appropriate.

If the Contractor's calculated share is more than the amount of matching funds previously credited to the Contractor, the NDOT will bill the Contractor for the difference. The Contractor agrees to pay the amount due the NDOT within thirty (30) days of receipt of invoice.

J. REIMBURSEMENT REQUIREMENTS

Contractor may be reimbursed with federal funds for eighty percent (80%) of the actual and eligible incurred costs. Costs will not be reviewed for reimbursement until:

1. The NDOT has obtained federal funds obligation.
2. Contractor obtains the approval of NDOT prior to the purchase of any specialized equipment over \$5,000.00. Specialized equipment is equipment not ordinarily used or required in the regular administration or planning operations of the Contractor. Such equipment must be required for and used primarily for Eligible Expenses of the project. The cost of this specialized equipment must be deemed reasonable as determined by the NDOT and with proper prior approval by NDOT.
3. Contractor agrees to certify that items of equipment included in direct costs have been excluded from the indirect costs.

4. Contractor follows all procurement procedures and requirements as detailed in 2 CFR 200.

The Contractor must submit for reimbursement the total actual costs expended that are eligible for NEVI Formula Program funds up to the percent requested in the bid not to exceed the total bid amount. The NDOT will review the costs submitted and determine what costs are eligible for reimbursement. NDOT will reimburse the Contractor for the Federal share of the eligible actual costs. Contractor shall retain detailed cost records supporting all invoices for five (5) years after the final project closeout by NDOT. Contractor shall submit those records to the NDOT upon request.

Contractor is required to submit their reimbursement requests of actual costs via email to the Nebraska NEVI Formula Program Coordinator, **Jeni Campana** at jeni.campana@nebraska.gov or such other email address as may be designated by the NDOT. The requests will be reviewed by the NDOT to determine compliance with the requirements of the Act, the Application Guidelines, and the contract. Upon satisfactory compliance, payments may be authorized by the NDOT and, upon authorization, will be processed through the NDOT's office in Lincoln, Nebraska. All reimbursement requests (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through the NDOT's invoice workflow system OnBase, for review, approval, and payment. The user guide for the OnBase system along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>

A progress report must accompany the reimbursement request and must include the following:

1. Comparison of actual performance with established goals
2. Progress in meeting schedules
3. Comparison of budgeted (approved) amounts and actual costs incurred.
4. Cost overruns and underruns
5. Approved planning program revisions
6. Other pertinent supporting data.

Breakdown of subcontractors/subconsultants expenses must be noted as paid and signed by appropriate representative.

The NDOT will perform an initial check to verify that all necessary documentation is accurate and complete. The NDOT will reimburse Contractor for the Eligible Expenses and will make a reasonable effort to pay the Contractor within forty-five (45) days of the NDOT's receipt of Contractor's reimbursement request.

The criteria contained in **Item I. Eligible and Ineligible Cost** will be applied to determine whether the costs incurred by the Contractor are allowable under the contract, including any subcontractor/subconsultant agreements.

After receipt and acceptance by the NDOT of the required documentation detailed above and in **2 CFR 200**, the Contractor may submit requests for reimbursement of Eligible Expenses incurred in carrying out the project.

The Contractor will submit requests for reimbursement no more frequently than one (1) time per month, unless this limitation is waived by the NDOT in writing, in a particular instance.

The NDOT will not process a request for reimbursement that is less than \$10,000, unless such request is the final request made by the Contractor under the contract.

The final settlement between the NDOT and the Contractor will be made after final funding review and approval by the NDOT and after an audit, if deemed necessary, has been performed to determine eligible actual costs.

The Contractor will account for Project expenses in a manner consistent with generally accepted accounting principles, including maintenance of records as required by 2 CFR 200. All Project expenses will be supported by documentation evidencing such expenditures. In addition to maintaining records required to be consistent with generally accepted accounting principles, the Contractor will keep such other records as the NDOT may specifically require for compliance with the NEVI Formula Program. The other records required by the NDOT include but are not limited to the following: the Application, the contract, any contract amendments, requests for reimbursement along with supporting documentation of expenses incurred, and correspondence pertaining to this NEVI Formula Program grant award.

The records will be retained for at least five (5) years after expiration of the contract. If any claim, litigation, or audit is started before the expiration of the five (5) year period, the records must be retained until all claims, litigation, or audit findings are resolved.

K. ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) SPECIFICATIONS

These specifications are for EVSE that are compliant with the NEVI Formula Program. NDOT reserves the right to add additional requirements specified in future FHWA NEVI guidance documents, subject to the conditions of the contract. These specifications do not direct the proper methods for installation of the equipment. The installer of the equipment must provide the proper infrastructure and power source up to the location of the EVSE.

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

The Contractor shall meet with the following EVSE requirements:

1. Minimum NEVI Requirements

- a. Electricians working to install or maintain EVSE shall be EVITP certified or shall have graduated from or have a certificate from a DOT registered apprenticeship program.
- b. EV charging infrastructure includes at least four (4) charging ports.
- c. Each of the four (4) charging ports is equipped with an SAE Combined Charging System (CCS 1) connector.
- d. Each of the four (4) charging ports support output voltages between 250- and 920-volts DC.
- e. Each of the four (4) charging ports supports a continuous power delivery rating of at least 150 kW and will supply power according to an EV's power delivery request up to at least 150 kW, continuously and simultaneously with the other three (3) ports.
- f. At least one (1) charging port is ADA accessible, and all EVSE are ADA compliant.
- g. Charging is available at all four (4) ports 24 hours a day, 365 days a year.
- h. A non-federal match of at least twenty percent (20%) of eligible project costs is provided by other sources.
- i. Charging customers will have multiple payment options that do not require paying a membership fee, and which include the option for contactless payment with major credit and debit cards, and either a toll-free number or SMS option to initiate charging and submit payment. Contractor shall list a phone number prominently near the chargers for use by those having any difficulty using the chargers.
- j. Charging station operators must enable access to accessible platforms that provide multilingual 24/7 customer service support; 23 CFR 680 requires that "EV charging customers have mechanisms to report outages, malfunctions, and other issues with charging infrastructure.
- k. EVSE owner will ensure that all four (4) charging ports remain in operation for a minimum of five (5) years after station is operational.
- l. During five (5) year operating period EVSE owner will maintain all ports to achieve at least 97% annual average uptime for each port.
- m. During the five (5) year operating period EVSE owner will provide to NDOT quarterly and annual reports as specified in the contract. (Refer to NEVI Standards and Requirements (23 CFR 680.112) for data collection and reporting requirements.)
- n. Contractor acknowledges they have read and agree to all Federal Terms and Conditions (see Section V).
- o. EVSE shall be certified by an Occupational Safety and Health Administration Nationally Recognized Testing laboratory to the appropriate UL standards.
- p. EVSE shall conform to the latest Open Charge Point Protocol (OCPP2.0.1) to communicate with a network.
- q. EV-to-charger communications must conform to ISO 15118 standards or equivalent.
- r. Price for charging (\$/kWh) must be displayed prior to initiating a charge and shall not change during a charging session.
- s. Distance of site from nearest exit from I-80 is 1.0 miles or less as measured from the end of the off-ramp to the site entrance. Sites further than one (1) mile from the AFC are not compliant and proposals will not be evaluated.
- t. Provide a letter signed by the Site Host expressing a commitment to host the EVSE at the location identified in the Applicant Site Schematic for a minimum of five (5) years from when the EVSE is accepted by NDOT.
- u. Provide completed Attachment C - NEPA Review Form for review by the NDOT NEPA Review Team.

2. All pay equipment (i.e., credit card terminals) integrated with the EVSE equipment must possess the capabilities to ensure credit card transactions are compliant with the latest Payment Card Industry Data Security Standard (PCI DSS). Installers of equipment under these specifications must use commercially reasonable security standards to protect sensitive and/or confidential data both in transit and at rest. All pay equipment must be operational at start-up.
3. Manufacturers and/or suppliers under these specifications must provide warranties covering a minimum of five (5) years for all chargers and equipment from the time of notice of acceptance.
4. Suppliers must provide complete specifications and installation guides for all chargers and equipment. This information must also include any infrastructure required for the installation of a charger, including placement of bollards and curb stops. Installation guides are intended for construction or personal safety requirements related to installation to not cause injury, damage the equipment, or void the warranty.

5. Electrical Safety

- a. In case of emergency, EVSE shall have the ability to stop the flow of power away from the charging unit through a remote disconnect or breaker shunt device. Reference SAE J2990, local code requirements and fire department personnel.
- b. EVSE shall have over-current protection rated for application.
- c. EVSE shall be equipped with design to shut off the flow of electric power to reduce the risk of electric shock in case of a ground or other fault such as a Charge Circuit Interrupting Device (CCID) or Ground Fault Circuit Interrupter (GFCI). See Underwriters Lab 2231 as reference.

6. Networking

- a. EVSE shall be network-ready to allow for management of charging operations.

- b. EVSE hardware shall be operable by a different network service provider without modification necessary from the original vendor.
- c. EVSE shall be capable of connecting to a network via a secure hardwired, wireless, or cellular network.
- d. EVSE shall be accessible by NDOT upon request for inspection, testing, etc.
- e. EVSE shall be able to communicate through a secure network with electric utilities, other energy providers, and local energy management systems.

7. Load Management/Demand Response

- a. Installers must coordinate with the local utility provider to confirm that expected power demand will remain within the capacity of the designed electrical system. Power management may be used to achieve reasonable power loads but shall not go below 150-kW threshold.
- b. The network communications, controls, and back-office support service shall have the ability to monitor energy usage (kWh) and energy demand (kW) of the EVSE.
- c. Communications must meet the latest Open Charge Point Interface protocols or equivalent. Reference latest testing process as provided by Open Charge Point Alliance.

8. Customer Payment Options

- a. As applicable, the network infrastructure shall be PCI compliant in order to execute financial transactions with EV drivers safely and securely. Network provider shall have PCI DSS certification.
- b. Infrastructure shall have a point-of-sale and supporting network that uses an open protocol to allow subscribers of other EV charging system networks to access the EVSE.

9. Screen Displays

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

10. Appearance

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

11. Misc. Minimum Requirements

- a. EVSE shall include security design features to remain tamper-resistant and vandalism resistant, such as tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating or paint. Vandal resistance is intended mostly relative to the touch screen, but the overall goal is to limit damage to vital parts of the equipment as it can sometimes be difficult to get a quick turnaround on parts such as card readers and other items.
- b. EVSE shall be capable of operating in an ambient temperature range of minus 22 to 122 degrees Fahrenheit with a relative humidity of up to ninety percent (90%).
- c. EVSE shall be able to withstand extreme weather conditions including minor flooding, heavy rains, high winds, snow and ice, and is protected from malfunctions due to condensation.
- d. Cabinets and above ground structures (including canopies) shall be designed and constructed to be compliant with the state building code, which is by reference the 2018 Edition of the International Building Code.
- e. EVSE and any external accessories (if applicable) shall have outdoor-rated enclosure – NEMA 3R or greater.
- f. EVSE shall have the ability to measure demand and energy delivered at an accuracy per national standards.

L. MAINTENANCE AND OPERATION

The following sections outline NEVI maintenance and operation requirements as detailed in the following documents.

- FHWA National Electric Vehicle Infrastructure Formula Program Interim Final Guidance, August 11, 2025, <https://www.fhwa.dot.gov/environment/nevi/resources/NEVI-Interim-Final-Program-Guidance-8-11-2025.pdf>
- [National Electric Vehicle Infrastructure Standards and Requirements \(23 CFR Part 680\)](#)

1. Equipment Ownership

Upon completion of construction, installation, and written acceptance by NDOT of fully operational EVSE (including power and data service) the Contractor shall own or lease the EVSE equipment. Contractor(s) shall ensure there is a separate and distinct utility meter for the EVSE system.

2. Five-Year Operations and Maintenance Obligation

The Contractor shall ensure the operation and maintenance of the EVSE at the site for a period of at least five (5) years from the date of substantial completion as determined by the NDOT, at its sole cost and expense as required by the NEVI Standards and Requirements. During this period Contractor shall ensure that all charging ports maintain a minimum of 97 percent annual average up time, shall provide all required reports to NDOT, and shall ensure that the station meets all other minimum NEVI requirements.

During this period NDOT may notify the Contractor if it has reason to believe that any NEVI requirements are not being met and require the Contractor to develop an action plan to bring the station back into compliance with NEVI requirements; Contractor shall implement the action plan. If Contractor fails to timely bring the station back into NEVI compliance NDOT reserves the right to retain a contractor of its own choosing to make necessary repairs or corrections at Contractor's expense.

Notwithstanding anything to the contrary contained in this RFP (including its terms and conditions and applicable appendices) or the contract, if the Contractor is in default of any NEVI requirements, NDOT may terminate the contract, and if the default occurs within five (5) years following the payment of any invoices require the Contractor to repay to NDOT the amount of financial assistance provided, prorated for the portion of the remaining five (5) years.

3. Transfer During the Performance Period

If the Contractor sells the site, closes the business, or otherwise is unable to fulfill the five (5) year obligation for operation and maintenance of the charging station, the Contractor must either work with NDOT to assign a new operator at the site or pay back project funds prorated for the portion of the remaining five (5) years.

4. Uptime Requirement

Throughout the full five (5) year operations and maintenance period Contractor shall ensure that all charging ports maintain a minimum of 97% percent annual average up time. Uptime shall be self-monitored by the Contractor and reported to NDOT quarterly, on a rolling twelve (12) month average basis.

For the purposes of this requirement up time will be measured in accordance with the equation included in the National Electric Vehicle Infrastructure Standards and Requirements (23 CFR Part 680.116(b)(3)). Per this equation the calculation of up time excludes the number of outage hours not under the control of the Developer, provided that the Developer can demonstrate that the charging port would otherwise have been operational. These excluded outage hours include: electric utility service interruptions, failure to charge or meet the EV charging customer's expectation for power delivery due to the fault of the vehicle, scheduled maintenance, vandalism, or natural disasters.

5. Contractor Failure

If the NDOT determines that the Contractor has failed to maintain the improvements as described in the contract and according to the law and applicable rules and regulations, obligations in the contract, the NDOT shall notify the Contractor in writing of the failure. The Contractor shall correct any non-disputed deficiencies or failures as soon as possible, and provide the NDOT with notice of the correction, including a description of the correction sufficient to satisfy the NDOT that the correction has occurred, within five (5) business days of the completion of the correction. If the Contractor disputes any of the NDOT's findings in its notice, the Contractor shall notify the NDOT within ten (10) business day of the dispute. The parties shall meet to discuss any disputed findings as soon as possible. All corrections required by the NDOT shall be considered maintenance under the contract and the cost and expense for the correction shall be as described in § 4.1 of the contract.

If the Contractor fails to correct the failures identified by the NDOT or fails to provide a notice of a dispute within ten (10) business days, the NDOT may, at its discretion, correct the failure and bill the Contractor for the costs to correct the failure, hold the Contractor in material breach and exercise its rights under any bond, or take any other action provided by law or the contract to ensure compliance with the requirements of the NEVI Formula Program.

If the Contractor does not complete the project, the NDOT may immediately terminate the contract, and may require all payments of NEVI Formula Program funds made to the Contractor to be immediately due for repayment to the NDOT.

M. TESTING REQUIREMENTS

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

N. CUSTOMER SERVICE SUPPORT

Contractor shall provide customer service support 24 hours per day, 7 days a week. Customer service shall provide support and responses to inquiries and comments from EVSE users who are using or attempting to use the EVSE charging equipment. The Contractor shall submit a plan detailing how such service shall be provided which is accessible by all users. NDOT will provide key performance indicators (KPI) for monitoring and to ensure quality performance.

All customer service requirements noted in the NEVI Standards and Requirements, linked below.

1. FHWA National Electric Vehicle Infrastructure Formula Program Interim Final Guidance, August 11, 2025, <https://www.fhwa.dot.gov/environment/nevi/resources/NEVI-Interim-Final-Program-Guidance-8-11-2025.pdf>
2. [National Electric Vehicle Infrastructure Standards and Requirements \(23 CFR Part 680\)](#)

O. PRIVACY AND CYBERSECURITY

Contractor shall be responsible for cybersecurity as it relates to owning, operating, maintaining, and data sharing for the EVSE. Contractor shall own and be responsible for all data generated by the chargers at the site. Any data provided to State by Contractor is potentially subject to disclosure, (and may be disclosed by State when State determines it to be appropriate) in accordance with

Nebraska's Public Records Act found at Neb. Rev. Stat. Section 84-712 et seq. Contractor shall participate in a privacy impact assessment with NDOT, including their Data Governance and Security team. Contractor shall share the following:

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

Contractor shall develop a Data Management Plan that identifies the location of the data and security processes and systems governing it while under the Contractor's control. The Data Management Plan shall incorporate this information and guidance on risk assessments for personnel involved with the charging network, including contractors and service providers. Contractor shall submit the Data Management Plan to NDOT for approval. Contractor shall comply with local, state, or federal laws as they relate to cybersecurity and privacy. Contractor shall provide an updated Data Management Plan annually along with the annual report for approval by NDOT. Contractor shall specifically identify the need for the changes and changes to the Data management Plan as part of the annual updates. Contractor can update and submit the Data Management Plan more frequently, if required.

Contractor shall also certify that all component parts of the installed electric vehicle charging station which are capable of storing data, transmitting information via internet connection, or remotely controlling the operation of the electric vehicle charging station were not produced, manufactured, or assembled by a restricted entity. See Nebraska Legislative Bill 1317, section 69 for the definition of a restricted entity (<https://nebraskalegislature.gov/FloorDocs/108/PDF/Final/LB1317.pdf>)

P. PERMITTING & THIRD-PARTY AGREEMENTS

The Contractor must complete and provide **Attachment C – NEPA Review Form** for review and evaluation by the NDOT NEPA Review team. If subsequent post-award review by the NDOT NEPA Team determines that an Environmental Assessment (EA) or Environmental Impact Study (EIS) is required, the proposal will be disqualified.

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

Q. RIGHTS TO INVENTIONS

If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FHWA is ultimately notified.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FHWA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FHWA.

R. REPORTING REQUIREMENTS

The Contractor shall prepare and submit to the NDOT (in a form and manner acceptable to the NDOT), reports as required by 23 CFR 680.112 and containing such information as is required by any federal rules and regulations, policies, or applicable law to ensure that the Project remains eligible for NEVI Formula Program funds. Contractor shall obtain and maintain all necessary equipment, infrastructure, and improvements to ensure its ability to fulfill this obligation.

All reports must be submitted by the Contractor to the Federal EV-ChART platform. This platform provides for monitoring and reporting on site performance with additional information available below.

1. Electric Vehicle Charging Analytics and Reporting Tool (EV-ChART) - <https://driveelectric.gov/evchart>
2. EV-ChART Data Format and Preparation Guidance Webinar - <https://driveelectric.gov/webinars/ev-chart>
3. EV-ChART Data Format and Preparation Guidance - <https://driveelectric.gov/files/ev-chart-data-guidance.pdf>
4. EV-ChART Data Input Template - <https://driveelectric.gov/files/ev-chart-data-input-template.xlsx>

The Contractor shall maintain records and documentation of the project for at least five (5) years after termination/expiration of this contract, including but not limited to: books kept in accordance with generally accepted accounting principles, detailed records of expenditures, contractors/subcontractors and uses of all funds paid in conjunction with this contract as well as final design plans, as-built plans, and structural material certifications. The Contractor shall make such documentation available to the NDOT to copy or review upon request, within a reasonable time period, and in particular in a manner sufficient to allow the NDOT to comply with internal or external audit requirements.

In the event the Contractor does not fulfill its commitments to collect required data or fulfill required reporting, the NDOT may immediately terminate this contract, and may require all payments of NEVI Formula Program funds made to the Contractor to be immediately due for repayment to the NDOT whether or not the contract has naturally expired.

S. POST AWARD ACTIONS

1. Conditional Award

Following determination of the highest ranked candidate site for each corridor group and any additional discussions NDOT deems necessary, NDOT will contingently award contracts to selected Contractors.

The award will be contingent upon two (2) factors, the completion of the appropriate environmental review and the submission of an executed Site Host Agreement.

When the NEPA process is completed and the site host agreement complies with NDOT policies and requirements, NDOT and the Contractor will execute the contract. Upon selection for preliminary award, there are several other required documents that are outlined in **Attachments A through C**.

2. Environmental Review

NDOT will facilitate the NEPA environmental review process utilizing information provided by the Contractor using **Attachment C – NEPA Review Form**. The Contractor must agree to provide all required information and participate in the NEPA review process as requested by the NDOT.

3. Site Host Agreement

The Contractor and the property owner must execute a Site Host Agreement (if the property owner is different than the Contractor) that provides Contractor with a real property interest or other contractual right to install and operate EVSE on the site for a minimum of five (5) years. Contingent contracts or fully executed letters of interest are sufficient to secure a real property interest prior to award.

4. Contract

After the Contractor conditionally accepts the conditional award and the contingencies are satisfied, the Contractor will receive and execute a contract. If the Contractor fails to return a signed contract, NDOT may rescind the award and use the funds to award grants to others.

5. Notice to Proceed

Following full execution of the contract, NDOT will issue the initial Notice to Proceed (NTP) after all conditional requirements have been satisfied as determined by the NDOT. A secondary NTP may be issued for construction before activities begin.

6. Subsequent Award after Non-Selection

If one or more awards are declined or rescinded, NDOT may make a grant offer to a Contractor initially notified that an award would not be made. Notice and acceptance of a subsequent award shall be in accordance with this RFP.

T. REQUIRED PROJECT DELIVERABLES

The following list provides required project deliverables as part of the successful completion of the NEVI Program deployment.

1. **Worker Protection and Investment Certification Form(s)** – Certification of compliance with applicable Nebraska state labor and workforce safety laws – additional forms are required for all subcontractors.
2. **Written Statement on Proprietary Information and Confidentiality (optional)** – Identify any proprietary information and/or confidential trade secrets that should not be made available to the public.
3. **Site Design** – Site schematic, design, and construction plans.
4. **Operations and Maintenance Plan** – Five-year plan to operate and maintain the facility for use by the public with at least 97% uptime – includes O&M contract if applicable.
5. **Data Management Plan** – Plan to manage EV charging related data including a privacy impact assessment.
6. **Networking Agreement** – Five-year plan to provide for networking connectivity for the charging site.
7. **Safety Management Plan** – Plan to address safety on the site including risks and mitigation strategies.
8. **Customer Service Plan** – Plan to allow charging customers to get 24/7 assistance.

U. AUTHORIZATION OF PROJECT PUBLICITY AND INFORMATION SHARING

Prior to announcing or referring to the project or project activities in news releases, press conferences, or other media, the Contractor will inform the NDOT, and if requested by the NDOT, include an acknowledgement or reference to the funding made available for the Project under the contract.

The Contractor agrees to allow the NDOT to issue news releases, and otherwise share information and/or make announcements about the project. NDOT is not required to obtain any approval, written or otherwise, from the Contractor prior to releasing information.

VII. SOLICITATION RESPONSE INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Corporate Overview and Technical Response portions of the solicitation response. The solicitation Cost Sheet template should be completed by bidders and submitted as a separate attachment with their solicitation response. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their solicitation response; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Solicitation responses are due by the date and time shown in the Schedule of Events. Content requirements for the Corporate Overview and Technical Response are presented separately in the following subdivisions:

A. SOLICITATION RESPONSE SUBMISSION

1. CORPORATE OVERVIEW

The Corporate Overview section of the solicitation response should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that solicitation evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the solicitation response due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's solicitation response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's solicitation response is or was an employee of the State within the past thirty-six (36) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for solicitation response submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this solicitation. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's solicitation response accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing five (5) of the bidder's previous projects substantially similar to this Solicitation in size, scope, and complexity. Bidder should limit the list to projects installed over the last five (5) years for any DCFC EVSE stations that are substantially similar to the NEVI EVSE requirements; do not include installations of Level 2 chargers. Nebraska installations should be listed first followed by other installations in the United States.

The bidder should address the following:

- 1) Provide narrative descriptions to highlight the similarities between the bidder's experience and this Solicitation. These descriptions should include:
 - a) The time period of the project,
 - b) The scheduled and actual completion dates,
 - c) Number of DCFC EVSE ports installed and nominal charge rate (kW) of each,
 - d) The bidder's responsibilities,
 - e) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - f) Each project description should identify whether the work was performed as the prime Vendor or as a subcontractor. If a bidder performed as the prime Vendor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- 2) Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.
- 3) If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified. At a minimum, identify the following: project owner, site host, EVSE supplier, EVSE installer/contractor, operator, maintainer, utility provider, subcontractors (if known), consultant (if any), and Charging Network Operator. If a single entity is performing multiple of these roles, please list all the roles from the preceding list that the entity will perform. In addition, identify any partnership and/or site agreements that are in place or planned to support the project. See **Attachment A** for associated form to provide this information.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Solicitation in addition to assessing the experience of specific individuals.

Resumes should not be longer than two (2) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- 1) name, address, and telephone number of the subcontractor(s),
- 2) specific tasks for each subcontractor(s),
- 3) percentage of performance hours intended for each subcontract; and
- 4) total percentage of subcontractor(s) performance hours.

2. TECHNICAL RESPONSE

The Technical Response section of the solicitation response should consist of the following subsections:

- a.** Understanding of the project requirements;
- b.** Proposed development approach;
- c.** Design and permitting;
- d.** Site preparation and construction;
- e.** Cybersecurity management;
- f.** Timeline;
- g.** Operations and maintenance plan;
- h.** Warranty; and
- i.** Deliverables and due dates.

CONTRACTUAL AGREEMENT FORM**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, NDOT is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

**THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN OR OTHER
ELECTRONIC MEANS WITH SIGNATURE AUTHENTICATION/CERTIFICATION**

COMPANY:	
ADDRESS:	
PHONE:	
EMAIL:	
BIDDER NAME & TITLE:	
SIGNATURE:	
DATE:	

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	
TITLE:	
PHONE:	
EMAIL:	

Attachment A

National Electric Vehicle Infrastructure (NEVI) Program

Request for Proposal Number 123703 Z6

Bidder Name:

Location:

Note that Bidders who wish to bid on multiple locations will be required to fill out and submit an entirely separate proposal for each location.

Bidders are required to complete all forms provided in this attachment.

Forms A.1, A.2, A.3, A.4, A.5, and A.6 are to be included as part of the Technical Proposal.
Forms A.7 is to be submitted as the Cost Proposal.

- Form A.1: NEVI Program Minimum Requirements
- Form A.2: Corporate Overview Matrix
- Form A.3: Technical Approach Matrix
- Form A.4: Technical Requirements Matrix
- Form A.5: Candidate Site Requirements Matrix
- Form A.6: Site Installation Schedule
- Form A.7: Cost Proposal Summary

Form A.1
NEVI Program Minimum Requirements
Request for Proposal Number 123703 Z6

Bidders proposing on the **NEVI Program** must certify that they can meet the following minimum requirements as prescribed in the NEVI Program. ***To clarify, a No response to any of the following minimum requirements provided in the Minimum Requirement Matrix (MRM) will result in immediate disqualification of the Bidder's proposal.***

The MRM is used to document and track the NEVI requirements from the proposal through implementation to testing to verify that all requirements have been completely fulfilled. The Bidder will be responsible for maintaining the contractually agreed upon set of baseline requirements. The requirements and Bidder's responses described in the MRM will form a basis for subsequent testing and validation that all requirements have been met.

The Bidder must ensure that the original requirement identifier and requirement description are maintained in the MRM as provided by NDOT.

How to complete the MRM:

MRM Column Description	Bidder Responsibility
MR #	The unique identifier for the minimum requirement as assigned by NDOT. This column is dictated by this RFP and must not be modified by the Bidder.
Requirement Description	The statement of the requirement to which the Bidder must respond. This column is dictated by the RFP and must not be modified by the Bidder.
Resp. (Response Code)	Each of the items from the Minimum Requirements Matrix of this RFP require a response of Y (Yes) or N (No). Below is a brief explanation of each. Y Yes, the minimum NEVI Program requirement can be met. N No, the proposal does not or cannot meet the requirement.

Minimum Requirements Matrix (MRM)

MRM.1 Minimum NEVI Requirements (pass/fail)		Y or N
MRM.1.1	Electricians working to install or maintain EVSE shall be EVITP certified or shall have graduated from or have a certificate from a DOT registered apprenticeship program.	
MRM.1.2	EV charging infrastructure includes at least four (4) charging ports.	
MRM.1.3	Each of the four (4) charging ports is equipped with an SAE Combined Charging System (CCS 1) connector.	
MRM.1.4	Each of the four (4) charging ports support output voltages between 250- and 920-volts DC.	
MRM.1.5	Each of the four (4) charging ports supports a continuous power delivery rating of at least 150 kW and will supply power according to an EV's power delivery request up to at least 150 kW, continuously and simultaneously with the other three (3) ports.	
MRM.1.6	At least one (1) charging port is ADA accessible, and all EVSE are ADA compliant.	
MRM.1.7	Charging is available at all four (4) ports 24 hours a day, 365 days a year.	
MRM.1.8	A non-federal match of at least twenty percent (20%) of eligible project costs is provided by other sources.	
MRM.1.9	Charging customers will have multiple payment options that do not require paying a membership fee, and which include the option for contactless payment with major credit and debit cards, and either a toll-free number or SMS option to initiate charging and submit payment.	
MRM.1.10	24/7 customer support will be available to help charging customers.	
MRM.1.11	EVSE owner will ensure that all four (4) charging ports remain in operation for a minimum of five (5) years after station is operational.	
MRM.1.12	During five (5) year operating period EVSE owner will maintain all ports to achieve at least ninety-seven percent (97%) annual average uptime for each port.	
MRM.1.13	During the five (5) year operating period EVSE owner will provide to NDOT quarterly and annual reports as specified in the contract. (Refer to NEVI Standards and Requirements (23 CFR 680.112) for data collection and reporting requirements.)	
MRM.1.14	Contractor acknowledges they have read and agree to all Federal Terms and Conditions (see Section V).	
MRM.1.15	EVSE shall be certified by an Occupational Safety and Health Administration Nationally Recognized Testing laboratory to the appropriate UL standards.	
MRM.1.16	EVSE shall conform to the latest Open Charge Point Protocol (OCPP2.0.1) to communicate with a network.	
MRM.1.17	EV-to-charger communications must conform to ISO 15118-3 standards.	
MRM.1.18	Price for charging (\$/kWh) must be displayed prior to initiating a charge and shall not change during a charging session.	
MRM.1.19	Distance of site from nearest exit from I-80 is 1.0 miles or less as measured from the end of the off-ramp to the site entrance. Sites further than one mile from the AFC are not compliant and proposals will not be evaluated.	

MRM.1.20	Provide a letter signed by the Site Host expressing a commitment to host the EVSE at the location identified in the Applicant Site Schematic for a minimum of five (5) years from when the EVSE is accepted by NDOT.	
MRM.1.21	Provide completed Attachment C - NEPA Review Form for review by the NDOT NEPA Review Team.	

Form A.2

Corporate Overview Matrix (COM) for NEVI Program

Request for Proposal Number 123703 Z6

Bidders proposing on the **NEVI Program** are instructed to complete the Corporate Overview Matrix (COM) as part of their technical proposal submittal. Within the COM, Bidders are required to provide information describing their firm and its capabilities and experience. The responses within the COM will be included as part of the technical scores for each submittal. ***Note that Bidders that wish to submit proposals on multiple locations will need to fill out and submit a separate proposal for each.***

How to complete the COM:

COM Column Description	Bidder Responsibility
CO #	The unique identifier for the Corporate Overview element as assigned by NDOT. This column is dictated by this RFP and must not be modified by the bidding Bidder.
Corporate Overview Element	The brief statement describing the information about the Bidder firm that is being requested. This column is dictated by the RFP and must not be modified by the bidding Bidder.
Response	Bidders should provide a response that fully, yet concisely, describes the requested information for the Corporate Overview element. If instructed to do so, this information may be provided as separate pages. Response box will expand as needed during typing.

Project Team	
List all organizations expected to be part of the project and provide a brief description of their roles and the project team's structure. At a minimum, identify the following: project owner, site host, EVSE supplier, EVSE installer/contractor, operator, maintainer, utility provider, sub- contractors (if known), charge network provider, and consultant (if any).	
Project Owner (NEVI Project Managing Entity)	
Site Host (Host Site Label / Name)	
EVSE Supplier (EVSE Equipment Supplier)	
EVSE Installer/Contractor (EVSE EVITP Certified Installer)	
Site Operator (Host Site Owner/Operator)	
Equipment Maintainer (EVSE Maintenance)	
Utility Provider (Local Electrical Service Provider)	
Sub-contractors (Supporting Sub-contractors)	
Charge Network Provider (EV Charging Station Network Communications Provider)	
Consultant (Supporting Design Consultant)	

Corporate Overview Matrix (COM)

CO # CORPORATE OVERVIEW ELEMENT	
Bidder Identification and Information	
CO.1	The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.
Response:	
Financial Statements	
CO.2	The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization. If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Describe the general financial structure and capabilities of the Proposer and document 1) who will assume ownership of the project, receive financial benefits, and pay for operations, maintenance, and repairs; 2) any funding commitments or financing in place today and any funding sources available in the future to support the project; and 3) how the Proposer plans to manage cash flow during the project period. Additionally, a non-publicly held firm should provide a banking reference. The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.
Response:	
Change of Ownership	
CO.3	If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the Bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded Bidder(s) will require notification to the State.
Response:	
Office Location	
CO.4	The Bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.
Response:	
Relationship with the State	
CO.5	The Bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.
Response:	

Bidder's Employee Relations to State	
CO.6	If any Party named in the Bidder's proposal response is or was an employee of the State within the past thirty-six (36) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare. If any employee of any agency of the State of Nebraska is employed by the Bidder or is a subcontractor to the Bidder, as of the due date for proposal submission, identify all such persons by name, position held with the Bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the Bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.
Response:	
Contract Performance	
CO.7	If the Bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the Bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the Bidder or litigated and such litigation determined the Bidder to be in default. It is mandatory that the Bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the Bidder's position on the matter. The State will evaluate the facts and will score the Bidder's proposal accordingly. If no such termination for default has been experienced by the Bidder in the past five (5) years, so declare. If at any time during the past five (5) years, the Bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.
Response:	
Summary of Bidder's Corporate Experience	
CO.8	The Bidder should provide a summary matrix listing five (5) of the Bidder's previous projects substantially similar to this Request for Proposal in size, scope, and complexity. Bidder should limit the list to projects installed over the last five (5) years for any DCFC EVSE stations that are substantially similar to NEVI EVSE requirements; do not include installations of Level 2 chargers. Nebraska installations should be listed first followed by other installations in the United States. The Bidder should address the following: 1. Provide narrative descriptions to highlight the similarities between the Bidder's experience and this Request for Proposal. These descriptions should include: a) The time period of the project, b) The scheduled and actual completion dates, c) Number of DCFC EVSE ports installed and nominal charge rate (kW) of each, d) The Bidder's responsibilities, e) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address), and f) Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a Bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget. 2. Bidder and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects. 3. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Bidder(s) above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

Response:

Summary of Bidder's Proposed Personnel/Management Approach

CO.9

The Bidder should present a detailed description of its proposed approach for the management of the project.

The Bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified. At a minimum, identify the following: project owner, site host, EVSE supplier, EVSE installer/contractor, operator, maintainer, utility provider, subcontractors (if known), consultant (if any), and Charging Network Operator. If a single entity is performing multiple of these roles, please list all the roles from the preceding list that the entity will perform. In addition, identify any partnership and/or site agreements that are in place or planned to support the project. The Bidder should provide resumes for all key personnel proposed by the Bidder to work on the project. The State will consider the resumes as a key indicator of the Bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes should not be longer than two (2) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and a description of experience with similar projects. Any changes in proposed personnel shall only be implemented after written approval from the State.

