Response to

State of Nebraska Department of Transportation's
RFP#123703 Z6 For Service Contract

OCT 2025

Technical Proposal

By:
Universal EV LLC
305 W Spring Creek Pkwy,
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Attachment A

National Electric Vehicle Infrastructure (NEVI) Program

Request for Proposal Number 123703 Z6

Bidder Name:	**Universal EV LLC**	**Location:**	**14355 NE-31, Gretna, NE 68028**

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)	**Universal EV LLC**, a subsidiary of Universal Green Group, will be the project owner. Universal EV has vast experience of installing Level 2 and DCFC projects. Universal EV will oversee the project from planning to installation, operations, and maintenance, ensuring compliance with NEVI guidelines.
Site Host (Host Site Label / Name)	**NR Enterprises Inc.** will allow Universal EV LLC to own, operate, maintain, and install fast charging stations at their property for the term of 5 years subject to auto renewal of another 5 year unless agreed mutually by both parties.
EVSE Supplier (EVSE Equipment Supplier)	**Tritium Power,** with a presence in over 52 countries, will provide EV charging equipment. Known for their innovative solutions, Tritium provides hardware that integrates with our software for seamless station management and user experience.
EVSE Installer/Contractor (EVSE EVITP Certified Installer)	**Connect Electricals** will handle the installation of the EV charging infrastructure. Their team of EVITP certified Master Electricians has extensive experience installing EVSE across North America, ensuring compliance with all safety and operational standards.
Site Operator (Host Site Owner/Operator)	Universal EV will act as the site operator, managing the day-to-day operations of the charging stations. This includes monitoring station performance, resolving any operational issues, and ensuring an optimal user experience.
Equipment Maintainer (EVSE Maintenance)	Universal EV, in collaboration with Tritium, will manage the maintenance of the EVSE. This includes real-time monitoring, on-site inspections, and 24/7 support to ensure optimal station

	performance and maximum uptime.
Utility Provider (Local Electrical Service Provider)	The electric distribution utility at the proposed location is **Omaha Public Power District** and will be providing reliable interconnection services that meet the power requirements of the site.
Sub-contractors (Supporting Sub-contractors)	**Connect Electrical Contractors,** will serve as the sole subcontractor, responsible for providing additional technical and on-site support during the installation and maintenance phases of the project.
Charge Network Provider (EV Charging Station Network Communications Provider)	Universal EV's proprietary software platform, UEVCMS, will provide a comprehensive network solution for managing the EV charging infrastructure. It facilitates network communications, real-time monitoring, and seamless integration of customer services such as reservation capabilities, loyalty programs, and payment processing.
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: **Full Company or Corporate Name:** Universal EV LLC **Address of Company Headquarters:** 305 W Spring Creek Pkwy, Suite 100 B Plano TX 75023 **Entity Organization:** Corporation **State of Incorporation:** Texas **Year Organized to Do Business:** 2020 **Name and Form of Organization Changes:** The name and form of organization have not changed.	
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:

[redacted]

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: Universal EV LLC affirms there are no anticipated changes in ownership or control of the company during the twelve (12) months following the proposal due date. We will be dedicated to maintaining our current ownership structure to ensure stability and continuity in our operations. In the event of any unforeseen circumstances that may impact this commitment, we will promptly notify the State as required.

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: 305 W Spring Creek Pkwy, Suite 100 B Plano TX 75023

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: Universal EV, and any parties named in this proposal have not had any contracts with the State of Nebraska in the previous five (5) years. As of the proposal's due date, we declare that there are no existing or prior contracts between Universal EV and the State of Nebraska or any of its agencies during this timeframe.

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: As of the proposal due date, there are no individuals named in Universal EV's proposal response who are or were employees of the State of Nebraska within the past thirty-six (36) months. We confirm that no conflict of interest and no employee relationships exist or have existed within the specified timeframe.	
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: Universal EV declares that it has not had any contracts terminated for default during the past five (5) years. There have been no notices to stop performance delivery due to non-performance or poor performance that were either not litigated or litigated with a determination of default against Universal EV. Universal EV also affirms that there have been no contracts terminated 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.

Response: Universal EV has successfully completed numerous projects similar in size, scope, and complexity to the requirements outlined in this Request for Proposal. Below are detailed descriptions of four relevant projects from the past five years, demonstrating our experience with DC Fast Charging (DCFC) Electric Vehicle Supply Equipment (EVSE) installations:

Project 1: Carter County Schools, KY

Time Period of the Project: 09 months
Scheduled Completion Date: 10/03/2023
Actual Completion Date: 09/29/2023
Number of DCFC EVSE Ports Installed: 24
Nominal Charge Rate per port (kW): 30 kW
Bidder's Responsibilities: As the prime contractor, Universal EV was responsible for the complete installation of the DC fast charging stations, including site assessment, permitting, and final commissioning. The project was managed to ensure compliance with all local regulations and standards, while meeting the needs of the school district. The originally scheduled budget for the project was $464,000, and it was completed within the planned budget and timeline.
Customer Reference: Ronnie Cooley, Director of Maintenance and Transportation
Contact Information:

- Phone: 606-316-3193
- Email: ronnie.cooley@carter.kyschools.us
- Role: Prime Contractor

Project 2: SLPS Community Center, TX

Time Period of the Project: 10 months
Scheduled Completion Date: 07/27/2022
Actual Completion Date: 07/27/2022
Number of DCFC EVSE Ports Installed: 2
Nominal Charge Rate per port (kW): 30 kW
Bidder's Responsibilities: Universal EV served as the prime contractor, responsible for the installation of the DC fast charger, site preparation, and integration with existing electrical infrastructure. This project required coordination with local utility providers to ensure reliable service. The originally scheduled budget for the project was $120,000, and it was completed within the planned budget and timeline.
Customer Reference: Piyush Patel, Owner
Contact Information:

- Phone: 817-966-2682
- Email: piyush.p@slpsdfw.org
- Role: Prime Contractor

Project 3: Sycamore Suites, OH

Time Period of the Project: 11 months
Scheduled Completion Date: 11/30/2024
Actual Completion Date: 11/04/2024
Number of DCFC EVSE Ports Installed: 6
Nominal Charge Rate per port (kW): 180 kW
Bidder's Responsibilities: As the project owner, Universal EV was responsible for installation and maintenance of three 180 kW DC chargers. Duties included site assessment, installation assistance, and ongoing maintenance to ensure reliable performance and user satisfaction. The project involved close coordination with hotel management to facilitate a seamless installation process. The originally scheduled budget for the project was $330,000, and it was completed within the planned budget and timeline.

Share of Contract Costs: 35%
Customer Reference: Suresh Tripathi
Contact Information:

- Phone: 440-734-4477
- Email: tripsbusinesssolutions@gmail.com
- Role: Prime Contractor

The following projects highlight the experience of our subcontractor in executing DC fast charger (DCFC) installations, showcasing their capabilities and responsibilities within similar projects.

Project 1: Casey's Gas Station, MO

Time Period of the Project: 12 months
Scheduled Completion Date: 08/01/2024
Actual Completion Date: 07/17/2024
Number of DCFC EVSE Ports Installed: 4
Nominal Charge Rate per port (kW): 90 kW
Subcontractor's Responsibilities: As a subcontractor for 18 months, Connect Electricals assisted Universal EV in the installation of two DC fast chargers at Casey's Gas Station. This included support with site evaluation, permitting processes, and final installation. The project was executed efficiently, adhering to local codes and ensuring minimal disruption to the gas station's operations. The originally scheduled budget for the project was $156,000, and it was completed within the planned budget and timeline.

Share of Contract Costs:35%
Customer Reference: Riley Dotson
Contact Information:

- Phone: (417) 254-0222
- Email: customdirtwork@icloud.com
- Role: Subcontractor

Project 2: La Quinta Inn & Suites by Wyndham Cleveland Airport West, OH

Time Period of the Project: 11 months
Scheduled Completion Date: 10/15/2024
Actual Completion Date: 09/25/2024
Number of DCFC EVSE Ports Installed: 6
Nominal Charge Rate per port(kW): 90 kW
Subcontractor's Responsibilities: In this project, Connect Electricals provided critical support as a subcontractor for 20 months, assisting Universal EV in the installation and maintenance of three 180 kW DC chargers. Responsibilities included site assessment, installation assistance, and ongoing maintenance to ensure reliable performance and user satisfaction. The project involved close coordination with hotel management to facilitate a seamless installation process. The originally scheduled budget for the project was $330,000, and it was completed within the planned budget and timeline.

Share of Contract Costs: 35%
Customer Reference: Suresh Tripathi
Contact Information:

- Phone: 440-734-4477
- Email: tripsbusinesssolutions@gmail.com
- Role: Subcontractor

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: Universal EV LLC is pleased to outline our comprehensive management approach for the EV charging station project. Our team is comprised of seasoned professionals who bring extensive experience and expertise in project execution, ensuring a successful partnership with the State.

- **Shwet Shah, Engineering Project Manager**
  Role: Overall project supervision and coordination.
  Experience: Shwet has managed over 200 EV charging projects, leveraging his master's degree in engineering management and a bachelor's degree in mechanical engineering.
  Key Responsibilities:
    - Facilitate stakeholder communication and engagement.
    - Address project challenges promptly to ensure timely execution.
    - Oversee resource allocation and adherence to project timelines.
- **Dustin Odom, Operations Manager**
  Role: Comprehensive coordination of operations and maintenance activities.
  Experience: With 15 years of experience across technology and renewable energy sectors, Dustin is adept at managing diverse operational challenges.
  Key Responsibilities:
    - Supervise the installation and maintenance processes to uphold quality standards.
    - Ensure seamless operations throughout the contract period.
- **Jason Grissom, EVITP Certified Master Electrician (Connect Electricals)**
  Role: Electrical design, supervision, and quality inspection.
  Experience: Jason has a robust background in commercial and industrial electrical projects, ensuring compliance with all safety and industry standards.
  Key Responsibilities:
    - Oversee the installation of electrical components to guarantee safety and functionality.
    - Conduct thorough quality checks throughout the installation process.
- **Craig Shewmake, Master Electrician (Connect Electricals)**
  Role: Installation oversight and compliance management.
  Experience: Craig has over 15 years of experience in electrical contracting, specializing in project estimation and execution.
  Key Responsibilities:
    - Ensure the successful completion of electrical installations while adhering to safety regulations.
    - Manage material procurement and oversee site operations effectively.

Project Partners and Suppliers

- **Tritium Pty Ltd. (Hardware Supplier and Maintenance provider)**
  Role: Provider of innovative EVSE hardware compliant with NEVI requirements and carry out EVSE maintenance.
  Background: Tritium, established in 2001, is recognized for its commitment to sustainability and technological advancement in the EV charging sector.
- **Connect Electricals Contractors (Installation Subcontractor)**
  Role: Specialist subcontractor for the installation of EV charging stations.
  Background: Connect Electricals brings valuable experience in renewable energy solutions and electric vehicle technology.

Site Agreements and Responsibilities

- **Site Host/Property Owner**
  Role: Owner of the property designated for the installation of EVSE.
  Agreement: Universal EV will secure a five-year agreement for the installation, operation, and maintenance of fast charging stations, subject to auto-renewal provisions.
- **EVSE Station Operator, Owner & Network Operator**
  Entity: Universal EV will own and operate the charging stations, with site access secured through the site host agreement.

Universal EV LLC is dedicated to delivering a successful project through a well-defined management structure, qualified personnel, and strategic partnerships. We look forward to the opportunity to collaborate with the State in advancing the development of sustainable electric vehicle infrastructure.

Please find resumes enclosed.

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: Subcontractor Name: Connect Electricals

Address: 1640 Highland Falls Drive Ste 302, Leander, TX 78641

Phone Number: (214) 417-0158

Specific Tasks for Subcontractor: Connect Electricals Contractors will be responsible for the installation of Electric Vehicle Supply Equipment (EVSE) at designated sites, conducting site assessments to determine optimal locations for the charging stations. Their tasks include ensuring compliance with local codes and safety regulations while designing the necessary electrical infrastructure for seamless grid connections. Additionally, Connect will provide ongoing maintenance and support for the charging stations, including routine inspections and troubleshooting to ensure reliable operation throughout the project's lifespan.

Percentage of Performance Hours Intended for Subcontract: 70%

Total Percentage of Subcontractor Performance Hours: 70%

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: At Universal EV, we understand the critical importance of establishing a robust electric vehicle (EV) charging infrastructure to meet the rising demand for sustainable transportation. We view this project as an opportunity not just to install charging stations but to create a seamless experience for EV drivers that encourages the adoption of electric vehicles.

To achieve this, we recognize that the first step is to identify the right locations for our charging stations. This involves not only adhering to regulatory and safety standards but also ensuring that these stations are conveniently accessible to all drivers. In our own words, accessibility is essential; our focus will be on placing stations where they are most needed, whether for daily commutes or long journeys.

Site preparation is crucial for successful EV charger installation. Our process begins with a thorough site assessment to evaluate accessibility and existing electrical infrastructure. We then prepare the site by grading the land and establishing safe access routes for construction. During installation, we adhere to strict Standard Operating Procedures (SOPs) to ensure high quality and safety. Utilizing only new, UL-certified equipment, we connect the chargers to the electrical grid and integrate necessary networking components. Each installation includes detailed inspections and quality checks to ensure functionality and reliability. We prioritize safety and maintain high standards throughout every project phase, ensuring all processes meet regulatory requirements and best practices, including compliance with title 23 CFR 680 (NEVI program).

As we transition to network connectivity and integration, our goal is to ensure that all charging stations are seamlessly connected to a centralized management system. This proactive approach allows us to monitor and address any potential issues in real time, ensuring that the stations operate efficiently and reliably.

User experience is also a top priority for us. To enhance this experience, we plan to install user-friendly interfaces and clear signage at each charging station, guiding EV drivers through the charging process with ease. Safety checks will be rigorously performed to guarantee smooth operation, fostering confidence among users.

Additionally, we understand the importance of training and support. Our comprehensive training programs will equip on-site maintenance crews and administrative staff with the necessary skills to assist users effectively and manage operations efficiently. This commitment to ongoing education will enhance service quality and foster a positive experience for all.

As the project nears completion, our marketing efforts will take center stage to create awareness among EV drivers about the availability of our new charging stations. Through targeted campaigns and promotional offers, we aim to encourage community engagement and promote the use of electric vehicles.

Finally, our responsibility extends beyond installation. Our ongoing maintenance and monitoring strategy ensures that we continue to deliver high-quality service long after the stations are operational. With a dedicated response team in place, we will be ready to tackle any issues that may arise, guaranteeing the reliability and performance of our charging stations.

Overall, Universal EV's understanding of the project requirements is rooted in our holistic approach that emphasizes quality, user experience, and community engagement. We are excited to work collaboratively with stakeholders to deliver an EV charging infrastructure that not only meets the current needs of the market but also contributes to a sustainable future for all.

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: At Universal EV, our approach to project planning and management is grounded in a commitment to excellence, collaboration, and adaptability. We follow a structured methodology to ensure that our EV charging station projects are executed efficiently, on schedule, and within budget. Below is a detailed description of our approach:

We begin with project initiation and planning, engaging stakeholders—including site owners, utility companies, and community members—to understand their needs and expectations. This collaborative process enables us to identify project objectives and requirements clearly. Following this, we conduct a thorough feasibility study to evaluate potential sites and assess environmental impacts, ensuring compliance with local laws and regulations.

In the detailed project design phase, our engineering team develops comprehensive design plans that prioritize safety, accessibility (ADA compliance), and environmental factors. We utilize advanced design tools to create optimized layouts that enhance user experience. Additionally, we work closely with utility companies to assess grid capacity and determine necessary upgrades, streamlining the interconnection process.

During the resource allocation stage, we assemble a dedicated project team, including project managers, engineers, and certified technicians, with clearly defined roles and responsibilities to foster accountability. Our partnerships with Tritium and Connect Electricals ensure that all parties are aligned with project goals and timelines for hardware provision and installation.

The execution and monitoring phase begins with a project kick-off meeting to align stakeholders on objectives, timelines, and deliverables. Throughout the project, we utilize our Charge Management System (UEVCMS) for real-time tracking of progress, resource utilization, and budget adherence. This proactive approach allows us to identify potential issues early and take corrective actions swiftly.

Quality assurance and control are critical to our success. We implement a rigorous quality assurance program that includes regular inspections and testing of installations to ensure compliance with industry standards and client specifications. Establishing feedback mechanisms with stakeholders helps us continuously improve processes and promptly address any concerns.

Effective communication and reporting are fundamental to our project management approach. We provide regular updates to stakeholders to ensure transparency and foster trust. Bi-weekly meetings are held to discuss progress and any adjustments to the project plan. Additionally, all project activities are meticulously documented, creating a comprehensive project history.

Upon project completion, we conduct a final review to evaluate overall performance against initial objectives and requirements. We also provide ongoing support and maintenance to ensure that the EV charging stations operate effectively and meet customer expectations.

By adhering to this structured approach, Universal EV ensures that every project is executed efficiently, sustainably, and to the highest standards of quality, ultimately contributing to the successful deployment of EV charging infrastructure across North America.

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: Our approach to design and permitting at Universal EV is characterized by thoroughness, collaboration, and a commitment to sustainability. Partnering with Connect Electricals, we meticulously plan and execute every aspect of our EV charging station projects.

During the design phase, a team of experienced engineers and designers creates detailed plans for the installation of DC fast chargers. This process begins with site designs, engineering drawings, and one-line diagrams, all carefully crafted to optimize vehicle flow and enhance user convenience. We place a strong emphasis on minimizing environmental impact, designing installations to reduce the need for vegetation removal and preserve the natural landscape.

To further enhance user experience, our design incorporates a comprehensive signage plan that guide EV drivers easily to charging stations. We prioritize compliance with safety regulations, building codes, and NEVI standards throughout the design process. Accessibility is fundamental; we ensure that all chargers and parking spaces meet ADA compliance, aligning with the recommendations from the U.S. Access Board for Accessible Electric Vehicle Charging Stations.

Simultaneously, close collaboration with utility companies allows us to assess existing power capacity at each site. This partnership is crucial for ensuring that the infrastructure can accommodate the additional electrical load from our installations. Our team diligently identifies any necessary upgrades and streamlines the interconnection process, ensuring that all utility guidelines are met.

As we transition into the permitting phase, Universal EV diligently obtains all required permits and approvals from local authorities, ensuring compliance with relevant regulations and standards. We will also comply with the utility company's guidelines and requirements for grid interconnection to streamline the process and expedite approvals. This methodical and inclusive approach to design and permitting allows Universal EV to effectively deploy EV charging infrastructure while prioritizing safety, accessibility, and environmental sustainability. Through careful planning and coordination with stakeholders, we ensure the successful realization of our projects

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: Universal EV adopts a meticulous and structured approach to site preparation and construction, ensuring the efficient deployment of EV charging infrastructure. The process begins with a comprehensive site assessment, evaluating the location based on state requirements, proximity to alternative fuel corridors, existing infrastructure, power availability, and future upgradability. This thorough evaluation ensures the selected site meets both current and long-term needs.

Once the site is confirmed, our dedicated permitting team engages with local authorities and stakeholders to obtain all necessary permits and approvals. Close collaboration with utility companies allows us to assess existing electrical capacity and secure any needed upgrades to support the charging stations' power requirements.

During the construction phase, we emphasize precision and safety. The site preparation involves excavation and leveling, followed by the installation of robust foundations for the chargers. We prioritize minimizing environmental impact and adhering to safety regulations throughout the construction process. The electrical infrastructure, including transformers, switchgear, and distribution panels, is installed to seamlessly integrate the charging stations with the power grid.

Finally, the chargers are securely placed on the foundations and connected to the electrical network, with all connections rigorously tested for proper grounding and compliance with industry standards. Our experienced EVITP-certified electricians ensure that the entire installation process meets the highest quality standards. This comprehensive approach guarantees reliable, efficient, and future-ready EV charging stations.

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: Universal EV is deeply committed to cybersecurity and data protection for EV charging stations, recognizing the importance of safeguarding user information, transaction data, and maintaining the integrity of our charging network. We have implemented a robust cybersecurity framework to ensure the highest level of security for both our charging infrastructure and user data. Here's an overview of our cybersecurity approach:

- PCI Compliance: Universal EV strictly adheres to the Payment Card Industry Data Security Standard (PCI DSS) requirements. We ensure that all payment transactions made through our charging stations are processed securely and that sensitive payment card information is always protected.
- Secured Servers from Microsoft Azure: Our charging network and data infrastructure are hosted on Microsoft Azure, a leading cloud services platform known for its advanced security features. Azure provides robust encryption, identity management, and multi-factor authentication to safeguard our servers and data from unauthorized access.
- End-to-End Encryption: We implement end-to-end encryption to protect data transmitted between charging stations, our servers, and connected applications. This encryption ensures that sensitive information remains confidential and cannot be intercepted by malicious actors.
- Secure API Integration: Universal EV employs secure Application Programming Interfaces (APIs) for seamless integration with external services and applications. These APIs are designed with strict authentication and access controls to prevent unauthorized access to sensitive data.
- Regular Security Audits and Vulnerability Assessments: To proactively identify potential security risks, Universal EV conducts regular security audits and vulnerability assessments of our charging infrastructure and systems. Any identified vulnerabilities are promptly addressed and remediated.
- User Authentication and Authorization: Access to our charging network and associated services is protected by strong authentication and authorization protocols. Only authorized personnel have access to critical systems and data, ensuring that user accounts and information remain secure.
- Continuous Monitoring and Incident Response: Universal EV continuously monitors our charging network and servers for any suspicious activity or anomalies. In the event of a security incident, we have a robust incident response plan in place to swiftly address and mitigate the impact.
- Employee Training and Awareness: Our employees undergo regular cybersecurity training to stay updated on the latest threats and best practices. This ensures that our team is well-equipped to identify and respond to potential security risks effectively.
- Compliance with Data Protection Regulations: Universal EV complies with all relevant data protection regulations, including GDPR and CCPA, to ensure that user privacy rights are respected and protected.

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: Universal EV has developed a comprehensive project schedule to ensure that each EVSE site is installed and ready for public use within the proposed timeline. Our project timeline includes key milestones such as site selection, design finalization, permitting, equipment procurement, installation, testing, and public launch, with an overall completion time of approximately 17 months.

To mitigate potential supply chain delays, Universal EV maintains a diverse and reliable supplier network, including key partnerships with manufacturers like Tritium. This ensures flexibility if any disruptions occur. We also maintain regular communication with manufacturers to stay informed about production schedules and possible delays. Written letters of commitment from our manufacturers, including Tritium, further secure their support in meeting our project timelines.

In addition to managing supply chain risks, Universal EV works closely with local authorities to secure necessary permits early in the process and coordinates with utility companies to ensure power availability and handle any required upgrades. This proactive approach allows us to address potential delays efficiently and ensure that our charging stations are operational and ready for public use as scheduled.

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: Universal EV's commitment to safety is integral to our operations and maintenance phase, ensuring the well-being of both EVSE users and maintenance personnel. We have implemented a comprehensive safety framework that encompasses multiple layers of protection and emergency response protocols.

To begin with, maintenance staff wear reflective vests to enhance visibility on-site. This simple measure significantly reduces the risk of accidents, especially in high-traffic areas where they conduct routine maintenance or respond to issues. The visible attire helps ensure that they are easily identifiable, allowing both users and other personnel to navigate the area safely.

In the event of an emergency, our charging stations are equipped with emergency shutdown buttons that allow for immediate deactivation of the charging station in case of any potential hazards or accidents. This feature not only empowers our maintenance staff to respond swiftly to emergencies but also provides reassurance to EV drivers, knowing they can take immediate action if needed.

Furthermore, effective communication during emergencies is a priority. Each charging station prominently displays our 24/7 helpline number, 1(866)-350-2738, enabling EV drivers to contact Universal EV for assistance at any time. This accessibility ensures that users can quickly seek help if they encounter issues during their charging sessions. In cases where a charging station becomes disconnected from the network, our dedicated team is ready to assist by providing a unique code to help users resume charging without undue delay.

Our commitment to rapid issue resolution is another critical aspect of our safety approach. Understanding the importance of addressing concerns promptly, our support team aims to respond to customer-reported issues within 24 hours. For site-related problems reported by site owners, skilled technicians are tasked with resolving these issues within 24-48 hours. This proactive approach ensures that any interruptions to service are managed swiftly, maintaining a safe and reliable environment for all users.

Through the integration of these safety measures, effective communication, and rapid response capabilities, Universal EV creates a secure and user-friendly atmosphere at our charging stations. Our dedication to safety is further reinforced by ongoing training and awareness programs for our staff, equipping them with the knowledge and skills needed to effectively manage potential hazards. By fostering a culture of safety, we aim to ensure that every aspect of the EV charging experience is not only efficient but also secure for all involved.

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: To ensure that our Electric Vehicle Supply Equipment (EVSE) and payment systems are operational during the five-year operations and maintenance period and achieve a minimum uptime of 97% for each charging port, Universal EV has developed a comprehensive approach that includes real-time monitoring, customer service systems, scheduled maintenance, and effective response capabilities for equipment failures.

Real-Time Monitoring
We carry out continuous real-time monitoring of our charging stations. This system allows us to proactively identify and address issues before they escalate, minimizing downtime. Additionally, data collected from charging sessions will be analyzed to enhance operational efficiency and identify areas for improvement.

Customer Service System
Universal EV provides 24/7 customer service, ensuring that EV drivers can easily access support whenever needed. Contact numbers are prominently displayed on all charging stations for user convenience. This accessibility allows us to address customer inquiries and technical issues promptly, enhancing the user experience.

Scheduled Maintenance
Our maintenance plan includes routine preventative maintenance conducted in collaboration with Tritium. We have established Service Level Agreements (SLAs) that define the responsibilities and timelines for maintenance activities and issue resolution. Regular maintenance tasks, such as air filter changes, will be scheduled annually, with more frequent replacements if charging utilization exceeds 20%.

Response to Equipment Failures
In the event of equipment failures, our SLAs ensure that customer-reported issues are addressed within 24 hours and site owner-reported issues within 24-48 hours by our qualified technicians. Additionally, if a charging station gets disconnected from the network, we have implemented code-based technology that allows EV drivers to initiate charging sessions locally, ensuring continued service availability.