Response:

Subcontractors

CO.10

If the Bidder intends to subcontract any part of its performance hereunder, the following information not already included under Section i. above should also be provided:

1. name, address, and telephone number of the subcontractor(s);
2. specific tasks for each subcontractor(s);
3. percentage of performance hours intended for each subcontract; and
4. total percentage of subcontractor(s) performance hours.

Response:

Form A.3 **Technical Approach Matrix (TAM) for NEVI Program** **Request for Proposal Number 123703 Z6**

Bidders proposing on the **NEVI Program** are instructed to complete the Technical Approach Matrix (TAM) as part of their technical proposal submittal. The technical approach section of the matrix should consist of the following subsections while taking into account the entirety Section VI within RFP **123703 Z6**. ***This description should be written in the Bidders own words and not just taken directly from the RFP.***

How to complete the TAM:

TAM Column Description	Bidder Responsibility
TAM #	The unique identifier for the described technical approach as assigned by NDOT. This column is dictated by this RFP and must not be modified by the Bidder.
Response	Provide a short description for each capability that is available in the system as well as an explanation of any modifications that may be required in order to support the capability. In cases where the capability description has posed specific questions to the Bidder, please be sure that your responses address the questions asked. Response box will expand as needed during typing.

Technical Approach Matrix (TAM)

TAM #	Description
Understanding of the Project Requirements	
TAM.1	In one's own words, the Bidder should present a detailed description of its understanding of the project requirements.
Response:	
Project Planning and Management	
TAM.2	In one's own words, the Bidder should present a detailed description of its approach to project planning and management.
Response:	
Design and permitting	
TAM.3	In one's own words, the Bidder should present a detailed description of its approach to design and permitting.
Response:	
Site Preparation and Construction	
TAM.4	In one's own words, the Bidder should present a detailed description of its approach to site preparation and construction.
Response:	
Cybersecurity Management	
TAM.5	In one's own words, the Bidder should describe processes and procedures related to data sharing responsibilities and identify critical cybersecurity and data safety issues with appropriate measures to manage cybersecurity for all parties involved.
Response:	
Timeline	
TAM.6	Bidder should provide an estimate of the project schedule and timeline along with major project milestones in form A6. Bidder should discuss plans to ensure the EVSE site will be installed and ready for public use as indicated in the proposed schedule and identify how supply chain delays will be mitigated, along with any other potential delays.
Response:	
Operation and Maintenance Plan	
TAM.7	Bidder should describe the general approach to safety (for both EVSE users and staff maintaining EVSE) and emergency response during the operations and maintenance phase.
Response:	

TAM.8	Bidder should describe the general approach ensuring that EVSE and payment systems will be operational during the five (5) year operations and maintenance period, to achieve ninety-seven percent (97%) or greater uptime for each charging port. Items that should be addressed include real-time monitoring of EVSE, customer service system(s), and responsibilities and capabilities to conduct both scheduled maintenance and to respond to and repair equipment failures.
Response:	
TAM.9	Bidder should describe the general approach to scheduling routine site maintenance (snow removal/mowing/ trash collection, etc.) and ensuring routine site maintenance is performed.
Response:	
TAM.10	Bidder should describe the approach to mandatory data collection and reporting during the five (5) year operations and maintenance period. See Section VI.S in the RFP for these requirements.
Response:	
Warranty	
TAM.11	Bidder should describe the EVSE warranty related to parts and labor. Include links to relevant literature (include the full website address, not just hyperlinked text).
Response:	

Form A.4

Technical Requirements Matrix (TRM) for NEVI Program

Request for Proposal Number 123703 Z6

Bidders proposing on the **NEVI Program** are instructed to complete a Technical Requirements Matrix (TRM) as part of their technical proposal submittal. Within the TRM, Bidders are required to describe in detail how their proposed solution meets the specification outlined within each requirement. All responses should be entered within the corresponding columns and rows within the TRM.

The TRM is used to document and track the NEVI Program requirements from the proposal through implementation to testing to verify that all requirements have been completely fulfilled. The Bidder will be responsible for maintaining the contractually agreed upon set of baseline requirements. The requirements and Bidder's responses described in the TRM will form a basis for subsequent testing and validation that all requirements have been met.

The TRM must indicate whether and how the Bidder is able to comply with each requirement. Bidders must meet all requirements or provide specific implementation plans to address any areas on non-compliance. In cases where the Bidder's offering does not currently meet a requirement, but the Bidder plans to implement necessary customizations or enhancements in order to comply with the requirement, the Bidder should describe its approach to making the necessary changes. ***It is not sufficient for the Bidder to simply state that it intends to meet a requirement of the RFP without providing additional description, and NDOT will consider any such response to a requirement in this RFP to be non-responsive.***

The Bidder must ensure that the original requirement identifier and requirement description are maintained in the TRM as provided by NDOT. Failure to maintain these elements may be grounds for disqualification.

How to complete the TRM:

TRM Column Description	Bidder Responsibility
TR #	The unique identifier for the technical requirement as assigned by NDOT. This column is dictated by this RFP and must not be modified by the Bidder.
Requirement Description	The statement of the requirement to which the Bidder must respond. This column is dictated by the RFP and must not be modified by the Bidder.
Resp. (Response Code)	Each of the items from the Technical Requirements Matrix of this RFP require a response of Y (Yes) or N (No). Below is a brief explanation of each. Y Yes, the minimum NEVI Program requirement can be met. N No, the proposal does not or cannot meet the requirement.
Response	Provide a short description for each requirement that is compliant as well as an explanation of any modifications that will be required to meet the requirement and a description of how the modification will be accomplished. In cases where the requirement description has posed specific questions to the Bidder, please be sure that your responses address the questions asked. A restatement of the requirement is not considered a substantive response. Response box will expand as needed during typing.

Technical Requirements Matrix (TRM)

TRM.1 EVSE Description		Y or N
EVSE Equipment and Enhancements		
TRM.1.1	EVSE Supplier (Entity) Name	
TRM.1.2	Contact Name	
TRM.1.3	EVSE Supplier Phone Number	
TRM.1.4	EVSE Supplier Email Address	
TRM.1.5	EVSE Model	
TRM.1.6	Link to EVSE Specifications (provide full address, not hyperlinked text)	
TRM.1.7	Number of Chargers Proposed	
TRM.1.8	Power rating (kW) of each charger	
TRM.1.9	Number of Ports for Each Charger	
TRM.1.10	Number & Type of Connectors Proposed for Each Charger	
TRM.1.11	Is power sharing between ports proposed? If so, what is the maximum charge rate (kW) for any port? Describe how power sharing will work.	
Response:		
TRM.1.12	Are you proposing to include a battery energy storage system integrated with the EVSE? If so, describe the system including usable energy storage capacity (kWh), how the battery will be used during charging, and whether you plan to provide less than 150 kW/port utility connection. If providing less than 150 kW/port utility connection explain how you will meet the minimum NEVI requirement to be able to provide 150 kW/port simultaneous and continuous across all four (4) ports.	
Response:		
EVSE Specifications		Y or N
TRM.1.13	All pay equipment (i.e., credit card terminals) integrated with the EVSE equipment must possess the capabilities to ensure credit card transactions are compliant with the latest Payment Card Industry Data Security Standard (PCI DSS). Installers of equipment under these specifications must use commercially reasonable security standards to protect sensitive and/or confidential data both in transit and at rest. All pay equipment must be operational at start-up.	
Response:		

TRM.1.14	Manufacturers and/or suppliers under these specifications must provide warranties covering a minimum of five (5) years for all chargers and equipment from the time of notice of acceptance.	
Response:		
TRM.1.15	Suppliers must provide complete specifications and installation guides for all chargers and equipment. This information must also include any infrastructure required for the installation of a charger, including placement of bollards and curb stops. Installation guides are intended for construction or personal safety requirements related to installation to not cause injury, damage the equipment, or void the warranty.	
Response:		
Electrical Safety		Y or N
TRM.1.16	In case of emergency, EVSE shall have the ability to stop the flow of power away from the charging unit through a remote disconnect or breaker shunt device. Reference SAE J2990, local code requirements and fire department personnel.	
Response:		
TRM.1.17	EVSE shall have over-current protection rated for application.	
Response:		
TRM.1.18	EVSE shall be equipped with design to shut off the flow of electric power to reduce the risk of electric shock in case of a ground or other fault such as a Charge Circuit Interrupting Device (CCID) or Ground Fault Circuit Interrupter (GFCI). See Underwriters Lab 2231 as reference.	
Response:		
Networking		Y or N
TRM.1.19	EVSE shall be network-ready to allow for management of charging operations.	
Response:		
TRM.1.20	EVSE hardware shall be operable by a different network service provider without modification necessary from the original vendor.	
Response:		
TRM.1.21	EVSE shall be capable of connecting to a network via a secure hardwired, wireless, or cellular network.	
Response:		
TRM.1.22	EVSE shall be accessible by NDOT upon request for inspection, testing, etc.	
Response:		
TRM.1.23	EVSE shall be able to communicate through a secure network with electric utilities, other energy providers, and local energy management systems.	
Response:		
Load Management/Demand Response		Y or N
TRM.1.24	Installers must coordinate with the local utility provider to confirm that expected power demand will remain within the capacity of the designed electrical system. Power management may be used to achieve reasonable power loads but shall not go below 150-kW threshold.	

Response:		
TRM.1.25	The network communications, controls, and back-office support service shall have the ability to monitor energy usage (kWh) and energy demand (kW) of the EVSE.	
Response:		
TRM.1.26	Communications must meet the latest Open Charge Point Interface protocols or equivalent. Reference latest testing process as provided by Open Charge Point Alliance.	
Response:		
Customer Payment Options		Y or N
TRM.1.27	As applicable, the network infrastructure shall be PCI compliant in order to execute financial transactions with EV drivers safely and securely. Network provider shall have PCI DSS certification.	
Response:		
TRM.1.28	Infrastructure shall have a point-of-sale and supporting network that uses an open protocol to allow subscribers of other EV charging system networks to access the EVSE.	
Response:		
Screen Displays		Y or N
TRM.1.29	Displays shall be LCD, LED or equivalent or better, user friendly, easy to operate, daylight and night viewable, and UV-protected with human-machine interface capability.	
Response:		
TRM.1.30	Display must show cost (\$), time limitations, power, charging, charging complete, remote control, system status, faults, and service.	
Response:		
Appearance		Y or N
TRM.1.31	Any form of graphics including branding, logos, and/or art, included on or in the vicinity of the charging stations within the public ROW are subject to the rules and regulations as directed by NDOT. NDOT reserves the right to provide a reasonably sized visual identifier to be placed on the equipment that received NEVI funding from NDOT. Should vendors seek to use additional NDOT branding, they must coordinate that with NDOT's Communications Office.	
Response:		
Miscellaneous Requirements		Y or N
TRM.1.32	EVSE shall include security design features to remain tamper-resistant and vandalism resistant, such as tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating or paint. Vandal resistance is intended mostly relative to the touch screen, but the overall goal is to limit damage to vital parts of the equipment as it can sometimes be difficult to get a quick turnaround on parts such as card readers and other items.	
Response:		

TRM.1.33	EVSE shall be capable of operating in an ambient temperature range of minus 22 to 122 degrees Fahrenheit with a relative humidity of up to ninety percent (90%).	
Response:		
TRM.1.34	EVSE shall be able to withstand extreme weather conditions including minor flooding, heavy rains, high winds, snow and ice, and is protected from malfunctions due to condensation.	
Response:		
TRM.1.35	Cabinets and above ground structures (including canopies) shall be designed and constructed to be compliant with the state building code, which is by reference the 2018 Edition of the International Building Code.	
Response:		
TRM.1.36	EVSE and any external accessories (if applicable) shall have outdoor-rated enclosure – NEMA 3R or greater.	
Response:		
TRM.1.37	EVSE shall have the ability to measure demand and energy delivered at an accuracy per national standards.	
Response:		

Form A.5

Candidate Site Requirements Matrix (CSRM) for NEVI Program

Request for Proposal Number 123703 Z6

Bidders proposing on the **NEVI Program** are instructed to complete a Candidate Site Requirements Matrix (CSRM) as part of their technical proposal submittal. Within the CSRM, Bidders are required to describe their proposed approaches to meeting the requirements associated with planning, implementing, and maintaining and supporting their solution. The responses provided within the CSRM will serve as a template for the scope of work under the terms of this solicitation.

All items identified in the CSRM are required, and Bidders must affirm that they are able to address each of the enumerated requirements. Additionally, responses provided within the CSRM will be scored as part of the evaluation of each Bidder's submission, and Bidders are therefore encouraged to provide detailed discussions of their proposed approaches within the response section for each item in order to inform the scoring.

How to complete the CSRM:

CSRM Column Description	Bidder Responsibility
CSR #	The unique identifier for the project requirement as assigned by NDOT. This column is dictated by this RFP and must not be modified by the Bidder.
Requirement Description	The statement of the requirement to which the Bidder must respond. This column is dictated by the RFP and must not be modified by the Bidder.
Resp. (Response Code)	Bidders must indicate whether or not they are able to address each project requirement. Y Yes, the Bidder can address this requirement. N No, the Bidder is unable to address this requirement.
Response	Bidders should describe their general approach for meeting this requirement. Bidders may also identify factors that could vary and how the approach could be modified as needed to address such variations. The descriptions provided in the Bidder response will be scored as part of the proposal evaluation process. Response box will expand as needed during typing.

Candidate Site Requirements Matrix (CSRM)

CSR #	Requirement Description	
CSR.1.	Candidate Site Information	Y or N
Candidate Site		
CSR.1.1	List the following Candidate Site information:	
	1. Physical Address	
	2. City	
	3. County	
	4. Zip Code	
	5. Exit Number of nearest exit from I-80	
Property Owner		
CSR.1.2	Name of the entity who is the recorded owner of the property where EVSE will be located.	
Site Host		
CSR.1.3	List the following Site Host information:	
	1. Site Host (Entity) Name	
	2. Site Host Contact Name	
	3. Site Host Telephone Number	
	4. Site Host Email Address	
CSR.1.4	Is the Bidder the Property Owner?	
CSR.1.5	Is the Bidder the Site Host?	
CSR.1.6	Is the Site Host the same entity as the Property Owner?	
CSR.1.7	Is the Site Host an affiliated entity of the Property Owner? If yes, describe the nature of the affiliation.	

CSR 1.8	If "No" to questions CSR 1.6 and CSR 1.7 above, describe the relationship among the Bidder, the Property Owner, and the Site Host in the space below, including confirmation and explanation of the Bidder's or Site Host's authority to install EVSE on the property and to operate it for a minimum of five (5) years from the date of NDOT acceptance (e.g., lease/agreement terms, lease/agreement expirations, renewals, Site Host Agreement, etc.).	
Response:		
Site Plan		
CSR.1.9	Is this a new EVSE station or is it an existing DC fast charging station that requires upgrades and/or additional ports and power to meet minimum NEVI requirements? If an existing station provide an overview of the upgrades required.	
Response:		
CSR.1.10	Attach a site plan which identifies location and layout of proposed EVSE and supporting infrastructure – including utility connection - on the site. Site plan should include at a minimum: 1) Existing and proposed designated EV charging/parking space(s) 2) EVSE and supporting electrical equipment 3) Utility connection and path of electrical distribution to EVSE 4) Point of Sale Equipment 5) On-premises signage, new bollards and/or curbs to protect the EVSE and electrical equipment, site lighting (existing or new), and security cameras (existing or new) 6) Space (if any) available for future expansion of EV charging 7) Existing buildings on site 8) Vehicular access points to site 9) American Disability Act (ADA) access Also identify major characteristics of the candidate site with details on each of the items below:	
1.	Describe vehicular access to the site when operational.	
Response:		
2.	Describe the surrounding road access to the site including traffic patterns.	
Response:		
3.	Is the EVSE equipment and supporting infrastructure hardened against damage or loss of service due to weather, transient surge voltages, traffic incidents, vandalism, or other environmental factors.	
Response:		
4.	Describe EVSE access during times of emergency such as evacuation during natural disasters.	
Response:		
CSR.1.11	How many total Direct Current (DC) fast charging stalls with dedicated DC fast charging ports will be available for charging.	

Response:		
CSR.1.12	What is the total power capacity of proposed utility connection that will serve the EVSE (in kW). If less than 600 kW, explain how minimum NEVI requirement of 150 kW/port simultaneous and continuous at four (4) ports will be maintained.	
Response:		
CSR.2	Candidate Site Enhancements or Amenities	Y or N
Enhancements or Amenities		
CSR.2.1	Site lighting at the charging facility?	
CSR.2.2	Cameras covering the charging facility?	
CSR.2.3	Canopy cover over charging area?	
CSR.2.4	At least one charging stall offers the ability to pull through a passenger vehicle and/or accommodate a vehicle that is towing a trailer?	
CSR.2.5	Emergency call system (e.g., blue light phones) at the site?	
CSR.2.6	Availability of Proposer or Site Host staff at the site?	
	Available 24/7?	
	Available less than 24/7 (provide hours) _____	
CSR.2.7	Availability of dedicated support staff person for EV charging at the site?	
	Available 24/7?	
	Available less than 24/7 (provide hours) _____	
CSR.2.8	Availability of open/free wi-fi at the facility?	
CSR.2.9	Availability of prepared and/or non-prepared food at the site?	
	Available 24/7?	
	Available less than 24/7 (provide hours) _____	
CSR.2.10	Availability of prepared and/or non-prepared food within 0.25 miles of the site, available access via sidewalks/pedestrian paths?	
	Available 24/7?	
	Available less than 24/7 (provide hours) _____	
CSR.2.11	Availability of a sit-down restaurant at the site?	
	Available 24/7?	
	Available less than 24/7 (provide hours) _____	
CSR.2.12	Availability of a sit-down restaurant within 0.25 miles of the site, available access via sidewalks/pedestrian paths?	

	Available 24/7?	
	Available less than 24/7 (provide hours) _____	
CSR.2.13	Access to shopping at the site or within 0.25 miles of the site, available access via sidewalks/pedestrian paths?	
	Available 24/7?	
	Available less than 24/7 (provide hours) _____	
CSR.2.14	Access to recreational activities (e.g., dog park, walking paths, park) at the site or within 0.25 miles of the site?	
CSR.2.15	Access to public restrooms at the site?	
	Available 24/7?	
	Available less than 24/7 (provide hours) _____	
CSR.2.16	Access to public transportation (bus, subway, light rail, e-bikes, scooters, etc.) within 0.25 miles of the site?	
CSR.2.17	Describe each enhancement/amenity above and any additional amenities included at the site in one to two sentences for each.	
Response:		
CSR.3 Candidate Site Readiness		
Utility and Networking Coordination		
CSR.3.1	Describe the coordination efforts that have been completed between the Bidder or Site Host and the utility provider for the specified site including whether the utility has committed to provide necessary power to the site, total capacity of proposed utility connection (kW), how power will be transmitted to the site, any upgrades that are required, date when power will be available, and whether the utility has provided a cost estimate for required upgrades.	
Response:		
CSR.3.2	Describe the communications networking capabilities at the site.	
Response:		
Site Development		
CSR.3.3	Describe the current state of the site and development required to prepare for EVSE installation. Include any applicable site development needs including plans for site acquisition, site construction, or other site preparation other than power-related preparation.	
Response:		
CSR.3.4	Are there any permits or other approvals that are required to complete this project? If so, provide the status of each permit and anticipated timeline to obtain approval. Example permit types could include the air/land user, electrical, structural, zoning, local agency, environmental, etc. Describe the approach to determining which permits will be required for the proposed site.	
Response:		
CSR.3.5	Identify potential risks, issues, challenges, and needs related to the candidate site and plans for mitigating these risks.	
Response:		

Site Access		Y or N
CSR.3.6	Are there any barriers (e.g., medians) that prevent turning movements from the site access points to the roadway?	
Response:		
CSR.3.7	Is there a signalized intersection at the site access point?	
Response:		
CSR.3.8	Will the EVSE be clearly marked at the site? Describe how they will be identifiable.	
Response:		
Future Proofing		
CSR.3.9	Describe the potential for additional charging ports, stalls, and power to be provided in the future, including any "make ready" investments that will be included in the project to make future upgrade/expansion easier	
Response:		
CSR.3.10	Describe the current and future ability of the site to allow for parking and charging of medium- and/or heavy-duty vehicles, if any.	
Response:		
CSR.4 Candidate Site – Other Issues		
Sustainability, Equity, Resilience and Economic Development		
CSR.4.1	Describe any usage of renewable energy sources in the electric vehicle charging process for the site.	
Response:		
CSR.4.2	Describe any innovative technologies used and/or innovative approaches, such as on-site battery storage, to site design or operation being employed on the project.	
Response:		
CSR.4.3	Describe the plan for use of small, women-owned, minority-owned, veteran-owned, and/or other diverse businesses and/or workforce as part of the project team and/or in Planning, Design, Construction and Inspection, and Operations & Maintenance.	
Response:		
CSR.4.4	Describe the plan for use of local businesses and/or workforce in Planning, Design, Construction and Inspection, and Operations & Maintenance.	
Response:		
CSR.4.5	Describe the plan for the site to serve users with disabilities including access to amenities at the site.	
Response:		
CSR.5	Equity, Diversity, and Inclusion Enhancements	Y or N

A goal of the IIJA and the NEVI program is to make EVSE more accessible for all users while also addressing equity in access to EV charging stations and the EV industry.		
Safety and Training		
CSR.5.1	Describe all safety considerations at the site, including safety for users and safety equipment (e.g., site lighting, fire extinguisher, Automated External Defibrillator (AED), automatic safety shutoff, etc.).	
Response:		
CSR.5.2	Describe the plan for potential EVSE incidents and explain the management approach and strategies to facilitate site safety as well as safety during construction.	
Response:		
CSR.5.3	Describe the plan for workforce training.	
Response:		
CSR.5.4	Describe the plan for public and/or stakeholder engagement.	
Response:		
CSR.6	Candidate Site EV Charging Rates and Payment Options	Y or N
Rate Setting		
CSR.6.1	Provide a general description of the proposer's approach to 1) the proposed rate structure and methodology for assessing user fees for charging (e.g., cost +1%, additional cost at peak times, initiation and/or idle fees in addition to energy charges (\$/kWh), discount coupons to use EVSE at the candidate site, etc.), 2) ensure payment options are secure, equitable, and accessible, and 3) billing practices. Provide statement confirming the approach described is consistent with NEVI formula program requirements and FHWA Final Rule.	
Response:		
Payment Options		
CSR.6.2	Will Bidder create a membership or loyalty program that will provide users any additional benefits beyond the minimum requirements of NEVI? If yes, explain.	
Response:		
CSR.6.3	Will a cash payment option be available? If yes, explain how cash will be accepted.	
Response:		
CSR.6.4	Will payment by credit card through the EV charger interface be accepted? If no, explain how credit cards will be accepted.	
Response:		
CSR.6.5	Will payment by phone app(s) be available? If so, will this require any fees? If yes, explain.	
Response:		

CSR.6.6	Will payment by RFID card be available? If so, will this require any fees? If yes, explain.	
Response:		
CSR.6.7	Describe the plan to allow unbanked individuals to pay for charging.	
Response:		

Form A.6 Site Installation Schedule

Request for Proposal Number 123703 Z6

To complete the site installation schedule, please indicate proposed completion dates for each milestone listed below. Additionally, please provide any relevant notes or considerations for each milestone. The proposed site installation schedule entered in the table below are to be based on a detailed project schedule and should include the critical path to completion.

Provide the Applicant site installation schedule.			
<u>Milestone</u>	<u>Subcategory</u>	<u>Proposed Completion Date</u>	<u>Notes</u>
1. EVSE Procurement & Installation Completed	Notice to Proceed from NDOT	<u>No earlier than December 1, 2025</u>	
	Design completion - Provide all approved utility requests - Provide detailed schedule and work plan - Provide all required deliverables as indicated in the RFP		
	Permitting completion Provide all required permits		
	EVSE and other major equipment procured and on-site		
	Construction (both site preparation and EVSE installation) completion - Complete Material procurement - Begin construction		
	Power service available at Site		
2. Substantial Completion as Determined by the NDOT	Testing completed		
	Installation Acceptance from NDOT - Provide test procedures - Conduct preliminary field test for each site - Final Acceptance (site 100% ready for public use)		
	Operation and Maintenance - Provide O&M plan and schedule - Provide Site Performance Records - Provide end of O&M Final Report		

Form A.7 Cost Proposal Summary

Request for Proposal Number 123703 Z6

To complete the cost proposal summary, please indicate summary costs as indicated in the table below, noting that values should only be entered in the Eligible Cost column cells. See **Sections VI.G, VI.I of the RFP** for additional information regarding eligible funds and costs.

Project Costs – Funding Requests (Combined Set of Proposed Sites)		Response
A. What is the overall eligible cost of the project as proposed?		\$
B. What is the overall subsidy amount being requested from NDOT? (max 80% of A.)		\$
C. Provide a cost breakdown in the format below, and narrative, describing where costs will be incurred on the project. Include all costs such as site costs, project planning, design, equipment purchase, installation.		

Milestone	Subcategory	Eligible Cost
1. Design & Procurement	a. Design	\$
	b. Permitting	\$
	c. Major Electrical Equipment, to include: EVSE, electrical switchgear/switchboard, CT cabinet and service rated main circuit breaker, and electrical transformers	\$
	Subtotal Payment Point 1	\$
2. Construction	a. Utility upgrade costs	\$
	b. Other material purchases	\$
	c. Major equipment installation (EVSE and supporting electrical equipment)	\$
	d. Other Site Improvements (ADA updates, site access, Security, signage, Etc.)	\$
	e. Inspection and Acceptance Testing	\$
	Subtotal Payment Point 2	\$
	Total	\$

Attachment B – Utility Form

123703 Z6 NEVI Formula Program

SITE APPLICANT INFORMATION (Site Applicant to complete.)

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

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

Address of Site			
Latitude/Longitude			
Number of Chargers Anticipated		Total Service Power Level (kW)	
Type of Service	☐ New Service (No existing lines)	☐ Existing Service Lines	☐ Upgrade of Existing Service
Account Number			
Type	☐ Primary Service	☐ Secondary Service Proposed	In-Service Date
Number & Size of Conductors Anticipated			
Requested Voltages (i.e., 3-phase 277/480V 4 wire)			
Service Capacity (amps)		Load Requested (kVA)	
Provide aerial view of site with transformer location & termination point; show nearest 3-phase source (if known).		Aerial View Attached: ☐ Yes ☐ No	

COST ESTIMATE (Utility Company to complete.)

Utility Company Name		
DESCRIPTION	TOTAL COST & TIMELINE	
High-level Engineering & Construction Cost & Time Estimate	\$	
(This high-level cost* and time estimate** includes Power Transformer, terminator pole, if applicable, Service Lateral or conductor and Metering.)	Timeline:	
*Cost estimate to be covered by Site Applicant.		
**Time estimate is from the time of official service request and subject to change.		

Additional Engineering & Construction Costs/Time Estimates (These estimates include additional time and costs for primary line extension to customers' location and upgrades required to accommodate new load.)	\$
	Timeline:
Site Applicant construction responsibilities for electric distribution service	\$
Electric Distribution Company (EDC) construction responsibilities for electric distribution service	\$
Total Estimated Timeline for Site Applicant	
Total Estimated Cost to Site Applicant	\$

Utility Company Name: _____

Signature: _____

Title: _____

Date: _____

Additional notes:

Attachment C - Site NEPA Review Form

123703 Z6 NEVI Formula Program

Environmental Clearance

All electric vehicle charging infrastructure projects funded through the competitive grant program require environmental clearance. Per NEVI rules, the projects are anticipated as Categorical Exclusions and the NDOT Environmental Section will make the determination. Applicants are required to fill out the applicant portion of the NEPA Clearance worksheet and return the worksheet as part of their submittal. NDOT will review the applicant provided information and supplement any additional information needed to make the determination. Final design and construction cannot begin until environmental clearance is complete.

Proposed Location Site Information			
Applicant Name			
Proposed Location (Address or Latitude/Longitude)			
What is the general land use of the proposed site.	☐ Commercial ☐ Residential ☐ Agricultural ☐ Recreational ☐ Industrial		
Is the Applicant the owner of the proposed site for the charging infrastructure?	☐ Yes	☐ No	

Environmental Screening Questionnaire

For proposed EV charging infrastructure sites located on a previously developed parcel, which is determined to be low-impact, and associated elements including installation of signage, construction of new utility distribution poles or underground utilities, etc. completely within previously disturbed areas, additional review may not be required. If the answer to any question below is YES, further review of environmental impacts by NDOT or proposer, as directed by NDOT, may be required. A change in site location by the applicant following submittal may result in additional environmental review and clearance. If this occurs, the proposer will be financially responsible for costs associated with environmental review and clearance of the new site location.

NEPA Review Questions	YES	NO
Will development of the charging site require ground disturbances (e.g., new utility poles) outside of what is existing (such as parking lots, roadways, buildings) or other impervious surfaces and/or outside of previously disturbed land?	☐	☐
Will development of the charging site require impacts to an existing structure?	☐	☐
Does this project involve the use of property protected by Section 4(f)? This includes publicly owned parks, recreational areas, wildlife and waterfowl refuges, and historic sites.	☐	☐

Will development of the charging site require a temporary or permanent change in access to the facility or existing roadway?	☐	☐
Are there any known hazardous material sites that would be impacted by the development of the charging site?	☐	☐
Is the proposed charging site located within a Regulatory Floodway or any other area of a 100-year floodplain as shown on FEMA Flood Insurance Rate Maps?	☐	☐
Will development of the charging site require the removal of trees with diameters greater than three inches measured at breast height or any forest clearing?	☐	☐
Will development of the charging site require filling in jurisdictional waters (streams and wetlands) and/or filling in streamside management zones?	☐	☐
Is the proposed charging site located within an area designated as a critical habitat for any federally protected species?	☐	☐
Will development of the charging site result in impacts to streams, wetlands or similar?	☐	☐
Is the proposed charging site located on the same property as, or adjacent to, a structure 50 years old or greater?	☐	☐
Is the charging site located within a zoned historic district with the National Register of Historic Places?	☐	☐
Is the charging site located on property owned by a federally recognized Native American tribe?	☐	☐
Will the EVSE be located in an area that is currently partially or completely unpaved?	☐	☐

Additional Environmental Information or Concerns

The following additional questions are designed to help inform NDOT of the proposed location's state of environmental readiness.

Contamination and Remediation: Are any project partners, including the site host, aware of any site contamination, remediation, or cleanup activity associated with hazardous materials? If yes, please clarify.
Existing Condition of Site: Describe the current state and use of the site and detail any development that would be required to prepare for EV charging infrastructure installation. Include any applicable site development needs including plans for site acquisition, site construction, or other site preparation other than electrical power-related preparation.
Permitting: Are there any permits or other approvals that are required to complete this project? If yes, provide status of each permit and an anticipated timeline to obtain approval. Example permit types could include air/land use, electrical, structural, zoning, local agency, or environmental.

Risk: Identify potential risks, issues, challenges, and needs related to the candidate site and plans for mitigating these risks.

Applicant Certification

This certification must be completed and signed by an authorized representative or agent for the Applicant who can attest to the Environmental Screening Questionnaire's quality, accuracy, and completeness and verify that the above questions have been answered to the best of the Applicant's knowledge.

Applicant Name: _____

Signature: _____

Title: _____

Date: _____



ADDENDUM ONE

Date: October 9, 2025

To: All Vendors

From: Dana Smith, Procurement Officer
Nebraska Department of Transportation

RE: Questions and Answers for Request for Proposal 123703 Z6, NEVI Formula Program to be opened October 17, 2025, at 2:00 p.m..

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the RFP.

Solicitation Section Reference	RFP Page Number	Question	Answers
RFP Section Reference: J	RFP Page Numbers: 14-16	1. Can an applicant self-insure for cyber, pollution, commercial crime and umbrella liabilities?	No, the State will not accept self-insurance.
Scope of Work	Page 1	2. We notice that the scope of work/locations criteria of this bid is similar to Nebraska NEVI R231-24 November 2024. Kindly clarify if RFP# 123703 Z6 is a Round/Phase 2 or reopening of R231-24.	All proposals for R231-24 were rejected following FHWA guidance on suspending State EV Infrastructure Deployment Plans. With new guidance, NDOT is reissuing the NEVI Formula Program RFP with minor edits to the previous version.
Scope of Work	Page 1	3. Also please let us know if R231-24 is still under review or if it is to be awarded since we had previously submitted sites in 2024.	All proposals for R231-24 were rejected following FHWA guidance on suspending State EV Infrastructure Deployment Plans.
		4. Are there any union labor requirements?	All contractors and subcontractors performing work under this federally funded program must comply with applicable federal labor standards, including: • Davis-Bacon and Related Acts (40 U.S.C. §§ 3141–3148) – requiring payment of locally prevailing wages and fringe benefits, as determined by the U.S. Department of Labor, for all construction work financed in whole or in part with Federal-aid highway funds.

			• Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708) – establishing overtime compensation requirements. • Copeland “Anti-Kickback” Act (40 U.S.C. § 3145) – prohibiting improper deductions from employee wages. NDOT requires all NEVI-funded projects to incorporate these provisions consistent with 23 U.S.C. 113 and FHWA Form 1273, which must be included in all prime contracts and subcontracts. Contractors must ensure full compliance with the above federal labor standards and any applicable Nebraska employment laws.
		5. Is an estimated budget or cost range available?	NDOT does not publish a specific cost range to maintain competitive fairness.
		6. Is there an anticipated start and completion date for when this work should begin and end?	The anticipated timeline for projects funded under NEVI Formula Program funds will align with federal obligation and construction requirements. Projects are expected to begin construction within 12 months of obligation, consistent with 23 CFR 630.106 and 23 CFR 635.122, unless an alternative schedule is approved by FHWA. As part of the proposal and contracting process, selected vendors will be required to provide a specific construction start and completion date for each awarded site. These dates will be reviewed and approved by NDOT to ensure compliance with project scheduling, FHWA oversight, and timely expenditure of federal funds. All project expenditures will occur prior to project closeout and final reimbursement per FHWA requirements.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

SOLICITATION ADDENDUM TWO REVISED SCHEDULE OF EVENTS

SOLICITATION NUMBER: 123703 Z6

NEVI Formula Program

Opening Date: October 28, 2025 @ 2:00 pm CST

Addendum Effective Date: October 15, 2025

Revised Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the responsibility of bidders to check the NDOT website for all addenda or amendments.

ACTIVITY	DATE/TIME
4. Proposal Opening <i>IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.</i> ShareFile Electronic Proposal Submission Link: https://nebraska.sharefile.com/r-rbebbba42f46c24919a6006f4c5fb90e75	October 17, 2025 October 28, 2025 2:00 PM Central Time
5. Review for conformance to solicitation requirements	October 17-20, 2025 October 28-30, 2025
6. Evaluation period	October 20-29, 2025 Oct. 30 – Nov. 7, 2025
7. "Vendor Demonstrations" (if required)	TBD
8. Post "Intent to Award" to the Internet at: https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/	TBD
9. Contract finalization period	TBD
10. Contract award	TBD
11. Contractor start date	TBD

This addendum will be incorporated into the solicitation.

SOLICITATION ADDENDUM THREE REVISED SCHEDULE OF EVENTS

SOLICITATION NUMBER: RFP 123703 Z6

National Electric Vehicle Infrastructure (NEVI) Formula Program

Opening Date: October 30, 2025 @ 2:00 pm CST

Addendum Effective Date: October 28, 2025

Revised Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the responsibility of bidders to check the State Purchasing Bureau website for all addenda or amendments.