Through these strategies, Universal EV is committed to maintaining high operational standards for our EVSE and payment systems, ensuring they remain fully functional and consistently achieving the desired uptime of 97% or greater during the five-year operations and maintenance period.

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: Universal EV ensures routine site maintenance (snow removal, mowing, trash collection) through a proactive, scheduled approach. Seasonal tasks are planned in advance, with automated alerts via the Charge Management System (UEVCMS). Local contractors are engaged for timely service, and regular inspections ensure maintenance is performed. Real-time reporting tracks task completion, while emergency protocols handle unexpected needs. Customer feedback through the CMS allows quick issue resolution, ensuring clean and accessible sites year-round.

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: Universal EV will take a systematic approach to mandatory data collection and reporting during the five-year operations and maintenance period, fully compliant with NEVI Standards and Requirements (23 CFR 680.112). The company will leverage its Universal EV Charge Management System (UEVCMS) to automate real-time data collection on charging sessions, utilization, uptime ratios, transactional summaries, and user authentication.

Quarterly and annual reports will be generated automatically through the UEVCMS, providing comprehensive insights into station performance and usage patterns. These reports will include financial metrics, utilization rates, and uptime data to help NDOT and other stakeholders monitor station reliability and efficiency. The system's automation ensures consistent and accurate reporting, allowing NDOT to receive timely updates without manual intervention. In addition, stakeholders such as site owners, operators, and utility partners will have direct access to the system, allowing them to monitor station performance and generate reports as needed for transparency and decision-making.

The collected data will be analyzed to optimize operational efficiency, identify usage trends, and support the future expansion of EV infrastructure, while adhering to all NEVI and contract-specific requirements.

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: Tritium guarantees its Products will be free from manufacturing defects during the Warranty Period. Unless explicitly specified within a relevant executed supply agreement or purchase order with Tritium, Tritium's standard Warranty will automatically apply to the provision of the Products as described below for orders accepted after the date of this Warranty Statement.

Under Tritium's standard Remote Services & Parts Warranty, defects identified and accepted during the warranty period are covered through remote diagnosis and the replacement of defective products or components—either new or reconditioned, at Tritium's discretion. Tritium bears the cost of non-expedited freight for shipping replacement parts and for returning defective components, which become Tritium's property upon replacement. Universal EV shall be responsible for all labor costs associated with installation or repair of defective or replacement components by charging at an additional cost, as well as for the proper storage of defective parts until Tritium advises on their return. More details are available in Tritium's warranty literature: https://tritiumcharging.com/warranty

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	Tritium Pty. Ltd.	
TRM.1.2	Contact Name	Flavio Puppi	
TRM.1.3	EVSE Supplier Phone Number	(310) 408-8473	
TRM.1.4	EVSE Supplier Email Address	fpuppi@tritiumcharging.com	
TRM.1.5	EVSE Model	Tritium PKM150	
TRM.1.6	Link to EVSE Specifications (provide full address, not hyperlinked text)	https://tritiumcharging.com/wp-content/uploads/2025/08/PKM150-Data-Sheet-TRI155.DTA_.1802v10-040925.pdf	
TRM.1.7	Number of Chargers Proposed	4	
TRM.1.8	Power rating (kW) of each charger	150	
TRM.1.9	Number of Ports for Each Charger	2 (with simultaneous charging turned off)	
TRM.1.10	Number & Type of Connectors Proposed for Each Charger	Each charger will be equipped with 1 CCS and 1 NACS connector	
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.		**N**
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.		**N**
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.		**Y**

Response: At Universal EV, data security is of utmost importance. We ensure that all pay equipment integrated with our EVSE complies with the latest Payment Card Industry Data Security Standard (PCI DSS). Our software is powered by Microsoft Azure Services, providing a secure and reliable environment for data storage. To safeguard sensitive payment information, we partner with renowned PCI-compliant payment gateways, ensuring that all transactions made through our charging stations are processed securely. All data flowing from our servers to external services is end-to-end encrypted, which guarantees data privacy and prevents unauthorized access. Additionally, Universal EV accepts all major credit and debit cards to enhance convenience for customers. Our integrated software with Authorize.net ensures secure and seamless payment processing while maintaining strict compliance with PCI standards for gateway payments. We are committed to ensuring that all pay equipment is operational at start-up, protecting sensitive and confidential data both in transit and at rest.		
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**
Response: Tritium EVSE offers 5 years on all chargers and equipment from the time of notice of acceptance, ensuring long-term reliability and support.		
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**
Response: Please find attached the specifications and installation guide for all chargers and equipment. This documentation includes essential information regarding the necessary infrastructure, such as the placement of bollards and curb stops.		
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: Yes, we have implemented emergency shutdown procedures for our DC fast charging stations. Each station is equipped with emergency shutdown buttons that enable immediate deactivation in case of any potential hazards or accidents. This feature ensures a quick response, prioritizing the safety of both the charging equipment and EV drivers. Our system is designed to comply with relevant safety standards, providing peace of mind during operation.		
TRM.1.17	EVSE shall have over-current protection rated for application.	**Y**
Response: Our Electric Vehicle Supply Equipment (EVSE) incorporates over-current protection systems rated specifically for their intended applications. This feature utilizes circuit breakers and fuses that automatically disconnect the power supply in the event of an over-current condition, effectively safeguarding the charging equipment from potential damage. Our design adheres to all relevant safety standards and local electrical codes, ensuring operational reliability and longevity of the EVSE while prioritizing user safety.		
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: Our EVSE includes CCID or GFCI protection to automatically shut off power in the event of a ground fault, ensuring safety. It complies with UL 2231-1 and UL 2231-2 safety standards for electric shock prevention.		
Networking		**Y or N**
TRM.1.19	EVSE shall be network-ready to allow for management of charging operations.	**Y**
Response: Universal EV's EVSE will be network-ready, enabling real-time monitoring, load balancing, and remote management of charging operations via our Charge Management System (UEVCMS) Software.		
TRM.1.20	EVSE hardware shall be operable by a different network service provider without modification necessary from the original vendor.	**Y**

Response: Our Electric Vehicle Supply Equipment (EVSE) hardware is designed to be compatible with multiple network service providers, allowing for seamless operation without requiring modifications from the original vendor. This flexibility ensures that our charging stations can be integrated into various networks, providing site hosts and users with greater options and enhanced service continuity. By adhering to industry standards, we guarantee that our equipment remains interoperable and reliable, regardless of the network provider chosen.		
TRM.1.21	EVSE shall be capable of connecting to a network via a secure hardwired, wireless, or cellular network.	**Y**
Response: Our Electric Vehicle Supply Equipment (EVSE) is equipped to connect securely to a network through hardwired, wireless, or cellular networks. To ensure reliability and connectivity, each charging station utilizes Teltonika Networks routers, which are certified by major cellular operators such as AT&T, T-Mobile, and Verizon. These routers provide strong and consistent cellular signals, enhancing the overall connectivity of our EVSE. Additionally, the routers are designed with failover settings that enable them to seamlessly switch to alternate towers during any data disturbances caused by tower maintenance or other issues. This feature contributes to an impressive uptime of over 99%, ensuring that our EV charging stations always remain connected and operational.		
TRM.1.22	EVSE shall be accessible by NDOT upon request for inspection, testing, etc.	**Y**
Response: The Electric Vehicle Supply Equipment (EVSE) will be readily accessible to the Nevada Department of Transportation (NDOT) for inspection and testing as needed. We have established a collaborative agreement with the site host, ensuring that all necessary measures are in place to facilitate these evaluations. This partnership underscores our commitment to transparency and compliance with regulatory requirements, making the inspection process seamless and efficient.		
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 Tritium PKM150 DC fast charger is designed to securely communicate with electric utilities, energy providers, and local energy management systems, supporting compliance with federal interoperability and cybersecurity requirements. The unit enables real-time data exchange and control through Ethernet and 4G/LTE connectivity and operates using industry-standard communication protocols, including OCPP 1.6J (with readiness for OCPP 2.0.1) for network management and ISO 15118-2 / DIN 70121 for secure vehicle-to-charger communication. Certified to ISO 27001 and compliant with the EU Cyber Resilience Act, the PKM150 provides robust protection for network integrity and user data. These features collectively ensure that the charger can securely interface with grid operators and energy management systems for demand response, load balancing, and long-term operational reliability.		
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**
Response: We have coordinated with the local utility provider and received confirmation regarding the expected power demand alignment with the capacity of the designed electrical system. Their response indicates that our power management strategies have been effectively implemented to maintain a minimum threshold of 150 kW. This collaboration ensures that power loads are reasonable and sustainable, thereby supporting the optimal performance and reliability of the charging stations.		
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**
Response: Our network communications and control systems enable comprehensive monitoring of energy usage (kWh) and energy demand (kW) for our Electric Vehicle Supply Equipment (EVSE). Each charging station features advanced sensors that provide real-time data on energy consumption, which is transmitted to a centralized control system for analysis. This data allows us to identify trends, optimize operations, and manage energy resources effectively. Our load-balancing capabilities dynamically distribute power among stations based on demand, preventing overloads and ensuring efficient energy usage. Additionally, we generate detailed reports on energy metrics for transparency and regulatory compliance, supporting our commitment to sustainability and operational efficiency.		
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**

Response: Our communications will comply with the latest Open Charge Point Interface (OCPP) protocols, specifically OCPP 2.0, as well as OCPI and ISO 15118 standards for charger-to-EV communication. This ensures seamless integration and interoperability with various charging networks and electric vehicles, meeting the requirements set forth by the Open Charge Point Alliance.		
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**
Response: Universal EV ensures PCI compliance with our network infrastructure to securely execute financial transactions with EV drivers. We utilize Microsoft Azure Services for secure data storage and partner with PCI-compliant payment gateways to protect sensitive payment information, strictly adhering to PCI DSS standards.		
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**
Response: Our infrastructure includes a point-of-sale system and support network that utilizes an open protocol. This design allows subscribers from other EV charging system networks to access our EVSE seamlessly, promoting interoperability and enhancing user convenience across various charging platforms.		
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**
Response: Our charging stations feature an 10" LCD Screen with customizable HMI. These displays are designed to be user-friendly and easy to operate, ensuring a seamless experience for EV drivers. They are daylight and night viewable, UV-protected, and equipped with human-machine interface capability to enhance usability.		
TRM.1.30	Display must show cost ($), time limitations, power, charging, charging complete, remote control, system status, faults, and service.	**Y**
Response: The charging stations feature LCD touch screen that is user-friendly and displays essential information, including cost ($), time limitations, power status, charging progress, completion alerts, remote control, system status, faults, and service notifications.		
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**
Response: We acknowledge that any graphics, including branding, logos, and art, displayed on or near the charging stations within the public right-of-way must adhere to the rules and regulations set forth by NDOT. We appreciate NDOT's commitment to maintaining visual standards and understand that NDOT reserves the right to place a reasonably sized visual identifier on equipment that received NEVI funding. We are fully prepared to coordinate with NDOT's Communications Office for any additional branding requests, ensuring compliance and collaboration.		
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: Yes, the EVSE will include advanced security design features to remain tamper-resistant and vandalism-resistant. These features will include tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coatings. While the primary focus is on protecting the touch screen, the overall design will safeguard vital components like card readers, minimizing the risk of damage and reducing delays in part replacements. This ensures the continued functionality and reliability of the equipment, even in challenging environments.		
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: Tritium EVSE is capable of efficiently working within the ambient temperature range of 35°C to +50°C (-31°F to +122°F) and 5-95% Relative Humidity (RH) non-condensing.		
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 EVSE that will be installed under this project will be designed to withstand extreme weather conditions, including temperature extremes, minor flooding, heavy rain, high winds, ice, and snow. This robust design will ensure protection against malfunctions due to condensation, guaranteeing reliable performance in diverse environmental conditions.		
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: We will ensure that all cabinets and above-ground structures are designed and constructed to meet the 2018 Edition of the International Building Code, as referenced by the state building code. Our team is experienced in adhering to these standards, ensuring compliance, safety, and durability in all structural elements of the project.		
TRM.1.36	EVSE and any external accessories (if applicable) shall have outdoor-rated enclosure – NEMA 3R or greater.	**Y**
Response: Yes, our EVSE and any external accessories are equipped with IP54 (NEMA 3R) outdoor-rated enclosures that meet the required standards. This rating offers enhanced protection, along with features that ensure reliable operation in challenging environments.		
TRM.1.37	EVSE shall have the ability to measure demand and energy delivered at an accuracy per national standards.	**Y**
Response: Yes, our EVSE will have the capability to accurately measure demand and energy delivered, ensuring compliance with national standards. This precise measurement capability guarantees that the data on energy consumption is reliable and meets all regulatory requirements, supporting transparent and accurate billing for EV drivers.		

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	14355 NE-31,	
	2. City	Gretna	
	3. County	Sarpy	
	4. Zip Code	68028	
	5. Exit Number of nearest exit from I-80	Exit 432	
Property Owner			
CSR.1.2	Name of the entity who is the recorded owner of the property where EVSE will be located.	NR Enterprises Inc.	
Site Host			
CSR.1.3	List the following Site Host information:		
	1. Site Host (Entity) Name	NR Enterprises Inc.	
	2. Site Host Contact Name	Paresh Bengali	
	3. Site Host Telephone Number	(402) 403-7908	
	4. Site Host Email Address	gretnasuper8@gmail.com	
CSR.1.4	Is the Bidder the Property Owner?		**N**
CSR.1.5	Is the Bidder the Site Host?		**N**
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.		**Y**

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: No, this is not an existing DC fast charging station requiring upgrades. This is a new EVSE station being proposed to meet the minimum NEVI requirements from the outset.		
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: Vehicular access to the site will feature clear signage, wide driveways for smooth traffic flow, and ADA-compliant spaces for accessibility. The layout ensures easy navigation for all EV types, with charging stations conveniently located near amenities and well-lit for safe access day and night.		
2.	Describe the surrounding road access to the site including traffic patterns.	
Response: The proposed EV charging site at 14355 NE-31, Gretna, NE 68028 offers convenient access via several local roadways, particularly through S 216th St, which connects directly to the nearby I-80, exit 432, ensuring efficient vehicle flow and minimal congestion. The site is directly accessible from a primary arterial road with clear directional signage and adequate lane width to accommodate passenger vehicles and light-duty trucks. Adjacent intersections provide smooth ingress and egress, reducing potential queuing or traffic conflicts. Traffic patterns in the vicinity are steady throughout the day, with peak volumes typically occurring during commuting hours; however, the site design allows for uninterrupted entry and exit during these periods. The placement of chargers within the property ensures that vehicles can park, charge, and re-enter the roadway safely without disrupting through traffic or pedestrian circulation.		
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, our EVSE equipment and supporting infrastructure are designed to be resilient against various environmental and physical threats. The equipment is housed in weatherproof, IP65-rated enclosures to protect against harsh weather conditions. It includes surge protection to guard against transient voltage spikes. To minimize the risk from traffic incidents, stations are strategically located and protected by barriers or bollards. Additionally, we implement vandal-resistant features, such as tamper-proof designs and security cameras. These measures ensure the equipment remains operational and durable, even under adverse conditions.	
4.	Describe EVSE access during times of emergency such as evacuation during natural disasters.
Response: The proposed location will be easily accessible during times of natural disasters considering its close proximity to a nearby I-80. Also since the proposed site is a hotel, the EV driver can seek immediate shelter at the hotel premises and have easy access to food and restrooms in times of emergencies. Each station will feature an emergency stop function, allowing users to deactivate charging instantly, if necessary, thereby enhancing safety and facilitating prompt responses to potential hazards. Moreover, all our charging equipment is hardened against damage or loss of service due to weather, emergency disasters, or other environmental factors. Only after the chargers are tested in warehouse, we install the chargers on site and perform trial charging periods with live wired connections, monitor charger interaction with environmental conditions like heat, rain, and exposure to fire. Once the installation is complete, local emergency responders will be provided with training plans and will be given training sessions by master electrician for electrical safety, emergency shutdown and firefighting methods.	
CSR.1.11	How many total Direct Current (DC) fast charging stalls with dedicated DC fast charging ports will be available for charging.
Response: 4 dual port chargers with simultaneous charging turned off and dispensing 150kW across all 4 ports.	
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: The proposed utility connection will have a total power capacity of 600 kW, ensuring each of the four ports can continuously provide 150 kW which is the NEVI requirement. This setup guarantees compliance with NEVI standards for fast charging across all ports.	

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?	**N**
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) _____	
CSR.2.7	Availability of dedicated support staff person for EV charging at the site?	**Y**
	Available 24/7?	**N**
	Available less than 24/7 (provide hours) 8 hours	**Y**

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) _____	
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) _____	
CSR.2.11	Availability of a sit-down restaurant at the site?	**N**
	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?	**Y**
	Available 24/7?	**N**
	Available less than 24/7 (provide hours) __16 hours_____	**Y**
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?	**N**
	Available less than 24/7 (provide hours) __14 hours_____	**Y**
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?	**Y**
CSR.2.15	Access to public restrooms at the site?	**Y**
	Available 24/7?	**Y**
	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?	**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: At the charging site, several amenities are available to enhance customer experience. Onsite, a vending machine operates 24/7, providing convenient access to snacks and drinks for travelers at any time. Additionally, within 0.25 miles of the site, there are several dining options including McDonald's and Cinnabon Bakery, both open for 16 hours a day, and the Pump & Pantry convenience store, which operates round the clock. Although there is no onsite restaurant, visitors can easily walk to McDonald's and Cinnabon for a sit-down meal. For those interested in shopping, a range of retail outlets such as H&M, Skechers Factory Outlet, Polo Ralph Lauren Factory Store, and Adidas Outlet Store are located within 0.2 miles, offering access to shopping for 14 hours daily. For recreation, the site features an onsite golf course, providing an opportunity for visitors to relax and engage in outdoor activities. This combination of food options, retail access, and recreational activities ensures that visitors to the charging site have a comfortable and enjoyable experience during their stop.

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: We have signed a formal agreement between Universal EV and the Site Host, ensuring coordination for the development and operation of the EV charging infrastructure. This agreement covers site access and compliance with necessary permits and approvals, facilitating the seamless installation, operation, and maintenance of the charging stations. Our utility coordination team has already initiated discussions with the utility company to confirm power availability at the site. The utility has confirmed that it will provide service, and a preliminary quote has been provided. We have shared all site details, including the estimated number of chargers, the total power capacity (at least 150kW per port), voltage requirements, and load capacity. There is an existing transformer at the site, which has been analyzed and determined to meet the power requirements. Universal EV will work closely with the utility to identify any upgrades needed to accommodate the additional electrical load from the 600kW charging stations. This will involve discussions on load calculations, voltage compatibility, and any necessary infrastructure adjustments. Our technical team will coordinate the grid connection and testing to ensure that the charging stations are properly integrated into the electrical grid and that all safety and performance standards are met. All necessary permits, including electrical and structural permits, will be obtained by our dedicated permit team to ensure full compliance with local regulations and standards.	
CSR.3.2	Describe the communications networking capabilities at the site.
Response: The communications networking capabilities at the proposed EV charging site will ensure seamless operations and user engagement. The infrastructure will enable real time monitoring of charging sessions for immediate access to energy usage and operational data, enhancing reliability. Secure data transmission will protect user information through encryption and authentication protocols, fostering trust among users. Additionally, mobile app integration will allow drivers to locate charging stations, monitor their status, and process payments conveniently, improving the overall charging experience. The network will be scalable, accommodating future expansions as demand grows, effectively positioning the site to support the expanding electric vehicle market. Overall, this comprehensive network will enhance functionality and user experience, providing a reliable solution for electric vehicle drivers.	
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: The site is well positioned for the installation of Electric Vehicle Supply Equipment (EVSE) and will undergo several enhancements to ensure optimal functionality. We will start by grading and paving the area to provide a smooth and durable surface suitable for the charging stations. New lighting will be installed to improve visibility and safety, and clear signage will be placed to guide users to the charging stations effectively. The parking layout will be redesigned to create dedicated spaces for EV charging, with modifications to ensure ADA-compliant access and ease of use. Additionally, we will undertake landscaping to blend the charging stations seamlessly into the site's surroundings, enhancing both the aesthetic appeal and functionality of the space. These steps will ensure that the site is fully prepared to support the EVSE installation, fostering a positive user experience and encouraging the adoption of electric vehicles.	
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: The entire project implementation will be done with all the necessary State and City permits. Once the site is awarded, we will start the permitting procedure and anticipate around 2 months to obtain the approval. We will also engage with local authorities and stakeholders to secure necessary approvals for the selected sites. Permits required for the completion of the project would include both electrical and structural permits.	
CSR.3.5	Identify potential risks, issues, challenges, and needs related to the candidate site and plans for mitigating these risks.

Response: Identifying potential risks, issues, challenges, and needs related to a candidate site is an essential step in the planning and development process for any project. We have already conducted a detailed assessment of the site before selecting the site for the project. This includes environmental risks, regulatory compliance, zoning, land use, site accessibility & infrastructure, financial risks, site safety & security, technological requirements, and sustainability. The site surpasses most of the above risks. We have also developed a comprehensive mitigation plan to address any risks that might follow in the further stages of implementation. We will follow regular monitoring and adaptation of the plan as the project progresses will also be essential for successful development.		
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: There are no barriers such as medians preventing turning movements from the site access points to the roadway. This design ensures smooth traffic flow and easy access for vehicles entering and exiting the site, supporting efficient installation operations.		
CSR.3.7	Is there a signalized intersection at the site access point?	**Y**
Response: There is a signalized intersection at the site access point, which will facilitate safe and efficient traffic flow for vehicles entering and exiting the site.		
CSR.3.8	Will the EVSE be clearly marked at the site? Describe how they will be identifiable.	**Y**
Response: Yes, the EVSE will be clearly marked at the site. Each charging station will feature prominent signage with recognizable symbols and illuminated displays for easy visibility, ensuring that users can identify and access the charging locations effortlessly.		
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: The project will incorporate "make ready" investments to facilitate future upgrades and expansions of charging ports and stalls. The infrastructure will be designed to accommodate additional charging stations by including sufficient electrical capacity and conduit pathways. This proactive approach ensures that when demand increases, the installation of additional chargers can occur with minimal disruption. Additionally, the site will prioritize scalable solutions, allowing for future expansion without the need for extensive reconstruction. This includes ensuring that space is allocated for additional stalls and that the electrical infrastructure can support higher power demands. By implementing these strategies, we will enhance the site's capacity to meet growing EV charging needs 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: Our current site survey confirms the availability of space to support future-proofing. The layout includes ample room for potential expansion, allowing for dedicated parking and charging areas for medium- and/or heavy-duty vehicles if required in the future.		
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: We will utilize renewable energy credits (RECs) from solar power sources to support the EV charging process at the site. These credits ensure that clean, renewable energy contributes to the electricity used, promoting sustainability and reducing the carbon footprint of our charging operations. This approach aligns with our commitment to a greener, more eco-friendly charging network.		
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: Universal EV is leveraging cutting-edge technologies and innovative approaches to enhance performance and adaptability for this project. We utilize industrial-grade equipment designed to endure diverse environmental conditions, and our infrastructure is scalable to accommodate future advancements and increased EV adoption. Additionally, we are exploring Vehicle-to-Grid (V2G) technology to improve grid flexibility, support renewable energy integration, and provide economic benefits. Regular maintenance and inspections further ensure optimal functionality and minimize downtime.	
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: Our project plan actively supports the inclusion of small, women-owned, minority-owned, veteran-owned, and other diverse businesses. We recognize the job creation potential, especially in disadvantaged communities, through the installation and maintenance of EV chargers. By training and employing individuals from these communities, we aim to foster economic growth and promote workforce development in the green technology sector. We plan to involve local businesses that qualify under these categories at various stages of the project, including planning, design, construction, inspection, and operations & maintenance.	
CSR.4.4	Describe the plan for use of local businesses and/or workforce in Planning, Design, Construction and Inspection, and Operations & Maintenance.
Response: We will engage local businesses and workforce throughout the project, focusing on training local contractors and journeymen in EVSE installation through specialized courses and manuals. This initiative will extend into the construction phase, where local skilled labor will be prioritized for installation tasks. For ongoing maintenance, we will collaborate with Connect Electrical to employ local workers, fostering community involvement and sustainable job creation. By empowering the local workforce, we aim to enhance skills and contribute to the long-term benefits of the community.	
CSR.4.5	Describe the plan for the site to serve users with disabilities including access to amenities at the site.
Response: The site will be designed to meet ADA standards, ensuring accessibility for users with disabilities. This includes dedicated accessible parking spaces near charging stations, user-friendly interfaces at the chargers, and clear signage. Amenities such as restrooms and waiting areas will also be accessible. Additionally, staff will receive training to assist users with disabilities effectively, promoting an inclusive environment for all users.	
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: At Universal EV and Connect Electrical, the safety of EV drivers is a top priority when installing DC fast chargers at various locations. We recognize that ensuring a safe and reliable charging experience is crucial to promoting the widespread adoption of electric vehicles and fostering a sustainable transportation ecosystem. Our comprehensive approach to site safety encompasses a range of measures to protect EV drivers and the public:

• Safe Site Selection: Before selecting a site for DC fast charger installation, we conduct thorough site assessments to identify locations that prioritize safety. Factors such as traffic flow, visibility, and ease of access are carefully considered to minimize potential hazards and risks to EV drivers.

• Physical Safety features: Chargers installed on site will be protected with wheel blockers or bollards to avoid potential damage from vehicles while ensuring continuous and successful operation of the charging stations. Surveillance cameras will be installed to monitor the charging station area, discouraging vandalism or theft, and providing valuable footage in case of incidents. The charging areas will be well-lit areas, allowing users to navigate the charging station and surrounding areas easily. Adequate lighting can deter criminal activity and enhance visibility during nighttime charging. There will be a fire extinguisher and Automated External Defibrillator (AED) readily available on site.

• Clear Signage and Directional Markings: We ensure clear and prominent signage at charging station locations to guide EV drivers and direct traffic flow safely. Directional markings and visible charging station identifiers contribute to a safe and organized charging experience.