Activity		Date/Time
4.	Proposal Opening IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES. ShareFile Electronic Proposal Submission Link: https://nebraska.sharefile.com/rc00d4ed8c61a4d019d7d93a3583a1671	October 28, 2025 October 30, 2025 2:00 PM CST
5.	Review for conformance to solicitation requirements.	October 28-30, 2025 October 30-31, 2025
6.	Evaluation Period	Oct. 30 – Nov. 7, 2025 Nov. 3 – Nov. 12, 2025
7.	"Vendor Demonstrations" (if required)	TBD
8.	Post "Intent to Award" to the internet at: https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/	TBD
9.	Contract finalization period	TBD
10.	Contract award	TBD
11.	Contractor start date	TBD

This addendum will be incorporated into the solicitation.

EXHIBIT A - Proposal Requirements Checklist

123703 Z6

NEVI Formula Program

Bidders shall submit the following requirements as part of a complete proposal. Proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive.

Failure to provide these requirements may provide cause to reject the proposal in its entirety in the event the Bidder does not cure deficiencies within fourteen (14) calendar days following receipt of notification from NDOT. The requirements are:

- ✓ Original Contractual Agreement Form signed manually in ink or by DocuSign or other electronic means with signature authentication/certification;
- ✓ Clarity and responsiveness of the solicitation;
- ✓ Completed Sections II thru VIII;
- ✓ Completed NEVI Program Minimum Requirements (Attachment A, Form A.1)
- ✓ Completed Corporate Overview (Attachment A, Form A.2)
- ✓ Completed Requirements Matrices (Attachment A, Forms A.3 - A.6);
- ✓ Completed State Cost Proposal Summary (Attachment A, Form A.7);
- ✓ Completed Attachment B Utility Form (PDF);
- ✓ Completed Attachment C NEPA Review Form (PDF);
- ✓ Executed Site Host Agreement (PDF); and
- ✓ Site Plan (PDF).

VENDOR: Pilot – Location #7 Omaha/Gretna

Exception:

None

**Pilot Travel Centers LLC Response to
Request for Proposal #123703 Z6
Nebraska Department of Transportation
October 28, 2025**

**Location #7
I-80 Exit 432
15010 South State Hwy 31, Gretna, NE 68028
Technical Proposal**

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CONTRACTUAL AGREEMENT FORM**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, NDOT is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

X NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

**THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN OR OTHER
ELECTRONIC MEANS WITH SIGNATURE AUTHENTICATION/CERTIFICATION**

COMPANY:	Pilot Travel Centers LLC
ADDRESS:	5508 Lonas Drive Knoxville, TN 37909
PHONE:	(865) 206-6014
EMAIL:	brandon.trama@pilottravelcenters.com
BIDDER NAME & TITLE:	Brandon Trama, Head of Vehicle Electrification and Infrastructure
SIGNATURE:	DocuSigned by: <i>Brandon Trama</i>
DATE:	C19CA2738C804B2 10/27/2025 2:24 PM EDT

**VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION
(IF DIFFERENT FROM ABOVE)**

NAME:	Allie LaCroix
TITLE:	Manager, Grants and Incentives
PHONE:	(865) 206-6014
EMAIL:	allie.lacroix@pilotcompany.com



II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
		

The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the solicitation response as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) Party has a particular clause, then that clause shall control,
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

1. The contract resulting from this Solicitation shall incorporate the following documents:
 - a. Solicitation, including any attachments and addenda;
 - b. Addendums to the solicitation;
 - c. Questions and Answers;
 - d. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
 - e. Addendum to Contract Award (if applicable); and
 - f. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

C. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK & SUSPENSION OF SERVICES

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Vendor. The Vendor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Vendor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Vendor may not claim forfeiture of the contract by reasons of such changes.

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract to include the alternate product at the same price.

*****Vendor will not substitute any item that has been awarded without prior written approval of NDOT*****

H. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion

of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

I. NOTICE OF POTENTIAL VENDOR BREACH

If Vendor breaches the contract or anticipates breaching the contract, the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Vendor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the Vendor. The State may recover from the Vendor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Vendor's breach. OR In case of default of the Vendor, the State may contract the service from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies.

K. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

1. GENERAL

The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Vendor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Vendor has indemnified the State, the Vendor shall, at the Vendor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Vendor, and the State may receive the remedies provided under this Solicitation.

3. PERSONNEL

The Vendor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Vendor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. PERFORMANCE BOND

The Awarded Bidder will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be the full value of the contract amount. The bond will guarantee that the Awarded Bidder will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

P. ASSIGNMENT, SALE, OR MERGER

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

R. FORCE MAJEURE

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

S. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established

thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

T. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract, in whole or in part, immediately for the following reasons:
 - a. if directed to do so by statute,
 - b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
 - c. a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court,
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders,
 - e. an involuntary proceeding has been commenced by any Party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor,
 - f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
 - g. Vendor intentionally discloses confidential information,
 - h. Vendor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

U. CONTRACT CLOSEOUT

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,
4. Cooperate with any successor Vendor, person, or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Vendor, person, or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this section should be construed to require the Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.

V. PROHIBITED PRODUCTS

The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

W. AMERICANS WITH DISABILITIES ACT

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

X. RETAINAGE

The State will withhold five percent (5%) of each payment due as retainage. Twenty percent (20%) of the retainage amount will be payable at the end of each year upon successful completion of the project obligations during the five (5) year operating and maintenance period. At the end of each year during the operating and maintenance period, the Contractor will invoice the State for the retainage. The State may reject each retainage invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the invoice. Otherwise, the operating and maintenance obligations will be deemed accepted, and the State will release the retainage in accordance with the contract payment terms. See Section VI.I for additional information regarding reimbursement and retainage.

Y. LIQUIDATED DAMAGES

Failure to meet contract requirements for NEVI station uptime and/or timely and complete project data reporting during the five (5) year operating and maintenance period may result in an assessment of liquidate damages due the state. Such liquidated damages will be assessed against annual retainage payments (section R). See Section VI.J.4 for additional information regarding assessment of liquidated damages.

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Vendor Duties Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
		

A. INDEPENDENT VENDOR / OBLIGATIONS

It is agreed that the Vendor is an independent Vendor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor's representative shall be the sole point of contact regarding all contractual matters.

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the bidder's solicitation response shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

The State reserves the right to require the Vendor to reassign or remove from the project any Vendor or subcontractor employee.

Vendor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Vendor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

C. EMPLOYEE WORK ELIGIBILITY STATUS

The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Transportation's website at <https://dot.nebraska.gov/media/gurelo3n/us-citizenship-attestation-form.pdf>
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

E. COOPERATION WITH OTHER VENDORS

Vendor may be required to work with or in close proximity to other Vendors or individuals that may be working on same or different projects. The Vendor shall agree to cooperate with such other Vendors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract.

F. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the solicitation response. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

G. PRICES

Prices submitted on the cost sheet shall remain fixed for the first year of the contract. Any request for a price increase subsequent to the first year of the contract shall be submitted in writing to the NDOT a minimum of thirty (30) days prior to the requested effective date of the increase. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

H. PERMITS, REGULATIONS, LAWS

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor on behalf of the State pursuant to this contract.

J. INSURANCE REQUIREMENTS

The Vendor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,

2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Vendor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Vendor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Vendor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Vendor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Vendor elects to increase the mandatory deductible amount, the Vendor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. **WORKERS' COMPENSATION INSURANCE**

The Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Vendor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Vendors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Vendors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
VENDOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The Vendor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska Department of Transportation
Attn: Operations Division
PO Box 94759
Lincoln, NE 68509
NDOT.ProcurementSourcing@nebraska.gov

These certificates or the cover sheet shall reference the solicitation number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Vendor to maintain such insurance, then the Vendor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Vendor.

K. ANTITRUST

The Vendor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

L. CONFLICT OF INTEREST

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, vendor shall provide with its solicitation response a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall solicitation response evaluation.

M. STATE PROPERTY

The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

N. SITE RULES AND REGULATIONS

The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Vendor.

O. ADVERTISING

The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

P. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection 3 below and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

Q. DISASTER RECOVERY/BACK UP PLAN

The Vendor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

R. DRUG POLICY

Vendor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

S. WARRANTY

Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

The Vendor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Vendor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such

Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Vendor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Vendor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

T. TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Payment clauses Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
		

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

C. INVOICES

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. Invoices shall include at a minimum 1) Contractor name and address, 2) Invoice number, 3) Invoice date, 4) Invoicing period (beginning and ending dates of services), 5) Contract number, 6) Project identification (project location and description, services provided), 7) Contact person, 8) Breakdown of Contractor's expenses i.e., Direct labor costs (hours worked multiplied by hourly rate), Labor fringe benefits and/or if appropriate, Indirect (overhead) costs, Direct non-labor costs, subcontractor/subconsultant expenses, and 9) Federal and local shares to match the federal amount breakdown of expenses. Invoices must be submitted on or before sixty (60) days following the notice of project completion. See Sections VI.H, VI.I, and VI.J for additional information regarding NEVI required matching and associated considerations.

Invoices shall be sent to: Jeni Campana
Nebraska Department of Transportation
Jeni.Campana@Nebraska.gov

The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Vendor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Nonnegotiable)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

F. LATE PAYMENT (Nonnegotiable)

The Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative or federal appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor reasonable written notice prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Vendor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

V. REQUIRED FEDERAL CLAUSES

The following Federal clauses are made a part of this RFP and any resulting contract. In the event of a conflict between these clauses and the terms and conditions in the Request for Proposal, the Federal clauses shall supersede and take precedent.

By checking the box, the Contractor acknowledges they have read and agree to the following Federal Terms and Conditions:

☒ YES

A. Buy America Build America (BABA)

<https://www.federalregister.gov/documents/2023/02/21/2023-03498/waiver-of-buy-america-requirements-for-electric-vehicle-chargers>

B. Davis Bacon Federal Wage Requirements

<https://www.employer.gov/federal-contractor-requirements/wage-requirements/>

C. The Americans with Disabilities Act (ADA)

<https://www.ada.gov/law-and-regs/regulations/>

D. The Architectural Barriers Act (ABA)

<https://www.access-board.gov/files/usab-evse-guide.pdf>

E. Title VI (Non-Discrimination) of the Civil Rights Act

<https://www.justice.gov/crt/fcs/TitleVI>

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

<https://www.justice.gov/crt/fair-housing-act-1>

G. The Uniform Relocation Assistance and Real Property Acquisition Act

<https://www.federalregister.gov/documents/2024/05/03/2024-08736/uniform-relocation-assistance-and-real-property-acquisition-for-federal-and-federally-assisted>

H. NEPA Requirements

<https://www.epa.gov/laws-regulations/laws-and-executive-orders>
<https://www.epa.gov/laws-regulations/regulations>

I. FHWA-1273 – Required Contract Provisions for Federal-Aid Construction Contracts

<https://www.fhwa.dot.gov/construction/cqit/form1273.cfm>

J. Federal Acquisition Regulation 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

<https://www.federalregister.gov/documents/2019/08/13/2019-17201/federal-acquisition-regulation-prohibition-on-contracting-for-certain-telecommunications-and-video>

K. 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>

L. 23 CFR 655 – Traffic Operations

<https://www.ecfr.gov/current/title-23/chapter-I/subchapter-G/part-655>

M. 23 CFR 750 – Highway Beautification

<https://www.ecfr.gov/current/title-23/chapter-I/subchapter-H/part-750>

N. Clean Air Act 42 USC 7401

<https://www.epa.gov/clean-air-act-overview/clean-air-act-text>

O. Federal Water Pollution Control Act, as amended, 33 USC 1252

<https://uscode.house.gov/view.xhtml?path=/prelim@title33/chapter26&edition=prelim>

VI. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder's proposal shall be subject to the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW

The Nebraska Department of Transportation (NDOT) is seeking proposals from experienced Contractors to build, own, and operate direct current fast charging (DCFC) stations at seven (7) locations along the I-80 corridor. I-80 is designated as an Alternative Fuel Corridor (AFC), part of a national network of highway corridors designated by USDOT (following nomination by state DOTs) for priority implementation of expanded plug-in electric vehicle (EV) charging and hydrogen, propane, and natural gas fueling. The DCFC stations contracted via this RFP will be funded with National Electric Vehicle Infrastructure (NEVI) Formula Program funds and will be required to meet all requirements of this program for a minimum of five (5) years after they become operational.

B. PROJECT BACKGROUND

On November 15, 2021, the President signed the Bipartisan Infrastructure Law (BIL), which included a new funding program for electric vehicle (EV) infrastructure. The National Electric Vehicle Infrastructure (NEVI) Formula Program authorized under Paragraph 2 allocates \$5 billion in formula funding and an additional \$2.5 billion in enhancements to a range of discretionary grant programs. These funds are to expand the EV charging stations already established and to host new charging infrastructure. Through the formula element of the program, Nebraska will have access to \$30.2 million over the five-year program span, or approximately \$6 million per year.

The Nebraska State Plan for Electric Vehicle Infrastructure Deployment (NDOT NEVI Plan) lays a foundation for the State to support greater EV travel opportunities and the economic activities encouraged by establishing EV charging stations statewide. The plan encourages the expanded use of EVs by providing drivers greater peace of mind knowing they will have access to charging stations outside their homes or places of work.

The initial focus of program funding will be filling gaps in existing charging opportunities along the I-80 AFC from east of Pine Bluff, Wyoming to the Missouri River at the Iowa border. To meet NEVI requirements to allow for reasonable travel and certainty that charging will be available to corridor travelers when needed, seven (7) new stations will be required in specific locations as outlined below. In addition to I-80, designated AFCs in Nebraska that may be the focus or future efforts include:

1. US 6 from US 6/N-31 (204th Street) to the Missouri River
2. US 6/N-31 from I-80 at Exit 432 to US 6 (West Dodge Expressway)

C. PROGRAM REQUIREMENTS

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

1. FHWA National Electric Vehicle Infrastructure Formula Program Interim Final Guidance, August 11, 2025, <https://www.fhwa.dot.gov/environment/nevi/resources/NEVI-Interim-Final-Program-Guidance-8-11-2025.pdf>
2. [National Electric Vehicle Infrastructure Standards and Requirements \(23 CFR Part 680\)](#)

Any requirements specific to this RFP are to be considered in addition to the FHWA requirements and must be adhered to by all Contractors. A full list of requirements that must be agreed to when applying, are included in **Attachment A – NEVI Program Matrices**.

D. PROGRAM STRUCTURE

The federal plan for NEVI-funded electric vehicle charging sites includes a phased approach over the five (5) year funding cycle. The first phase (this RFP) will focus on fully building out charging infrastructure at seven (7) locations along I-80, as shown in Figure 1 and Table 1 which will fill charging gaps along this corridor. Funds will not be spent on other sites (next phases) until the I-80 AFC is fully built out per federal guidelines and the State of Nebraska's determination that corridor travelers will have reasonable certainty of available charging when needed.

This RFP is requesting proposals for installation and operation of seven (7) new privately owned and operated DCFC stations at the locations shown in Figure 1 and Listed in Table 1. Each station must include at least four (4) DCFC ports that support output voltages between 250- and 920-volts DC and which have a continuous power delivery rating of at least 150 kW and supply power according to an EV's power delivery request up to 150 kW, simultaneously from each port at the site. Each port must be equipped with an SAE CCS 1 connector and may be equipped with other connector types as well, including connectors compliant with the North American Charging Standard (NACS). All sites must be publicly accessible for charging 24 hours a day, 7 days a week, 365 days a year and at least one (1) port must be an ADA accessible space.

Additional required features include the ability of customers to pay for charging via multiple methods including major credit or debit cards; real-time display of pricing information; and 24/7 customer support. Successful bidders must agree to keep funded stations in service for a minimum of five (5) years, with continuing obligations to NDOT during the operations and maintenance period, including ensuring at least ninety-seven percent (97%) up time for each port, and regular reporting of station operating data according to schedules and in the format specified by NDOT.

Figure 1. Approximate Proposed DCFC Locations

Figure 1 lists the specific locations for which NDOT is requesting proposals to install new DCFC stations, moving in a west-to-east direction along I-80. To ensure the greatest convenience for corridor travelers, all proposed DCFC stations must be one (1) mile or less from the exit from I-80, measured from the end of the associated exit ramp to the entrance to the DCFC station site. NDOT will not evaluate any proposals for sites at I-80 exits not listed in Table 1, or for sites more than one (1) mile from the end of the exit ramp for listed exits. Proposals can be submitted for a station at any of the listed exits; however, Bidders shall submit separate proposals for each location if bidding multiple sites. Proposals will be evaluated per location with the award going to the highest scoring proposal for each location; NDOT intends to award only one (1) contract per location.

For additional information about required and preferred site attributes see the Candidate Site Requirements Matrix provided in Attachment A – NEVI Program Matrices.

Table 1. Proposed Infrastructure Deployments – I-80 Station Locations

Location Number	City/Town	Route	Location	Local Exit(s)	Utility Territories
1	Kimball	I-80	US 71	20, 22	Kimball Power District or High West Energy
2	Sidney	I-80	US 385	59	Sidney Public Power District/ Wheatbelt Public Power District
3	Big Springs	I-80	N-258	107	Big Springs (NPPD)
4	Gothenburg	I-80	N-47	211	Gothenburg PPD
5	Kearney	I-80	Kearney N-44	272, 275	Kearney NPPD
6	York	I-80	US 81	353	York (NPPD)
7	Omaha	I-80	TBD	432, 439, 440, 442, 445	OPPD

Remaining gaps along other AFCs will be funded in future RFP's. Additional funding will be available in the future to achieve other goals of the program as identified in the NDOT NEVI Plan. All site selection is at the sole discretion of NDOT.

E. PROJECT INFORMATION**1. Total Funding Available**

The NDOT NEVI grant program is a reimbursement grant program. NDOT has, in compliance with NEVI requirements, committed to funding up to eighty percent (80%) of eligible costs for awarded projects. Contractors are required to provide a minimum twenty percent (20%) match of the eligible costs from non-federal sources.

2. Availability of Funding

Grant funding obligation occurs when a selected Contractor and NDOT enter into a written contract after the Contractor has satisfied all applicable requirements and is selected by NDOT. Any costs incurred prior to a fully executed contract are not eligible for reimbursement. NDOT NEVI grant program funds must be used within a two (2) year period of Notice to Proceed (NTP) unless an extension is granted by NDOT. NDOT recognizes that factors outside of the Contractor's control may result in some projects requiring an extension. NDOT retains the right to prioritize projects for selection that are most likely to achieve an efficient timeline and/or AFC build-out requirements.

3. Start Dates and Period of Performance

NDOT expects to obligate NEVI grant program award funding as flexibly and expeditiously as possible after contract award. Once the contract is signed and all required documentation is completed, a notice to proceed will be given by NDOT. A Notice of Acceptance will be issued by NDOT following the successful installation, testing, and certification of the site and receipt of written certification by Bidder that the project was completed in strict accordance with final design plans submitted by bidder and approved by NDOT. The operations and maintenance performance period will start on the date the Notice of Acceptance is issued and continue for the remainder of the contract period. All funds (except for the retainage) will be paid within two (2) months once a final invoice is received after notice of acceptance.

4. Award Size and Anticipated Quantity

NDOT expects to award up to seven (7) contracts with the available funding to the highest scoring proposal for each site with one (1) for each of the sites Shown in Table 1. For each site funding will be provided for up to eighty percent (80%) of eligible project costs, with no minimum or maximum award size per site. NDOT reserves the right to make more or fewer awards and reserves the discretion to alter maximum award sizes upon receiving the full pool of proposals and assessing the needs of the program in relation to the priorities. NDOT also reserves the right not to award the full funding amount requested by a Contractor.

F. ELIGIBILITY INFORMATION**1. Eligible Entities**

In general, most entities are eligible to receive NEVI funds. Contractors must be registered with the Nebraska Secretary of State and be in good standing. The Contractor's proposal shall meet the Federal requirements for participation in the NEVI Formula Program, along with the understanding that the Contractor is solely responsible for proper interpretation of said requirements. The Contractor must maintain personnel with the necessary knowledge and experience with the EVSE and the Federal Formula Program to ensure that the Contractor stays in compliance with all the Federal Formula Program requirements through construction and for the term of all on-going maintenance and operations obligations herein.

2. Eligible Projects

NEVI Formula Program funds are restricted to projects directly related to EV charging infrastructure that is open to the public or to authorized commercial motor vehicle operators from more than one (1) company. Initially, funding under this program is directed to designated AFCs for electric vehicles to build out the national network, particularly along the Interstate Highway System. Refer to Figure 1 for eligible interchanges and eligible project locations.

G. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) SUBRECIPIENT DATA SHEET

By checking the box, the Contractor acknowledges they have read and agree to the following Federal Terms and Conditions:

X YES

Failure to provide accurate information for the Bidder named as a party to this agreement or to read and agree to the following Federal Terms and Conditions will cause the inability of the NDOT to process this agreement and result in delay or loss of funds to the Bidder. The Bidder's documentation will be considered incomplete until such time that Subgrantee provides accurate FFATA information.

1. Registration and Identification Information

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

2. Primary Location

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

3. Compensation of Officers

Bidder must provide the NDOT the names and total compensation of the five (5) most highly compensated officers of the entity if:

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

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

H. ELIGIBLE AND INELIGIBLE COST

Contractors may apply for up to eighty percent (80%) federal cost share of the eligible costs, with a minimum required match of twenty percent (20%) from non-federal sources. Contractor may provide a greater than twenty percent (20%) funding match in support of their proposal. Eligible costs to be included in the cost share and match are defined in this section. The eligible and ineligible costs listed in this section are preliminary. Final eligible and ineligible costs may change to conform to Federal regulations and FHWA directives.

In addition to satisfying this minimum matching funds contribution requirement (or otherwise ensuring the matching funds requirement is met), the Contractor is responsible for ensuring that funds are available for any and all costs incurred in completion of the Project that exceed the amount estimated in their proposal, that any and all such costs are paid, and that the Project is completed.

NDOT will not reimburse Contractor for any costs incurred prior to award of a contract under this RFP, for any costs determined by NDOT to be ineligible project costs, or for those incurred in excess of the original or amended proposal cost. Contractor will only be reimbursed for verified actual costs as required by the NEVI requirements and confirmed by the NDOT. Contractor is solely responsible for all such costs with no reimbursement under the contract.

Contractor acknowledges that the funding provided is obtained by NDOT from the federal government. The Contractor further acknowledges that the construction, maintenance, operation, and reporting requirements of this project are material terms of the resulting contract.

1. Eligible Costs

Eligible costs are those costs directly related to charging electric vehicles. To be considered directly related to charging of vehicles, items must be a necessary component in the EV charging station, be a necessary component to connect the EV charging station to the electricity source (or to supply power from the electricity source), provide eligible signage to direct EVs to the charging station, or provide information to EV users about use of the charging station. This includes costs of new public EV charging stations, as well as costs of upgrades to existing public EV charging stations to make them compliant with minimum NEVI standards. Eligible costs may include:

- a. Costs for pre-construction work like environmental documents and studies, preliminary engineering, and related work.
- b. Construction costs (as defined under 23 U.S.C. 101(a)(4)) directly related to EV charging station including necessary paving and curbs for parking positions adjacent to installed EVSE.
- c. Costs for planning, permitting, acquisition, and installation of on-site distributed energy resource (DER) equipment.
- d. Costs to acquire and install on-site electric service equipment (e.g., power meter, transformer, switch gear).
- e. Costs of minor grid updates (work necessary to connect a charging station to the electric grid distribution network like extending power lines or upgrading existing power lines).
- f. Costs to install signage, safety lighting and protection at site.
- g. Costs for workforce development activities.
- h. Costs to procure and install, repair, upgrade, and/or replace existing EV charging equipment to meet the latest version of the NEVI minimum standards and requirements.
- i. Costs to procure, setup, and install EVSE related hardware and software, including cost of extended warranties up to five (5) years.
- j. Costs to upgrade existing EV charging stations to meet ADA requirements.
- k. Costs to install canopies over charging locations.
- l. Costs for battery energy storage systems integrated with EVSE to manage electricity demand charges.
- m. Costs to purchase and install proprietary adapters, and/or to install additional charging cords and connectors (in addition to the required CCS connectors) to allow vehicles equipped with North American Charging Standard (NACS) charge ports to charge at the installed EVSE.

2. Ineligible Costs

- a. Costs incurred prior to a fully executed contract.
- b. Costs not directly related to charging of vehicles.
- c. Costs associated with developing site amenities not directly related to EV charging activities.
- d. Costs for purchase or rental of real estate.
- e. Costs for construction or general maintenance of building and parking facilities (if not directly related to charging of vehicles).
- f. Project equipment costs associated solely with installing DC fast charging ports beyond the four (4) required ports are not eligible costs. Such costs could include power cabinets and charging units that do not also support one (1) or more of the four (4) required ports. Charging units with maximum power output ratings less than 150 kW to each charging port are not eligible for reimbursement.
- g. Fixed operations and maintenance costs during the five (5) year operations and maintenance period, which are to be funded by the Contractor, including:
 - 1) Charging equipment lease fees (if Contractor chooses lease option for charging equipment rather than purchase option).
 - 2) Cellular network fees, internet service fees, or similar fees.
 - 3) Hardware and software maintenance and repair costs, including service agreements with third-party contractors and charging equipment manufacturers or warrantors.
- h. Variable operations and maintenance costs, including costs for electricity, insurance, and other recurrent business costs such as staffing.
- i. Costs of major grid upgrades (longer line extension or upgrades, improvements to offsite power generation, bulk power transmission, or substations).
- j. Costs of photovoltaic (PV) solar arrays, even if dedicated to supply power to the EVSE.
- k. Utility service upgrade costs covered by the utility.
- l. Costs covered by programs or tariff rules of the electric utilities.
- m. Costs for processes to comply with otherwise applicable legal requirements.
- n. Costs for studies or research projects.

I. NEVI FORMULA PROGRAM FUNDS REIMBURSEMENT

Payment of NEVI Formula Program funds will not be made as advances to the Contractor, but rather, will only be made, after-the-fact of Eligible Expenses having been incurred. Eligible Expenses (and ineligible expenses) for reimbursement are defined and detailed in **Item I Eligible and Ineligible Cost** above with additional reimbursement requirements provided in **Item K** below. Requests for reimbursement of expenses incurred which are outside the limitations contained in this RFP will not be paid.

The minimum matching funds required by the Act must be documented by the Contractor as having been already contributed to the project, as a condition of the NDOT reimbursing requested NEVI Formula Program funds. The minimum matching funds requirement applies to, and will be assessed as to sufficiency, at the time of every request for NEVI Formula Program funds. The minimum amount of matching funds (in money) required is equal to twenty percent (20%) of the total eligible costs of the Project. Under no circumstances may the amount of matching funds be less than twenty percent (20%) of the total eligible cost of the Project. Only certain types of expenses will count towards the matching funds requirement as detailed in **Item G Eligibility Information** and **Item I Eligible and Ineligible Cost**.

The NEVI Formula Programs Funds will be paid in a series of individual reimbursements following the submittal of invoices as otherwise required. For each payment to the Contractor, the State will retain five percent (5%) of the total NEVI Formula Funds awarded. The retained funds shall be distributed as described below. The reimbursement schedule is as follows:

1. Initial Reimbursement

Contractor may submit an invoice for reimbursement following the completion of final design and procurement of EVSE equipment for the project following all 2 CFR 200 proof of purchase requirements.

2. Final Reimbursement

Contractor may submit a final invoice for reimbursement following substantial completion as determined by NDOT.

3. Release of Retainage

The five percent (5%) of retained NEVI Formula Funds shall be paid in installments as described in this section.

- a. Contractor qualifies for a payment of retained NEVI Formula Funds, less any assessed Liquidated Damages, if, and only if, the Contractor has met all obligations for maintenance, operation, and reporting described in the contract and required by applicable law in the calendar year preceding the eligible date for payment. Contractor may be eligible for a payment of retained funds, if, and only if, any substantial or material breaches of the contract are timely and adequately remedied as otherwise described in the contract.
- b. Retained NEVI Formula Funds shall be paid as expressed below. The expressed percentages indicate the percentage of total retained NEVI Formula Funds.
 - 1) First Retained Payment - twenty percent (20%) - One (1) calendar year following the date of the substantial completion of the construction and installation of EVSE infrastructure and equipment as defined in the project;

- 2) Second Retained Payment - twenty percent (20%) - Two (2) calendar years following the date of the substantial completion of the construction and installation of EVSE infrastructure and equipment as defined in the project;
- 3) Third Retained Payment - twenty percent (20%) - Three (3) calendar years following the date of the substantial completion of the construction and installation of EVSE infrastructure and equipment as defined in the project;
- 4) Fourth Retained Payment - twenty percent (20%) - Four (4) calendar years following the date of the substantial completion of the construction and installation of EVSE infrastructure and equipment as defined in the project;
- 5) Fifth Retained Payment - twenty percent (20%) - Five (5) calendar years following the date of the substantial completion of the construction and installation of EVSE infrastructure and equipment as defined in the project;
- c. Contractor must file an invoice requesting payment of retained NEVI Formula Funds following the processes described for other invoices and reimbursements in the contract and as required by 2 CFR 200.
- d. Contractor invoices for payment of retained NEVI Formula Funds must occur within sixty (60) days of the date of that the Contractor becomes otherwise eligible as described in this section.

4. Liquidated Damages

Liquidated Damages (LD) may be assessed against payments for Release of Retainage during the Operational Period for failure of Contractor to comply with (1) EVSE Requirements related to uptime, and (2) Reporting requirements included in the contract, which align with, and will facilitate NDOT's compliance with NEVI Requirements for reporting.

a. EVSE Uptime

If in any year the average annual uptime (rolling twelve (12) month average) for a charging port drops below the ninety-seven percent (97%) threshold established as part of the NEVI Requirements, NDOT will assess LDs against the next payment for Release of Retainage. Damages are not assessed as a penalty, but as a reasonable estimate of and substitute for the damages sustained, which are recognized as incapable of precise measurement. For every one percent (1%) that the average annual uptime falls below ninety-seven percent (97%) for the year, NDOT will assess LDs of \$100 per port. For example, if two (2) ports achieve > ninety-seven percent (97%) up time, but one (1) port achieves 96% and one (1) achieves 93%, total LDs for the year would be \$500 ((1 x \$100) + (4 x \$100) = \$500). For this calculation actual annual average up time (twelve (12) month rolling average) for each port will be rounded up or down to the nearest whole percentage value. Note that for the purposes of the average annual uptime (rolling twelve (12) month average) calculation, such calculations will not commence until thirty (30) days after Final Completion to provide the Contractor with time to address any initial ramp-up issues.

- b. Charging port uptime will be calculated in accordance with the equation included in the National Electric Vehicle Infrastructure Standards and Requirements (23 CFR Part 680.116(b)(3)). For charging stations that employ BESS to reduce the utility connection below 150 kW/port, failure to provide the amount of power requested by a vehicle (up to 150 kW) due to BESS depletion will be considered an outage for the purpose of calculating uptime. Note that the uptime calculation excludes the number of outage hours not under the control of the Developer, provided that the Developer can demonstrate that the charging port would otherwise be operational. These excluded outage hours include: electric utility service interruptions, failure to charge or meet the EV charging customer's expectation for power delivery due to the fault of the vehicle, scheduled maintenance, vandalism, or natural disasters.

c. NEVI Reporting

If the Contractor fails to timely and comprehensively meet the quarterly and annual reporting requirements related to operations and use of EVSE Stations that are included in the Contract per NEVI Requirements, NDOT will impose LDs of \$25 per day for every day past the obligated due date until NDOT receives a complete report with all required data elements. These LDs will be assessed against the next invoice submitted for Release of Retainage after the due date of the quarterly or annual report.

The final settlement between the NDOT and the Contractor will be made after final funding review and approval by the NDOT and after an audit, if deemed necessary, has been performed to determine eligible actual costs.

If deemed necessary, an audit will be performed by the NDOT to determine whether the actual costs incurred for the Project are eligible for reimbursement with federal funds. The Parties understand that the audit may require an adjustment of the reimbursement made under the contract. The Contractor agrees to reimburse the NDOT for any overpayments identified in the audit review, and the NDOT agrees to reimburse the Contractor for underpayments when appropriate.

If the Contractor's calculated share is more than the amount of matching funds previously credited to the Contractor, the NDOT will bill the Contractor for the difference. The Contractor agrees to pay the amount due the NDOT within thirty (30) days of receipt of invoice.

J. REIMBURSEMENT REQUIREMENTS

Contractor may be reimbursed with federal funds for eighty percent (80%) of the actual and eligible incurred costs. Costs will not be reviewed for reimbursement until:

1. The NDOT has obtained federal funds obligation.
2. Contractor obtains the approval of NDOT prior to the purchase of any specialized equipment over \$5,000.00. Specialized equipment is equipment not ordinarily used or required in the regular administration or planning operations of the Contractor. Such equipment must be required for and used primarily for Eligible Expenses of the project. The cost of this specialized equipment must be deemed reasonable as determined by the NDOT and with proper prior approval by NDOT.
3. Contractor agrees to certify that items of equipment included in direct costs have been excluded from the indirect costs.

4. Contractor follows all procurement procedures and requirements as detailed in 2 CFR 200.

The Contractor must submit for reimbursement the total actual costs expended that are eligible for NEVI Formula Program funds up to the percent requested in the bid not to exceed the total bid amount. The NDOT will review the costs submitted and determine what costs are eligible for reimbursement. NDOT will reimburse the Contractor for the Federal share of the eligible actual costs. Contractor shall retain detailed cost records supporting all invoices for five (5) years after the final project closeout by NDOT. Contractor shall submit those records to the NDOT upon request.

Contractor is required to submit their reimbursement requests of actual costs via email to the Nebraska NEVI Formula Program Coordinator, **Jeni Campana** at jeni.campana@nebraska.gov or such other email address as may be designated by the NDOT. The requests will be reviewed by the NDOT to determine compliance with the requirements of the Act, the Application Guidelines, and the contract. Upon satisfactory compliance, payments may be authorized by the NDOT and, upon authorization, will be processed through the NDOT's office in Lincoln, Nebraska. All reimbursement requests (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through the NDOT's invoice workflow system OnBase, for review, approval, and payment. The user guide for the OnBase system along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>

A progress report must accompany the reimbursement request and must include the following:

1. Comparison of actual performance with established goals
2. Progress in meeting schedules
3. Comparison of budgeted (approved) amounts and actual costs incurred.
4. Cost overruns and underruns
5. Approved planning program revisions
6. Other pertinent supporting data.

Breakdown of subcontractors/subconsultants expenses must be noted as paid and signed by appropriate representative.

The NDOT will perform an initial check to verify that all necessary documentation is accurate and complete. The NDOT will reimburse Contractor for the Eligible Expenses and will make a reasonable effort to pay the Contractor within forty-five (45) days of the NDOT's receipt of Contractor's reimbursement request.

The criteria contained in **Item I. Eligible and Ineligible Cost** will be applied to determine whether the costs incurred by the Contractor are allowable under the contract, including any subcontractor/subconsultant agreements.

After receipt and acceptance by the NDOT of the required documentation detailed above and in **2 CFR 200**, the Contractor may submit requests for reimbursement of Eligible Expenses incurred in carrying out the project.

The Contractor will submit requests for reimbursement no more frequently than one (1) time per month, unless this limitation is waived by the NDOT in writing, in a particular instance.

The NDOT will not process a request for reimbursement that is less than \$10,000, unless such request is the final request made by the Contractor under the contract.

The final settlement between the NDOT and the Contractor will be made after final funding review and approval by the NDOT and after an audit, if deemed necessary, has been performed to determine eligible actual costs.

The Contractor will account for Project expenses in a manner consistent with generally accepted accounting principles, including maintenance of records as required by 2 CFR 200. All Project expenses will be supported by documentation evidencing such expenditures. In addition to maintaining records required to be consistent with generally accepted accounting principles, the Contractor will keep such other records as the NDOT may specifically require for compliance with the NEVI Formula Program. The other records required by the NDOT include but are not limited to the following: the Application, the contract, any contract amendments, requests for reimbursement along with supporting documentation of expenses incurred, and correspondence pertaining to this NEVI Formula Program grant award.