• Safe Electrical Installation: Our team of skilled technicians, equipped with proper training and certifications, handles the electrical installation of DC fast chargers with utmost care. They follow industry best practices, safety guidelines, and adhere to local electrical codes to ensure a secure and compliant electrical setup.

• Personal Protective Equipment (PPE): During installation, our personnel wear appropriate Personal Protective Equipment (PPE) to protect themselves and maintain a safe working environment. This includes wearing safety helmets, gloves, and reflective vests to enhance visibility and safety on-site.

• Emergency Shutdown Procedures: All DC fast charging stations are equipped with emergency shutdown buttons for immediate deactivation in case of any potential hazards or accidents. This feature allows for quick response and ensures the safety of both the charging equipment and EV drivers.

• Accessibility and ADA Compliance: Our charging station installations are designed to be accessible and compliant with the Americans with Disabilities Act (ADA) guidelines. This ensures that all EV drivers, including those with mobility challenges, can safely use the charging stations.

• 24/7 Monitoring and Support: Universal EV's advanced Charge Management System provides real-time monitoring of charging station performance. Any anomalies or safety-related issues are immediately detected and addressed by our dedicated support team, ensuring a swift response to any potential safety concerns.

• Environmental Considerations: We take environmental safety seriously and ensure that charging station installations comply with environmental regulations. Proper waste disposal and spill containment practices are followed to minimize any environmental impact.

• Public Education and Awareness: Universal EV and Connect Electrical believe in raising public awareness about safe charging practices. We provide educational materials and guidelines to EV drivers, promoting safe charging behaviors and responsible usage.

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: Our plan for managing potential incidents at the EVSE site and ensuring safety during both construction and operation is centered around comprehensive preventive strategies, real-time monitoring, and rapid response protocols.

During construction, strict measures will be implemented for the safety of workers and the public. We will ensure that personal protective equipment (PPE) is used by all personnel, and the site will be secured to restrict unauthorized access. Regular safety inspections and risk assessments will be conducted to ensure compliance with local regulations and to proactively address any potential hazards. Controlled access will be enforced to minimize risks, and our team will be trained to handle incidents quickly and efficiently.

Once operational, the EVSE will be monitored 24/7 real-time through our Charge Management System, which alerts our support team of any anomalies. Surveillance cameras will be installed to monitor the charging station area, discouraging vandalism or theft, and providing valuable footage in case of incidents. The charging areas will be well-lit as Adequate lighting can deter criminal activity and enhance visibility during nighttime charging.

Emergency shutdown features will be available at every station to immediately halt operations in case of a fault. Additionally, routine maintenance will be conducted to keep equipment in optimal working condition and reduce the chances of any issues. Clear on-site instructions and customer support will educate users on safe EVSE usage, reinforcing responsible behavior at the station. By implementing these measures, we ensure that both construction activities and daily operations prioritize safety, while maintaining a robust and responsive approach to any potential incidents.

CSR.5.3	Describe the plan for workforce training.

Response: We will be working with contractors, journeyman, and Electrical systems enthusiasts to provide them with training on hardware installation by various courses to understand EVSE dynamics and specific training manuals for the EVSE as well as commissioning on UEVCMS Network. We will be employing the local workforce for maintenance activities in collaboration with Connect Electricals. We believe in empowering the local community while executing this project.		
CSR.5.4	Describe the plan for public and/or stakeholder engagement.	
Response: Our public and stakeholder engagement plan involves holding community meetings to inform the public, collaborating with local governments and utilities for project alignment, and sharing regular updates through newsletters and social media. We will also gather feedback through established communication channels to ensure the project aligns with community needs and expectations.		
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: Proposed Rate Structure Methodology: The proposed rate structure and methodology for charging customers for the use of Electric Vehicle Supply Equipment (EVSE) at the Candidate Site will be designed to encourage efficient and fair utilization of the charging infrastructure while offering flexibility and attractive pricing options. Finalizing the pricing structure for each project depends on a variety of factors. The local utility rates and various labor costs associated with installation play an important part in deciding the final fee structure. The fee structure for EV drivers can be either time based, or energy based. Prices for the customer will be set by Universal EVCMS portal which can be managed by Universal's team. Our price to end user is combination of variables including utility rate and service charge. Universal's team will also work with local utility companies to determine any existing rebates on electricity cost. If there are any rebates ongoing, then the price to end user will be adjusted accordingly. Customer payment methods/billing practices: To ensure transparency and enable customers to monitor their charging costs, the proposed methodology will include robust billing and monitoring systems. Customers will get detailed information about their charging sessions, energy consumption, and associated costs at the end of their charging session. We offer multiple payment options and accept all major credit and debit cards. Our software is integrated with Authorize.net and follows PCI standards for gateway payments. Customers will get an invoice at the end of their utilization which shows them the rate per kWh, total amount charged, and total units consumed with time stamps. For engagement of EV drivers Universal EV will be giving promotional offers and discounts from time to time. Also, our customers can register on the EV gateway App which is a mobile application designed for EV drivers. They can then conveniently use the application to locate a charger, reserve it, get directions, price information, pay for a charging session, find nearest amenities, as well as receive an alert when their car is fully charged or disconnected.		
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: We have a membership and loyalty program that provides additional benefits. Members will pay zero processing fees, and reward points will be awarded, redeemable exclusively on our network, offering users extra value for their loyalty.		
CSR.6.3	Will a cash payment option be available? If yes, explain how cash will be accepted.	**N**
Response: A cash payment option will not be available. Our payment system will focus on electronic transactions to ensure enhanced security and efficiency for all users.		
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, credit card payments will be accepted through the EV charger interface. Customers can securely process their payments using major credit and debit cards via the integrated software, which is compliant with PCI standards to ensure secure transactions.		

CSR.6.5	Will payment by phone app(s) be available? If so, will this require any fees? If yes, explain.	**Y**
Response: Yes, payment through a phone app will be available. Customers can use Universal EV's app or other compatible apps to initiate payments. While there will be no additional fees specifically for using the app, standard service fees based on the charging session (e.g., energy-based rates or initiation fees) may apply, depending on the terms of the app and charging session.		
CSR.6.6	Will payment by RFID card be available? If so, will this require any fees? If yes, explain.	**Y**
Response: Payment by RFID card will be available at our charging stations. There may be a standard initiation fee for the charging session, but no additional fees will be charged specifically for using the RFID card. Users will only pay for the energy consumed.		
CSR.6.7	Describe the plan to allow unbanked individuals to pay for charging.	**N**
Response: Currently, we do not have plans to accommodate payment options for unbanked individuals.		

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	Official start date for the project, allowing work to commence.
	Design completion • Provide all approved utility requests • Provide detailed schedule and work plan • Provide all required deliverables as indicated in the RFP	February 25, 2026	Completion of design phase, including necessary utility requests.
	Permitting completion • Provide all required permits	May 15, 2026	All necessary permits obtained and approved.
	EVSE and other major equipment procured and on-site	June 20, 2026	All major equipment for the installation is on site and ready for construction.
	Construction (both site preparation and EVSE installation) completion • Complete Material procurement • Begin construction	November 15, 2026	Site preparation will be completed by 15th September, allowing us to begin construction on the EVSE installation thereafter.
	Power service available at Site	February 20, 2027	Ensure power connections are active and operational at the site.
2. Substantial Completion as Determined by the NDOT	Testing completed	April 05, 2027	All systems tested and validated for operational readiness.
	Installation Acceptance from NDOT • Provide test procedures • Conduct preliminary field test for each site • Final Acceptance (site 100% ready for public use)	May 28, 2027	Formal acceptance from NDOT, including all necessary documentation.
	Operation and Maintenance • Provide O&M plan and schedule • Provide Site Performance Records • Provide end of O&M Final Report	June 15, 2027 June 30, 2032	The O&M period will be start from June 15, 2027, detailing maintenance strategies and schedules. Regular Site Performance Records will be maintained throughout. The O&M Final Report will be submitted by June 30, 2032.

07/22/2025
UNIVERSAL EV LLC
RONRUSH INVESTMENT INC
305 W SPRING CREEK PKWY
SUITE 1008
PLANO TX ZIPCD

Account # ****-* 419
Questions: 1-800-435-4000

Here is the requested account balance information.

Type of Account	Account Opened	Current Balance	Average Balance, Previous 2 Months
Schwab One	02/13/2023	$6,162,921.25	$6,140,872.84

We're writing to confirm the current balance in the account noted above. This balance is based on our records, as of the close of one business day prior to the date of this letter.

The average balance is calculated from the previous 2 months. Both the current balance and the average balance may include cash and securities. The value of any security held in this account is subject to change depending upon market conditions and activities.

The following is Schwab's terms of withdrawal policy:

Charles Schwab doesn't restrict access to available funds and securities in the above-referenced account(s). An account holder or authorized agent can request withdrawals from an account on demand.

Please note: The balance is based on our records at the time this letter was written, and may include cash and securities. The value of the account is subject to change depending upon market conditions and/or activities in the account.

Please note: This letter is for informational purposes only and is not an official record of the account.

Thank you for choosing Schwab. We appreciate your business and look forward to serving you in the future. If you have any questions, please call us at +1 (800) 435-4000.

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Universal EV LLC

Profit and Loss

January - December 2024

	TOTAL
Income	
Charging Revenue	157,153.37
Charging Systems Revenue	460,400.00
Grant Income	1,514,609.00
Other Revenue	3,155.00
Subscription Services	438.83
Total Income	**$2,135,756.20**
Cost of Goods Sold	
Charging Costs	157,765.60
EV Charger Hardware Costs	458,650.00
Installation Costs	11,825.84
Other Costs	299,593.90
Total Cost of Goods Sold	**$927,835.34**
GROSS PROFIT	**$1,207,920.86**
Expenses	
Advertising	29,284.65
Insurance	63,883.55
Occupancy	71,420.61
Office Expenses	3,415.32
Offshore Support Expenses	236,030.00
Operating Expenses	88,215.83
Payroll expenses	967,355.72
Professional Services	48,642.12
Software & Licenses/Maintenance	68,800.16
Travel and Entertainment	58,729.82
Total Expenses	**$1,635,777.78**
NET OPERATING INCOME	**$ -427,856.92**
Other Income	
One Time Software Credit	126,566.00
Tech Support	13,954.87
Total Other Income	**$140,520.87**
Other Expenses	
Amortization expenses	111,860.28
Depreciation Expenses	382,944.80
Other Miscellaneous Expense	33.00
Total Other Expenses	**$494,838.08**
NET OTHER INCOME	**$ -354,317.21**
NET INCOME	**$ -782,174.13**

Universal EV LLC

Balance Sheet

As of December 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
ACH Account EV LLC	158,420.68
Amegy Checking 6314	5,001.00
UNIVERSAL EV LLC (1500) - 1	30,911.90
Total Bank Accounts	**$194,333.58**
Accounts Receivable	
Customer Accounts Receivable	1,132.98
Grants Receivable	1,582,500.00
Total Accounts Receivable	**$1,583,632.98**
Other Current Assets	
Inventory Asset	224,914.47
Loan or Advance to Employee	200.00
Loans to others	2,000.00
Prepaid Expenses	118,008.20
Short Term Loan to Connect Electrical	811,487.38
Short term Loans from EV to Epic	40,857.65
Total Other Current Assets	**$1,197,467.70**
Total Current Assets	**$2,975,434.26**
Fixed Assets	
Accumulated Amortization	-225,274.28
Accumulated Depreciation	-854,141.57
Charger Assets	5,811,202.43
Furniture & fixtures	6,500.18
Intangible Assets (Patents, copyrights, & franchises)	99,195.00
Software Development	574,043.10
Vehicles & Equipment	84,892.19
Total Fixed Assets	**$5,496,417.05**
TOTAL ASSETS	**$8,471,851.31**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	**$53,227.46**
Credit Cards	**$161,190.32**
Other Current Liabilities	
Short Term Loans from Related Parties	4,581,065.47
ST Funds Recd from ACH Act Universal Solar Sys LLC	126,000.00
ST Funds Recd from Arka Farms 2 LLC	1,450.00
ST Funds Recd from Connect Electrical Contractor	-379,191.82
Texas State Comptroller Payable	445.26

Universal EV LLC

Balance Sheet

As of December 31, 2024

	TOTAL
Total Other Current Liabilities	**$4,329,768.91**
Total Current Liabilities	**$4,544,186.69**
Total Liabilities	**$4,544,186.69**
Equity	**$3,927,664.62**
TOTAL LIABILITIES AND EQUITY	**$8,471,851.31**

SHWET SHAH

shwetat ul.shah@mavs.uta.edu I +1 (682)-408-3981Iwww.linkedin.com/ in/ shwetshah96

EDUCATION

The University of Texas at **Arlington,** Ai1ington TX
Master of Science in Engineering Management (GPA :3.78) August 2018 - MAV 2020

Gujarat technological university, Ahmedabad India
Bachelor of Engineering in Mechanical Engineering (GPA :3.5) August 2014 - MAV 2018

EXPERIENCE

Universal Solar System, Plano Texas **November** 2020 - **Present**
Sr. Project Manager