The records will be retained for at least five (5) years after expiration of the contract. If any claim, litigation, or audit is started before the expiration of the five (5) year period, the records must be retained until all claims, litigation, or audit findings are resolved.

K. ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) SPECIFICATIONS

These specifications are for EVSE that are compliant with the NEVI Formula Program. NDOT reserves the right to add additional requirements specified in future FHWA NEVI guidance documents, subject to the conditions of the contract. These specifications do not direct the proper methods for installation of the equipment. The installer of the equipment must provide the proper infrastructure and power source up to the location of the EVSE.

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

The Contractor shall meet with the following EVSE requirements:

1. Minimum NEVI Requirements

- a. Electricians working to install or maintain EVSE shall be EVITP certified or shall have graduated from or have a certificate from a DOT registered apprenticeship program.
 - b. EV charging infrastructure includes at least four (4) charging ports.
 - c. Each of the four (4) charging ports is equipped with an SAE Combined Charging System (CCS 1) connector.
 - d. Each of the four (4) charging ports support output voltages between 250- and 920-volts DC.
 - e. Each of the four (4) charging ports supports a continuous power delivery rating of at least 150 kW and will supply power according to an EV's power delivery request up to at least 150 kW, continuously and simultaneously with the other three (3) ports.
 - f. At least one (1) charging port is ADA accessible, and all EVSE are ADA compliant.
 - g. Charging is available at all four (4) ports 24 hours a day, 365 days a year.
 - h. A non-federal match of at least twenty percent (20%) of eligible project costs is provided by other sources.
 - i. Charging customers will have multiple payment options that do not require paying a membership fee, and which include the option for contactless payment with major credit and debit cards, and either a toll-free number or SMS option to initiate charging and submit payment. Contractor shall list a phone number prominently near the chargers for use by those having any difficulty using the chargers.
 - j. Charging station operators must enable access to accessible platforms that provide multilingual 24/7 customer service support; 23 CFR 680 requires that "EV charging customers have mechanisms to report outages, malfunctions, and other issues with charging infrastructure.
 - k. EVSE owner will ensure that all four (4) charging ports remain in operation for a minimum of five (5) years after station is operational.
 - l. During five (5) year operating period EVSE owner will maintain all ports to achieve at least 97% annual average uptime for each port.
 - m. During the five (5) year operating period EVSE owner will provide to NDOT quarterly and annual reports as specified in the contract. (Refer to NEVI Standards and Requirements (23 CFR 680.112) for data collection and reporting requirements.)
 - n. Contractor acknowledges they have read and agree to all Federal Terms and Conditions (see Section V).
 - o. EVSE shall be certified by an Occupational Safety and Health Administration Nationally Recognized Testing laboratory to the appropriate UL standards.
 - p. EVSE shall conform to the latest Open Charge Point Protocol (OCPP2.0.1) to communicate with a network.
 - q. EV-to-charger communications must conform to ISO 15118 standards or equivalent.
 - r. Price for charging (\$/kWh) must be displayed prior to initiating a charge and shall not change during a charging session.
 - s. Distance of site from nearest exit from I-80 is 1.0 miles or less as measured from the end of the off-ramp to the site entrance. Sites further than one (1) mile from the AFC are not compliant and proposals will not be evaluated.
 - t. Provide a letter signed by the Site Host expressing a commitment to host the EVSE at the location identified in the Applicant Site Schematic for a minimum of five (5) years from when the EVSE is accepted by NDOT.
 - u. Provide completed Attachment C - NEPA Review Form for review by the NDOT NEPA Review Team.
- 2.** All pay equipment (i.e., credit card terminals) integrated with the EVSE equipment must possess the capabilities to ensure credit card transactions are compliant with the latest Payment Card Industry Data Security Standard (PCI DSS). Installers of equipment under these specifications must use commercially reasonable security standards to protect sensitive and/or confidential data both in transit and at rest. All pay equipment must be operational at start-up.
- 3.** Manufacturers and/or suppliers under these specifications must provide warranties covering a minimum of five (5) years for all chargers and equipment from the time of notice of acceptance.
- 4.** Suppliers must provide complete specifications and installation guides for all chargers and equipment. This information must also include any infrastructure required for the installation of a charger, including placement of bollards and curb stops. Installation guides are intended for construction or personal safety requirements related to installation to not cause injury, damage the equipment, or void the warranty.
- 5. Electrical Safety**
- a. In case of emergency, EVSE shall have the ability to stop the flow of power away from the charging unit through a remote disconnect or breaker shunt device. Reference SAE J2990, local code requirements and fire department personnel.
 - b. EVSE shall have over-current protection rated for application.
 - c. EVSE shall be equipped with design to shut off the flow of electric power to reduce the risk of electric shock in case of a ground or other fault such as a Charge Circuit Interrupting Device (CCID) or Ground Fault Circuit Interrupter (GFCI). See Underwriters Lab 2231 as reference.
- 6. Networking**
- a. EVSE shall be network-ready to allow for management of charging operations.

- b. EVSE hardware shall be operable by a different network service provider without modification necessary from the original vendor.
- c. EVSE shall be capable of connecting to a network via a secure hardwired, wireless, or cellular network.
- d. EVSE shall be accessible by NDOT upon request for inspection, testing, etc.
- e. EVSE shall be able to communicate through a secure network with electric utilities, other energy providers, and local energy management systems.

7. Load Management/Demand Response

- a. Installers must coordinate with the local utility provider to confirm that expected power demand will remain within the capacity of the designed electrical system. Power management may be used to achieve reasonable power loads but shall not go below 150-kW threshold.
- b. The network communications, controls, and back-office support service shall have the ability to monitor energy usage (kWh) and energy demand (kW) of the EVSE.
- c. Communications must meet the latest Open Charge Point Interface protocols or equivalent. Reference latest testing process as provided by Open Charge Point Alliance.

8. Customer Payment Options

- a. As applicable, the network infrastructure shall be PCI compliant in order to execute financial transactions with EV drivers safely and securely. Network provider shall have PCI DSS certification.
- b. Infrastructure shall have a point-of-sale and supporting network that uses an open protocol to allow subscribers of other EV charging system networks to access the EVSE.

9. Screen Displays

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

10. Appearance

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

11. Misc. Minimum Requirements

- a. EVSE shall include security design features to remain tamper-resistant and vandalism resistant, such as tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating or paint. Vandal resistance is intended mostly relative to the touch screen, but the overall goal is to limit damage to vital parts of the equipment as it can sometimes be difficult to get a quick turnaround on parts such as card readers and other items.
- b. EVSE shall be capable of operating in an ambient temperature range of minus 22 to 122 degrees Fahrenheit with a relative humidity of up to ninety percent (90%).
- c. EVSE shall be able to withstand extreme weather conditions including minor flooding, heavy rains, high winds, snow and ice, and is protected from malfunctions due to condensation.
- d. Cabinets and above ground structures (including canopies) shall be designed and constructed to be compliant with the state building code, which is by reference the 2018 Edition of the International Building Code.
- e. EVSE and any external accessories (if applicable) shall have outdoor-rated enclosure – NEMA 3R or greater.
- f. EVSE shall have the ability to measure demand and energy delivered at an accuracy per national standards.

L. MAINTENANCE AND OPERATION

The following sections outline NEVI maintenance and operation requirements as detailed in the following documents.

- FHWA National Electric Vehicle Infrastructure Formula Program Interim Final Guidance, August 11, 2025, <https://www.fhwa.dot.gov/environment/nevi/resources/NEVI-Interim-Final-Program-Guidance-8-11-2025.pdf>
- [National Electric Vehicle Infrastructure Standards and Requirements \(23 CFR Part 680\)](#)

1. Equipment Ownership

Upon completion of construction, installation, and written acceptance by NDOT of fully operational EVSE (including power and data service) the Contractor shall own or lease the EVSE equipment. Contractor(s) shall ensure there is a separate and distinct utility meter for the EVSE system.

2. Five-Year Operations and Maintenance Obligation

The Contractor shall ensure the operation and maintenance of the EVSE at the site for a period of at least five (5) years from the date of substantial completion as determined by the NDOT, at its sole cost and expense as required by the NEVI Standards and Requirements. During this period Contractor shall ensure that all charging ports maintain a minimum of 97 percent annual average up time, shall provide all required reports to NDOT, and shall ensure that the station meets all other minimum NEVI requirements.

During this period NDOT may notify the Contractor if it has reason to believe that any NEVI requirements are not being met and require the Contractor to develop an action plan to bring the station back into compliance with NEVI requirements; Contractor shall implement the action plan. If Contractor fails to timely bring the station back into NEVI compliance NDOT reserves the right to retain a contractor of its own choosing to make necessary repairs or corrections at Contractor's expense.

Notwithstanding anything to the contrary contained in this RFP (including its terms and conditions and applicable appendices) or the contract, if the Contractor is in default of any NEVI requirements, NDOT may terminate the contract, and if the default occurs within five (5) years following the payment of any invoices require the Contractor to repay to NDOT the amount of financial assistance provided, prorated for the portion of the remaining five (5) years.

3. Transfer During the Performance Period

If the Contractor sells the site, closes the business, or otherwise is unable to fulfill the five (5) year obligation for operation and maintenance of the charging station, the Contractor must either work with NDOT to assign a new operator at the site or pay back project funds prorated for the portion of the remaining five (5) years.

4. Uptime Requirement

Throughout the full five (5) year operations and maintenance period Contractor shall ensure that all charging ports maintain a minimum of 97% percent annual average up time. Uptime shall be self-monitored by the Contractor and reported to NDOT quarterly, on a rolling twelve (12) month average basis.

For the purposes of this requirement up time will be measured in accordance with the equation included in the National Electric Vehicle Infrastructure Standards and Requirements (23 CFR Part 680.116(b)(3)). Per this equation the calculation of up time excludes the number of outage hours not under the control of the Developer, provided that the Developer can demonstrate that the charging port would otherwise have been operational. These excluded outage hours include: electric utility service interruptions, failure to charge or meet the EV charging customer's expectation for power delivery due to the fault of the vehicle, scheduled maintenance, vandalism, or natural disasters.

5. Contractor Failure

If the NDOT determines that the Contractor has failed to maintain the improvements as described in the contract and according to the law and applicable rules and regulations, obligations in the contract, the NDOT shall notify the Contractor in writing of the failure. The Contractor shall correct any non-disputed deficiencies or failures as soon as possible, and provide the NDOT with notice of the correction, including a description of the correction sufficient to satisfy the NDOT that the correction has occurred, within five (5) business days of the completion of the correction. If the Contractor disputes any of the NDOT's findings in its notice, the Contractor shall notify the NDOT within ten (10) business day of the dispute. The parties shall meet to discuss any disputed findings as soon as possible. All corrections required by the NDOT shall be considered maintenance under the contract and the cost and expense for the correction shall be as described in § 4.1 of the contract.

If the Contractor fails to correct the failures identified by the NDOT or fails to provide a notice of a dispute within ten (10) business days, the NDOT may, at its discretion, correct the failure and bill the Contractor for the costs to correct the failure, hold the Contractor in material breach and exercise its rights under any bond, or take any other action provided by law or the contract to ensure compliance with the requirements of the NEVI Formula Program.

If the Contractor does not complete the project, the NDOT may immediately terminate the contract, and may require all payments of NEVI Formula Program funds made to the Contractor to be immediately due for repayment to the NDOT.

M. TESTING REQUIREMENTS

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

N. CUSTOMER SERVICE SUPPORT

Contractor shall provide customer service support 24 hours per day, 7 days a week. Customer service shall provide support and responses to inquiries and comments from EVSE users who are using or attempting to use the EVSE charging equipment. The Contractor shall submit a plan detailing how such service shall be provided which is accessible by all users. NDOT will provide key performance indicators (KPI) for monitoring and to ensure quality performance.

All customer service requirements noted in the NEVI Standards and Requirements, linked below.

1. FHWA National Electric Vehicle Infrastructure Formula Program Interim Final Guidance, August 11, 2025, <https://www.fhwa.dot.gov/environment/nevi/resources/NEVI-Interim-Final-Program-Guidance-8-11-2025.pdf>
2. [National Electric Vehicle Infrastructure Standards and Requirements \(23 CFR Part 680\)](#)

O. PRIVACY AND CYBERSECURITY

Contractor shall be responsible for cybersecurity as it relates to owning, operating, maintaining, and data sharing for the EVSE. Contractor shall own and be responsible for all data generated by the chargers at the site. Any data provided to State by Contractor is potentially subject to disclosure, (and may be disclosed by State when State determines it to be appropriate) in accordance with

Nebraska's Public Records Act found at Neb. Rev. Stat. Section 84-712 et seq. Contractor shall participate in a privacy impact assessment with NDOT, including their Data Governance and Security team. Contractor shall share the following:

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

Contractor shall develop a Data Management Plan that identifies the location of the data and security processes and systems governing it while under the Contractor's control. The Data Management Plan shall incorporate this information and guidance on risk assessments for personnel involved with the charging network, including contractors and service providers. Contractor shall submit the Data Management Plan to NDOT for approval. Contractor shall comply with local, state, or federal laws as they relate to cybersecurity and privacy. Contractor shall provide an updated Data Management Plan annually along with the annual report for approval by NDOT. Contractor shall specifically identify the need for the changes and changes to the Data management Plan as part of the annual updates. Contractor can update and submit the Data Management Plan more frequently, if required.

Contractor shall also certify that all component parts of the installed electric vehicle charging station which are capable of storing data, transmitting information via internet connection, or remotely controlling the operation of the electric vehicle charging station were not produced, manufactured, or assembled by a restricted entity. See Nebraska Legislative Bill 1317, section 69 for the definition of a restricted entity (<https://nebraskalegislature.gov/FloorDocs/108/PDF/Final/LB1317.pdf>)

P. PERMITTING & THIRD-PARTY AGREEMENTS

The Contractor must complete and provide **Attachment C – NEPA Review Form** for review and evaluation by the NDOT NEPA Review team. If subsequent post-award review by the NDOT NEPA Team determines that an Environmental Assessment (EA) or Environmental Impact Study (EIS) is required, the proposal will be disqualified.

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

Q. RIGHTS TO INVENTIONS

If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FHWA is ultimately notified.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FHWA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FHWA.

R. REPORTING REQUIREMENTS

The Contractor shall prepare and submit to the NDOT (in a form and manner acceptable to the NDOT), reports as required by 23 CFR 680.112 and containing such information as is required by any federal rules and regulations, policies, or applicable law to ensure that the Project remains eligible for NEVI Formula Program funds. Contractor shall obtain and maintain all necessary equipment, infrastructure, and improvements to ensure its ability to fulfill this obligation.

All reports must be submitted by the Contractor to the Federal EV-ChART platform. This platform provides for monitoring and reporting on site performance with additional information available below.

1. Electric Vehicle Charging Analytics and Reporting Tool (EV-ChART) - <https://driveelectric.gov/evchart>
2. EV-ChART Data Format and Preparation Guidance Webinar - <https://driveelectric.gov/webinars/ev-chart>
3. EV-ChART Data Format and Preparation Guidance - <https://driveelectric.gov/files/ev-chart-data-guidance.pdf>
4. EV-ChART Data Input Template - <https://driveelectric.gov/files/ev-chart-data-input-template.xlsx>

The Contractor shall maintain records and documentation of the project for at least five (5) years after termination/expiration of this contract, including but not limited to: books kept in accordance with generally accepted accounting principles, detailed records of expenditures, contractors/subcontractors and uses of all funds paid in conjunction with this contract as well as final design plans, as-built plans, and structural material certifications. The Contractor shall make such documentation available to the NDOT to copy or review upon request, within a reasonable time period, and in particular in a manner sufficient to allow the NDOT to comply with internal or external audit requirements.

In the event the Contractor does not fulfill its commitments to collect required data or fulfill required reporting, the NDOT may immediately terminate this contract, and may require all payments of NEVI Formula Program funds made to the Contractor to be immediately due for repayment to the NDOT whether or not the contract has naturally expired.

S. POST AWARD ACTIONS

1. Conditional Award

Following determination of the highest ranked candidate site for each corridor group and any additional discussions NDOT deems necessary, NDOT will contingently award contracts to selected Contractors.

The award will be contingent upon two (2) factors, the completion of the appropriate environmental review and the submission of an executed Site Host Agreement.

When the NEPA process is completed and the site host agreement complies with NDOT policies and requirements, NDOT and the Contractor will execute the contract. Upon selection for preliminary award, there are several other required documents that are outlined in **Attachments A through C**.

2. Environmental Review

NDOT will facilitate the NEPA environmental review process utilizing information provided by the Contractor using **Attachment C – NEPA Review Form**. The Contractor must agree to provide all required information and participate in the NEPA review process as requested by the NDOT.

3. Site Host Agreement

The Contractor and the property owner must execute a Site Host Agreement (if the property owner is different than the Contractor) that provides Contractor with a real property interest or other contractual right to install and operate EVSE on the site for a minimum of five (5) years. Contingent contracts or fully executed letters of interest are sufficient to secure a real property interest prior to award.

4. Contract

After the Contractor conditionally accepts the conditional award and the contingencies are satisfied, the Contractor will receive and execute a contract. If the Contractor fails to return a signed contract, NDOT may rescind the award and use the funds to award grants to others.

5. Notice to Proceed

Following full execution of the contract, NDOT will issue the initial Notice to Proceed (NTP) after all conditional requirements have been satisfied as determined by the NDOT. A secondary NTP may be issued for construction before activities begin.

6. Subsequent Award after Non-Selection

If one or more awards are declined or rescinded, NDOT may make a grant offer to a Contractor initially notified that an award would not be made. Notice and acceptance of a subsequent award shall be in accordance with this RFP.

T. REQUIRED PROJECT DELIVERABLES

The following list provides required project deliverables as part of the successful completion of the NEVI Program deployment.

1. **Worker Protection and Investment Certification Form(s)** – Certification of compliance with applicable Nebraska state labor and workforce safety laws – additional forms are required for all subcontractors.
2. **Written Statement on Proprietary Information and Confidentiality (optional)** – Identify any proprietary information and/or confidential trade secrets that should not be made available to the public.
3. **Site Design** – Site schematic, design, and construction plans.
4. **Operations and Maintenance Plan** – Five-year plan to operate and maintain the facility for use by the public with at least 97% uptime – includes O&M contract if applicable.
5. **Data Management Plan** – Plan to manage EV charging related data including a privacy impact assessment.
6. **Networking Agreement** – Five-year plan to provide for networking connectivity for the charging site.
7. **Safety Management Plan** – Plan to address safety on the site including risks and mitigation strategies.
8. **Customer Service Plan** – Plan to allow charging customers to get 24/7 assistance.

U. AUTHORIZATION OF PROJECT PUBLICITY AND INFORMATION SHARING

Prior to announcing or referring to the project or project activities in news releases, press conferences, or other media, the Contractor will inform the NDOT, and if requested by the NDOT, include an acknowledgement or reference to the funding made available for the Project under the contract.

The Contractor agrees to allow the NDOT to issue news releases, and otherwise share information and/or make announcements about the project. NDOT is not required to obtain any approval, written or otherwise, from the Contractor prior to releasing information.

VII. SOLICITATION RESPONSE INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Corporate Overview and Technical Response portions of the solicitation response. The solicitation Cost Sheet template should be completed by bidders and submitted as a separate attachment with their solicitation response. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their solicitation response; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Solicitation responses are due by the date and time shown in the Schedule of Events. Content requirements for the Corporate Overview and Technical Response are presented separately in the following subdivisions:

A. SOLICITATION RESPONSE SUBMISSION

1. CORPORATE OVERVIEW

The Corporate Overview section of the solicitation response should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that solicitation evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the solicitation response due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's solicitation response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's solicitation response is or was an employee of the State within the past thirty-six (36) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for solicitation response submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this solicitation. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's solicitation response accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing five (5) of the bidder's previous projects substantially similar to this Solicitation in size, scope, and complexity. Bidder should limit the list to projects installed over the last five (5) years for any DCFC EVSE stations that are substantially similar to the NEVI EVSE requirements; do not include installations of Level 2 chargers. Nebraska installations should be listed first followed by other installations in the United States.

The bidder should address the following:

- 1) Provide narrative descriptions to highlight the similarities between the bidder's experience and this Solicitation. These descriptions should include:
 - a) The time period of the project,
 - b) The scheduled and actual completion dates,
 - c) Number of DCFC EVSE ports installed and nominal charge rate (kW) of each,
 - d) The bidder's responsibilities,
 - e) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - f) Each project description should identify whether the work was performed as the prime Vendor or as a subcontractor. If a bidder performed as the prime Vendor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- 2) Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.
- 3) If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified. At a minimum, identify the following: project owner, site host, EVSE supplier, EVSE installer/contractor, operator, maintainer, utility provider, subcontractors (if known), consultant (if any), and Charging Network Operator. If a single entity is performing multiple of these roles, please list all the roles from the preceding list that the entity will perform. In addition, identify any partnership and/or site agreements that are in place or planned to support the project. See **Attachment A** for associated form to provide this information.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Solicitation in addition to assessing the experience of specific individuals.

Resumes should not be longer than two (2) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- 1) name, address, and telephone number of the subcontractor(s),
- 2) specific tasks for each subcontractor(s),
- 3) percentage of performance hours intended for each subcontract; and
- 4) total percentage of subcontractor(s) performance hours.

2. TECHNICAL RESPONSE

The Technical Response section of the solicitation response should consist of the following subsections:

- a.** Understanding of the project requirements;
- b.** Proposed development approach;
- c.** Design and permitting;
- d.** Site preparation and construction;
- e.** Cybersecurity management;
- f.** Timeline;
- g.** Operations and maintenance plan;
- h.** Warranty; and
- i.** Deliverables and due dates.

Attachment A

National Electric Vehicle Infrastructure (NEVI) Program

Request for Proposal Number 123703 Z6

Bidder Name: Pilot Travel Centers LLC

Location: 7

Note that Bidders who wish to bid on multiple locations will be required to fill out and submit an entirely separate proposal for each location.

Bidders are required to complete all forms provided in this attachment.

Forms A.1, A.2, A.3, A.4, A.5, and A.6 are to be included as part of the Technical Proposal.
Forms A.7 is to be submitted as the Cost Proposal.

Form A.1: NEVI Program Minimum Requirements

Form A.2: Corporate Overview Matrix

Form A.3: Technical Approach Matrix

Form A.4: Technical Requirements Matrix

Form A.5: Candidate Site Requirements Matrix

Form A.6: Site Installation Schedule

Form A.7: Cost Proposal Summary

Form A.1
NEVI Program Minimum Requirements
Request for Proposal Number 123703 Z6

Bidders proposing on the **NEVI Program** must certify that they can meet the following minimum requirements as prescribed in the NEVI Program. ***To clarify, a No response to any of the following minimum requirements provided in the Minimum Requirement Matrix (MRM) will result in immediate disqualification of the Bidder's proposal.***

The MRM is used to document and track the NEVI requirements from the proposal through implementation to testing to verify that all requirements have been completely fulfilled. The Bidder will be responsible for maintaining the contractually agreed upon set of baseline requirements. The requirements and Bidder's responses described in the MRM will form a basis for subsequent testing and validation that all requirements have been met.

The Bidder must ensure that the original requirement identifier and requirement description are maintained in the MRM as provided by NDOT.

How to complete the MRM:

MRM Column Description	Bidder Responsibility
MR #	The unique identifier for the minimum requirement as assigned by NDOT. This column is dictated by this RFP and must not be modified by the Bidder.
Requirement Description	The statement of the requirement to which the Bidder must respond. This column is dictated by the RFP and must not be modified by the Bidder.
Resp. (Response Code)	Each of the items from the Minimum Requirements Matrix of this RFP require a response of Y (Yes) or N (No). Below is a brief explanation of each. Y Yes, the minimum NEVI Program requirement can be met. N No, the proposal does not or cannot meet the requirement.

Minimum Requirements Matrix (MRM)

MRM.1 Minimum NEVI Requirements (pass/fail)		Y or N
MRM.1.1	Electricians working to install or maintain EVSE shall be EVITP certified or shall have graduated from or have a certificate from a DOT registered apprenticeship program.	Y
MRM.1.2	EV charging infrastructure includes at least four (4) charging ports.	Y
MRM.1.3	Each of the four (4) charging ports is equipped with an SAE Combined Charging System (CCS 1) connector.	Y
MRM.1.4	Each of the four (4) charging ports support output voltages between 250- and 920-volts DC.	Y
MRM.1.5	Each of the four (4) charging ports supports a continuous power delivery rating of at least 150 kW and will supply power according to an EV's power delivery request up to at least 150 kW, continuously and simultaneously with the other three (3) ports.	Y
MRM.1.6	At least one (1) charging port is ADA accessible, and all EVSE are ADA compliant.	Y
MRM.1.7	Charging is available at all four (4) ports 24 hours a day, 365 days a year.	Y
MRM.1.8	A non-federal match of at least twenty percent (20%) of eligible project costs is provided by other sources.	Y
MRM.1.9	Charging customers will have multiple payment options that do not require paying a membership fee, and which include the option for contactless payment with major credit and debit cards, and either a toll-free number or SMS option to initiate charging and submit payment.	Y
MRM.1.10	24/7 customer support will be available to help charging customers.	Y
MRM.1.11	EVSE owner will ensure that all four (4) charging ports remain in operation for a minimum of five (5) years after station is operational.	Y
MRM.1.12	During five (5) year operating period EVSE owner will maintain all ports to achieve at least ninety-seven percent (97%) annual average uptime for each port.	Y
MRM.1.13	During the five (5) year operating period EVSE owner will provide to NDOT quarterly and annual reports as specified in the contract. (Refer to NEVI Standards and Requirements (23 CFR 680.112) for data collection and reporting requirements.)	Y
MRM.1.14	Contractor acknowledges they have read and agree to all Federal Terms and Conditions (see Section V).	Y
MRM.1.15	EVSE shall be certified by an Occupational Safety and Health Administration Nationally Recognized Testing laboratory to the appropriate UL standards.	Y
MRM.1.16	EVSE shall conform to the latest Open Charge Point Protocol (OCPP2.0.1) to communicate with a network.	Y
MRM.1.17	EV-to-charger communications must conform to ISO 15118-3 standards.	Y
MRM.1.18	Price for charging (\$/kWh) must be displayed prior to initiating a charge and shall not change during a charging session.	Y
MRM.1.19	Distance of site from nearest exit from I-80 is 1.0 miles or less as measured from the end of the off-ramp to the site entrance. Sites further than one mile from the AFC are not compliant and proposals will not be evaluated.	Y

MRM.1.20	Provide a letter signed by the Site Host expressing a commitment to host the EVSE at the location identified in the Applicant Site Schematic for a minimum of five (5) years from when the EVSE is accepted by NDOT.	Y
MRM.1.21	Provide completed Attachment C - NEPA Review Form for review by the NDOT NEPA Review Team.	Y

Form A.2

Corporate Overview Matrix (COM) for NEVI Program

Request for Proposal Number 123703 Z6

Bidders proposing on the **NEVI Program** are instructed to complete the Corporate Overview Matrix (COM) as part of their technical proposal submittal. Within the COM, Bidders are required to provide information describing their firm and its capabilities and experience. The responses within the COM will be included as part of the technical scores for each submittal. ***Note that Bidders that wish to submit proposals on multiple locations will need to fill out and submit a separate proposal for each.***

How to complete the COM:

COM Column Description	Bidder Responsibility
CO #	The unique identifier for the Corporate Overview element as assigned by NDOT. This column is dictated by this RFP and must not be modified by the bidding Bidder.
Corporate Overview Element	The brief statement describing the information about the Bidder firm that is being requested. This column is dictated by the RFP and must not be modified by the bidding Bidder.
Response	Bidders should provide a response that fully, yet concisely, describes the requested information for the Corporate Overview element. If instructed to do so, this information may be provided as separate pages. Response box will expand as needed during typing.

Project Team	
List all organizations expected to be part of the project and provide a brief description of their roles and the project team's structure. At a minimum, identify the following: project owner, site host, EVSE supplier, EVSE installer/contractor, operator, maintainer, utility provider, sub- contractors (if known), charge network provider, and consultant (if any).	
Project Owner (NEVI Project Managing Entity)	Pilot Travel Centers LLC
Site Host (Host Site Label / Name)	Pilot Travel Centers LLC
EVSE Supplier (EVSE Equipment Supplier)	EVgo Services, LLC
EVSE Installer/Contractor (EVSE EVITP Certified Installer)	EVgo Services, LLC
Site Operator (Host Site Owner/Operator)	Pilot Travel Centers LLC
Equipment Maintainer (EVSE Maintenance)	EVgo Services LLC
Utility Provider (Local Electrical Service Provider)	Nebraska Public Power District
Sub-contractors (Supporting Sub-contractors)	OWL Services, Pearce Renewables, Delta Electronics
Charge Network Provider (EV Charging Station Network Communications Provider)	EVgo Services, LLC
Consultant (Supporting Design Consultant)	OWL Services LLC

Corporate Overview Matrix (COM)

CO # CORPORATE OVERVIEW ELEMENT	
Bidder Identification and Information	
CO.1	The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized. Response: Pilot Travel Centers LLC, 5508 Lonas Drive, Knoxville, TN 37909; Limited Liability Company; State of Incorporation: Delaware; Date of Incorporation: April 19, 2001 (as Pilot Travel Centers LLC in DE); The name and form of the organization has not changed since organized. However, in January 2024, the company was 100% acquired by Berkshire Hathaway.
Financial Statements	
CO.2	The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization. If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Describe the general financial structure and capabilities of the Proposer and document 1) who will assume ownership of the project, receive financial benefits, and pay for operations, maintenance, and repairs; 2) any funding commitments or financing in place today and any funding sources available in the future to support the project; and 3) how the Proposer plans to manage cash flow during the project period. Additionally, a non-publicly held firm should provide a banking reference. The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.
Change of Ownership	
CO.3	If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the Bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded Bidder(s) will require notification to the State. Response: No change of ownership or control of the company is anticipated during the twelve (12) months following the proposal due date.
Office Location	

CO.4	The Bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.
Response: Pilot Company's grants management team is based in our Omaha office: 810 S 169th St Omaha, NE 68118. Work on design and project management will also be conducted from our office headquarters: 5508 Lonas Drive, Knoxville TN 37909.	
Relationship with the State	
CO.5	The Bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.
Response: Pilot Company has not had any dealings with the State of Nebraska over the previous five years.	
Bidder's Employee Relations to State	
CO.6	If any Party named in the Bidder's proposal response is or was an employee of the State within the past thirty-six (36) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare. If any employee of any agency of the State of Nebraska is employed by the Bidder or is a subcontractor to the Bidder, as of the due date for proposal submission, identify all such persons by name, position held with the Bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the Bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.
Response: Pilot Company does not have any disclosures to make regarding CO.6. Pilot Company's proposal does not include any Party or employee that that is or was an employee of the State within the past thirty-six (36) months. No employee of any agency of the State of Nebraska is employed by Pilot Company or is a subcontractor to Pilot Company as of the due date for proposal submission.	
Contract Performance	
CO.7	If the Bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the Bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the Bidder or litigated and such litigation determined the Bidder to be in default. It is mandatory that the Bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the Bidder's position on the matter. The State will evaluate the facts and will score the Bidder's proposal accordingly. If no such termination for default has been experienced by the Bidder in the past five (5) years, so declare. If at any time during the past five (5) years, the Bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.
Response: Pilot Travel Centers LLC, as a retail company operating in 44 states with more than 28,000 employees, serving more than 70,000 fleet customers, is and has been subject to various lawsuits, class actions, claims and other legal matters in the course of conducting business. However, Pilot Travel Centers LLC has not been involved in any such lawsuits, claims, and other legal matters involving a government agency and to the bidding team's knowledge, has not had a government contract terminated by default or for convenience, non-performance, non-allocation of funds, or any other reason during the past five (5) years.	
Summary of Bidder's Corporate Experience	

CO.8	The Bidder should provide a summary matrix listing five (5) of the Bidder's previous projects substantially similar to this Request for Proposal in size, scope, and complexity. Bidder should limit the list to projects installed over the last five (5) years for any DCFC EVSE stations that are substantially similar to NEVI EVSE requirements; do not include installations of Level 2 chargers. Nebraska installations should be listed first followed by other installations in the United States. The Bidder should address the following: 1. Provide narrative descriptions to highlight the similarities between the Bidder's experience and this Request for Proposal. These descriptions should include: a) The time period of the project, b) The scheduled and actual completion dates, c) Number of DCFC EVSE ports installed and nominal charge rate (kW) of each, d) The Bidder's responsibilities, e) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address), and f) Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a Bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget. 2. Bidder and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects. 3. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Bidder(s) above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.
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Response: Pilot Company has partnered with EVgo for its EV charging deployments. In this relationship, Pilot Company acts as lead organization/prime contractor and will be the party contractually responsible for delivering all requirements to the Nebraska Department of Transportation. EVgo, Pilot Company's turnkey installation partners, will remain at all times the contractual party obligated to deliver turnkey EV charging services, including equipment procurement, networking, operations and maintenance, and subcontractor management, to Pilot Company. Pilot Company will be the Project Owner, Site Host, and Operator of the proposed projects. EVgo will procure, install, and maintain all EVSE hardware, and provide on-going operating, networking, and maintenance support. EVgo also manages all additional subcontractors for site engineering, construction, and operations as well as EVSE manufacturers, with strong oversight from Pilot Company.

Prime Contractor (Pilot Travel Centers LLC) Experience

Pilot Company is the largest operator of travel centers in the United States with more than 800 locations in 44 states. Headquartered in Knoxville, Tennessee, the company employs over 28,000 people, including over 220 people in Nebraska. Pilot Company owns and operates an ethanol facility in Ord, Nebraska and has one of its five satellite offices, the biofuels and grants management office, in Omaha, Nebraska. Pilot Company has over 60 years of experience in providing high-quality fueling services, including over five years of EV charging experience. Pilot Company is committed to innovation, leading it to partner with EVgo to provide high-power, reliable, and accessible EV charging nationwide. Pilot Company now has 200+ EV charging sites operational nationwide that have the same equipment and layout as the proposed EV charging station and were completed by the same project team as the proposed sites in Nebraska. This includes 28 NEVI-funded locations that are currently open to the public, an additional 2 NEVI in active construction. Pilot Company is undisputed as the most experienced NEVI developer, with the most locations constructed, the longest history of reporting via EV Chart (now over two years of reporting successfully completed), and having built NEVI locations in 7 states.

Below is a list of projects completed by the Bidder (Pilot Company) within the past 5 years that are identical to the proposed project in size, scope, and complexity, followed by a list of sites deployed by Pilot Company and EVgo that have the identical layout and equipment as the proposed sites.

1.) General Motors Public Fast Charging Network Expansion:

Both EVgo and Pilot Travel Centers have a long history of partnering with General Motors (GM). EVgo has worked with GM on multiple initiatives to accelerate transportation electrification across the U.S. In September 2024, EVgo and General Motors announced the latest partnership. IN addition to the existing project to more than triple EVgo's DC fast charging U.S. locations by 2025, GM and EVgo have further partnered on an additional 400 stalls that will feature canopies, lighting, pull-through configurations, and security cameras. EVgo and GM are already delivering on that commitment with many stations online and available to the public. In 2022, Pilot Travel Centers and GM announced a partnership to construct a network of over 2,000 charging stalls at up to 500 Pilot and Flying J travel centers. EVgo was selected as the turnkey service provider for the project. As of October 2025, Pilot has over 200 operational locations and more than 80 locations in active construction.

The project has been celebrated by EV drivers, with high Plugshare scores mentioning the first-in-class amenities, including pull-through stalls, canopies, and 24/7 travel centers and restaurants, and the outstanding customer service provided by both Pilot and EVgo.