- Managing operations and installations of 200+ EV charging ports (Level 2 and DC).
- Successfully lead team to secure more than 25 million in grants.
- Working closely with hardware and software team to develop cutting edge products and streamline operation through effective vendor relationship and ERP system integration.
- Developing and managing relationships with global suppliers and vendors including but not limited to contract negotiations, preparing and amending agreements, resolving cost related issues, creating purchase orders while managing end-to-end communications.
- Working with a dedicated project team in delivering exceptional results towards reducing product cost by 15% and improving quality by 25% considering UL and ETL standards as approved by NRTL
- Evaluating vendors and suppliers based upon metrices related to cost, lead time and quality
- Developing strategies towards vendor selection considering project plans and milestones
- Working with operations manager in execution of solar projects from layout to installation
- Working in cross functional teams along with operations, manufacturing, software developers and marketing to maximize efficiency towards implementation of project plans, milestones, and budget.
- Utilizing structured problem-solving techniques such as DMAIC, five Why (SW) or eight Disciplines (8D) to resolve high level performance issues into addressable action

Superfan labs Inc, Dallas Texas **July 2020 - November 2020**
Associate Project Manager

- Developed, implemented, and evaluated systems to support new product development, building relationships with product partners, stakeholders, and vendors; managed a team of developers, designers, and product mappers to achieve 95% efficiency relative to the project plan.
- Assisted VP of operations in determining testing criteria based upon functionality of the product for internal testing which helped in identifying unknown issues, for preparing bug free version of product.
- Prepared go to market strategies along with marketing team for the product launch delivering 100% results with 40% slashed budget as per planned financials

Weltech Engimech Pvt Ltd., Ahmedabad India **August 2017 - August 2018**
Associate Operations Manager

- Developed extensive training manuals and daily standup instructions for technicians to provide safe working environment which reduced plant hazards by 60%
- Managed quality department to prevent process failures while focusing on continuous improvement of product quality by developing quality plans, attention to Key Performance Indicators (KPI's) and maintaining standard operating procedures (SPO) further improving the product quality by 30%
- Monitored operations affecting quality and food safety through routine plant inspections
  Utilized continuous improvement techniques to implement efficient plant layout further increasing yielding capacity and production rate by 15%

CERTIFICATION

Six Sigma Green Belt Certification - Credential ID 14152311, Institute of Industrial and Systems Engineering

TECHNICAL SKILLS

- Project Management: Prioritization, delegation, task separation, scheduling, risk management, contract negotiation
- Supply Chain Planning: Data analysis, forecasting, problem solving, cost assessment, requirement gathering.

Dustin Odom

(214) 427-0089 | dustin.odom@universalgreengroup.com | linkedin.com/in/dustin-odom-6b9667184

SUMMARY

Operations Executive with 20+ years of combined leadership experience in the United States Marine Corps and renewable energy sector. Skilled in operations management, large-scale solar installations, construction management, team leadership, and customer engagement. Proven expertise in residential and utility-scale solar projects with advanced technical knowledge in design, service, and compliance. NABCEP Solar Associate certified, with a track record of building high-performance teams, optimizing workflows, and delivering innovative energy solutions. Trusted advisor in veteran-to-energy transition programs with SEIA and the Department of Energy.

PROFESSIONAL EXPERIENCE

Connect Electrical Contractors – Leander, TX

Operations Manager (2025 – Present)

- Direct operations and project delivery for renewable energy initiatives, including residential and commercial solar projects and solar and EV charging projects.
- Oversee construction management activities, coordinating scheduling, resource allocation, and vendor relationships to maximize efficiency and profitability.
- Support technical design reviews and optimize installation processes for safety, compliance, and quality.
- Implement best practices in project execution, ensuring adherence to regulatory and safety standards.

Lonestar Solar Services – Houston, TX

Sr. Director of Operations (2023 – 2025)

- Directed strategic operations and oversaw project execution for residential and utility-scale solar.
- Led cross-functional teams ensuring quality, safety, compliance with industry standards.
- Delivered scalable processes in construction management and Aurora shade reports.
- Collaborated with leadership to align sales, service, and operations goals.

Operations Manager (2020 – 2023)

- Managed daily operations including scheduling, installation, and service workflows.
- Oversaw solar installations totaling 40 MW residential and 2.4 MW utility-scale projects.
- Supervised installers and technicians, ensuring quality control and customer satisfaction.
- Implemented training and certification programs for field staff.

Alternative Energy Industries – Rockwall, TX

System Installer (2015 – 2018)

- Installed photovoltaic solar panels on residential and commercial projects.
- Performed wiring, troubleshooting, and maintenance of solar systems.
- Ensured safety and compliance with NEC codes and best practices.

White Lodging Services – Austin, TX

Maintenance Manager (2011 – 2015)

- Performed preventative maintenance for guest rooms and facility systems.
- Handled daily maintenance work orders and ensured compliance with state codes.
- Managed pool operations and maintained chemical balance to meet regulations.

United States Marine Corps – Camp Pendleton, CA

Infantry (2005 – 2015)

- Served 10 years with four tours in Iraq, Afghanistan, and Operation Caring Response (Burma).
- Appointed Foreign Military Advisor to the Republic of Georgia, training NATO tactics and counter-insurgency operations.
- Supervised, trained multinational forces, building unit cohesion & operational readiness.
- Led personnel in high-stress environments, ensuring mission success.

INDUSTRY LEADERSHIP

- Board Advisor – Solar Ready Vets / SEIA Mentorship Program (DOE).
- Mentor supporting veteran transition into renewable energy careers.

CERTIFICATIONS

- NABCEP Solar Associate – North American Board of Certified Energy Practitioners.
- Certified Installer – Solark, Enphase, SolarEdge, SMA, LG, Tesla, FranklinWH, AP Systems.

SKILLS

Operations Management, Construction Management, Solar Design & Installation, Utility Bill Analysis, Shade Analysis, Team Leadership, Project Planning & Execution, Vendor & Client Relations, Training & Development, Quality Assurance & Compliance, Technical Troubleshooting, Process Improvement

EDUCATION & TRAINING

- Certificate of Completion – NABCEP Solar Associate.
- United States Marine Corps Veteran – Honorable Service.

Jason D. Grissom

306 Honey creek Cir • Royse City, TX 7S189 • (214) 417-0158 • jgrissom.me@gmail.com

ELECTRICAL SUPERINTENDENT

Master Electrician with 15 years of experience working and managing employees and subcontractor on different types of Electrical installations from multifamily, hospital, and Commercial construction. I have proven safety record on installation and service of all types and configurations of electrical apparatuses.

Employer Summary

Universal EV LLC — Master Electrician, 01/24 to CU RRENT

MAAK ELECTRIC LLC — Owner/operations, 11/17 to 12/23

Huneke Enterprises INC — Project manager, 6/13 to 11/17

Managed Electrical construction, change orders, company tools, managed subcontract labor and scopes. Responsible for expense tracking, change orders, job site safety and quality control inspections, labor.

CEC ELECTRICAL INC — Electrical Superintendent, 7/12 to 6/13

Managed Electrical construction, responsible to provide Safe work environment for employees according to OSHA and HSE program, used Electrical Blueprints to plan labor and work to be performed. Used email and other forms of paperwork to keep track of change orders, Daily report, and Safety records.

DYNCORP INTERNATIONAL — Electrica I Foremen, 7/11 to 7/12

Performed maintenance for United States Military Forward Operating base. Responsible for the proper installation of electrical systems in accordance with the NEC. Worked with LCPO tools and vehicles. Worked closely with military personal. Worked proficiently in a hostile environment under extreme conditions.

GEORGE MCKENNA ELECTRIC — Electrica I Superintendent, 10/09 to 7/11

Managed Electrical construction, responsible to provide Safe work environment for employees according to OSHA and HSE program, used Electrical Blueprints to plan labor and work to be performed. Used email and other forms of paperwork to keep track of change orders, Daily report, and Safety records.

ABR (A!asad Iraq) — Service electrician, 7/09 to 10/9

Performed Electrical maintenance on different types of electrical systems located on the military base.

CrEOROE MCKENNA ELECTRIC — Electrical Superintendent, 5/05 to 7/09

Managed Electrical construction, used Electrical Blueprints to plan labor and work to be performed. Used email and other forms of paperwork to keep track of change orders, Daily report, and Safety records.

CUMMINCrS ELECTRICAL INC (IRVINO, TX) — SERVICE ELECTRICIAN APPRENTENCE

Performed commercial/ Industrial electrical maintenance under the 10/03 to 5/05 direct supervision of a journeymen electrician. Learned how to troubleshoot all types of electrical systems and apparatuses.

UNI'IED STATES MARINE CORI'S (Jacksonville, DC) — Aircraft Mech, 5/99 to 5/03

Performed maintenance on helicopter motor for the CH46. Worked in production control for MALS 29

Project list:

FRISCO RECREATION CENTER FRISCO, TX
FRISCO CITY HALL PARKING GRARAGE FRISCO, TX
NORDSTROM RACK/ THE SHOPS AT PARK LANE DALLAS, TX
THOMPSON ELEMENTRY DALLAS, TX
ONE DALLAS CENTER DALLAS, TX
MAIN STREET ASSISTED LIVING HOUSTON, TX
INSPIRED LIVING LEWISVILLE, TX
SOUTHLAKE TOURTING CENTER SOUTHLAKE, TX
NORTH TEXAS SURGERY CENTER SHERMAN, TX
TEXAS PAIN SURGERY CENTER DALLAS, TX

Craig Shewmake

905 Scenic Dr
Granbury, TX 76048
(817) 736-5493

Facilities Electrician

- Specializing in Industrial & Commercial Electrical -

Profile

Result oriented hands-on electrical professional with **15 plus years' experience** in all facets of the industry. **Verifiable track record** for the successful completion of **multi-million-dollar projects** through underground, finish-out and top-out of commercial and industrial projects building positive rapport with architects, engineers, local officials, vendors and clients while maintaining cost efficiency. Versed all phases of electrical contracting including installation, estimating, impending design problems, building code and regulations, material purchasing, and site management.

Areas of Expertise lie in:

- Team Building and Leadership
- Permitting and Building Code
- Electrical Planning and Scheduling
- Estimating and Job Costing
- Budget Analysis
- Safety and Compliance Management
- Organization and Time Management
- Vendors and Materials Management

Employment History

CDS Electrical Contractors, Granbury, Texas 1995 - Present
Owner/Manager

Plan, organize, manage and install electrical systems on residential, commercial and governmental projects as well as single and multi-family residences, restaurants and strip centers. Including:

- Commercial/Industrial electrical Systems
- Retro-fitting older systems to comply with new codes
- Personal Transit Systems
- Transformers
- Troubleshooter of failed systems
- General lighting modifications
- Specialty equipment installations
- Refrigeration installation

Types of projects:

- DCFC Charging stations (50-350KW)
- Level 2 charging stations (7.2 — 19.2 KW)
- Plants
- Airports & other Gov. Agencies
- Commercial
- Multi-Family
- Medical
- Industrial
- Restaurants & other food service
- Retail
- Single Family

Certification and Education

State of Texas Certified - Master Electrician - License #52835 & TECL #28450 Current thru August 2010
IEC , Irving, Texas — Continuing Education 1998 -2000

TRITIUM™

Product Specifications

PKM150

CHARGING STATION

Product Specifications

Output Power: 50kW | 100kW | 150kW

3rd Party UL & CE Certified

Simultaneous Charging of Two Vehicles

Charging Cable Types: CCS: 200A/350A | NACS: 200/350A

Charging Cable Lengths:
- 3.6m (11ft 9in)
- 6m (19ft 8in) with cable management

10" LCD Screen with customisable HMI

Card Reader Options (Charger Integrated):
- Credit Card Reader with RFID Support
- RFID Reader
- No Reader

DC Meter Option

Charging State Indicator Lights

Customer Branded Vinyls Option

Remote Management: Remote access, configuration, diagnostics, software update

Single Person Left Field Replaceable Modules

Product Warranty:
- 3 years warranty included
- +1 year | +2 year extensions available

Power Module Warranty: Lifetime warranty included (10 years)

Environmental

Enclosure Construction: Aluminium double skin

Impact Protection Rating: IK10

Ingress Protection Rating: IP65 (NEMA 3R)

Maximum Operating Altitude: 3000m (9842ft)

Operating Temperature: -35°C to +50°C (-31°F to +122°F) with derating

Storage Temperature: -35°C to +70°C (-31°F to +158°F)

Acoustic Noise: Maximum 65dB (variable under load)

Physical

Height	1998mm (78.6")
Width	783mm (30.8")
Depth	309mm (12.1")
Weight	Up to 335kg

System Characteristics

Supply Input: 950V DC (DC microgrid)

Maximum Output Power:
Single Vehicle Charging: 150 kW | 100 kW | 50 kW
Simultaneous Charging: 2 x 75kW | 2 x 50kW | 2 x 25kW

Output Voltage: CCS: 150-920V DC

Output Current:
Single Vehicle Charging: up to 350A
Simultaneous Charging: up to 400A (2 x 200A)

Efficiency: >97%

Electrical protection: Over current, over voltage, under voltage, short circuit, surge protection

Safety Sensors: Tilt and door ingress

Authentication Methods:
RFID: MI-FARE ISO/IEC 14443A/B | ISO/IEC 15693 | ISO/IEC 18000-3 | FeliCa | NFC
Credit Card: Credit card terminals – various models
Vehicle: ISO15118 Plug and Charge | Autocharge