Project Details: Cost – Confidential; Timeline: 2022 – ongoing;

Description of EVSE: Delta 350kW (same as proposed), Delta 100kW, and Signet 350kW;

Number DCFC Installed: 800 ports (175kW) at over 200 locations

Bidder's responsibilities: Pilot Company is the Project Owner, Site Host, and Operator. Pilot Company acts as the lead organization/prime contractor, with EVgo operates as the subcontractor responsible for equipment procurement, operations and maintenance, networking, and installation.

Contact: Christopher Boehm, Assistant Manager, Charging Network Programs, General Motors, 30001 Van Dyke Ave, Warren, MI 48093; (931) 338-2299; christopher.boehm@gm.com.

2.) Ohio Department of Transportation (NEVI): In July of 2023, Ohio Department of Transportation announced its first National Electric Vehicle Infrastructure awards, with Pilot Travel Centers selected for 14 locations. Pilot, with the most experienced team, was able to expedite all aspects of the project from contract execution to bonds and insurance, to permits and utility design, and went into construction in October of 2023. In December 2023, it was announced that the Pilot location in London, Ohio was the first operational NEVI funded station in the country. Only one year later, Pilot had completed construction on all 14 locations, with all locations fully operational as of December 1st, 2024. Pilot has completed EV chart reporting for all 14 locations for almost a year.

Project Details: Project estimated budget - \$10.3M; Project actual budget is on target with original proposal; Description of EVSE used: Delta 350kW (same as proposed); Project timeline – October 2023 – ongoing (four sites are currently operational; all 14 sites are expected to be operational by the end of November 2024).

Bidder's responsibilities: Pilot Company is the Project Owner, Site Host, and Operator. Pilot Company acts as the lead organization/prime contractor, with EVgo operating as the subcontractor responsible for equipment procurement, operations and maintenance, networking, and installation. Pilot Company is ultimately the party responsible for activities including reviewing all Davis Bacon prevailing wage payrolls, Title 23 compliance, NEPA review, EV Chart data submissions, Build America, Buy America compliance, and all reporting required to the State Department of Transportation.

Contact: Santos Ramos, Project Manager, Ohio Department of Transportation, 1980 West Broad Street, Columbus, OH 43223; (614)230-5734; santos.ramos@dot.ohio.gov

3) Pennsylvania Department of Transportation (NEVI): In August of 2023, Pennsylvania Department of Transportation announced that Pilot was selected for three awards through the National Electric Vehicle Infrastructure program. Pilot expedited all parts of the process from contract execution to permitting and utility design and was able to start construction in October 2023. The site in Pittston, PA opened as the third operational NEVI location in December 2023. Pilot's two other Pennsylvania NEVI projects opened in early 2025. Pilot has successfully completed EV-chart reporting on a quarterly basis for over one full year.

Project Details: Project estimated budget: \$2.3M; Project actual budget – on-target with original proposal (Store 370 completed with \$3,000 of original budget); Description of EVSE used: Delta 350kW (same as proposed); Project timeline: October 2023 – ongoing.

Bidder's Responsibilities: Pilot Company is the Project Owner, Site Host, and Operator. Pilot Company acts as the lead organization/prime contractor, with EVgo operating as the subcontractor responsible for equipment procurement, operations and maintenance, networking, and installation. Pilot Company is ultimately the party responsible for activities including reviewing all Davis Bacon prevailing wage payrolls, Title 23 compliance, NEPA review, EV Chart data submissions, Build America, Buy America compliance, and all reporting required to the State Department of Transportation

Contact: Colton Brown, (717) 409-3128 coltbrown@pa.gov, 400 North St, 6th Fl | Harrisburg PA 17120

Project Name	Site Layout	Project Address	Original Budget	Final Budget	Original Construction Completion Timeline	Actual Completion Timeline	Project Contact	Pilot Company Scope	EVgo (Subcontractor Scope)

Pilot Store 370 (NEVI Funded)	4x 175 kW CCS Ports (Two PowerShare Delta 350 kW Units)	417 PA-315, Pittston, PA 18640	[REDACTED]	[REDACTED]	11/2/2023 to 2/15/2024	10/15/2024 to 12/24/2024	Colton Brown, Alternative Fuels Infrastructure Coordinator (717) 409-3128 coltbrown@pa.gov,	Project Owner, Site Host, Operator, Lead Organization/p rime contractor	Equipment Procurement, Operations and Maintenance, Networking, and Installation
Pilot Store 454 (NEVI Funded)	4x 175 kW CCS Ports (Two PowerShare Delta 350 kW Units)	1365 US-42, London, OH 43140	[REDACTED]	[REDACTED]	12/1/2024 to 5/15/2024	10/13/2024 to 12/8/2024	Santos Ramos, Project Manager (614) 230-5734 santos.ramos@dot .ohio.gov	Project Owner, Site Host, Operator, Lead Organization/p rime contractor	Equipment Procurement, Operations and Maintenance, Networking, and Installation
Pilot Store 559 (NEVI Funded)	4x 175 kW CCS Ports (Two PowerShare Delta 350 kW Units)	706 East I-20 Frontage Road Big Spring, TX 79720	[REDACTED]	[REDACTED]	8/20/2024 to 12/19/2024	11/19/2024 to 5/27/2025	Michael Chamberlain, Director of Data Management, michael.chamberlain@txdot.gov , (512) 851-9039	Project Owner, Site Host, Operator, Lead Organization/p rime contractor	Equipment Procurement, Operations and Maintenance, Networking, and Installation
Pilot Store 709 (NEVI Funded)	4x 175 kW CCS Ports (Two PowerShare Delta 350 kW Units)	5609 Nittany Valley Drive Mill Hall, PA 17751	[REDACTED]	[REDACTED]	9/1/2023 to 2/1/2024	9/30/2024 to 3/12/2025	Colton Brown, Alternative Fuels Infrastructure Coordinator (717) 409-3128 coltbrown@pa.gov,	Project Owner, Site Host, Operator, Lead Organization/p rime contractor	Equipment Procurement, Operations and Maintenance, Networking, and Installation
Pilot Store 912	4x 175 kW CCS Ports (Two PowerShare Delta 350 kW Units)	11775 N State Hwy 11, Wood River, NE 68883	[REDACTED]	[REDACTED]	11/27/2024 to 2/20/2025	11/27/2024 to 2/20/2025	Christopher Boehm, Assistant Manager, Charging Network Programs General Motors (931) 338-2299 christopher.boehm@gm.com	Project Owner, Site Host, Operator, Lead Organization/p rime contractor	Equipment Procurement, Operations and Maintenance, Networking, and Installation
Pilot Store 1110 (NEVI Funded)	4x 175 kW CCS Ports (Two PowerShare Delta 350 kW Units)	15455 Terrazzo Drive Colorado Springs, CO 80921	[REDACTED]	[REDACTED]	7/24/2024 to 11/14/2024	11/20/2024 to 3/31/2025	Matt Mines, Associate Director of Transportation, (303) 866-2100; matt.mines@state.co.us	Project Owner, Site Host, Operator, Lead Organization/p rime contractor	Equipment Procurement, Operations and Maintenance, Networking, and Installation

Subcontractor (EVgo Services LLC) Experience

In partnership with Pilot Company, EVgo is the provider of a turnkey EV charging network. EVgo is responsible for equipment procurement, managing installation and site construction, and providing five years of ongoing operations and maintenance support. EVgo is also provide networking, software, and customer service for Pilot Company's charging network. Pilot Company and EVgo have already successfully partnered to build a network of more than 200 Pilot-owned EV-charging stations, including 28 operational NEVI locations. EVgo has more than 10 years of experience designing, developing, operating, and maintaining the country's largest electric vehicle charging infrastructure network with more than 850 locations (2,000+ charging stalls) across 36 states. EVgo has more than 700,000 customers across the U.S, with consistently positive reviews on Plugshare. EVgo's network includes 173 charging stalls that are 150 kW+ and more than 500 charging stalls utilizing the same family of equipment proposed for the Pilot Company Nebraska deployments. A first mover in the industry, EVgo deployed the first 150kW charger, and the first 350kW charger in the U.S. There is no company who can claim a longer history of working with high power DCFC deployments in the U.S. EVgo is also one of the most prominent partners for public funding agencies and private utilities, having executed contracts with more than 40 different funding partners and received more than \$70 million in funding awards. EVgo was awarded a \$14 million contract for Virginia Department of Environmental Quality's statewide EV charging network. Under this contract, EVgo has the full "cradle to grave" scope of work for the statewide network with responsibilities including but not limited to development, permitting, utility planning & interconnection, procurement, construction, and lifecycle ownership of the chargers including operations, networking, service and maintenance, and customer care. The project includes over 200 DCFCs across more than 70 locations in Virginia. EVgo's other notable projects also include examples like EVgo's management of the \$102.5 million NRG California Public Utilities Commission settlement (funding in this case was provided by private sources). EVgo was made responsible for installing and managing a statewide network of DCFC. Due to cost efficiencies, EVgo's CPUC DCFC network totals 562 DCFC, more than twice the originally specified 259 DCFC. Installations began in 2012 and EVgo maintains this network to this day.

Summary of Bidder's Proposed Personnel/Management Approach**CO.9**

The Bidder should present a detailed description of its proposed approach for the management of the project.

The Bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified. At a minimum, identify the following: project owner, site host, EVSE supplier, EVSE installer/contractor, operator, maintainer, utility provider, subcontractors (if known), consultant (if any), and Charging Network Operator. If a single entity is performing multiple of these roles, please list all the roles from the preceding list that the entity will perform. In addition, identify any partnership and/or site agreements that are in place or planned to support the project. The Bidder should provide resumes for all key personnel proposed by the Bidder to work on the project. The State will consider the resumes as a key indicator of the Bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes should not be longer than two (2) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and a description of experience with similar projects. Any changes in proposed personnel shall only be implemented after written approval from the State.

Response:

Pilot Company is Project Owner / Site Host / Operator (55% of project)

Pilot Company is the most experienced NEVI developer in the country, with 28 locations across 7 states. Pilot is also the most experienced travel center/convenience store operator when it comes to EV charging. In the past two years, Pilot has constructed over 200 charging locations and have an additional 80 locations in active development. Pilot Company specifically has experience with achieving NEPA clearance on over 30 sites nationwide and developing projects in accordance with FHWA 23 CFR 680.106 and Title 23 requirements. The team and Pilot Company's overall EV charging network buildout is led by Brandon Trama, Head of Vehicle Electrification and Infrastructure. Allie LaCroix, Manager, Grants and Incentives, will be the primary interface with NDOT and is based in Omaha, NE. She has managed contracting, reporting, and project management for 28 operational NEVI-funded EV charging station installations for Pilot since 2023 (with an additional 2 stations in various stages of construction). Prior to her career at Pilot Company, LaCroix worked at EVgo, managing public funding grants for over \$50m in projects. LaCroix is supported by Scott Hundley, Manager, EVCI Business Development, who has spent the last two years managing the selection of Pilot Company's EV charging provider, evaluating Pilot Company's portfolio of sites to determine which are suitable for electrification, and managing the on-going deployment of EV charging stations at Pilot Travel Centers. Joshua Copeland, Project Manager, Construction, brings 10+ years of experience as a construction manager, with the primary responsibilities of overseeing site design, permitting, utility coordination, equipment procurement, and managing subcontractors during construction. Copeland has successfully managed more than 90 EV charging station builds for Pilot Company, including 11 NEVI builds, ensuring all FHWA 23 CFR 680 standards, state-level requirements, and Title 23 requirements were met.

Bryan Martin, CEM is Senior Manager, Energy and Utilities for Pilot Company. Martin has held this role at Pilot Company for more than 8 years, leading to close relationships with all utilities that serve Pilot Company locations. Martin brings to the team more than 20 years of experience in energy management and utility coordination.

EVgo Services, LLC is EVSE Supplier / EVSE installer/contractor, maintainer, and Charging Network Operator (30% of project)

EVgo is the contracted turnkey service provider and network operator for the proposed site and reports to Pilot Company. EVgo has a team of over 300 employees dedicated to providing a high-quality charging experience for all customers. Some of the key staff assisting with the Pilot Company EV charging deployments in Nebraska include Jeff Morin, Partnership Accounts Director for EVgo, has 15 years of experience building strong partnerships and implementing innovative programs in Andrew Ferrick is Director of Construction and Engineering for EVgo and has been key to driving process improvements and boosting overall efficiency for site deployment. Significant accomplishments at EVgo include completion of the 200+ DCFC CPUC program, the Drive the Arc Program (San Jose to Lake Tahoe), WADOT Electric Vehicle Charging Infrastructure I-5 Corridor Project, and the Elysium Program (East Coast Corridor). Ferrick holds a CA C-10 Electrical Contractors License (658005) and OSHA 30 certification. Mandeep Guragain, P.E. is Senior Director of Development Engineering at EVgo. Guragain brings over 15 years of experience in sustainable technology and electrical engineering. Guragain is a primary technical expert and resource for charging technology and vets project specifications and requirements against EVgo's full range of charging solutions. Paul Dinh is the Vice President of Asset Management at EVgo and serves as the overall manager of chapter operations for the proposed projects. Dinh oversees field operations including managing and improving EVgo's 24/7 proactive monitoring and alert system for charger health, field operations including oversight of on-site field technicians, and part acquisition.

Utility provider is Nebraska Public Power District (10% of project)

The utility provider will be responsible for completing utility-side upgrades to the proposed site.

Subcontractors support site construction, EVSE installation, maintenance, and equipment (5% of project)

Subcontractors are OWL Services, Pearce Renewables, and Delta Electronics and report to both Pilot Company and EVgo Services. EVgo has long partnered with OWL Services on EV site designs and installations, including multiple NEVI-compliant style installations with requirements of EVITP for various programs. EVgo plans to work with OWL Services for the proposed installations but also reserves the right to put each site out to a competitive bid. EVgo's field service team works with Pearce Renewables to provide a nationwide network of service technicians who can respond to critical issues in as little as one business day. EVgo also provides a five-year parts and labor warranty for equipment, a 24/7 customer care center, and annual hardware inspections. EVgo has worked with Delta on a co-developed high powered 350kW dual port powersharing charging that can deliver 350kW if one port is in use or 175kW if both ports are in use. EVgo now has Buy America, Build America compliant Delta chargers inventoried in Plano, TX that will be deployed for the proposed NEVI site. EVgo is also currently sourcing providers for NACS connectors that meet interoperability and safety certifications. For the avoidance of doubt, EVgo is the supplier of BABA equipment to Pilot Company.

Subcontractors

CO.10	If the Bidder intends to subcontract any part of its performance hereunder, the following information not already included under Section i. above should also be provided: 1. name, address, and telephone number of the subcontractor(s); 2. specific tasks for each subcontractor(s); 3. percentage of performance hours intended for each subcontract; and 4. total percentage of subcontractor(s) performance hours.
	Response: Response: 1) Subcontractor to Pilot: EVgo Services, LLC, 11835 W Olympic Blvd, Los Angeles, CA 90064; 310-954-2900; EVgo is responsible for providing turnkey services to Pilot Company, including equipment, site design, installation, maintenance, customer support, networking, and supporting Pilot Company in data reporting. Estimated % of performance hours is 30%. 2) Subcontractor to EVgo: OWL Service LLC; 888 W Big Beaver Road, Suite 200 Troy, MI 48084; 248-620-0070. OWL Services LLC provide on-site labor during construction, including securing EVITP certified electricians for electrical work, and performing all civil labor. Active construction is expected to be less than 1,500 labor hours total. Estimated % of performance hours is 3%. 3) Subcontractor to EVgo: Pearce Renewables LLC; 228 W Tehachapi Blvd, Tehachapi, CA 93561; (661) 822-4877; Pearce Renewables assists with operations and maintenance by providing a nationwide network of technicians that can be on-site for correct maintenance in as little as four hours. Pearce Renewables will also conduct annual site maintenance/inspections. Estimated % of performance hours is 1.5%. 4) Subvendor to EVgo: Delta Electronics 46101 Fremont Blvd, Fremont, CA 94538, 510-668-5100; Delta Electronics provide Delta High Power 350 kW Dual-port chargers, co-developed with EVgo, manufactured in Delta's Plano, Texas facility with 100% US Steel and 55% internal components by cost made in

Form A.3
Technical Approach Matrix (TAM) for NEVI Program
Request for Proposal Number 123703 Z6

Bidders proposing on the **NEVI Program** are instructed to complete the Technical Approach Matrix (TAM) as part of their technical proposal submittal. The technical approach section of the matrix should consist of the following subsections while taking into account the entirety Section VI within RFP **123703 Z6**. ***This description should be written in the Bidders own words and not just taken directly from the RFP.***

How to complete the TAM:

TAM Column Description	Bidder Responsibility
TAM #	The unique identifier for the described technical approach as assigned by NDOT. This column is dictated by this RFP and must not be modified by the Bidder.
Response	Provide a short description for each capability that is available in the system as well as an explanation of any modifications that may be required in order to support the capability. In cases where the capability description has posed specific questions to the Bidder, please be sure that your responses address the questions asked. Response box will expand as needed during typing.

Technical Approach Matrix (TAM)

TAM #	Description
Understanding of the Project Requirements	
TAM.1	In one's own words, the Bidder should present a detailed description of its understanding of the project requirements.
Response: Pilot Company has thoroughly read the project requirements. Pilot Company understands that the State of Nebraska seeks to find a developer to construct public EV charging locations compliant to National Electric Vehicle Infrastructure (NEVI) Project standards, at specific locations in Nebraska, to achieve corridor buildout. Pilot Company understands and confirms that all aspects of the proposed projects comply with the Federal Highway Administration (FHWA) NEVI Formula program requirements (23 CFR Part 680, as well as other guidance released by the Administration) as well as those set forth by NDOT. This includes, but is not limited to, requirements related to contracting, equipment procurement and specifications, site design, site accessibility (e.g., ADA compliance and other recommendations provided by the U.S. Access Board), uptime, operations and maintenance, cybersecurity, data and reporting, site safety, environmental compliance (NEPA) and permitting, and prevailing wage. Pilot Company would like to emphasize that it has successfully fulfilled all requirements of 23 CFR 680 for 28 operational NEVI-projects, working with multiple state DOTs since 2023, and has successfully submitted reports using the EV ChART Data Input Template for over two years. No other company has a longer or more successful track record for NEVI project development.	
Project Planning and Management	
TAM.2	In one's own words, the Bidder should present a detailed description of its approach to project planning and management.
Response: Pilot Company has taken great lengths to ensure the proposed site meets all NEVI requirements and is suitable for electrification. Over two years ago, Pilot Company's internal construction team reviewed its portfolio of nationwide stores and selected a shortlist of sites determined to be suitable for electrification. Pilot Company has been working with EVgo for more than a year to review power availability, AHJ requirements, asphalt condition, potential site configurations, and right of way setbacks and easements. The teams included "pull-through" capabilities in design considerations wherever possible—primarily for individual trailering and RVs, but with a secondary ability to serve medium-duty freight vehicles. The final list of sites designated for electrification in Nebraska have all been reviewed by two internal construction managers at Pilot Company and a minimum of three Project and Construction Engineers at EVgo. With Pilot Company's knowledge of fueling and its locations, and EVgo's knowledge of EV charging, it has reviewed all infrastructure needs to install a minimum of two Delta 350 kW and cleared this site as suitable for electrification.	
The proposed location already has obtained all necessary permits and utility approvals (final utility design and executed agreement) for construction and operations. This reduces risk for Nebraska Department of Transportation, as the site is shovel-ready, and will ensure a speedy deployment of infrastructure.	
Pilot Company's project management approach includes frequent project meetings, on-site preconstruction meetings for every site, and multiple layers of software tools that allow Pilot Company to retain strong oversight of all deliverables and timelines. Weekly meetings are focused on discussing schedules, budgets, quality, safety, risk mitigation and tracking milestones and deliverable reporting. These weekly meetings are complemented by daily standing calls between Pilot Company and EVgo's construction project managers, quarterly in-person meet-up to go through at a high level what is working and what can be improved for project communication, and onsite preconstruction meetings before every EV charging station deployment. The on-site preconstruction meetings between Pilot, EVgo, and subcontractors provide a final critical layer of oversight for both perfecting the site from a customer use perspective and confirming all safety requirements for customer and worker safety throughout construction. Pilot Company and EVgo also utilize software tools such as Sitetracker, Lawson, Smartsheet, and Tableau to maintain project oversight. Pilot Company has developed a positive working relationship with EVgo over the last two years on numerous projects and plans to continue overseeing EVgo's efforts to procure, engineer, and build EV charging stations. Both companies have strong past performance records in their respective industries, fueling for Pilot Company and EV charging or EVgo, which is a good indicator of their ability to successfully manage Nebraska's NEVI charging station deployments.	
Design and permitting	
TAM.3	In one's own words, the Bidder should present a detailed description of its approach to design and permitting.

Response: Over two years ago, Pilot Company reviewed its 850+ existing locations for suitability as EV charging sites and selected sites based on location, amenities, and power availability, among other attributes. The sites that are being proposed in this application were selected based on these attributes as well as alignment with Nebraska's NEVI plan. In designing sites, Pilot prioritizes customer experience, NEVI compliance, site accessibility, and safety. Over the last year, the proposed sites have gone through a three-stage design process, beginning with an initial NEVI-compliant preliminary design and an in-person site walk/test drive at the location. Preliminary designs were reviewed by Pilot and EVgo for practicality and safety. At this stage the AHJ and utility were also contacted for initial planning and feedback. Next, an engineering and design package was completed and submitted to the AHJ and utility, along with any other requested documentation, for permits and final utility design. Finally, a construction-ready package with detailed instructions for site construction has been prepared, as the site has all permits and final utility design and is fully shovel-ready.

With these measures, there has been no stone left unturned in ensuring the planning and design of the proposed site is actionable and will best meet customer, NEVI, and safety needs. Pilot has completed NEPA review on more than 35 NEVI sites and has received categorical exemptions for all Pilot Company EV charging stations. On occasion, sites may require disturbance of adjacent mowed grassy areas, but this has not presented any issues for NEPA to-date. Pilot Company has already investigated the site for any environmental hazards, special conditions, or contamination and found no issues.

Site Preparation and Construction

TAM.4 In one's own words, the Bidder should present a detailed description of its approach to site preparation and construction.

Response: Pilot Company owns the proposed project location and has the authority to install EV charging equipment as the landowner and operator of the existing travel center. The site does not require expansion or development. All construction will occur in existing developed or paved areas at the sites. Primary construction activities will include the removal of existing asphalt, laying conduit and wire, placing concrete pads for equipment, electrical installation/interconnection, and backfill/site restoration. Pilot Company has already received a final utility design detailing all required utility work and has stayed in regular conversation with the utility companies on a potential construction start date. Pilot Company has received all permits required for construction. If selected for award, this site will need extremely minimal time for site preparation prior to construction.

During the construction stage, Pilot Company and EVgo will manage the selected construction subcontractor. EVgo plans to work with OWL Services on the site preparation and construction of the station. OWL Services has extensive EV charging experience and previous experience working with EVgo on dozens of NEVI sites, managing for prevailing wage and EVITP requirements. EVgo works with construction subcontractors by utilizing a custom-built Salesforce database, with each project having a 52-item schedule with alerts configured to send when activities are overdue or when new activities need to be started as prerequisites are actualized. Salesforce is also used to track all documents related to the site, conversations with utilities and AHJs are logged, and daily project photos are uploaded during construction. Construction updates are also discussed at weekly meetings between EVgo and Pilot Company and at construction team meetings with OWL, EVgo and Pilot Company. Additionally, prior to beginning construction on any location two Pilot Company project managers, EVgo, and relevant subcontractors hold an on-site in-person preconstruction meeting. With all parties physically present at the site, the team review the construction and safety plan, including how customer safety will be ensured with proper fencing and signage.

The actual construction of a site can take as little as 4-6 weeks with the main activities including: initial fencing of the site for safety, trenching and boring, laying conduit and wire, pouring concrete pads for electrical equipment, placing supports for canopies (where applicable), installing electrical equipment, installing chargers, restoring parking lot and landscaping, striping the parking stalls, final cleanup of the site, and final commissioning and testing of the charging equipment completed by EVgo's field teams. Utility companies will not usually begin their construction until the customer-side work is complete or near complete, so utility-side work is generally the last activity in construction before inspections and is the most likely to cause delays. EVgo stays in regular contact with the utility on our progress to ensure accurate schedules for their crews and to mitigate potential delays. Once construction is complete, EVgo completes a Contractor Closeout Report (CCR) ensuring that construction has been completed to specification. The CCR will include a site-specific safety plan including the major electrical components and emergency stops. At that point, EVgo completes site commissioning and operations begin. During site commissioning, the local Pilot Travel Center staff will receive on-site training that covers both safety, operations and maintenance tasks, and how to contact EVgo for additional support.

Cybersecurity Management

TAM.5	In one's own words, the Bidder should describe processes and procedures related to data sharing responsibilities and identify critical cybersecurity and data safety issues with appropriate measures to manage cybersecurity for all parties involved.
Response: Pilot Company and EVgo have closely reviewed the EV ChART input templates, the EV ChART Data Format and Preparation Guidance, and all requirements proposed by NDOT and are ready to meet these requirements. Pilot Company currently receives operational charger data from EVgo via a portal/API integration. An API can be provided to NDOT/third parties and Pilot Company and EVgo can provide quarterly, annual and one-time data via EV ChART reporting tools, APIs, or excel. EVgo has over a decade of experience reporting to over 50 EV funding programs. Pilot Company is one of the few NEVI developers in the country to have already completed a full onboarding training with the EV ChART team, successfully provided one-time, annual, and quarterly data via the EV ChART tool, and provided an operational third-party public API to multiple state Department of Transportations. Pilot Company also is the most experienced NEVI Developer when it comes to EV ChART reporting, having reported data for 28 sites to seven different DOTs. Pilot Company and EVgo are using the Joint Office Sample Cybersecurity Procurement Clauses as a template for cybersecurity standards. Personal information is treated with the utmost confidentiality and EVgo collects only the information strictly necessary to provide charging services. Pilot Company and EVgo both closely follow NIST (ISO 800-53 v5 Security and Privacy Controls for Federal Information Systems) framework and grant access to the network by rule of least privilege and authorize by identity rather than network trust. Traffic to and inside EVgo's cloud infrastructure is encrypted using SSL/TLS, and data is encrypted through AWS-managed encryption, AES, and PGP. The transaction processing system and card readers (Braintree and Nayax) are fully PCIDSS compliant and EMV certified. If network connectivity is lost, drivers can still charge. Data is stored on charger cache and automatically sent when the network is restored. Pilot Company and EVgo are exceeding the minimum cybersecurity requirements by investing in a FEDRamp Gap Analysis and conducting network/hardware penetration testing. EVgo also uses Security Technical Implementation Guides (STIGs), provided by the Defense Information Systems Agency, as a baseline on systems and applications managing EVSE. EVgo's information security controls align with the NIST 800-53 and uses the NIST's 800-37 (Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach) as guidance to apply security controls. EVgo is currently completing an ISO 27001 certification and Driivz additionally is currently completing a SOC 2 Type 2 security analysis. Pilot Company would plan to provide documentation of these certifications before the sites are operational.	
Timeline	
TAM.6	Bidder should provide an estimate of the project schedule and timeline along with major project milestones in form A6. Bidder should discuss plans to ensure the EVSE site will be installed and ready for public use as indicated in the proposed schedule and identify how supply chain delays will be mitigated, along with any other potential delays.
Response: The proposed site is shovel-ready, meaning that Pilot Company has completed final site design, the utility application has been approved and Pilot Company has received a final utility design, and all permits have been received. Pilot Company is taking on design activities at our own expense and understands these costs are not eligible as reimbursement or matching funds and has excluded them from the budget. The following schedule is based on the estimated Notice of Proceed in February 2026. This schedule is intended to show the cadence of construction and may be subject to delays based on NDOT's award and contracting schedule and weather delays. Final Site Design Completed: Completed Permit Applications Submitted: Completed Permit Applications Approved: Completed Utility Application Submitted: Completed Final Utility Design Issued: Completed NDOT Notice to Proceed: 12/1/2025 Construction (Pilot Company): 1/15/2026 to 3/15/2026 Utility Construction: 3/15/2026 to 4/1/2026 Site Commissioning / Testing: 4/15/2026 Final Acceptance / Site Operational: 4/15/2026	
Operation and Maintenance Plan	
TAM.7	Bidder should describe the general approach to safety (for both EVSE users and staff maintaining EVSE) and emergency response during the operations and maintenance phase.

Response:	
TAM.8	Bidder should describe the general approach ensuring that EVSE and payment systems will be operational during the five (5) year operations and maintenance period, to achieve ninety-seven percent (97%) or greater uptime for each charging port. Items that should be addressed include real-time monitoring of EVSE, customer service system(s), and responsibilities and capabilities to conduct both scheduled maintenance and to respond to and repair equipment failures.
Response: Pilot Flying J Travel Centers are staffed 24/7 and charging stations are designed to be highly visible to staff and other patrons. The site has ample dusk-to-dawn lighting, dedicated security cameras mounted above the chargers, and a fire extinguisher and AED at the on-site travel center. The site includes highly visible curbs and bollards around chargers and electrical equipment, preventing damage from impact. Chargers have IK10-rated impact enclosures, and all cables and connectors have been tested for resistance to damage from customer misuse. All electrical enclosures are locked and can only be accessed by authorized personnel. Enclosures are also tamper-resistant. Pilot Company worked with EVgo to design physically secure charging stations, leveraging EVgo's 10+ years of experience in charging station design. Proposed layouts are tested for safety by having Pilot Company staff perform a pre-construction on-site test drive with both cars and trailers to ensure the physical layout will not cause unsafe conditions with awkward turns or proximity to high traffic flows. The site has five emergency stop buttons (see details below). Signage posted at the charging site will provide emergency numbers and onsite staff are available 24/7 to report emergencies. Pilot Company's deployments have been thoroughly reviewed by a full-time risk assessment and safety team, ensuring final EV charging station designs are as safe as possible and meet the same high standards as Pilot Company's gas refueling centers. Pilot Company's standard site layout for EV charging includes five emergency shutoff devices (e-stops)—one for each individual charger and one site level disconnect. E-stops on chargers are located on either the protective bollard or the canopy footing nearest to the charger, providing a quick and easily accessible method to disconnect power to one device in the event of a malfunction. Pilot Company's standard plan also includes a fire department emergency power disconnect (at least 10ft away from any charger or charging cabinet and within 50ft of the charging station) with signage providing directions from the site to the disconnect. In addition, all gas refueling areas at Pilot Company locations have a canopy with fire suppressant devices and an emergency shut-off to instantly stop the flow of gas at the entire facility. The most common site safety emergencies are when a vehicle hits electrical equipment or damage/vandalism leaves exposed wiring. EVgo and Pilot have documented safety procedure for critical safety incidents that includes contacting emergency responders, disabling power to the site with e-stops, disabling chargers via the network, and having a certified technician on-site within four hours. Pilot Company and EVgo have developed an EVSE maintenance and safety handbook, which is distributed to travel center and maintenance staff. This handbook is complemented by an in-person training for travel center staff during site commissioning. Pilot Company's partner, GM, also offers free first responders training for EV incidents (gmevfirstrespondertraining.com). For EV users, there are directions for using e-stops and contacting 24/7 customer support as well as 24/7 staff available for assistance. For maximum safety during construction, Pilot Company coordinates with local safety officials, including the AHJ, who review site and electrical plans for safety and compliance. Pilot also proactively coordinates with local fire departments to review the site-specific safety plan and electrical drawings prior to station opening.	
TAM.9	Bidder should describe the general approach to scheduling routine site maintenance (snow removal/mowing/ trash collection, etc.) and ensuring routine site maintenance is performed.

Response: Pilot has contracted with EVgo for operations and maintenance (O&M) and has a five-year manufacturer's warranty for the equipment. The selected five year O&M agreement provides Pilot with 98% or better uptime per charging port, which will result in a far higher uptime (>98%) per location. O&M services include: a) proactive monitoring on a 24/7/365 basis, including remote troubleshooting, diagnostics, restart, and deactivation (in case of emergencies) by EVgo's operations team b) EVgo's 24/7 customer care call center (support in English and Spanish); c) one (1) preventative maintenance visit per year per location, including visual inspection, performance testing, and functional validations; d) training that enables Pilot staff to perform the following for the EVSE: (i) property cleanliness, (ii) basic customer use instruction, (iii) daily visual inspection of charger and related equipment; (iv) Emergency procedures, (v) basic trouble shooting like resetting charger after accidental emergency stop; e) Corrective maintenance, covering parts and on-site labor, to repair or replace manufacturing defects and common wear and tear items; f) maintenance and storage of spare parts in regional warehouse; g) warranty management and support; and h) a network of Nebraska-based repair technicians who respond to major malfunctions in a little as one business day. Pilot has a five-year manufacturer's warranty for the equipment. Pilot Company expects the chargers to have an operational life of 8 to 10 years; in Year 4 of operations, Pilot Company will assess plans for ongoing O&M services beyond the 5-year operational period, as Pilot Company intends to continue operating the charging stations for their full operational lifetime. Pilot Company's staff will also be receiving on-site training from the EVgo Field Operations team at each location. This training is scheduled during commissioning and will teach the on-site Pilot Company staff basic charger maintenance including cleaning and inspections, as well as basic troubleshooting such as resetting the charger in case of an accidental triggering of the emergency stop function. To assist Pilot Company's on-site staff, EVgo is providing a charger help hotline for Pilot Company employees that is separate from the general customer service line. This dedicated service line ensures that Pilot Company's on-site staff can call EVgo anytime day or night with questions on charger operations or any safety concerns. Pilot Company has also partnered with EVgo in part because EVgo provides an industry-leading customer experience and 24/7/365 customer support for EV drivers. The dedicated EVgo hotline staff respond to 80% of calls within 30 seconds and are trained to help with many common charging issues, including walking new EV owners through their first charge. The customer care hotline also provides multilingual support with support in English and Spanish. The customer care hotline team can also assist drivers with processing payment and initiating a charge over the phone.

TAM.10

Bidder should describe the approach to mandatory data collection and reporting during the five (5) year operations and maintenance period. See Section VI.S in the RFP for these requirements.

Response: Pilot and EVgo closely reviewed 23 CFR 680.112 and 23 CFR 680.116 (c), NDOT Appendix C, the EV ChART Joint Office input templates, the EV ChART Data Format and Preparation Guidance, and are ready to meet all requirements for quarterly, annual, third-party, and one-time data; including community engagement, construction, and O&M reports. EVgo ingests 100% of the raw OCPP message from the charger in configurable intervals (date including start and end time and date, energy, power, state of charge, voltage, current, charging load profiles, peak kW, interval peak kW, cost, charging error messages) that is used to interact with the charger in real time and populate the Pilot API platform. The Pilot platform receives all near-real-time operational charger data (usage, performance, charging patterns) via a custom portal. EVgo has reported to over 50 EV funding programs and will support Pilot in meeting data requirements with APIs and custom reports. Pilot Company has successfully reported data via EV ChART and provided real-time third party public APIs since December 2023 for 28 NEVI locations. There is no other developer with a long history of NEVI reporting compliance, as Pilot Company opened the country's first NEVI location.

EVgo manages network data and provides redundant systems to ensure data is safely stored and transmitted. EVgo's platform is fault-tolerant, self-healing, and supports high-availability. Despite this, EVgo staff monitor both infrastructure metrics and application logs for anomalies. Stateful data (i.e., charger session data) is backed up at least daily. In general, fault and error codes are typically stored longer. All relevant charging data that is cached on the charger locally is transferred to the cloud where it is stored indefinitely. If network connectivity is lost temporarily, drivers can still authenticate and receive a charge, including in a power sharing configuration. Each charger has a cache and any messages that have failed are resent, or in cases where the connection to the server may be lost, all messages are stored locally on the charger and then resent once the connection is re-established. EVgo uses Kore cellular network with dual SIMs and primary and secondary VPNs to protect data while in transmission to the cloud. EVgo and Pilot's primary and disaster recover clouds are physically hosted on opposite coasts (AWS East and AWS West) of the U.S. to maximize resilience.

Warranty**TAM.11**

Bidder should describe the EVSE warranty related to parts and labor. Include links to relevant literature (include the full website address, not just hyperlinked text).

Response: Pilot Company has a five-year parts and labor warranty for the EVSE. This covers all parts except common materials like air filters. Details can be found at: <https://drive.google.com/file/d/1bKiTOfd0oQJuzrSnPIR2nmInPGsUPJjQ/view?usp=sharing>

Form A.4

Technical Requirements Matrix (TRM) for NEVI Program

Request for Proposal Number 123703 Z6

Bidders proposing on the **NEVI Program** are instructed to complete a Technical Requirements Matrix (TRM) as part of their technical proposal submittal. Within the TRM, Bidders are required to describe in detail how their proposed solution meets the specification outlined within each requirement. All responses should be entered within the corresponding columns and rows within the TRM.

The TRM is used to document and track the NEVI Program requirements from the proposal through implementation to testing to verify that all requirements have been completely fulfilled. The Bidder will be responsible for maintaining the contractually agreed upon set of baseline requirements. The requirements and Bidder's responses described in the TRM will form a basis for subsequent testing and validation that all requirements have been met.

The TRM must indicate whether and how the Bidder is able to comply with each requirement. Bidders must meet all requirements or provide specific implementation plans to address any areas on non-compliance. In cases where the Bidder's offering does not currently meet a requirement, but the Bidder plans to implement necessary customizations or enhancements in order to comply with the requirement, the Bidder should describe its approach to making the necessary changes. ***It is not sufficient for the Bidder to simply state that it intends to meet a requirement of the RFP without providing additional description, and NDOT will consider any such response to a requirement in this RFP to be non-responsive.***

The Bidder must ensure that the original requirement identifier and requirement description are maintained in the TRM as provided by NDOT. Failure to maintain these elements may be grounds for disqualification.

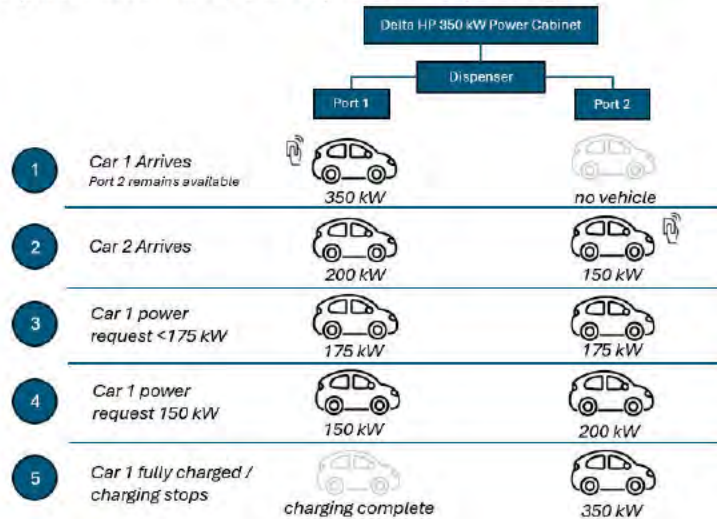
How to complete the TRM:

TRM Column Description	Bidder Responsibility
TR #	The unique identifier for the technical requirement as assigned by NDOT. This column is dictated by this RFP and must not be modified by the Bidder.
Requirement Description	The statement of the requirement to which the Bidder must respond. This column is dictated by the RFP and must not be modified by the Bidder.
Resp. (Response Code)	Each of the items from the Technical Requirements Matrix of this RFP require a response of Y (Yes) or N (No). Below is a brief explanation of each. Y Yes, the minimum NEVI Program requirement can be met. N No, the proposal does not or cannot meet the requirement.
Response	Provide a short description for each requirement that is compliant as well as an explanation of any modifications that will be required to meet the requirement and a description of how the modification will be accomplished. In cases where the requirement description has posed specific questions to the Bidder, please be sure that your responses address the questions asked. A restatement of the requirement is not considered a substantive response. Response box will expand as needed during typing.

Technical Requirements Matrix (TRM)

TRM.1 EVSE Description		Y or N
EVSE Equipment and Enhancements		
TRM.1.1	EVSE Supplier (Entity) Name	EVgo Services, LLC
TRM.1.2	Contact Name	Sandeep Jayaram
TRM.1.3	EVSE Supplier Phone Number	(310) 954-2900
TRM.1.4	EVSE Supplier Email Address	sandeep.jayaram@evgo.com
TRM.1.5	EVSE Model	Delta HP 350kW
TRM.1.6	Link to EVSE Specifications (provide full address, not hyperlinked text)	https://www.delta-americas.com/en-US/products/EV-Charging/High-Power-Charger-350kW
TRM.1.7	Number of Chargers Proposed	2
TRM.1.8	Power rating (kW) of each charger	350 kW
TRM.1.9	Number of Ports for Each Charger	2
TRM.1.10	Number & Type of Connectors Proposed for Each Charger	2 CCS1 (NACS Adapters Available for Each Port)
TRM.1.11	Is power sharing between ports proposed? If so, what is the maximum charge rate (kW) for any port? Describe how power sharing will work.	Y

Response: Yes, the EVSE is capable of dynamic powersharing. The maximum charge rate for any port is 350kW; the minimum charge rate is 150kW as per NEVI requirements. This is best represented by a diagram:



TRM.1.12	Are you proposing to include a battery energy storage system integrated with the EVSE? If so, describe the system including usable energy storage capacity (kWh), how the battery will be used during charging, and whether you plan to provide less than 150 kW/port utility connection. If providing less than 150 kW/port utility connection, explain how you will meet the minimum NEVI requirement to be able to provide 150 kW/port simultaneous and continuous across all four (4) ports.	N
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Response: N/A

EVSE Specifications		Y or N
TRM.1.13	All pay equipment (i.e., credit card terminals) integrated with the EVSE equipment must possess the capabilities to ensure credit card transactions are compliant with the latest Payment Card Industry Data Security Standard (PCI DSS). Installers of equipment under these specifications must use commercially reasonable security standards to protect sensitive and/or confidential data both in transit and at rest. All pay equipment must be operational at start-up.	Y

Response: Personal information is treated with the utmost confidentiality and EVgo collects only the information strictly necessary to provide charging services. We closely follow NIST (ISO 800-53 v5 Security and Privacy Controls for Federal Information Systems) framework and grant access to the network by rule of least privilege and authorize by identity rather than network trust. Traffic to and inside EVgo's cloud infrastructure is encrypted using SSL/TLS, and data is encrypted through AWS managed encryption, AES, and PGP. The transaction processing system and card readers (Braintree and Nayax) are fully PCIDSS compliant and EMV certified.

TRM.1.14	Manufacturers and/or suppliers under these specifications must provide warranties covering a minimum of five (5) years for all chargers and equipment from the time of notice of acceptance.	Y
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Response: The equipment includes a 5-year parts only warranty, with regional storage of spare parts managed by EVgo. All EVSE parts are covered under warranty except common materials, such as air filters, surge protection devices and fuses. The 5-year period begins when the charger is commissioned for operations.

TRM.1.15	Suppliers must provide complete specifications and installation guides for all chargers and equipment. This information must also include any infrastructure required for the installation of a charger, including placement of bollards and curb stops. Installation guides are intended for construction or personal safety requirements related to installation to not cause injury, damage the equipment, or void the warranty.	Y
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Response: Pilot Company can provide these documents upon request from NDOT. The charger specifications and installation manual is available at: <https://drive.google.com/file/d/1b0hDcvu8fgv0mV7IZVCwX2vXKf7eLyKh/view?usp=sharing>
Installation specification and user manual for the switchgear (electrical distribution equipment) can be found at: [https://www.productinfo.schneiderelectric.com/power_style_qed_2/80043-055-power-style-qed-2-switchboards-instruction-bulletin/English/80043-055-016_0000749711.xml/\\$/Section4-Installation-F9BF2085](https://www.productinfo.schneiderelectric.com/power_style_qed_2/80043-055-power-style-qed-2-switchboards-instruction-bulletin/English/80043-055-016_0000749711.xml/$/Section4-Installation-F9BF2085)

Electrical Safety

Y or N

TRM.1.16 In case of emergency, EVSE shall have the ability to stop the flow of power away from the charging unit through a remote disconnect or breaker shunt device. Reference SAE J2990, local code requirements and fire department personnel.

Y

Response: Pilot Company's standard site layout for EV charging includes five emergency shutoff devices (e-stops)—one for each individual charger and one site level disconnect. E-stops on chargers are located on either the protective bollard or the canopy footing nearest to the charger, providing a quick and easily accessible method to disconnect power to one device in the event of a malfunction. Pilot Company's standard plan also includes a fire department emergency power disconnect (at least 10ft away from any charger or charging cabinet and within 50ft of the charging station) with signage providing directions from the site to the disconnect. In addition, all gas refueling areas at Pilot Company locations have a canopy with fire suppressant devices and an emergency shut-off to instantly stop the flow of gas at the entire facility. Pilot Company can confirm our emergency standards and protocols meet or exceed SAE J2990 and local requirements. Pilot Company's standard safety process includes sending a copy of our safety plan and site specifications to emergency personnel before operations begin so that they are aware of the EV charging site and the specific layout including the location of emergency shut offs.

TRM.1.17 EVSE shall have over-current protection rated for application.

Y

Response: The proposed equipment has overcurrent protection (see specification sheet).

TRM.1.18 EVSE shall be equipped with design to shut off the flow of electric power to reduce the risk of electric shock in case of a ground or other fault such as a Charge Circuit Interrupting Device (CCID) or Ground Fault Circuit Interrupter (GFCI). See Underwriters Lab 2231 as reference.

Y

Response: The proposed equipment is designed with a GFCI and is UL 2231 certified.

Networking

Y or N

TRM.1.19 EVSE shall be network-ready to allow for management of charging operations.

Y

Response: EVSE are network-ready and will be operational on the EVgo network upon commissioning. Pilot Company currently operates a network of 400+ Delta 350 kW chargers on the EVgo network.

TRM.1.20 EVSE hardware shall be operable by a different network service provider without modification necessary from the original vendor.

Y

Response: The proposed EVSE hardware is network agnostic. Hardware can be switched to other network providers with no changes to the hardware.

TRM.1.21 EVSE shall be capable of connecting to a network via a secure hardwired, wireless, or cellular network.

Y

Response: The proposed EVSE can be networked via cellular, WiFi, or ethernet connection

TRM.1.22 EVSE shall be accessible by NDOT upon request for inspection, testing, etc.

Y

Response: The EVSE will be accessible 24/7/365 to NDOT for inspection and testing.

TRM.1.23 EVSE shall be able to communicate through a secure network with electric utilities, other energy providers, and local energy management systems.

Y

Response: The EVSE are OCPP 2.0.1 compliant and can communicate through a secure network with utilities, other energy providers, and EMS. The equipment is compatible with OpenADR 2.3.

Load Management/Demand Response Y or N

TRM.1.24	Installers must coordinate with the local utility provider to confirm that expected power demand will remain within the capacity of the designed electrical system. Power management may be used to achieve reasonable power loads but shall not go below 150-kW threshold.	Y
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Response: Pilot Company has confirmed with the utility that there is sufficient capacity to always meet the max. load (700kW) and has a final utility design for the site.

TRM.1.25	The network communications, controls, and back-office support service shall have the ability to monitor energy usage (kWh) and energy demand (kW) of the EVSE.	Y
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Response: Pilot Company staff can directly monitor energy usage (kWh) and energy demand in real-time. Network communications, controls, and back-office support are all available for energy usage and energy demand monitoring.

TRM.1.26	Communications must meet the latest Open Charge Point Interface protocols or equivalent. Reference latest testing process as provided by Open Charge Point Alliance.	Y
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Response: Communications are OCPP 2.0.1 and OCPI 2.2.1 compliant.

Customer Payment Options Y or N

TRM.1.27	As applicable, the network infrastructure shall be PCI compliant in order to execute financial transactions with EV drivers safely and securely. Network provider shall have PCI DSS certification.	Y
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Response: The transaction processing system and card readers (Braintree and Nayax) are fully PCIDSS compliant and EMV certified.

TRM.1.28	Infrastructure shall have a point-of-sale and supporting network that uses an open protocol to allow subscribers of other EV charging system networks to access the EVSE.	Y
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Response: All Pilot locations will include the following payment methods: 1) Pilot/EVgo/GM app (contactless); 2) Credit card (tap or swipe) via an integrated reader; 3) Payment over telephone via EVgo's toll-free 24/7 Customer Support Center (in English and Spanish); 4) EVgo network RFID card; 5) Interoperability roaming via ChargePoint and EV Connect; 6) Pay with PlugShare (coming soon); 7) In-store cash payment (coming soon); 8) Fleet billing options (coming soon).

Screen Displays Y or N

TRM.1.29	Displays shall be LCD, LED or equivalent or better, user friendly, easy to operate, daylight and night viewable, and UV-protected with human-machine interface capability.	Y
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Response: Display is a 15-inch LCD panel that is user friendly, easy to operate, UV protected, daylight and night viewable, and has human-machine interaction capability.

TRM.1.30	Display must show cost (\$), time limitations, power, charging, charging complete, remote control, system status, faults, and service.	Y
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Response: The display shows cost, time limitations, power, charging, charging complete, remote control, system status, faults, and service.

Appearance Y or N

TRM.1.31	Any form of graphics including branding, logos, and/or art, included on or in the vicinity of the charging stations within the public ROW are subject to the rules and regulations as directed by NDOT. NDOT reserves the right to provide a reasonably sized visual identifier to be placed on the equipment that received NEVI funding from NDOT. Should vendors seek to use additional NDOT branding, they must coordinate that with NDOT's Communications Office.	Y
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Response: Pilot Company installs MUTCD compliant signage at each charging stall to clearly identify the parking space for EV charging.		
Miscellaneous Requirements		Y or N
TRM.1.32	EVSE shall include security design features to remain tamper-resistant and vandalism resistant, such as tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating or paint. Vandal resistance is intended mostly relative to the touch screen, but the overall goal is to limit damage to vital parts of the equipment as it can sometimes be difficult to get a quick turnaround on parts such as card readers and other items.	Y
Response: Delta 350 kW chargers have tamper-resistant screws, graffiti-resistant coating, and locked electrical closures. Chargers are monitored 24/7 both by on-site Pilot Company staff and via camera, which greatly reduces the threat of vandalism.		
TRM.1.33	EVSE shall be capable of operating in an ambient temperature range of minus 22 to 122 degrees Fahrenheit with a relative humidity of up to ninety percent (90%).	Y
Response: The EVgo Delta 350 kW are rated for operating at an ambient temperature of -30c to +50c (-22F to 122F) and up to 95% noncondensing humidity.		
TRM.1.34	EVSE shall be able to withstand extreme weather conditions including minor flooding, heavy rains, high winds, snow and ice, and is protected from malfunctions due to condensation.	Y
Response: The chargers feature a NEMA 3R and IP55 (ingress protection rated for full protection from solid objects and dust and water protection from any angle projected at 6.3 mm) to protect against water intrusion, ice formation, and solid foreign materials like sand and dirt, and an IK rating (international impact standard) of IK 10, the highest rating available, to protect against impact damage. See above for humidity rating.		
TRM.1.35	Cabinets and above ground structures (including canopies) shall be designed and constructed to be compliant with the state building code, which is by reference the 2018 Edition of the International Building Code.	Y
Response: All structures are compliant with the relevant building code, including the 2018 Edition of the International Building Code. This is evidenced by Pilot Company's existing issued permits for all site construction.		
TRM.1.36	EVSE and any external accessories (if applicable) shall have outdoor-rated enclosure – NEMA 3R or greater.	Y
Response: See above. Chargers and power cabinets have NEMA 3R and IP55 rated enclosures.		
TRM.1.37	EVSE shall have the ability to measure demand and energy delivered at an accuracy per national standards.	Y
Response: The Delta 350 kW equipment and supporting software measure demand and energy at accuracy per national standards. Pilot Company has complied with weights and measures testing wherever required, including at our operational California locations.		

Form A.5

Candidate Site Requirements Matrix (CSRM) for NEVI Program

Request for Proposal Number 123703 Z6

Bidders proposing on the **NEVI Program** are instructed to complete a Candidate Site Requirements Matrix (CSRM) as part of their technical proposal submittal. Within the CSRM, Bidders are required to describe their proposed approaches to meeting the requirements associated with planning, implementing, and maintaining and supporting their solution. The responses provided within the CSRM will serve as a template for the scope of work under the terms of this solicitation.

All items identified in the CSRM are required, and Bidders must affirm that they are able to address each of the enumerated requirements. Additionally, responses provided within the CSRM will be scored as part of the evaluation of each Bidder's submission, and Bidders are therefore encouraged to provide detailed discussions of their proposed approaches within the response section for each item in order to inform the scoring.

How to complete the CSRM:

CSRM Column Description	Bidder Responsibility
CSR #	The unique identifier for the project requirement as assigned by NDOT. This column is dictated by this RFP and must not be modified by the Bidder.
Requirement Description	The statement of the requirement to which the Bidder must respond. This column is dictated by the RFP and must not be modified by the Bidder.
Resp. (Response Code)	Bidders must indicate whether or not they are able to address each project requirement. Y Yes, the Bidder can address this requirement. N No, the Bidder is unable to address this requirement.
Response	Bidders should describe their general approach for meeting this requirement. Bidders may also identify factors that could vary and how the approach could be modified as needed to address such variations. The descriptions provided in the Bidder response will be scored as part of the proposal evaluation process. Response box will expand as needed during typing.

Candidate Site Requirements Matrix (CSRM)

CSR #	Requirement Description		
CSR.1.	Candidate Site Information		Y or N
Candidate Site			
CSR.1.1	List the following Candidate Site information:		
	1. Physical Address	15010 South State Hwy 31	
	2. City	Gretna	
	3. County	Sarpy	
	4. Zip Code	68028	
	5. Exit Number of nearest exit from I-80	432	
Property Owner			
CSR.1.2	Name of the entity who is the recorded owner of the property where EVSE will be located.	Pilot Travel Centers LLC	
Site Host			
CSR.1.3	List the following Site Host information:		
	1. Site Host (Entity) Name	Pilot Travel Centers LLC	
	2. Site Host Contact Name	Allie LaCroix	
	3. Site Host Telephone Number	(865) 206-3014	
	4. Site Host Email Address	allie.lacroix@pilotcompany.com	
CSR.1.4	Is the Bidder the Property Owner?		Y
CSR.1.5	Is the Bidder the Site Host?		Y
CSR.1.6	Is the Site Host the same entity as the Property Owner?		Y
CSR.1.7	Is the Site Host an affiliated entity of the Property Owner? If yes, describe the nature of the affiliation.		N/A

CSR 1.8	If "No" to questions CSR 1.6 and CSR 1.7 above, describe the relationship among the Bidder, the Property Owner, and the Site Host in the space below, including confirmation and explanation of the Bidder's or Site Host's authority to install EVSE on the property and to operate it for a minimum of five (5) years from the date of NDOT acceptance (e.g., lease/agreement terms, lease/agreement expirations, renewals, Site Host Agreement, etc.).	
Response: N/A		
Site Plan		
CSR.1.9	Is this a new EVSE station or is it an existing DC fast charging station that requires upgrades and/or additional ports and power to meet minimum NEVI requirements? If an existing station provide an overview of the upgrades required.	
Response: The proposed EV charging is a new DC fast charging station.		
CSR.1.10	Attach a site plan which identifies location and layout of proposed EVSE and supporting infrastructure – including utility connection - on the site. Site plan should include at a minimum: 1) Existing and proposed designated EV charging/parking space(s) 2) EVSE and supporting electrical equipment 3) Utility connection and path of electrical distribution to EVSE 4) Point of Sale Equipment 5) On-premises signage, new bollards and/or curbs to protect the EVSE and electrical equipment, site lighting (existing or new), and security cameras (existing or new) 6) Space (if any) available for future expansion of EV charging 7) Existing buildings on site 8) Vehicular access points to site 9) American Disability Act (ADA) access Also identify major characteristics of the candidate site with details on each of the items below:	
1.	Describe vehicular access to the site when operational.	
Response: The site is open for vehicular access 24/7/365. There is a dedicated entrance/exit for light-duty vehicles.		
2.	Describe the surrounding road access to the site including traffic patterns.	
Response: The site is located at exit 432 on I-80, 0.1 miles from the end of the closest interchange off-ramp. From I-80 eastbound, drivers bear right onto Hwy 31 from the off-ramp and make the next right into the travel center entrance. From I-80 westbound, drivers exit and make a left turn onto Hwy 31 at the traffic signal. AADT on this section of I-80 is 52,089. AADT on Hwy 31 is 7,940.		
3.	Is the EVSE equipment and supporting infrastructure hardened against damage or loss of service due to weather, transient surge voltages, traffic incidents, vandalism, or other environmental factors.	
Response: Yes, EVgo has deployed over 2,000 fast chargers across 36 states and has years of experience operating and maintaining chargers in harsh environmental conditions, including heat, cold, humidity, wind, and salt. The EVgo Delta 350 kW are rated for operating at an ambient temperature of -30c to +50c (-22F to 122F) and up to 95% noncondensing humidity. The chargers feature a NEMA 3R and IP55 (ingress protection rated for full protection from solid objects and dust and water protection from any angle projected at 6.3 mm) to protect against water intrusion, ice formation, and solid foreign materials like sand and dirt, and an IK rating (international impact standard) of IK 10, the highest rating available, to protect against impact damage. Pilot Company plans to install bollards and/or curb stops to further protect from damage.		

4.	Describe EVSE access during times of emergency such as evacuation during natural disasters.	
Response: For the safety of on-site employees, Pilot Company adheres to evacuation/emergency orders at the travel center, thus, certain amenities may not be available if there is an emergency order in place. However, charging stations and gas stations will remain operational as long as there is power at the site. If communication to the network is lost during an emergency, the chargers can continue to function as normal with data cached on the charger.		
CSR.1.11	How many total Direct Current (DC) fast charging stalls with dedicated DC fast charging ports will be available for charging.	
Response: Four.		
CSR.1.12	What is the total power capacity of proposed utility connection that will serve the EVSE (in kW). If less than 600 kW, explain how minimum NEVI requirement of 150 kW/port simultaneous and continuous at four (4) ports will be maintained.	
Response: 700 kW		
CSR.2	Candidate Site Enhancements or Amenities	Y or N
Enhancements or Amenities		
CSR.2.1	Site lighting at the charging facility?	Y
CSR.2.2	Cameras covering the charging facility?	Y
CSR.2.3	Canopy cover over charging area?	Y
CSR.2.4	At least one charging stall offers the ability to pull through a passenger vehicle and/or accommodate a vehicle that is towing a trailer?	N
CSR.2.5	Emergency call system (e.g., blue light phones) at the site?	N
CSR.2.6	Availability of Proposer or Site Host staff at the site?	Y
	Available 24/7?	Y
	Available less than 24/7 (provide hours) _____	N/A
CSR.2.7	Availability of dedicated support staff person for EV charging at the site?	Y
	Available 24/7?	Y
	Available less than 24/7 (provide hours) _____	N/A
CSR.2.8	Availability of open/free wi-fi at the facility?	Y
CSR.2.9	Availability of prepared and/or non-prepared food at the site?	Y
	Available 24/7?	Y
	Available less than 24/7 (provide hours) _____	N/A
CSR.2.10	Availability of prepared and/or non-prepared food within 0.25 miles of the site, available access via sidewalks/pedestrian paths?	Y
	Available 24/7?	Y
	Available less than 24/7 (provide hours) _____	N/A

CSR.2.11	Availability of a sit-down restaurant at the site?	Y		
	Available 24/7?	Y		
	Available less than 24/7 (provide hours)	N/A		
CSR.2.12	Availability of a sit-down restaurant within 0.25 miles of the site, available access via sidewalks/pedestrian paths?	N		
	Available 24/7?	N/A		
	Available less than 24/7 (provide hours) _____	N/A		
CSR.2.13	Access to shopping at the site or within 0.25 miles of the site, available access via sidewalks/pedestrian paths?	Y		
	Available 24/7?	Y		
	Available less than 24/7 (provide hours) _____	N/A		
CSR.2.14	Access to recreational activities (e.g., dog park, walking paths, park) at the site or within 0.25 miles of the site?	N		
CSR.2.15	Access to public restrooms at the site?	Y		
	Available 24/7?	Y		
	Available less than 24/7 (provide hours) _____	N/A		
CSR.2.16	Access to public transportation (bus, subway, light rail, e-bikes, scooters, etc.) within 0.25 miles of the site?	N		
CSR.2.17	Describe each enhancement/amenity above and any additional amenities included at the site in one to two sentences for each.			
Response: Amenities located in the Travel Center (all onsite and open 24 hours, unless otherwise noted) and are accessible via an ADA compliant path of travel from the charging station: well-maintained restrooms (including ADA restrooms); fourteen (14) public showers; public laundry; a game room; Denny's restaurant (24hrs); hot foods and homestyle meals (7am-10pm daily); a variety of snacks, to-go foods available (e.g., sandwiches, pizza) and beverages available 24/7; grocery and convenience items (e.g., milk, small electronics, detergent); free premium WiFi available in the travel center and at charging station; trash/recycling receptacles with regular service; grass pet relief area; ATM / Western Union; FedEx Drop; and 155 public parking spaces. Pilot Company's 24/7 onsite staff will be trained in basic EV charging and EVSE operations and maintenance to assist drivers with EV charging at the Pilot station, and drivers will have access to EVgo's 24/7 multilingual Customer Support Center. Pilot Company parking lots are well-lit with dusk-to dawn lighting and a canopy with integrated LED lighting will cover the charging station. Dedicated security cameras will be mounted on canopy posts. The site does not have a blue light system, but each port has an e-stop, with another whole site disconnect located near the power equipment. The station is highly visible from the travel center and by other patrons. The site has two pull-through stalls to accommodate vehicles towing trailers and two head-in stalls, one of which is ADA van accessible. The site is located in a rural area; thus, all amenities are onsite (there are no sidewalks along Hwy 31). There is no public transportation access in this area.				
CSR.3 Candidate Site Readiness				
Utility and Networking Coordination				
CSR.3.1	Describe the coordination efforts that have been completed between the Bidder or Site Host and the utility provider for the specified site including whether the utility has committed to provide necessary power to the site, total capacity of proposed utility connection (kW), how power will be transmitted to the site, any upgrades that are required, date when power will be available, and whether the utility has provided a cost estimate for required upgrades.			

Response: Pilot Travel Centers LLC is the bidder, property owner, and site host for this location. Pilot Company has already reached out to the utility, Omaha Public Power District (Attachment B) and confirmed power availability. A final utility design has been issued for this site, the utility has committed to providing power (700kW) and provided a cost estimate.		
CSR.3.2	Describe the communications networking capabilities at the site.	
Response: EVgo's networked EVSE utilizes cellular connectivity on multiple carriers with virtual private networking for maximum security connections. EVgo will perform a cellular signal strength assessment prior to beginning construction and will install cellular repeaters or other technologies as necessary for a reliable signal. The cradle modems for networking are installed within the chargers. The network is fully OCPP compliant, currently operating on OCPP 2.0.1. The chargers are connected to the EVgo network 24/7 and are able to receive remote software updates and communicate all real-time data and encryption required in Section 680.114. All data required by Section 68.114(a)(4) is measured and communicated by the charger in real-time. If there is a cellular network outage, the data is stored on the charger and will be sent through the network when communication is restored. Chargers meet all requirements OCPI, network to grid, and network disruptions. If there is a network disruption, the charger will continue to function as normal with data stored locally on the device and sent through the cloud when communications are restored.		
Site Development		
CSR.3.3	Describe the current state of the site and development required to prepare for EVSE installation. Include any applicable site development needs including plans for site acquisition, site construction, or other site preparation other than power-related preparation.	
Response: Pilot owns the proposed site and has authority to install EV charging equipment at the location. The site does not require expansion or development. All construction will occur in existing developed or paved areas at the site. Existing asphalt and curbs will also be removed for installation of conduit; asphalt will be backfilled and repaved and curbs will be replaced.		
CSR.3.4	Are there any permits or other approvals that are required to complete this project? If so, provide the status of each permit and anticipated timeline to obtain approval. Example permit types could include the air/land user, electrical, structural, zoning, local agency, environmental, etc. Describe the approach to determining which permits will be required for the proposed site.	
Response: Pilot has already obtained the required building and electrical permits for the proposed site from the City of Gretna.		
CSR.3.5	Identify potential risks, issues, challenges, and needs related to the candidate site and plans for mitigating these risks.	
Response: Pilot Company has already mitigated the risk of project delays by 1) securing a final utility service contract and final utility design; 2) beginning the utility easement process well in advance of construction; 3) securing all required permits; 4) securing switchgear (electrical distribution equipment) and Buy America Compliant chargers (equipment is already manufactured for Pilot Company and is in a Plano, Texas facility awaiting deployment to NEVI locations); and 5) building a project team that includes committed EVITP electricians and Nebraska-licensed professional engineers. The largest outstanding project risk would be utility interconnection delays. While Pilot Company does everything possible to mitigate delays, utilities have limited resources and can often hit capacity for servicing project like this if there are natural disasters like high winds or heavy snow fall that force all utility crews to focus on servicing existing power lines. An additional risk to the project schedule would be weather delays. Pilot Company has removed risks of utility design and permitting, and thus the schedule leaves ample time for potential interconnection and weather delays while still having the site operational well before the NDOT deadline.		
Site Access		Y or N
CSR.3.6	Are there any barriers (e.g., medians) that prevent turning movements from the site access points to the roadway?	N
Response: N/A		
CSR.3.7	Is there a signalized intersection at the site access point?	N
Response:		

CSR.3.8	Will the EVSE be clearly marked at the site? Describe how they will be identifiable.	Y
Response: EV charging stalls will be marked with "EV Charging Only" signage and pavement graphics. There will be directional signage at the site entrance and highway signage indicating the availability of EV Charging.		
Future Proofing		
CSR.3.9	Describe the potential for additional charging ports, stalls, and power to be provided in the future, including any "make ready" investments that will be included in the project to make future upgrade/expansion easier	
Response: All Pilot Company sites are future-proofed by providing four ports that can operate at 350 kW to serve the next generation of electric vehicles, which are expected to primarily use 800-volt battery architecture. Pilot Company will also be serving the next generation of vehicles by providing NACS adapters once commercially available. Pilot Company and EVgo have further reviewed sites for future proofing potential by investigating power availability, and the appropriate size of the switchgear frame and conduit to support current and potential future deployment. Future expansion would require larger switchgear to accommodate load growth, additional conduits and potentially a larger transformer. While designing the site, Pilot Company and EVgo have documented the process it would take to upgrade the site from a four stall to six-stall site in case Pilot Company would want to expand it in the future.		
CSR.3.10	Describe the current and future ability of the site to allow for parking and charging of medium- and/or heavy-duty vehicles, if any.	
Response: The travel center has a separate, dedicated area for MHD fueling. [REDACTED]		
CSR.4 Candidate Site – Other Issues		
Sustainability, Equity, Resilience and Economic Development		
CSR.4.1	Describe any usage of renewable energy sources in the electric vehicle charging process for the site.	
Response: None.		
CSR.4.2	Describe any innovative technologies used and/or innovative approaches, such as on-site battery storage, to site design or operation being employed on the project.	
Response: Innovative approaches and technologies deployed at Pilot Company locations include: 1) 350kW high-powered charging with dynamic powersharing capabilities, which optimizes charging speeds when multiple vehicles are charging to provide the fast charging experience; 2) EVgo's innovative Autocharge+, a plug and charge-like technology that is available for a wider range of vehicles (including older models) than ISO 15118-2 plug and charge capabilities; 3) Reservations through the Pilot myRewards app (roadmap feature), which will allow drivers to reserve charging at select locations; 4) 24/7 onsite staff trained in basic charger maintenance and inspection, which will significantly improve charger uptime and reliability; and 5) integrating EV charging with existing fueling stations using a replicable site design, which minimizes environmental impact, streamlines deployment, and mobilizes stations sooner than new builds. 6) In-store cash payment for charging, which represents not only an innovative technology but also an innovation in charging equity and access.		
CSR.4.3	Describe the plan for use of small, women-owned, minority-owned, veteran-owned, and/or other diverse businesses and/or workforce as part of the project team and/or in Planning, Design, Construction and Inspection, and Operations & Maintenance.	
Response: Pilot has 66 unique XBE's in our approved vendor network, including construction vendors, design vendors, signage manufacturers, marketing companies, electrical contractors, and fire safety consultants, all of which Pilot Company has met with one-on-one and reconfirmed as XBE's during our 2023 vendor survey. Pilot, EVgo, and subcontractor, OWL Services, follow all current DOT regulations and Executive Orders regarding the inclusion of or prioritization of DBE contractor.		
CSR.4.4	Describe the plan for use of local businesses and/or workforce in Planning, Design, Construction and Inspection, and Operations & Maintenance.	

Response: Pilot plans to use Nebraska-based and licensed electricians during EVSE installation and EVgo uses Nebraska-based technicians for EVSE maintenance.	
CSR.4.5	Describe the plan for the site to serve users with disabilities including access to amenities at the site.
Response: Chargers are compliant to Section 680.118(c) with forward and side reach limits, fare machine requirements, Section 508 standards for display status, audible signals, and two-way communication, and requirements for contactless payment with a tactically discernible payment apparatus and visual and audio feedback for payment. The site has been designed with one van ADA accessible stall that is 12x20 feet and includes an ADA access aisle; there is one designated EV charging connector/port for this stall. This space will have signage designating it as ADA accessible. Note that Pilot's site designs have been reviewed and been found compliant with the U.S. Access Board's proposed rules for accessible EV charging design.	
CSR.5	Equity, Diversity, and Inclusion Enhancements
A goal of the IIJA and the NEVI program is to make EVSE more accessible for all users while also addressing equity in access to EV charging stations and the EV industry.	
Safety and Training	
CSR.5.1	Describe all safety considerations at the site, including safety for users and safety equipment (e.g., site lighting, fire extinguisher, Automated External Defibrillator (AED), automatic safety shutoff, etc.).
Response: Pilot Flying J Travel Centers are staffed 24/7 and charging stations are designed to be highly visible to staff and other patrons. The site has ample dusk to- dawn lighting, dedicated security cameras mounted above the chargers, and a fire extinguisher and AED at the on-site travel center. The site includes highly visible curbs and bollards around chargers and electrical equipment, preventing damage from impact. Chargers have IK10-rated impact enclosures, and all cables and connectors have been tested for resistance to damage from customer misuse. All electrical enclosures are locked and can only be accessed by authorized personnel. Enclosures are also tamper-resistant. Pilot Company worked with EVgo to design physically secure charging stations, leveraging EVgo's 10+ years of experience in charging station design. Proposed layouts are tested for safety by having Pilot Company staff perform a pre-construction on-site test drive with both cars and trailers to ensure the physical layout will not cause unsafe conditions with awkward turns or proximity to high traffic flows. The site has five emergency stop buttons (see details below). Signage posted at the charging site will provide emergency numbers and onsite staff are available 24/7 to report emergencies.	
CSR.5.2	Describe the plan for potential EVSE incidents and explain the management approach and strategies to facilitate site safety as well as safety during construction.
Response: Pilot Company's deployments have been thoroughly reviewed by a full-time risk assessment and safety team, ensuring final EV charging station designs are as safe as possible and meet the same high standards as Pilot Company's gas refueling centers. Pilot Company's standard site layout for EV charging includes five emergency shutoff devices (e-stops)—one for each individual charger and one site level disconnect. E-stops on chargers are located on either the protective bollard or the canopy footing nearest to the charger, providing a quick and easily accessible method to disconnect power to one device in the event of a malfunction. Pilot Company's standard plan also includes a fire department emergency power disconnect (at least 10ft away from any charger or charging cabinet and within 50ft of the charging station) with signage providing directions from the site to the disconnect. In addition, all gas refueling areas at Pilot Company locations have a canopy with fire suppressant devices and an emergency shut-off to instantly stop the flow of gas at the entire facility. The most common site safety emergencies are when a vehicle hits electrical equipment or damage/vandalism leaves exposed wiring. EVgo and Pilot have documented safety procedure for critical safety incidents that includes contacting emergency responders, disabling power to the site with e-stops, disabling chargers via the network, and having a certified technician on-site within four hours. Pilot Company and EVgo have developed an EVSE maintenance and safety handbook, which is distributed to travel center and maintenance staff. This handbook is complemented by an in-person training for travel center staff during site commissioning. Pilot's partner, GM, also offers free first responders training for EV incidents (gmevfirfirstrespondertraining.com). For EV users, there are directions for using e-stops and contacting 24/7 customer support, as well as 24/7 staff available for assistance.	
CSR.5.3	Describe the plan for workforce training.