Communication Protocols:
EVSE to EV: ISO 15118-2, DIN 70121 | ISO 15118-20 ready
EVSE to CSMS: OCPP 1.6J | 2.0.1 ready

Network Connection: Ethernet | Cellular 4G/LTE (optional)

Accessibility: Meets American with Disabilities Act (ADA) and EN 301 549 Accessibility Height Requirements

CHARGING STATION COMPLIANCE

Electrical Safety

Europe: CE	IEC 61851-1	Electric vehicle conductive charging system general requirements
	IEC 61851-23	Electric vehicle conductive charging system DC electric vehicle charging station
North America: UL / CSA	UL 2202 | CSA C22.2	

Electromagnetic Field (EMF)

Europe	IEC 62311	Assessment of electronic and electrical equipment related to human exposure restrictions for electromagnetic fields (0 Hz to 300 GHz)
North America	USA	47 CFR § 1.130
	Canada	RSS-210 and SPR-002

Legal Metrology

Europe	MID	**USA National**	NTEP
France	LNE	**California**	CTEP

Electromagnetic Compatibility (EMC)

Europe: CE	IEC 61851-21-2 EMC	Requirements for off board electric vehicle charging emissions
	ETSI EN 303 446-1	Standard for combined and/or integrated radio and non-radio equipment Part 1: Requirements for equipment intended to be used in residential, commercial and light industry locations
North America: FCC	USA	FCC 47 CFR Part 15 B
	Canada	ICES-003

Radio Equipment Directive (RED)

Europe	ETSI EN 303 446-1	CE compliant GSM, 4G
	ETSI EN 301 489-1	Part 1: Common technical requirements
	ETSI EN 301 489-52	Part 52: Specific conditions for cellular communication user equipment (UE) radio and ancillary equipment
	ETSI EN 301 489-3 V2.1.1 (2019-03)	Standard for radio equipment and services. Part 3: Specific conditions for Short-Range Devices (SRD) operating on frequencies between 9 kHz and 246 GHz;
North America	FCC certified GSM, 4G	ISED certified GSM, 4G

Environmental

Global	RoHS | WEEE

Cyber security

Global:	ISO 27001
EU:	EU Cyber Resilience Act

RECTIFICATION UNIT

Product Specifications

System Characteristics

DC Microgrid Power Supply:

Power up to 4 x 150kW PKM charging stations

Output Power:

WORLDWIDE (400VAC): Up to 300kW total

USA (480VAC): Up to 360kW total

Grid Frequency:

WORLDWIDE (400VAC): 50Hz +/- 10%

USA (480VAC): 60Hz +/- 10%

Input Voltage:

WORLDWIDE (400VAC): 400VAC 3ph +/-10%. Derating applied on low line level and phase imbalance

USA (480VAC): 480VAC 3ph +/-10%. Derating applied on low line level and phase imbalance

Nominal Current at Nominal Voltage Level:

WORLDWIDE (400VAC): 450A

USA (480VAC): 450A

Maximum Current at Low Line Level:

480A at Nominal Voltage -10% and Power Factor >0.99

Input Overvoltage Category: Category III

Efficiency:

WORLDWIDE (400VAC): > 97.6%

USA (480VAC): > 98.1%

Surge Protection:

WORLDWIDE (400VAC): EN 61643-11 Type 2 SPD with In = 20kA 8/20us, SCCR = 150kA, including backup fuse

USA (480VAC): UL listed Type 1 SPD In = 20kA, SCCR = 200kA, including backup fuse

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Output Voltage: 950V DC

No. of DC Outputs: 2 | 4

Isolation Between AC Mains and Charging Station: Not isolated

Power Factor (Charging): >0.99

Total Harmonic Distortion (Thd): <5%

Short Circuit Current Rating: 18kA

Communication Protocol: OCPP v1.6J | OCPP 2.0.1 ready

Network Connection: Cellular 4G/LTE | Ethernet

System Communication: Ethernet to charging stations

Power Supply: Battery-backed Uninterrupted Power Supply (UPS) functionality for telemetry during power outage

Site Distribution Board:

Over Current Protection Device (OCPD): Required
Under-voltage Relay or Shunt Trip Relay: Required
Residual Current Monitoring: Optional

Product Warranty:

3 years warranty included
+1 year | +2 year extensions available

Environmental

Maximum Operating Altitude: 2000m (6562ft)

Operating Temperature: 35°C to +50°C (-31°F to +122°F) (with derating), 5-95% Relative Humidity (RH) non-condensing

Storage Temperature: -40°C to +65°C (-40°F to +149°F), 5-95% Relative Humidity (RH) non-condensing

Impact Protection Rating: IK10

Ingress Protection Rating: IP54 (NEMA 3R)

Physical

Height	2360mm (92.9")
Width	535mm (21.0")
Depth	1028mm (40.4")
Weight	510kg (1125lbs) for base rectifier unit + 15kg (33lbs) for cable interface + 15kg (33lbs) per DC port
Shipping Weight	510kg (1125lbs) for base rectifier unit + 15kg (33lbs) for cable interface module + 15kg (33lbs) per DC port (2 or 4) + 90kg (199lbs) for crate

RECTIFICATION UNIT COMPLIANCE

Electrical Safety

Europe: CE	IEC 61851-1	Electric vehicle conductive charging system general requirements
	IEC 61851-23	Electric vehicle conductive charging system DC electric vehicle charging station
North America: UL / CSA	UL 2202 | CSA C22.2	

Electromagnetic Field (EMF)

Europe	IEC 62311	Assessment of electronic and electrical equipment related to human exposure restrictions for electromagnetic fields (0 Hz to 300 GHz)
North America	USA	47 CFR § 1.130
	Canada	RSS-210 and SPR-002

Grid

Flicker & Harmonics	VDE-AR-N 4110 (50Hz & 60Hz)
	IEEE-519 (50Hz & 60Hz)

Electromagnetic Compatibility (EMC)

Europe: CE	IEC 61851-21-2 EMC	EMC requirements for off board electric vehicle charging
	ETSI EN 303 446-1	Standard for combined and/or integrated radio and non-radio equipment Part 1: Requirements for equipment intended to be used in residential, commercial and light industry locations
North America: FCC	USA	FCC 47 CFR Part 15 B
	Canada	ICES-003

Radio Equipment Directive (RED)

Europe	ETSI EN 301 489-1	Requirements for off board electric vehicle charging emissions
	ETSI EN 301 489-52	Standard for radio equipment and services Part 52: Specific conditions for cellular communication user equipment (UE) radio and ancillary equipment
	ETSI EN 303 446-1	Standard for combined and/or integrated radio and non-radio equipment Part 1: Requirements for equipment intended to be used in residential, commercial and light industry locations

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305 Spring Creek Parkway, Suite 100B
Plano, TX 75023

Call Us: 1(866)350-2738

SITE HOST MEMORANDUM OF UNDERSTANDING

This letter is being signed and delivered in connection with the proposal submitted by the Universal EV LLC ("Proposer") in response to that certain Request for Proposals (the "RFP") issued by the Nebraska Department of Transportation ("NDOT"), an agency of the State of Nebraska, dated [10/01/2025], to develop Nebraska National Electric Vehicle Infrastructure program.

The intent of this letter is to evidence a binding, non-exclusive commitment of Paresh Bengali ("Host Site Owner") to allow the Proposer to acquire, construct, install, operate and maintain an EV charging station in accordance with 23 CFR 680 and all applicable laws and regulations. The Site Host Owner's property located at 14355 NE-31, Gretna, NE 68028 ("Proposed Project Site"). This commitment from the Site Host Owner is expected to ensure that the Project can proceed smoothly, adhering to legal and regulatory requirements while mitigating any potential issues related to site ownership or access and usage rights. The Proposer will provide access such that NDOT and its agents have the right to enter the property as well as to visually examine the property and ground to complete environmental reviews necessary to comply with NEPA.

By signing this letter the Site Host Owner confirms that, contingent upon award by NDOT of an agreement ("Agreement") to the Proposer under the Nebraska NEVI program, the Site Host Owner agrees to execute an agreement with the Proposer (or its designee) necessary to afford access and use of the Site for the construction of compliant electric vehicle Charging Stations and all the associated amenities, and for the operation of the Site for a minimum of 5 years from the commencement of operations. Neither Party shall be liable for, and each Party expressly releases the other Party from, indirect, consequential, special, or punitive damages, including, without limitation, lost sales or profits damages. If Site Host defaults in performing any of its obligations under this Agreement or is otherwise in material breach of this Agreement, the Proposer shall have all rights and remedies available to it at law or in equity resulting from Site Host's default, including without limitation, the right to seek specific performance of this Agreement.

Proposer Entity Legal Name: Universal EV LLC
Business Address: 305 W Spring Creek Pkwy, Suite 100 B Plano TX 75023
Name of Authorized Proposer Representative: Nadya Shariff
Telephone Number: (214) 842-6649

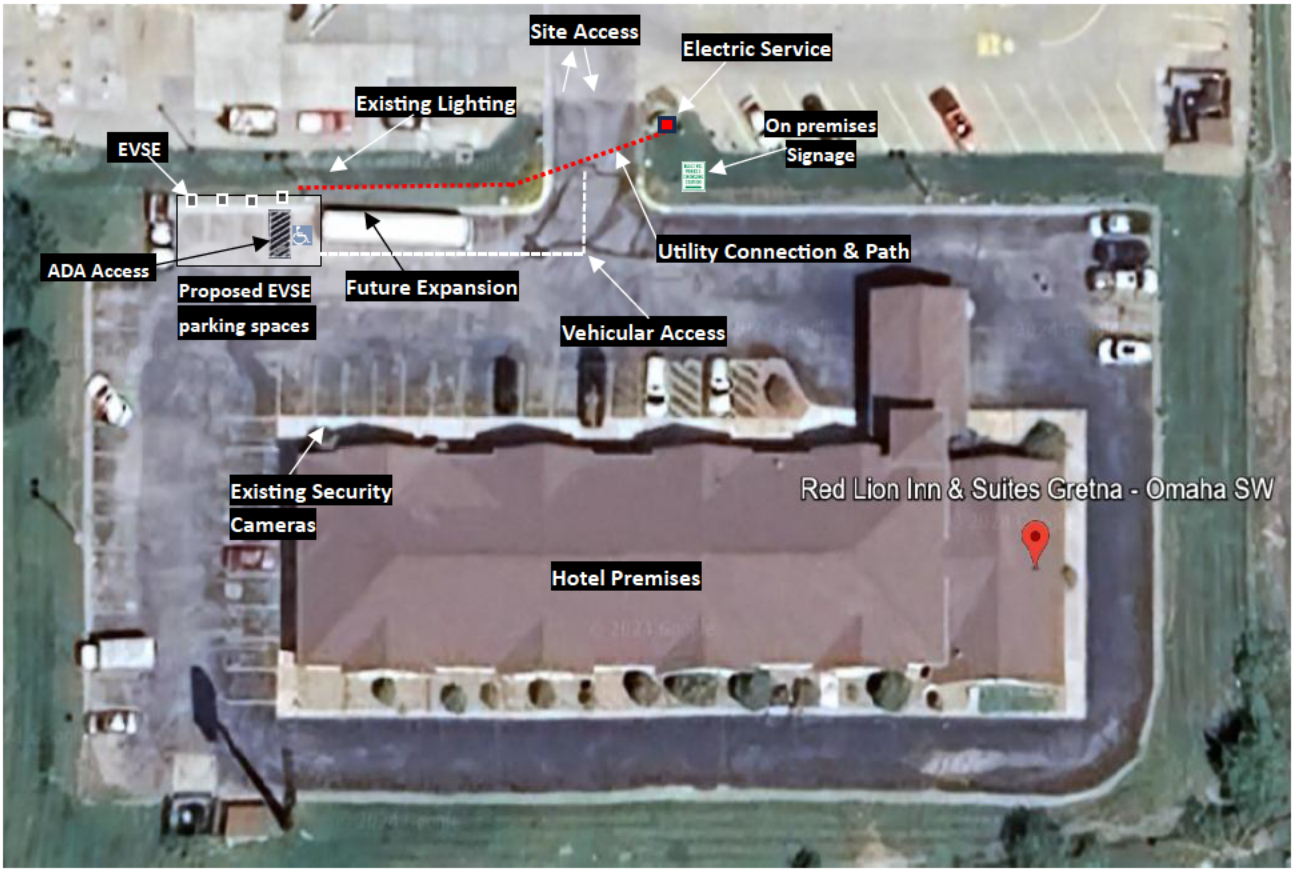
Signature: Nadya Shariff Date: 10/03/2025

Host Site Owner Entity Legal Name: NR Enterprises, INC
Business Address: 14355 NE-31, Gretna, NE 68028
Name of Authorized Proposer Representative: Paresh Bengali
Contact Telephone Number: (402)-332-2300

Signature: Paresh Bengali Date: 10/08/2025

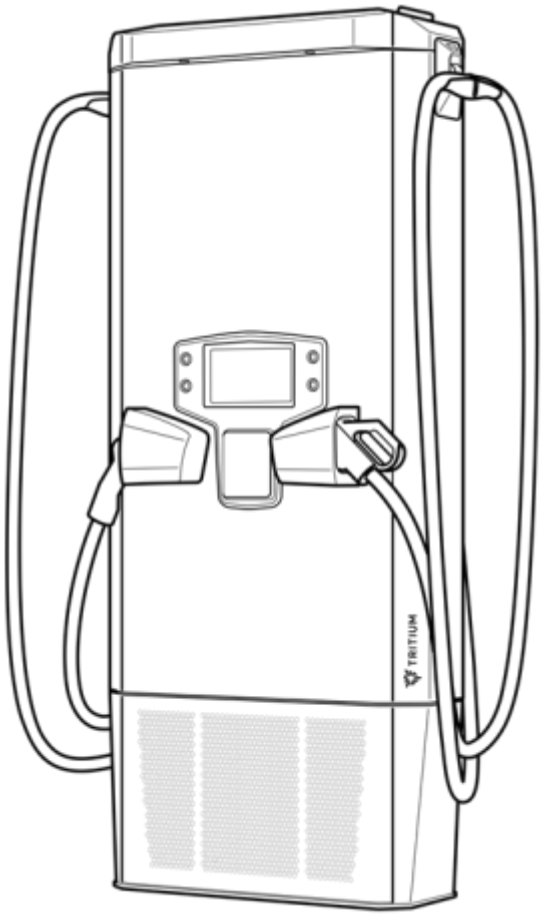
Preliminary Site Design & Layout

Location: Red Lion Inn & Suites Gretna - Omaha SW
Address: 14355 NE-31, Gretna, NE 68028, United States



Note-Preliminary site analysis is done to consider site feasibility. Complete site design will be represented in engineering plans.*

PKM Charge Station Installation Manual



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Login via your MyTritium access at *MyTritium*. To obtain a MyTritium login, email support staff at *customeroperations@tritium.com.au*.