Response: Pilot Company is ensuring the training of a qualified workforce by ensuring that apprenticeship opportunities are offered at over 95% of our 500 planned EV charging locations. Pilot Company works with our subcontractors to conduct outreach to local apprenticeship programs and ensure that at least 15% of the labor hours on projects are offered to apprentices.

CSR.5.4 Describe the plan for public and/or stakeholder engagement.

Response: Pilot Company has a multi-pronged approach to public engagement and promoting EV education and awareness. Pilot Company has partnered with General Motors and EVgo to deploy a DC fast charging network at up to 500 Pilot Flying J locations across the U.S., combining Pilot's first-class travel centers amenities with EVgo's fast, reliable charging experience. The partnership has been well-publicized, and the team is continuing to work together to enhance public EV charging visibility across a variety of social media and traditional platforms. Public events have included ribbon cuttings at Pilot's recently opened NEVI-funded and non-NEVI funded locations across the country. Pilot's 200+ operational EV charging stations are live on Plugshare the nation's largest and most widely used platform for finding reliable and available EV charging, enhancing visibility. To date, Pilot's EV charging stations have rave reviews from EV drivers, who site canopies, 24/7 amenities, and ease of access as significantly improving the EV charging experience. Pilot Company is working on additional plans to enhance station visibility through billboards and wayfinding signage. Continuing to ensure that the public is aware of the availability of reliable EV charging across Nebraska's AFCs will reduce range anxiety and encourage EV drivers in Nebraska and traveling through the state to utilize infrastructure.

CSR.6 Candidate Site EV Charging Rates and Payment Options

Y or N

Rate Setting

CSR.6.1 Provide a general description of the proposer's approach to 1) the proposed rate structure and methodology for assessing user fees for charging (e.g., cost +1%, additional cost at peak times, initiation and/or idle fees in addition to energy charges (\$/kWh), discount coupons to use EVSE at the candidate site, etc.), 2) ensure payment options are secure, equitable, and accessible, and 3) billing practices. Provide statement confirming the approach described is consistent with NEVI formula program requirements and FHWA Final Rule.

Y

Response: The cost of charging varies by location but is an average of \$0.52 per kWh with no session initiation fee. As described above, pricing is determined by a proprietary algorithm that primarily accounts for the cost of electricity (including demand or other monthly utility charges). Pilot sets pricing to make modest revenue to primarily repay the investment in the infrastructure. Pilot confirms its approach is consistent with the FHWA Final Rule as per 680.106(m). Pilot plans to include Time of Use in pricing in the future. Pilot also plans to offer in-store cash payments which is a massive equity advancement for the EV Charging industry.

No membership is required for payment. Power will not be delayed, curtailed, or limited based on payment method or membership. Charging costs reflect the real-time price and do not change during the charging sessions. Any additional fees beyond electricity are clearly displayed on HMI/Apps or available 24/7 by calling the EVgo Customer Care Center. Memberships or commercial accounts have monthly invoices and billing statements via email. All Pilot locations will include the following payment methods: 1) Pilot Company/EVgo/GM Mybrand app (contactless); 2) Credit card (tap or swipe) via an integrated reader (reader meets all ADA accessibility requirements including sound and light feedback); 3) Payment over telephone via EVgo's toll-free 24/7 Customer Support Center (in English and Spanish); 4) EVgo network RFID card; 5) Interoperability roaming via ChargePoint and EV Connect; 6) Pay with PlugShare (coming soon); 7) In-store cash payment (coming soon); 8) Fleet billing options (coming soon).

Payment Options

CSR.6.2 Will Bidder create a membership or loyalty program that will provide users any additional benefits beyond the minimum requirements of NEVI? If yes, explain.

Y

Response: Pilot Company is exploring the potential for including EV charging in its myRewards loyalty program.

CSR.6.3 Will a cash payment option be available? If yes, explain how cash will be accepted.

Y

Response: Pay with cash in-store is a roadmap development item for Pilot Company. Cash would be accepted by an in-store cashier, the same as current practices for gas cash payments. Pilot Travel Centers are staffed 24/7.

CSR.6.4	Will payment by credit card through the EV charger interface be accepted? If no, explain how credit cards will be accepted.	Y
Response: Yes, there is a Nayax reader integrated with the EVSE.		
CSR.6.5	Will payment by phone app(s) be available? If so, will this require any fees? If yes, explain.	Y
Response: No additional fees.		
CSR.6.6	Will payment by RFID card be available? If so, will this require any fees? If yes, explain.	Y
Response: When users sign up with EVgo, they receive an RFID card that can be scanned at Pilot Company chargers and is linked to their credit or debit card. There is no fee associated with the RFID card or usage.		
CSR.6.7	Describe the plan to allow unbanked individuals to pay for charging.	Y
Response: Offering in-store cash payments is an equity advancement in the charging industry. It is rare that charging stations can serve unbanked customers who lack a credit or debit card. Cash payment could also provide additional peace of mind in the event a customer has issues with their credit or debit card. Pilot Company will be able to accept cash payments for charging with its 24/7 on-site customer service team members.		

Form A.6 Site Installation Schedule

Request for Proposal Number 123703 Z6

To complete the site installation schedule, please indicate proposed completion dates for each milestone listed below. Additionally, please provide any relevant notes or considerations for each milestone. The proposed site installation schedule entered in the table below are to be based on a detailed project schedule and should include the critical path to completion.

Provide the Applicant site installation schedule.			
Milestone	Subcategory	Proposed Completion Date	Notes
1. EVSE Procurement & Installation Completed	Notice to Proceed from NDOT	No earlier than December 1, 2025	
	Design completion - Provide all approved utility requests - Provide detailed schedule and work plan - Provide all required deliverables as indicated in the RFP	Completed	Site design has been completed. Complete site plans can be provided at NDOT's request
	Permitting completion Provide all required permits	Completed	Permitting has been completed. Permits can be provided to NDOT upon request.
	EVSE and other major equipment procured and on-site	12/20/2025	
	Construction (both site preparation and EVSE installation) completion - Complete Material procurement - Begin construction	1/15/2026	
	Power service available at Site	3/15/2026	
2. Substantial Completion as Determined by the NDOT	Testing completed	4/1/2026	
	Installation Acceptance from NDOT - Provide test procedures - Conduct preliminary field test for each site - Final Acceptance (site 100% ready for public use)	4/15/2026	
	Operation and Maintenance - Provide O&M plan and schedule - Provide Site Performance Records - Provide end of O&M Final Report	4/15/2026-4/15/2031	

Attachment B – Utility Form

123703 Z6 NEVI Formula Program

SITE APPLICANT INFORMATION (Site Applicant to complete.)

Name of Company/Customer		Facility Owner's Name	
Pilot Travel Centers LLC		Pilot Travel Centers LLC	
Address	City	State	Zip
5508 Lonas Drive	Knoxville	TN	37909
Contact Name	Contact Email	Contact Phone	
Allie LaCroix	allie.lacroix@pilotcompany.com	865-206-6014	

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

Address of Site	15010 South Street Highway 31 Gretna, NE 68028		
Latitude/Longitude	41.09217051182427, -96.25404625659992		
Number of Chargers Anticipated	2 (dual port)	Total Service Power Level (kW)	700
Type of Service	☒ New Service (No existing lines)	☐ Existing Service Lines	☐ Upgrade of Existing Service
Account Number	15010 S HWY 31		
Type	☐ Primary Service	☒ Secondary Service Proposed	In-Service Date: 2/15/2026
Number & Size of Conductors Anticipated	4 at 600 MCM		
Requested Voltages (i.e., 3-phase 277/480V 4 wire)	3-phase 277/480V 4 wire		
Service Capacity (amps)	1200	Load Requested (kVA)	750
Provide aerial view of site with transformer location & termination point; show nearest 3-phase source (if known).		Aerial View Attached: ☒ Yes ☐ No	

COST ESTIMATE (Utility Company to complete.)

Utility Company Name	Omaha Public Power District	
DESCRIPTION	TOTAL COST & TIMELINE	
High-level Engineering & Construction Cost & Time Estimate	\$ 35,382.02	
(This high-level cost* and time estimate** includes Power Transformer, terminator pole, if applicable, Service Lateral or conductor and Metering.)	Timeline:	
*Cost estimate to be covered by Site Applicant.	2 months	
**Time estimate is from the time of official service request and subject to change.		

Additional Engineering & Construction Costs/Time Estimates (These estimates include additional time and costs for primary line extension to customers' location and upgrades required to accommodate new load.)	\$ 0
	Timeline: 0
Site Applicant construction responsibilities for electric distribution service	\$ 0
Electric Distribution Company (EDC) construction responsibilities for electric distribution service	\$ 0
Total Estimated Timeline for Site Applicant	2 m onths
Total Estimated Cost to Site Applicant	\$ 35,382.02

Utility Company Name: Omaha Public Power District

Signature: 

Title: Supervisor Customer Sales & Services

Date: 10/28/2025

Additional notes:

Attachment C - Site NEPA Review Form

123703 Z6 NEVI Formula Program

Environmental Clearance

All electric vehicle charging infrastructure projects funded through the competitive grant program require environmental clearance. Per NEVI rules, the projects are anticipated as Categorical Exclusions and the NDOT Environmental Section will make the determination. Applicants are required to fill out the applicant portion of the NEPA Clearance worksheet and return the worksheet as part of their submittal. NDOT will review the applicant provided information and supplement any additional information needed to make the determination. Final design and construction cannot begin until environmental clearance is complete.

Proposed Location Site Information			
Applicant Name	Pilot Travel Centers LLC		
Proposed Location (Address or Latitude/Longitude)	109 Circle Rd, Big Springs, NE 69122		
What is the general land use of the proposed site.	☒ Commercial ☐ Residential ☐ Agricultural ☐ Recreational ☐ Industrial		
Is the Applicant the owner of the proposed site for the charging infrastructure?	☒ Yes	☐ No	

Environmental Screening Questionnaire

For proposed EV charging infrastructure sites located on a previously developed parcel, which is determined to be low-impact, and associated elements including installation of signage, construction of new utility distribution poles or underground utilities, etc. completely within previously disturbed areas, additional review may not be required. If the answer to any question below is YES, further review of environmental impacts by NDOT or proposer, as directed by NDOT, may be required. A change in site location by the applicant following submittal may result in additional environmental review and clearance. If this occurs, the proposer will be financially responsible for costs associated with environmental review and clearance of the new site location.

NEPA Review Questions	YES	NO
Will development of the charging site require ground disturbances (e.g., new utility poles) outside of what is existing (such as parking lots, roadways, buildings) or other impervious surfaces and/or outside of previously disturbed land?	☐	☒
Will development of the charging site require impacts to an existing structure?	☐	☒
Does this project involve the use of property protected by Section 4(f)? This includes publicly owned parks, recreational areas, wildlife and waterfowl refuges, and historic sites.	☐	☒

Will development of the charging site require a temporary or permanent change in access to the facility or existing roadway?	☐	☒
Are there any known hazardous material sites that would be impacted by the development of the charging site?	☐	☒
Is the proposed charging site located within a Regulatory Floodway or any other area of a 100-year floodplain as shown on FEMA Flood Insurance Rate Maps?	☐	☒
Will development of the charging site require the removal of trees with diameters greater than three inches measured at breast height or any forest clearing?	☐	☒
Will development of the charging site require filling in jurisdictional waters (streams and wetlands) and/or filling in streamside management zones?	☐	☒
Is the proposed charging site located within an area designated as a critical habitat for any federally protected species?	☐	☒
Will development of the charging site result in impacts to streams, wetlands or similar?	☐	☒
Is the proposed charging site located on the same property as, or adjacent to, a structure 50 years old or greater?	☐	☒
Is the charging site located within a zoned historic district with the National Register of Historic Places?	☐	☒
Is the charging site located on property owned by a federally recognized Native American tribe?	☐	☒
Will the EVSE be located in an area that is currently partially or completely unpaved?	☐	☒

Additional Environmental Information or Concerns

The following additional questions are designed to help inform NDOT of the proposed location's state of environmental readiness.

Contamination and Remediation: Are any project partners, including the site host, aware of any site contamination, remediation, or cleanup activity associated with hazardous materials? If yes, please clarify.
Pilot is the site owner and is not aware of any contamination, remediation, or clean-up associated with hazardous materials. If hazardous materials are found at the site, Pilot has a standard procedure for subcontractors, including an immediate stop work.
Existing Condition of Site: Describe the current state and use of the site and detail any development that would be required to prepare for EV charging infrastructure installation. Include any applicable site development needs including plans for site acquisition, site construction, or other site preparation other than electrical power-related preparation.
Pilot owns the location and operates a travel center/liquid fueling center at the site. Site construction will include concrete cutting, boring, trenching, installation of wire, and installation of equipment and concrete pads.
Permitting: Are there any permits or other approvals that are required to complete this project? If yes, provide status of each permit and an anticipated timeline to obtain approval. Example permit types could include air/land use, electrical, structural, zoning, local agency, or environmental.

Pilot already has the required electrical permit issued by OPPD and the required building permit issued by City of Gretna. There are no outstanding permits needed for Pilot to begin construction at the location.

Risk: Identify potential risks, issues, challenges, and needs related to the candidate site and plans for mitigating these risks.

Pilot does not see any risks. Pilot has completed more than 200 EV charging builds at Pilot locations nationwide and has full permits and a final utility design.

Applicant Certification

This certification must be completed and signed by an authorized representative or agent for the Applicant who can attest to the Environmental Screening Questionnaire's quality, accuracy, and completeness and verify that the above questions have been answered to the best of the Applicant's knowledge.

Applicant Name: Pilot Travel Centers LLC Joey Cupp

Signed by:
Signature: Joey Cupp
36BD2F82457C489...

Title: Senior Director, Environmental

Date: 10/27/2025 | 3:51 PM EDT

Proof of Site Ownership (Site Host Agreement)

92-03919

7-232

WHEN RECORDED, RETURN TO:

Barre G. Burgon
Vice President and Counsel
FLYING J INC.
50 West 990 South
Post Office Box 678
Brigham City, Utah 84302

WARRANTY DEED

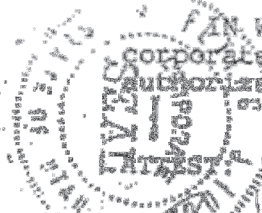
FLYING J INC., a Utah corporation, whose address is 50 West 990 South, Brigham City, Utah 84302, Grantor, hereby CONVEYS AND WARRANTS to CFJ PROPERTIES, a Utah general partnership, whose address is 50 West 990 South, Brigham City, Utah 84302, Grantee, for the sum of TEN DOLLARS (\$10.00), the following described Real Property in Sarpy County, State of Nebraska.

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

SUBJECT TO THE ENCUMBRANCES AND RESTRICTIONS OF RECORD.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby were duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

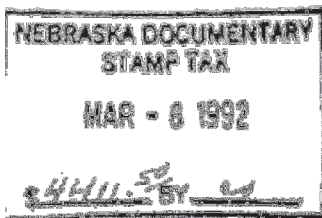
IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this twenty-sixth day of February, 1992.



Secretary

FLYING J INC.

President



Count	5
DE	W
Verify	W
Filed	
Checked	
Fee \$	16.50

FILED SARPY CO. NE.
INSTRUMENT NUMBER

92-03919

92 MAR - 6 AM 9:12

Carol G. Garity
REGISTER OF DEEDS

03919

92-03919A

STATE OF UTAH)
COUNTY OF BOX ELDER) ss.

On the 27th day of February, A.D., 1992, personally appeared before me J PHILLIP ADAMS and BARRE G. BURGON, who being by me duly sworn did say, each for himself, that he, the said J PHILLIP ADAMS is the president, and he, the said BARRE G. BURGON is the secretary of FLYING J INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said J PHILLIP ADAMS and BARRE G. BURGON each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Sharon S. Smith
Notary Public

My commission expires: _____

Residing at: _____



92-03919 B

EXHIBIT A

Lots 1, 2, and 3 Flying J Plaza, as surveyed,
platted and recorded in Sarpy County, Nebraska.

PLS

14-50



Francine Giani
Executive Director
Department of Commerce

Gary Herbert
Governor
State of Utah

Kathy Berg
Director
Division of Corporations
& Commercial Code

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF CORPORATIONS & COMMERCIAL CODE
CERTIFICATE OF REGISTRATION

C T CORPORATION SYSTEM
CFJ PROPERTIES LLC
136 EAST SOUTH TEMPLE, SUITE 2100
SALT LAKE CITY UT 84111

Access Code
Code: 4733066



State of Utah
Department of Commerce
Division of Corporations & Commercial Code

CERTIFICATE OF REGISTRATION

LLC - Domestic

This certifies that **CFJ PROPERTIES LLC** has been filed and approved on **February 01, 1991** and has been issued the registration number **2273477-0160** in the office of the Division and hereby issues this Certification thereof.

A handwritten signature of Kathy Berg in cursive script, enclosed in a rectangular box.

KATHY BERG
Division Director



State of Utah
Department of Commerce
Division of Corporations & Commercial Code
Articles of Conversion

EXPEDITE

2273477-0150

CONVERSION

1. The articles of conversion shall state:

Entity Number: _____

First: The name and entity type of the company immediately prior to the filing of the articles of conversion:

Name: CFJ Properties

Entity Type (Corp, LLC, LP, Partnership, DBA, etc.): General Partnership

Second: The date and state where the company was first created and, if it has changed, its jurisdiction immediately prior to its conversion;

February 1, 1991

Utah

Date of formation

State / Jurisdiction

Third: The name and entity type of the company as set forth in its converted entity filing;

Name: CFJ Properties, LLC

Entity Type: Limited Liability Company

Fourth: The future effective date of the conversion to the new entity if it is not to be effective upon the filing of the articles of conversion;

September 20, 2010

Fifth: Under penalties of perjury, I declare that the articles of conversion have been duly approved by the owners of the entity.

Dated: September 17

By: [Signature]

Title: Sec VP & CFO

2. Additional filing requirements: The non-refundable processing fee of \$37.00 payable to the State of Utah, and application for new entity must accompany this form. No additional fee for the new application.

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

Mailing/Faxing Information: www.corporations.utah.gov/contactus.html Division's Website: www.corporations.utah.gov

MF

Date: 09/20/2010
Receipt Number: 3317475
Amount Paid: \$112.00

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed
and approved on this 20th day of Sept 2010
In this office of this Division and hereby issued
This Certificate thereof.

Examiner: [Signature] Date 9/21/10



Kathy Berg
Kathy Berg
Division Director

2273477-0160



State of Utah This form must be type written or computer generated.

Department of Commerce
Division of Corporations & Commercial Code
Articles of Organization

EXPEDITE

CONVERSION

Important: Read instructions before completing form

Non-Refundable Processing Fee: \$70.00

1. <u>Name of Limited Liability Company</u>	CFJ Properties LLC
2. <u>Purpose(s)</u>	Own and lease property.
3. <u>Who/What is the name of the Registered Agent (Individual or Business Entity or Commercial Registered Agent)?</u> CT Corporation System	
The address must be listed if you have a non-commercial registered agent. What is a commercial registered agent? Address of the Registered Agent: 138 East South Temple, Suite 2100 Utah Street Address Required. PO Boxes can be listed after the Street Address	
City: Salt Lake City State UT Zip: 84111	
4. <u>Organizer(s)</u>	The company ☒ <u>does</u> ☐ <u>does not</u> have organizers who are not members or managers of the company.
5. <u>Name and Address of each Organizer who is not a member or manager</u> (attach additional page if needed)	1. Mitchell D. Steenrod Name 5508 Lonas Rd. Knoxville TN 37909 Address City State Zip Signature <i>[Signature]</i>
6. <u>Management</u>	The company will be ☒ <u>manager</u> ☐ <u>member</u> managed.
7. <u>Name and Address of Member/Manager</u> (attach an additional page if there are more than 2 members and/or managers)	1. Mitchell D. Steenrod Manager Name 5508 Lonas Rd. Knoxville TN 37909 Address City State Zip Signature <i>[Signature]</i>
	2. Kristin Seabrook Member Name 5508 Lonas Rd. Knoxville TN 37909 Address City State Zip Signature <i>[Signature]</i>
8. <u>Duration</u> (may not exceed 99 years)	☒ The duration of the company shall be <u>1</u> years. ☐ The duration date of the company shall be _____
9. <u>Principal Address</u>	5508 Lonas Rd. Knoxville TN 37909 Address City State Zip
Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.	
Optional Inclusion of Ownership Information: This information is not required. Is this a female owned business? ☐ Yes ☒ No Is this a minority owned business? ☐ Yes ☒ No If yes, please specify: <u>Select/Type the race of the owner here</u>	

Mailing/Faxing Information: www.corporations.utah.gov/contactus.html Division's Website: www.corporations.utah.gov

09-20-10A08:47 RCVD

MF

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Examiner: *[Signature]* Date: 9/21/10
[Signature]
Kathy Berg
Division Director



Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CFJ PROPERTIES LLC", A UTAH LIMITED LIABILITY COMPANY,
WITH AND INTO "PILOT TRAVEL CENTERS LLC" UNDER THE NAME OF
"PILOT TRAVEL CENTERS LLC", A LIMITED LIABILITY COMPANY
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE,
AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF
SEPTEMBER, A.D. 2010, AT 1:55 O'CLOCK P.M.

3382581 8100M

110382772

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8730132

DATE: 04-30-11

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:55 PM 09/22/2010
FILED 01:55 PM 09/22/2010
SRV 100930766 - 3382581 FILE

State of Delaware
Certificate of Merger of a Foreign Limited Liability Company
into a Domestic Limited Liability Company

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act,

First: The name of the surviving Limited Liability Company is Pilot Travel Centers LLC, a Delaware Limited Liability Company.

Second: The name of the Limited Liability Company being merged into this surviving Limited Liability Company is CFJ Properties LLC.
The jurisdiction in which this Limited Liability Company was formed is Utah.

Third: The Agreement of Merger has been approved and executed by both Limited Liability Companies.

Fourth: The name of the surviving Limited Liability Company is Pilot Travel Centers LLC.

Fifth: The executed agreement of merger is on file at 5508 Lonas Road, Knoxville, TN 37909, the principal place of business of the surviving Limited Liability Company.

Sixth: A copy of the agreement of merger will be furnished by the surviving Limited Liability Company on request, without cost, to any member of the Limited Liability Company or any person holding an interest in any other business entity which is to merge or consolidate.

IN WITNESS WHEREOF, said Limited Liability Company has caused this certificate to be signed by an authorized person, this 22nd day of September, A.D., 2010.

By: [Signature]
Authorized Person

Name: Mitchell Steenrod, CFO
Print or Type

**Gretna – Site Plan
Location #7**



P77999
INSTALLATION OF ELECTRIC VEHICLES CHARGING EQUIPMENT
FLYING J 686
15010 SOUTH STATE HWY 31
GRETNA, NE 68028



P77999 - FLYING J 686
ELECTRIC VEHICLE CHARGING
15010 SOUTH STATE HWY 31
GRETNA, NE 68028



PROJECT DESCRIPTION	
INSTALL (1) 250KW DELTA DISPENSERS AND SUPPORT EQUIPMENT IN A FOUR STALL FULL THROUGH CONFIGURATION WITH A CANOPY	
DRAWING INDEX	
SHEET NO.	SHEET TITLE
00	COVER SHEET
01	OVERALL SITE PLAN
02	DEMOLITION SITE PLAN
03	ENLARGED SITE PLAN
04	DETAILS
05	DETAILS
06	DETAILS
07	BUILDING CODES AND STANDARDS
08	SWITCHBOARD CUT SHEETS
09	FINAL UTILITY DESIGN
10	ELECTRICAL UTILITY PLAN
11	ELECTRICAL ENLARGED SITE PLAN
12	ELECTRICAL SINGLE LINE DIAGRAM
13	ELECTRICAL CONDUIT DETAILS
14	ELECTRICAL SPECIFICATIONS
15	ELECTRICAL SYMBOLS, ABBREVIATIONS AND GENERAL NOTES
16	EV POWER & DISPENSER STATIONS CUTSHEETS
17	ELECTRICAL LIGHTING PLAN
18	LIGHTING CUTSHEETS
19	ELECTRICAL GROUNDING DETAILS
20	ELECTRICAL GENERAL CONSTRUCTION NOTES
21	PROPERTY SURVEY (FOR REFERENCE ONLY)
CODE INFORMATION	
STATE JURISDICTION LATEST ELECTRICAL CODE, INCLUDING THE TABLES AND ANNEXES THEREOF.	
STATE JURISDICTION LATEST BUILDING CODE, INCLUDING THE TABLES AND ANNEXES THEREOF.	
STATE JURISDICTION LATEST ENERGY CODE, INCLUDING THE TABLES AND ANNEXES THEREOF.	
STATE JURISDICTION LATEST REFERENCED STANDARDS CODE, INCLUDING THE TABLES AND ANNEXES THEREOF.	
2015 INTERNATIONAL FIRE CODE	

CONTRACTOR NOTE

CONTRACTOR SHALL COMPLETE DETAIL PER THE SIGNED AND THE SEALED SET OF DRAWINGS. ANY NECESSARY DEVIATIONS FROM THE DRAWINGS MUST BE SUBMITTED THROUGH AN RFI REQUEST PROCESS WITH ENGINEERING FOR AN APPROVAL PRIOR TO CONTRACTOR PROCEEDING WITH A DEVIATION OF THE SIGNED AND SEALED SET OF DRAWINGS.

CALL BEFORE YOU DIG

811
Know what's below
Call before you dig.

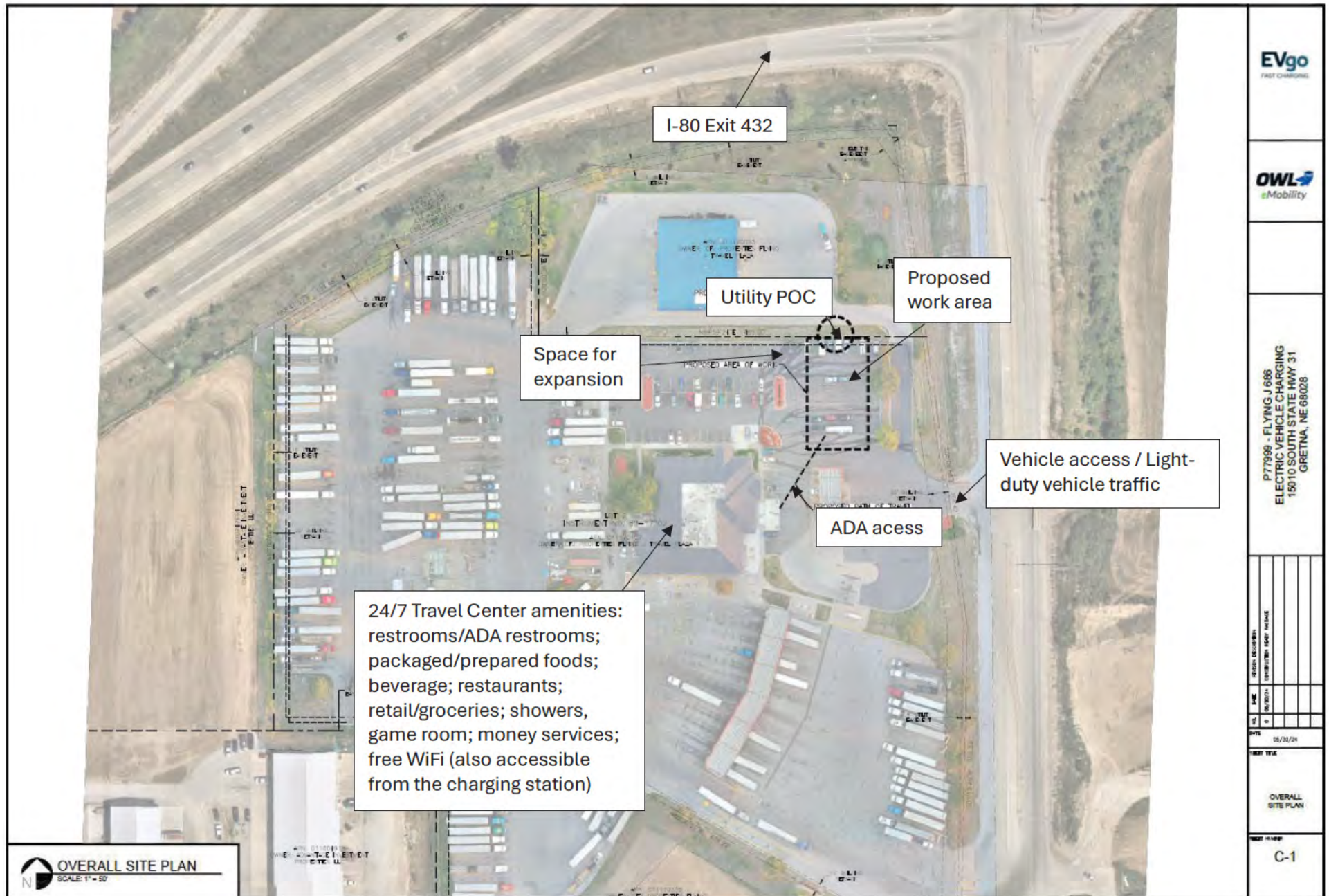
DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

ENGINEER OF RECORD

COVER SHEET

CS



EVgo
FAST CHARGING

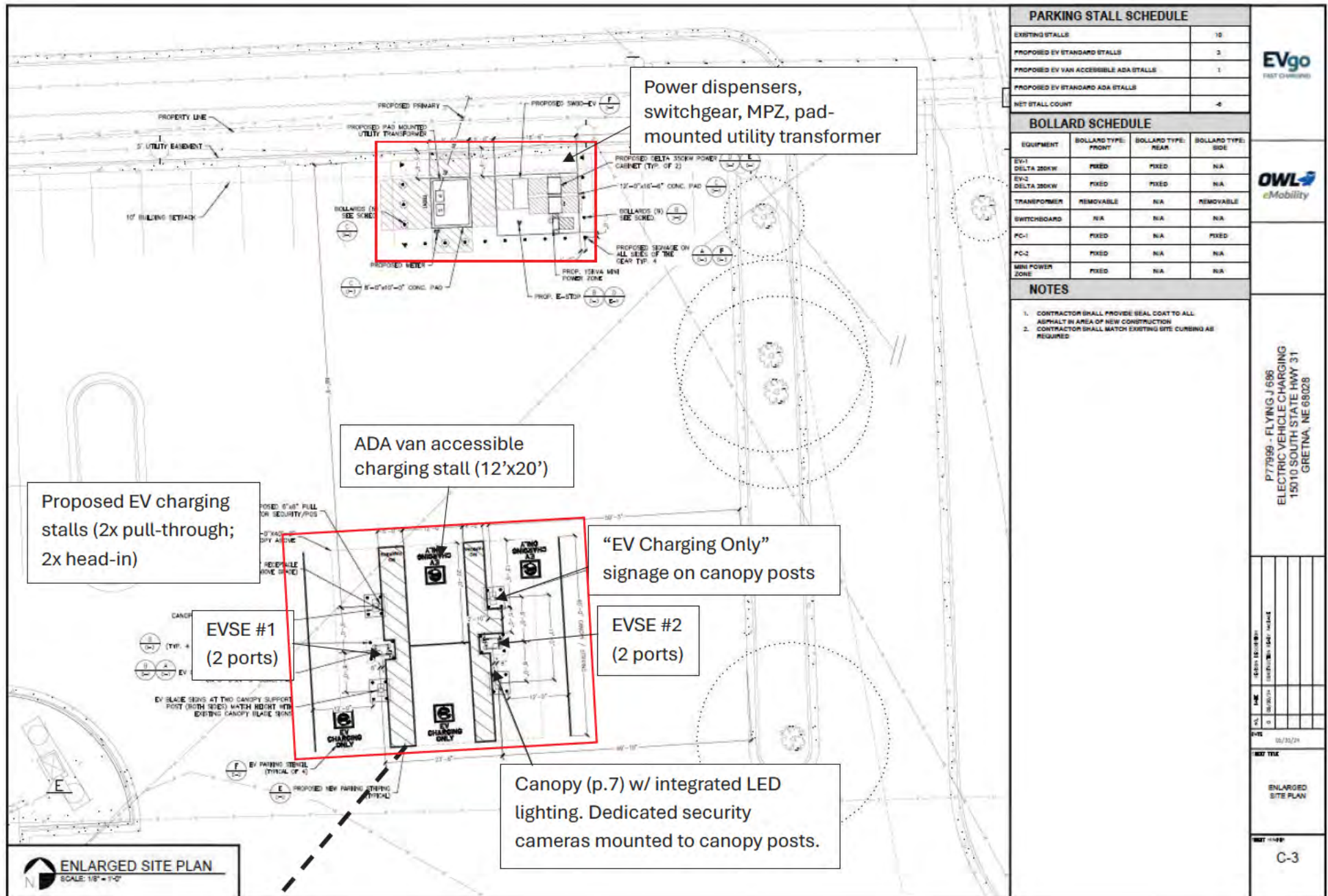
OWL
eMobility

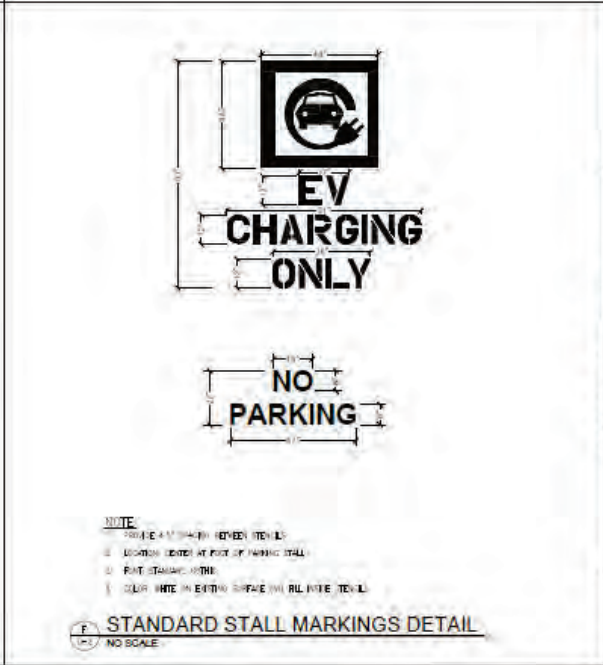
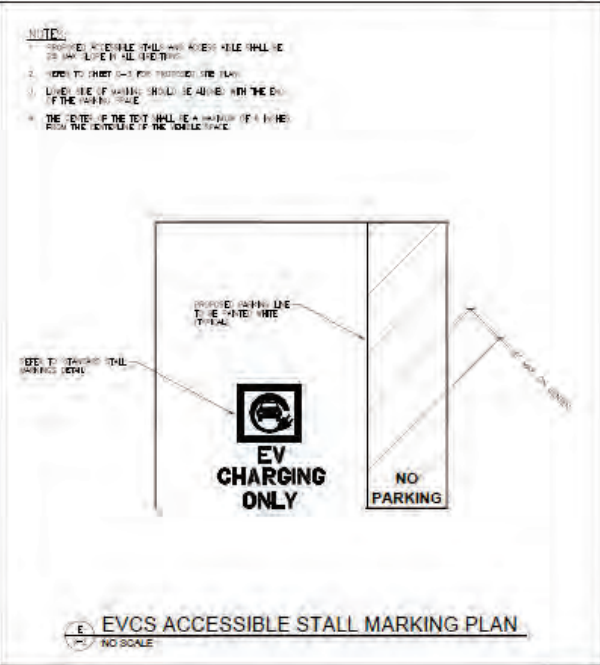
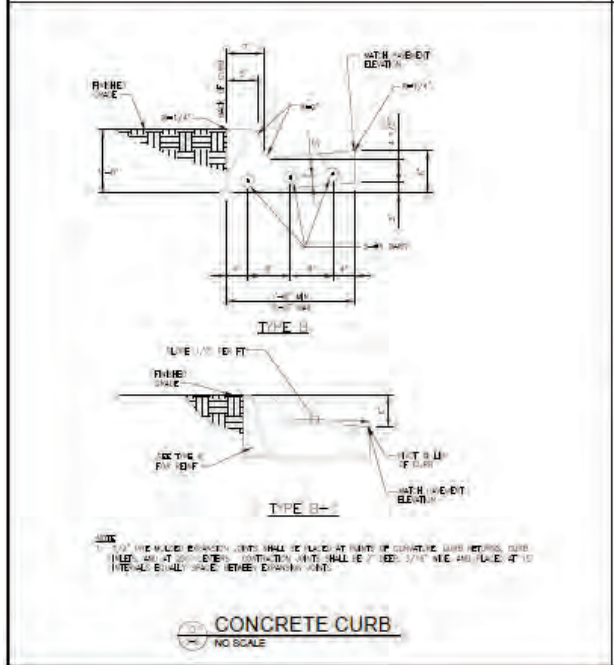
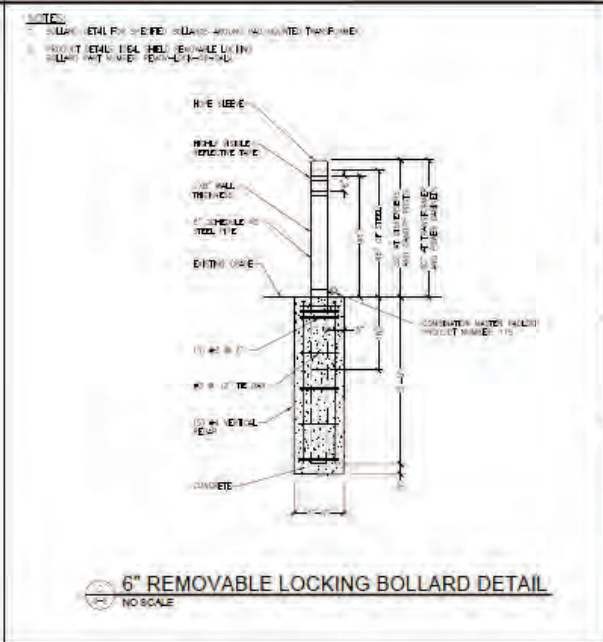
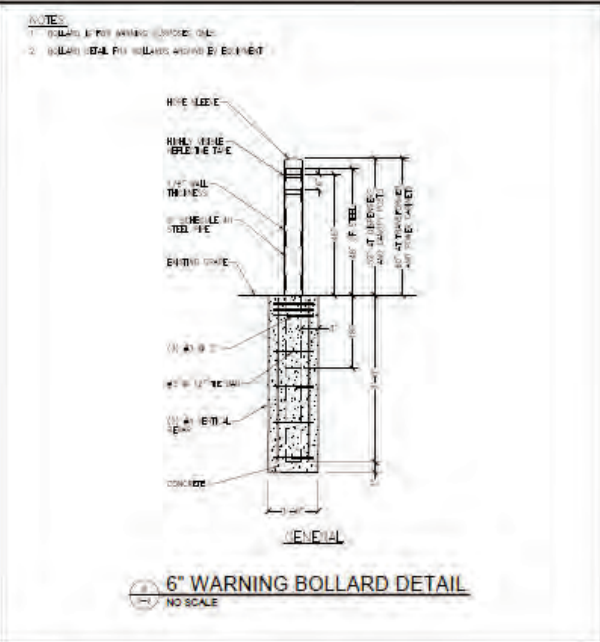
P77999 - FLYING J 686
ELECTRIC VEHICLE CHARGING
15010 SOUTH STATE HWY 31
GRETN, NE 68028

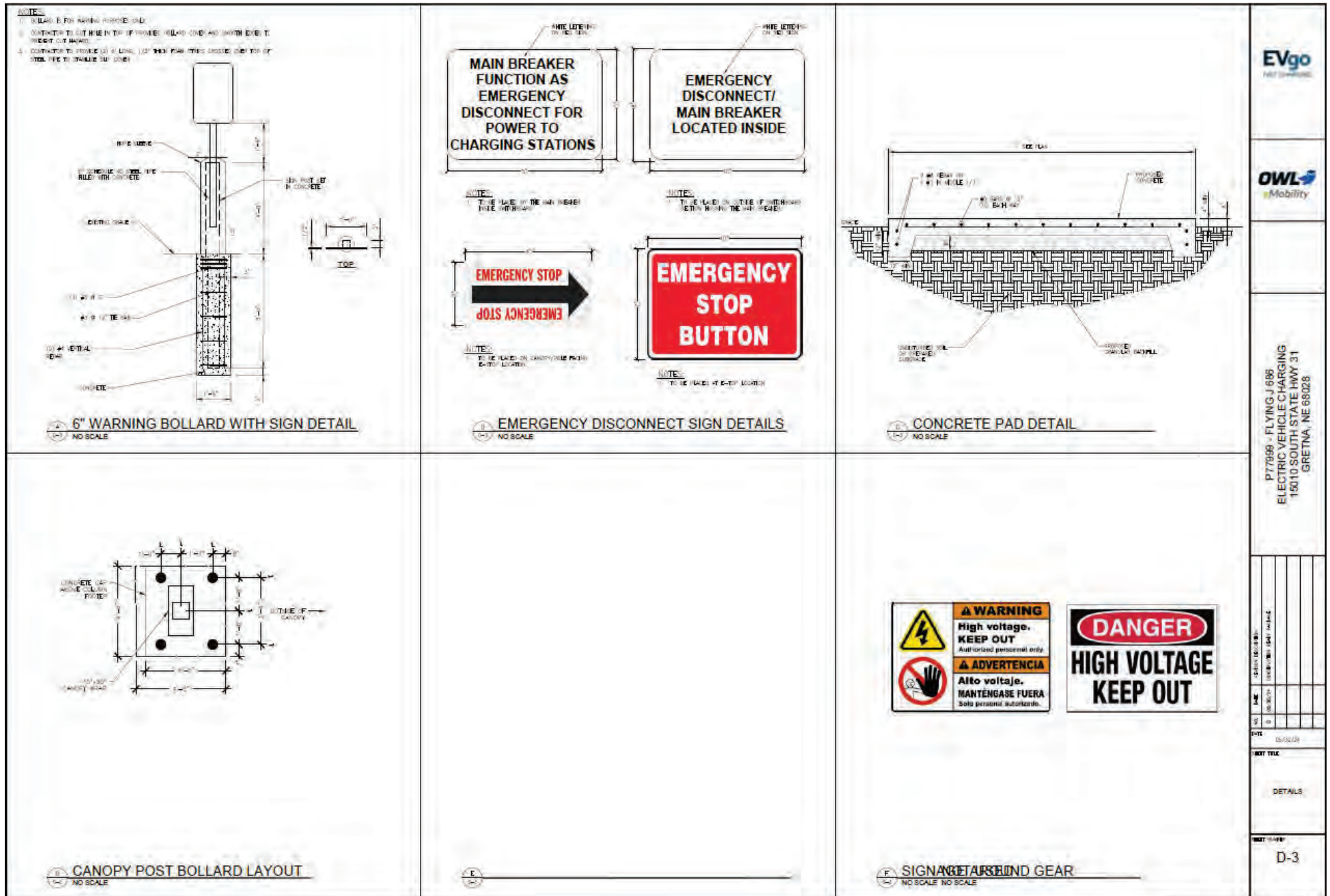
DATE	DESCRIPTION	BY	DATE
05/30/24	CONSTRUCTION	WAC	05/30/24
05/30/24	DESIGN	WAC	05/30/24
05/30/24	REVISION	WAC	05/30/24
05/30/24	REVISION	WAC	05/30/24
05/30/24	REVISION	WAC	05/30/24
05/30/24	REVISION	WAC	05/30/24
05/30/24	REVISION	WAC	05/30/24
05/30/24	REVISION	WAC	05/30/24
05/30/24	REVISION	WAC	05/30/24
05/30/24	REVISION	WAC	05/30/24

OVERALL
SITE PLAN

C-1







Final utility design




FAST CHARGING



P77989 - FLYING J 686
ELECTRIC VEHICLE CHARGING
15010 SOUTH STATE HWY 31
GRETN, NE 68028

DATE	05/20/24
BY	05/20/24
REV	05/20/24
DATE	05/20/24

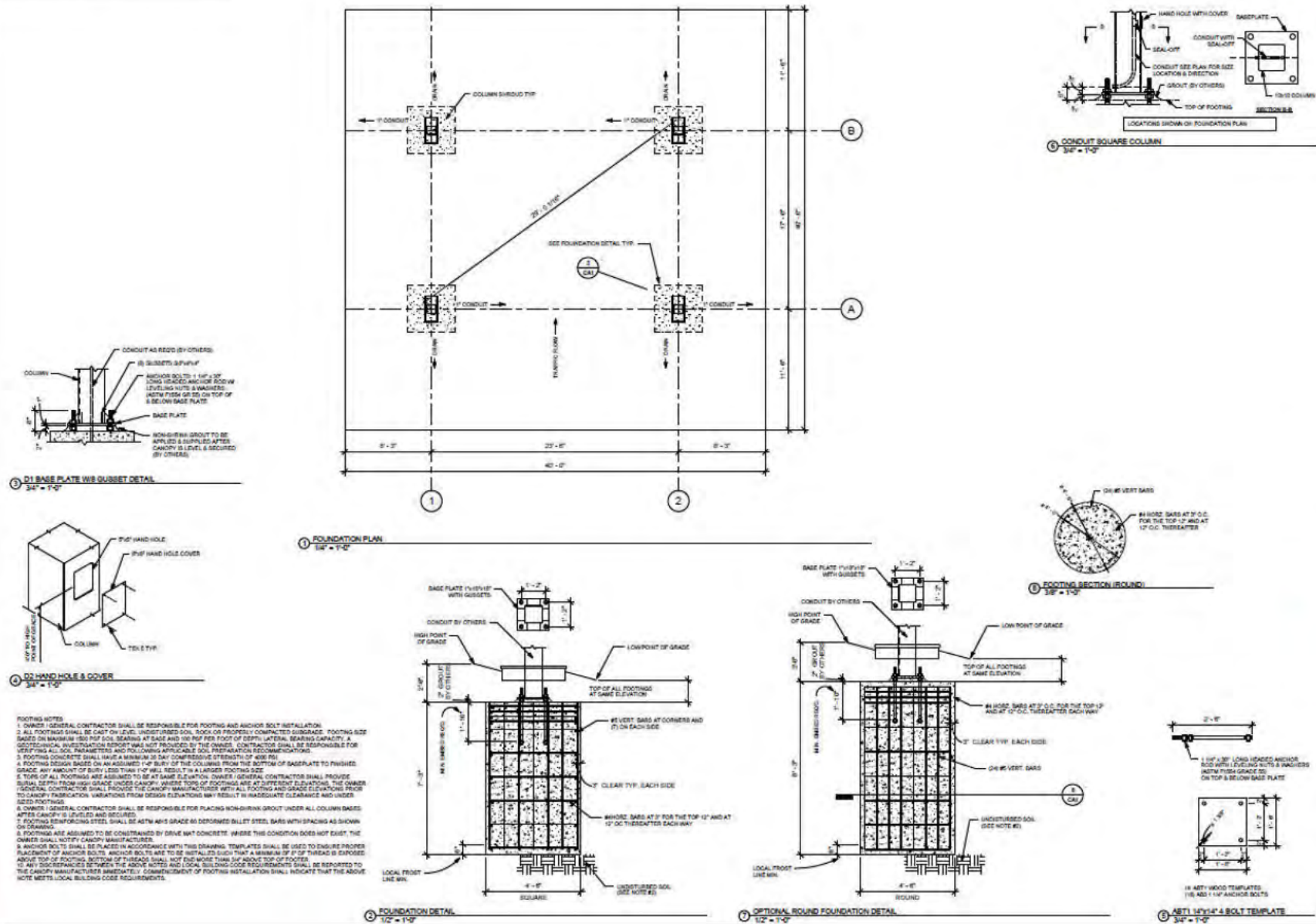
REVISED TRAIL

FINAL UTILITY DESIGN

REVISED TRAIL

D-6

Canopy schematic



REV	DATE	BY	DESCRIPTION



T. S. JOHANNESON, P.E.
1201 East 1st Street
Tulsa, OK 74103
918.461.1124



THIS PLAN IS SUBJECT TO FEDERAL COPYRIGHT LAWS. ANY USE OF SAME WITHOUT THE EXPRESS WRITTEN PERMISSION OF FASHION INC. IS PROHIBITED.

ULTIM / PILOT BY 8836
15010 SOUTH STATE HWY 31
BREITNA, NE

40' x 40' FULL-THROUGH (EV-0)

DATE	BY	DATE	BY
6/5/23	JLH		

461030
FOUNDATION PLAN
CA1

Canopy graphics





IMAG
RESOURCE
GROUP

REV	DATE	BY	DESCRIPTION



DAVID R. JOHNSON, P.E.
1301 East 3rd Street
Tulsa, OK 74103
918.218.1124



1018 E. South Street
Owens, Kansas 66067
Phone 785.242.8111

THESE PLANS ARE SUBJECT TO
FEDERAL, COUNTY, STATE, AND
ANY USE OF SAME WITHOUT THE
EXPRESS WRITTEN PERMISSION
OF FASHION INC. IS PROHIBITED.

ULTIUM / PILOT EV #686
18210 SOUTH STATE HWY 31
GRETN, NE.
40' x 40' FULL-THROUGH (EV-C)

DATE	BY	DATE
6/9/23	JLH	JLH

461030

FASHION SIGNAGE

CAS

BRANDON M. TRAMA

12203 Mossycup Drive Houston, TX 77024 · (949)-689-5666 · brandon.trama@gmail.com

PROFESSIONAL EXPERIENCE

PILOT COMPANY

Houston, TX

Head of Vehicle Electrification and Infrastructure (formerly Director, Business Development)

April 2022-Present

- Leads Pilot Company's Electric Vehicle Charging business unit including retail passenger vehicles, medium- to heavy-duty trucking and onsite power generation and storage resources. Has P&L ownership of growing charger network with mandate to develop 500 charging locations by 2026 and supervision of projects with a total capital budget in excess of \$500mm.
- Led Pilot Company's strategies addressing the sale of biofuels for voluntary carbon reduction, autonomous trucking depot strategies. Served as a director on the boards of VoltaGrid, Scope23, Kodiak Robotics and Hyperion Water Solutions.
- Served as interim executive for Scope 23, a joint venture with Schneider National to develop and market a carbon emissions tracking and reductions platform. The platform optimizes shipment-level carbon intensity and enables net-zero freight loads through the sale of low-emissions fuel and Pilot proprietary carbon offsets
- Developed capital allocation and commercial strategy to support Pilot Company's compressed natural gas virtual pipeline business growth from inception to ~7,000 MMBTU/d delivered and ~\$1.8mm/mo in gross margin in under six months
- Led negotiation, documentation and execution of Pilot's divestiture the of above compressed natural gas virtual pipeline business

THE CARLYLE GROUP

New York, NY

Vice President

November 2019-March 2022

- Led valuation, due diligence and legal documentation for Carlyle Power Partners' acquisition of Odyssey Holdings, an 875-megawatt portfolio from Cascade Investment and negotiated key credit terms for associated credit facility
- Negotiated legal documentation and key deal terms while leading the signing to closing transition process for Carlyle Power Partners' sale of 188-megawatt Tilton Energy power plant to Rockland Capital
- Led valuation, legal structuring and credit analysis for Carlyle Global Infrastructure's planned underwriting of a structured transaction to finance onsite cogeneration at a Canadian steel plant designed to reduce plant emissions by 22%
- Led strategic analysis of Carlyle Power Partners' contemplated entry into the Mexican power market to include regional market analysis, commercial contract diligence, joint venture partner vetting and geopolitical risk assessment
- Provided strategic leadership and oversight to a ~4-gigawatt portfolio consisting of nine power plants in three separate markets with over 115 employees and ~\$220 million of annual EBITDA

CASTLETON COMMODITIES INTERNATIONAL

Houston, TX

Vice President/Associate, Principal Investments and Origination

June 2017-September 2019

- Conducted financial analysis, document negotiation and operational due diligence in support of CCI's acquisition of NorTex Midstream Partners' natural gas storage business from Alinda Capital Partners to include arrangement of a \$40mm revolving credit facility.
- Conducted financial analysis and negotiated legal documentation in support of CCI's carve out and acquisition of Munich Re's United States physical natural gas trading business
- Developed financial model, led operational due diligence and negotiated key terms for transaction legal documentation leading to CCI's \$64m acquisition of Enstor Energy Services trading platform

1ST SPECIAL FORCES GROUP and 10TH MOUNTAIN DIVISION, U.S. ARMY

Various Locations

Special Forces (Green Beret) Operational Detachment Commander and Rifle Platoon Leader

2006-2015

- Commanded two Special Forces Operational Detachments Alpha on politically sensitive missions with total budgets exceeding \$8m spanning Thailand, the Philippines, Indonesia, Malaysia, Singapore, Australia, New Zealand, and Japan.
- Led a 35-soldier Rifle Platoon with \$2.5m+ worth of equipment on over 300 combat patrols in East Baghdad, Iraq. Earned the U.S. Army Combat Infantryman's Badge.

EDUCATION

THE WHARTON SCHOOL, UNIVERSITY OF PENNSYLVANIA

Philadelphia, PA

Master of Business Administration with Honors; Major in Finance

2015-2017

HARVARD COLLEGE, FACULTY OF ARTS AND SCIENCES

Cambridge, MA

Bachelor of Arts in Economics, Foreign Language Citation in Mandarin Chinese

2002-2006

ADDITIONAL INFORMATION

- **Activities:** Council on Foreign Relations Term Member; MD Anderson Advance Team; Youth Basketball and Football Coach
- **Languages:** Mandarin Chinese (Intermediate proficiency)



JOSHUA COPELAND

714-604-6856

joshua.copeland@pilottravelcenters.com

josh@kindcos.com

Maryville, Tn

PERSONAL OBJECTIVE

Serving the people around me by using my past experiences, passions and talents for business, entrepreneurship and project management in the construction industry.

Experience

PILOT TRAVEL CENTERS

(04/2024 to Present)

Project Manager in the Development/Construction Department. Day to day role includes identifying existing stores for potential EV Sites, manage external vendors with oversight of all design, permitting, equipment, and construction. Assist and coordinate with internal Pilot teams seeking grants and other funding.

KIND GUYS DEVELOPMENT, INC.

(03/2020 to Present)

Owner/ Operator of a Design/Build contracting firm primarily focused on new Accessory Dwelling Units (ADU's) and high-end remodels. Working with the customer from concept through completion gives us an opportunity to spearhead the design, budget, city requirements, and build to completion the vision of our clients. Most notable project - 6,000sf addition and remodel in Newport Beach, CA valued at \$3.5m.

EASTON PACIFIC

(02/2017 to 12/2020)

Hired to oversee medical and commercial projects as a project manager. Day to day roles include estimating, customer interaction, contractor management, financial accountability and auditing, working directly with owners, general contractors, state and local officials.

DAVIES DEVELOPMENT

(06/2015 to 01/2017)

Hired to complete a custom home in Park City, UT with a very difficult client who had already fired the first superintendent and project manager. Worked directly with unhappy clients, general contractors and sub-contractors to complete 10,000sf home. Daily negotiations, schedule creation and implementation, open communications and relationship rebuilding. Successfully completed the project with relationships intact.

HINCKLEY EAVES CONSTRUCTION

(06/2014 to 05/2015)

Created a S Corp alongside two partners as the COO. Responsibilities included running day-to-day businesses, sales, financial, systems and procedures, estimating and project management. Moving the company from a home office into a Class A office including lease negotiation, design, budget and building out suite. In my short time there, the average monthly revenue grew over 100%. Planning and implementing the merger of 2 companies. Negotiating and helping to write all of the corporate documents and agreements.

SOUL CONSTRUCTION INC.,

(10/2003 to 06/2011- Kapa, HI)

As a General Contractor, my responsibilities included: ownership of a multi-million-dollar company with annual revenues exceeding \$4m, and management of day to day business

operations. Construction projects included new cost-plus fee custom residential ground up and remodel, as well as commercial tenant improvements and commercial and industrial ground up. Under my leadership, the company grew to employ 35 full-time employees. With our main offices located on Kauai, SCI completed projects on every major island. I had the opportunity to lead this company to be one of the largest on Kauai and fastest growing in Hawaii and nationally. In 2009, Soul Construction Inc. made 18th place on the “Hawaii’s Fastest 50” growing companies. moving up to 10th place in 2010! Soul Construction also made the prestigious “Inc. 5000” list in 2010 as the #1,252 fastest growing companies in the nation with almost 300% growth. Another notable award was winning first place for “Best Custom Home – (\$2m to \$5m)” from the General Contractors Association of America in 2009.

MARC SERVICES

(06/98 to 09/2003 Costa Mesa, CA)

Responsibilities include estimating jobs, providing excellent customer service, onsite coordination and supervision of subcontractors and ensuring the quality completion of work from start to finish. Specific experience includes writing contracts, hiring, ordering and purchasing of materials for new and remodeling projects ranging up to \$150,000.00 and being knowledgeable about every aspect of each project.

Skills

- More than 29 years of increasing entrepreneurial & executive responsibilities culminating in successful business ownership and leadership in the construction industries.
- An excellent track record of completing challenging projects on schedule and within budget.
- Noted ability to interface well with staff, customers, vendors and city, county, and state officials.
- Exceptionally thorough, detail-oriented professional with a strong work ethic and sharp analytical skills.
- Highly self-motivated, multi-task oriented and able to effectively prioritize and delegate assignments.
- Excellent verbal and written communication skills.
- Noted ability to handle stressful and/or emergency situations in a calm, professional manner.
- Proven leadership and problem-solving abilities with an established reputation for reliability, integrity and resourcefulness.
- 15 years of experience in positions of leadership in the non-profit realm which include church and small group leadership, community events/fundraising, private schools, leadership groups and the Chamber of Commerce.

Strengths Finder Top 10: Competition, Responsibility, Achiever, Self-Assurance, Arranger, Belief, Positivity, Relator, Developer, Consistency

References Available upon Request

ALLIE LACROIX

PHONE: (865) 206-6014

EMAIL: ALLIECLACROIX@GMAIL.COM

ACADEMIC BACKGROUND

University of Nebraska-Lincoln

Bachelor of Arts in Political Science, December 2016

Minors: Environmental Studies and Public Policy

University of Nebraska- Omaha

Master of Science in Political Science, August 2021

University of Pennsylvania

Executive Program- Social Impact Strategy, August 2021

COMMUNITY SERVICE AND VOLUNTEER LEADERSHIP

- Give Nebraska Board Member, April 2021- Present
- Nebraska Unity PAC Board Member, 2020-present
- Nebraska Humane Society Equine Rescue Volunteer, March 2019- Present

CAREER SUMMARY

MANAGER, GRANTS AND INCENTIVES

Pilot Company, June 2023- Present

- Manage development of public funding proposals for EV charging, hydrogen fueling, and high ethanol fuel blends incentive
- Ensure compliance with all funding requirements, including fiscal controls, site-level construction requirements, and on-going data requirements
- Work with internal and external stakeholders to execute funding contracts/agreements to the satisfaction of both parties

PUBLIC FUNDING MANAGER

EVgo, July 2021 to June 2023

- Prepare over 300 EV charging public funding applications annually for a wide variety of programs including Volkswagen Mitigation Appendix D, federal funding opportunities, utility make ready and alternative fuels incentive programs
- Ensure grant program requirements and compliance metrics are communicated effectively to all internal and external stakeholders
- Author EV charging focused blog posts and best practices guides to be distributed to a wide variety of stakeholders

CAREER SUMMARY CONTINUED

ASSOCIATE DIRECTOR OF MAJOR GIFTS PORTFOLIOS

ACLU National, December 2019 to July 2021

- Promoted to a position created by ACLU National to further professionalize development and program operations in the midwest
- Developed and maintained relationships with Nebraska's top philanthropists and ACLU partner organizations
- Prepared 20-30 grant applications, letters of interest, and grant reports each fiscal year
- Led several grant funded projects including creation of a bail fund, a volunteer court watching program and a legal fund for arrested protestors

DEVELOPMENT DIRECTOR

ACLU of Nebraska, July 2018-December 2019

Development Associate, July 2017- July 2018

- Successfully grew grants fundraising program from \$100,000 to \$1.7 million
- Managed all facets of grant fundraising including writing all applications and reports, creating and tracking grant budgets, and working with full ACLU team to design and achieve grant deliverables
- Identified and cultivated relationships with new potential grant funders
- Ensured all donors received meaningful and consistent communication to connect them to the work of the ACLU
- Led grant funding projects including a transgender rights deep canvas and campaign against juvenile detention

FINANCE DIRECTOR

Mello for Mayor Campaign, 2016-2017

- Managed Deputy Finance Director and two Events and Finance Assistants
- Created and maintained relationships with donors at all levels
- Designed detailed reports on fundraising activity, including creating accurate reports on funds raised per hour by fundraising activity for effectively budgeting candidate Heath Mello's time

COMPLIANCE AND FINANCE MANAGER

NDP, 2014-2016

- Managed \$2.5 million of campaign spending during the 2016 Congressional Campaign Committee Coordinated Campaign
- Reported all donations and expenditures under FEC and NADC guidelines
- Managed the 2016 Nebraska Caucus including finding a suitable location and training a volunteer caucus manager for each of Nebraska's 93 counties

Scott Hundley

Manager - EVCI Business Development

- Experienced Senior Project Manager with a demonstrated history of working in the retail industry. Skilled in Cash Flow, Communication, Management, Financial Accounting, and Leadership. Strong program and project management professional with a Master's degree focused in Project Management from Boston University.

EXPERIENCE

Pilot Company, Knoxville	17 YEARS 1 MONTH
Manager - EVCI Business Development	DECEMBER 2022 - PRESENT
Manager, Project Management Office	MARCH 2022 - JANUARY 2023
Senior Project Manager	SEPTEMBER 2016 - JUNE 2022
Credit Manager	JANUARY 2013 - SEPTEMBER 2016
Credit Department Supervisor	JANUARY 2008 - JANUARY 2013
Credit Analyst	AUGUST 2006 - JANUARY 2008

EDUCATION

Boston University	JANUARY 2007 - JANUARY 2009
Master's degree, Project Management	
University of Tennessee, Knoxville	JANUARY 2000 - JANUARY 2004
Bachelor of Arts (B.A.), Economics	

CERTIFICATIONS

Certified ScrumMaster (CSM)	AUGUST 2019 - AUGUST 2021
Scrum Alliance	
Credential ID: 970605	
Show Credential	
Project Management Professional	APRIL 2013 - APRIL 2022
Credential ID: 1599690	

Bryan P Martin, CEM

Maryville, TN 37801 | 865-209-6801 | Bryanpma@gmail.com

Experience

SR. MANAGER, FACILITY SERVICES & ENERGY | 01/2015 - Current

Pilot Company - Knoxville, TN

Manage energy and utilities for 200 commercial and industrial sites in the mid-Atlantic region Develop and implement energy efficiency projects
Conduct energy audits and develop plans to reduce consumption
Evaluate natural gas and electrical contracts make recommendations to reduce costs
Lead team of sourcing professionals through cross functional areas
Coordinate demand response activities to maximize savings
Manage LED and power factor correction projects
Achieved >\$2M in utility and procurement savings

BUSINESS DEVELOPMENT MANAGER | 12/2011 - 01/2012

EnerNOC Inc. - Knoxville, TN

Present the values of the TVA demand response program to qualified commercial and industrial facilities
Cold call/email >40 customers on average per day to gain appointments and meet sales targets Consult with engineers, maintenance, and operations to develop strategic energy curtailment plans Attended and successfully completed sales summit role playing competitions
Consistently met customer mW demand response participation goals

ENERGY CONSULTANT/ACCOUNT MANAGER | 01/2009 - 05/2011

Grainger Industrial Supply - Knoxville, TN

Proactively contact leads and set appointments for introductory meetings
Conduct energy audits and generate lighting savings proposals
Implement LED and energy efficiency upgrade projects
Achieved 108% of annual revenue goal ranking 257/1347
Selected by manager to southeast region sales Executive Council

REGIONAL SALES MANAGER | 08/2006 - 01/2009

EnergyLife, Inc. - Tampa, FL

Developed \$10M in lighting, EMS, and generation projects
Handled all phases of project to implementation
Proactively contact end users, utilities, and trade groups to build pipeline Attend trade shows to market services

Education and Training

The University of Tennessee - Knoxville - Knoxville, TN | **Bachelor of Arts**
Political Science, 12/1990

Certifications

Association of Energy Engineers (AEE) President Emeritus East
TN AEE-Certified Energy Manager (18828)
AEE-Renewable Energy Professional (certification pending)
Edison Electric Institute (EEI) customer advisory group member

EVgo Professional Bios

Staci Hoell is Partnership Accounts Manager for EVgo and has 10 years of experience building strong partnerships and implementing innovative programs in transportation electrification, solar energy, and facility operations. As an Account Manager at EVgo, Hoell leads commercial partnerships with Pilot Flying J and General Motors, and facilitates the build-out of a nationwide EV fast charging network on 500+ sites across the U.S. Previous experience includes administration of the California Public Utilities Commission solar incentive program for multifamily affordable housing and managing transportation operations at the University of San Francisco. Hoell holds a B.S. in Molecular Biology and a Master of Public Health from the University of San Francisco.

LinkedIn: <https://www.linkedin.com/in/stacihoell/>

Andrew Ferrick is Director of Construction and Engineering for EVgo and has been key to driving process improvements and boosting overall efficiency for site deployment. Significant accomplishments at EVgo include completion of the 200+ DCFC CPUC program, the Drive the Arc Program (San Jose to Lake Tahoe), WADOT Electric Vehicle Charging Infrastructure I-5 Corridor Project, and the Elysium Program (East Coast Corridor). Prior to joining EVgo, Ferrick gained experience as a Commercial Construction Operations Manager for ATA Energy, Commercial Project Manager for Helio Power, and Foreman for Aerotek. Ferrick holds a CA C-10 Electrical Contractors License (658005) and OSHA 30 certification.

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Mandeep Guragain, P.E. is Senior Director of Development Engineering at EVgo. Guragain brings over 15 years of experience in sustainable technology and electrical engineering. Guragain is a primary technical expert and resource for charging technology and vets project specifications and requirements against EVgo's full range of charging solutions. He holds a M.S. in Electrical Engineering from Villanova University, a Project Engineer license from the National Society of Professional Engineers, and an MBA from the University of Illinois.

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Gerald Cabrera is Senior Director of Grid Integration at EVgo. He brings over thirty years of experience in project and utility engineering with past roles including Senior Interconnection Manager for Pacific Gas and Electric Company, Chief Executive Officer for SolarFi Inc, and Project Manager for Jacobs Engineering Group. Cabrera hold a Bachelor of Science in Mechanical Engineering from San Jose State University and a Master of Business Administration from Stain Mary's College of California.

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Wesley Sun is the Vice President of Software Development at EVgo. Sun brings to the team over 16 years of managerial experience in information and technology to his role, with past leadership positions at Genera Corp and Silla Automotive. In his position at EVgo, Sun provides cross-departmental support through the development and maintenance of a core software operating platform as well as provisions of data for reporting and analytics. Fluent in both English and Mandarin, he holds a degree in Computer Science from the University of California, Irvine.

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Paul Dinh is the Director of Field Operations at EVgo and serves as the overall manager of chapter operations for the proposed projects. Dinh brings nearly 15 years of experience to the team, with past roles including Global Operations Manager at UL and Client Development and Global Alignment Manager at STR Responsible Sourcing. At EVgo, Dinh oversees field operations including managing and improving EVgo's 24/7 proactive monitoring and alert system for charger health, field operations including oversight of on-site field technicians, and part acquisition. Dinh holds a Bachelor of Arts from the University of California, Los Angeles.

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**Pilot Travel Centers LLC Response to
Request for Proposal #123703 Z6
Nebraska Department of Transportation
October 28, 2025**

**Location #7
I-80 Exit 432
15010 South State Hwy 31, Gretna, NE 68028
Cost Proposal**

Form A.7
Cost Proposal Summary
Request for Proposal Number 123703 Z6

Location 7

To complete the cost proposal summary, please indicate summary costs as indicated in the table below, noting that values should only be entered in the Eligible Cost column cells. See **Sections VI.G, VI.I of the RFP** for additional information regarding eligible funds and costs.

Project Costs – Funding Requests (Combined Set of Proposed Sites)		Response
A. What is the overall eligible cost of the project as proposed?		\$ 929,031
B. What is the overall subsidy amount being requested from NDOT? (max 80% of A.)		\$475,000
C. Provide a cost breakdown in the format below, and narrative, describing where costs will be incurred on the project. Include all costs such as site costs, project planning, design, equipment purchase, installation.		

Milestone	Subcategory	Eligible Cost
1. Design & Procurement	a. Design	\$0
	b. Permitting	\$0
	c. Major Electrical Equipment, to include: EVSE, electrical switchgear/switchboard, CT cabinet and service rated main circuit breaker, and electrical transformers	\$ 380,493
	Subtotal Payment Point 1	\$ 380,493
2. Construction	a. Utility upgrade costs	\$ 35,382
	b. Other material purchases	\$ 124,292
	c. Major equipment installation (EVSE and supporting electrical equipment)	\$ 374,864
	d. Other Site Improvements (ADA updates, site access, Security, signage, Etc.)	\$ 1,000
	e. Inspection and Acceptance Testing	\$ 13,000
	Subtotal Payment Point 2	\$548,538
	Total	\$929,031

Budget Narrative

Design / Permitting: These costs have already been incurred by Pilot Company and are, therefore, ineligible.

Equipment: Equipment costs include two (2) Delta 350kW power cabinets and power dispensers, 1200A switchboard, and mini power zone. Not that utility transformer costs are included in the utility upgrade costs.

Utility upgrade costs: Includes utility transformer, terminator pole (if applicable), metering, service lateral or conductor, and construction. Quote provided by the utility.

Other material purchases: Materials cost includes wire, conduit, concrete/asphalt, and other construction materials. For Location #7 in Gretna, additional material costs also includes EV charging station canopy and canopy footings.

Major equipment installation: Includes all construction costs, such as civil materials (e.g., asphalt) and labor, electrical materials (e.g., wires, conduit) and labor, contractor-side utility upgrades (e.g., concrete pad for transformer), striping / signage, project management, overhead, contingency, and margin. Costs based on contractor quote.

Other site improvements: Includes temporary signage and fencing during construction. Inspection and acceptance testing: Includes cost of on-site personnel for final testing and commissioning.