Revision record

Rev	Date	TC #	Change	Author
5	8/06/2023	4699	Conversion from InDesign document to Word and latest template. Various changes made, new content added and re-structure of document to improve the flow.	S George, A Prewecki, D Muldoon, X Casley
6	3/07/2023	4928	Import to MadCap Flare and export to PDF	A Prewecki
7	25/10/2023	5260	Added FCC - 47 CFR 15.105 statement as per BP finding	S George
8	31/10/2023	5475	Updated wording in *RF Site Survey* section.	A Prewecki, G Smith
9	10/11/2023	5533	Link to newly created doc: CHK.2834v1_Radio Frequency (RF) Site Survey Requirements and Checklist	A Prewecki, G Smith
10	24/01/2023	5650	Update to section 4.0.6 Foundation Requirements	G Smith, S Sommerschuh
11	16/04/2024	5862	Addition of topic on RMA Installation	G Smith
12	10/05/2024	5501	Update for UAE legislation to Section 4.0.1. Added French warning statement to Section 1.3.2	S George R Weir
13	17/09/2024	6089	Update copyright information	S Caddaye
14	01/11/2024	6112	DC feed system update	S Sommerschuh
15	30/01/2025	6008 6287	The minimum acceptable voltage has been changed to a value above the undervoltage lockout point.	B Cran, J Wu
16	24/03/2025 21/05/2025	6389 6470	Review and update for variants now available. Added Conditions of Acceptability. Document updated for current copyright info and doc standards. Update RF site survey section to include MyTritium link. Updated the following sections: • 1.2 - Models related to this document • 14 - Special Use Case: DC-powered PKM Charge Station • 14.1.1 - Conditions of Acceptability • 14.2 - Enablement settings on the PKM CS	S George A Prewecki J Wu

This document is based on TEM114v15.

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1 PKM Charge Station Installation Manual

1.1 Purpose

This manual contains important instructions for the installation of the PKM Charging Station (PKMCS) and is relevant to all power levels.

- The PKMCS is available with various output power levels based on the number of 25kW DC:DC power modules installed.
- The maximum output power configuration is 150kW (6 x 25kW DC:DC).
- Units with lower power levels may be upgraded to the maximum 150kW configuration by adding 25kW DC:DC power modules up to the maximum of six.
- There are PKMCS variants to suit North America (UL) or worldwide (CE) requirements.

The PKMCS is electrically powered by the PKM150 AC-DC Rectification Unit (PKM150RU).
Read the installation and operating instructions before installing and commissioning the equipment. These instructions must be followed during installation.

1.2 Models related to this document

	Models	Input		Output		
		Voltage:	Current:	Voltage:	Max Current:	Power:
Global	TRI155-PKM-01 TRI155-PKM-01-150	950 V DC	170 A DC	150 to 920 V DC	200A DC or 350A DC*	150 kW
	TRI155-PKM-01-100	950 V DC	114 A DC	150 to 920 V DC	200A DC or 268A DC*	100 kW
	TRI155-PKM-01-075	950 V DC	85 A DC	150 to 920 V DC	200 A DC	75 kW
	TRI155-PKM-01-050	950 V DC	57 A DC	150 to 920 V DC	134 A DC	50 kW
North America	TRI155-PKM-02 TRI155-PKM-02-150	950 V DC	170 A DC	150 to 920 V DC	200A DC or 350A DC*	150 kW
	TRI155-PKM-02-100	950 V DC	114 A DC	150 to 920 V DC	200A DC or 268A DC*	100 kW
	TRI155-PKM-02-075	950 V DC	85 A DC	150 to 920 V DC	200 A DC	75 kW
	TRI155-PKM-02-050	950 V DC	57 A DC	150 to 920 V DC	134 A DC	50 kW

*Dependant on Charge Cable configuration (200A Charge Cables or 350A Charge Cables)

1.3 Important safety instructions

Read the Installation and Operating Instructions before installing and commissioning the equipment.
These instructions must be followed during installation:

CAUTION – RISK OF ELECTRIC SHOCK
• The PKMCS must be serviced only by trained and qualified electrical personnel when upstream power is switched off. • Read all instructions in this manual before servicing the charger. • Ensure that all local and regional regulations are observed.

1.3.1 Identifying symbols

Symbol	Definition
	CAUTION
	CAUTION – RISK OF ELECTRIC SHOCK
	IMPORTANT
	READ THE MANUAL

Symbol	Definition
	Equipment Grounding Conductor Symbol
	Phase Symbol
	Alternating Current Supply Symbol
	DC Current

Wiring

Tritium recommends the use of copper cables. Take care to observe local regulations regarding wiring different circuits in the same conduit, including the Ethernet link if used.

In general, all conductors occupying the same conduit must have an insulation rating equal to at least the maximum circuit voltage applied to any conductor within the conduit. Liaise with the local authorities to ensure local regulations are met.

1.4 Electromagnetic compatibility

1.4.1 USA

The PKM150 has been tested and found to comply with the limits for a Class A digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference in which case the user will be required to correct the interference at his own expense.

Changes or modifications not expressly approved by Tritium DCFC could void the user's authority to operate the equipment.

1.4.2 Canada

The PKM150 contains licence-exempt transmitters/receivers that comply with Innovation, Science and Economic Development Canada's licence-exempt RSSs. Operation is subject to the following two conditions:

1. This device may not cause interference.
2. This device must accept any interference, including interference that may cause undesired operation of the device.

L'émetteur/récepteur exempt de licence contenu dans le present appareil est conforme aux CNR d'Innovation, Sciences et Développement économique Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes:

1. L'appareil ne doit pas produire de brouillage;
2. L'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

Changes or modifications not expressly approved by Tritium DCFC could void the user's authority to operate the equipment.

1.4.3 Other regions

The PKM150 has been tested to and complies with IEC 61851-21-2 – EMC requirements for off board electric vehicle charging systems.

Caution: This equipment is not intended for use in residential environments and may not provide adequate protection to radio reception in such environments.

1.4.4 Radio frequency exposure

- The PKM150 complies with the general population/uncontrolled exposure limits of FCC Part 1.1310.
- The PKM150 complies with the general public/uncontrolled environment limits of RSS-102.
- The PKM150 complies with the applicable exposure limits of EN 62311.
- The PKM150 complies with the general public exposure limits of ARPANSA RPS S-1.

Transmitter	Minimum separation distance
EG25-G radio modem LTE-FDD: B1, B2, B3, B4, B5, B7, B8, B12, B13, B18, B19, B20, B25, B26, B28 LTE-TDD: B38, B39, B40, B41 WCDMA: B1, B2, B4, B5, B6, B8, B19 GSM: B2, B3, B5, B8	20 cm from antenna
Payter credit card reader 13.56 MHz RFID	0 cm from contact surface
TRI153-28 13.56 MHz RFID	0 cm from contact surface
Ingenico credit card reader 13.56 MHz RFID	0 cm from contact surface

1.5 References

- CHK.2834_Radio Frequency (RF) Site Survey Requirements and Checklist
- TRI155.INS.1968 PKM150 Piping and Cabling
- TRI155.FSP.1970 PKMCS - General Interior Maintenance/ RMA Installation
- ENG.001- Veefil OCPP 1.6 Firewall Requirements
- TRI153.FSP.2927 Replace the CU Modem
- INS.013 Tritium OCPP 1.6J Client Documentation
- DOC.1653 Veefil-RT Options for Site Power Management

2 Save these instructions

This manual contains important instructions for PKMCS that shall be followed during installation, operation, and maintenance of the unit:

CAUTION

Installation MUST NOT be made in Hazardous Areas as defined by local legislation/standards.

These include: (but not limited to)

USA – UL 2202: 2012

Installation shall not be made in a commercial Garage (Repair Facility), closer than 6m (20ft) to an outdoor combustion fuel dispensing device or Hazardous areas as defined by local legislation.

UK – RC59 Ver.2: 2023 – Fire Safety When Charging Electric Vehicles

Where hazardous installations, such as ignitable liquids storage, are present, EV charging points should be separated from the edge of hazardous areas (Zone 1 or 2, ATEX) by a minimum of 10 metres. This minimum separation distance shall be extended for vehicles >5 metres long, to be equivalent to the full length of the vehicle, plus 5 metres.

Singapore – TR25-1: 2022

EVCS shall be installed outside any hazardous zones where flammable/combustible gas may be present. Where necessary or in doubt, the fire agency shall be consulted.

2.1.1 Charger access

The following equipment applies to locations with non-restricted access as defined in:

- IEC 61851-1: 2017
- IEC 61439-7: 2022
- TR25-1: 2022

2.1.2 Electrical input

The PKMCS is supplied with DC by the PKM150RU:

- Maximum continuous input power (Kw): 156 (@950VDC)
- Maximum continuous input current (A): 170

2.1.3 Regional specific installation requirements

Liaise with local authorities to ensure that any national, regional, and local regulations are obeyed in the country of installation.

These include (but are not limited to):

- ANSI/NFPA 70 – National Electrical Code (North America)
- LA DBS – LAMC: Los Angeles Municipal Code
- BS 7671 – IET Wiring Regulations

2.1.4 Isolation

250A DC Isolator switch with shunt operation:

Device	CID	MPN	CE/UL	Location
DC Isolator Switch	18890	ZJBENY (BDH-250)	CE	RU
	20117	ZJBENY (BDH-250-U-MF)	UL	RU
OCPD Fuse	18328	EATON (PV-250ANH2)	CE/UL	RU
SPD	19486	NVENT ERICO (PVT21000R)	CE/UL	CS
SPD Fuse	18720	EATON (PV-125ANH1-B)	CE/UL	CS

2.1.5 Bonding/grounding instructions

This charger must be connected to a grounded, metal, permanent wiring system. An equipment-grounding conductor must be run with circuit conductors and connected to the equipment-grounding terminal or lead on the electric vehicle charger.

Connections to the PKMCS charger must comply with all local codes and ordinances.

Observe all pertinent national, regional, and local safety laws and regulations when installing and commissioning the PKMCS charger.

2.1.6 Tightening torque

Wire	Torque
DC+	30 Nm
DC-	
Earth	20 Nm

2.1.7 Weather rating

IP65 & NEMA 3R Electronics Enclosure

2.1.8 Usage limitations

Cord extension sets or second cable assemblies must not be used in addition to the cable assembly for the connection of the vehicle to the charger.

Adaptors must not be used to connect a vehicle connector to a vehicle inlet.

CAUTION

This product can expose workers to chemicals including Ethylene Glycol, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to:

- *https://www.cdc.gov/niosh/topics/ethylene-glycol/default.html*
- *https://www.p65warnings.ca.gov/*

3 Moving and storage instructions

Read these instructions carefully to become familiar with the PKMCS packaging and handling procedures prior to unpacking and installation.

In all cases, the PKMCS must be transported to the installation site in its original packaging and only unpacked at the installation site.

Installation, commissioning, and servicing of the PKMCS should only be carried out by qualified personnel.

3.1.1 Materials

The PKMCS charger is transported in a reinforced crate. Please respect the environment and recycle/reuse the materials.

3.1.2 Storage

Store in the original packaging, in a horizontal position.

Store in a dry location, protected from the weather (warehouse conditions).

3.1.3 Storage temperature

-35°C to 70°C (-31° to 158°F)

3.1.4 Handling

Only lift the PKMCS packaging in its horizontal orientation using a forklift, pallet jack, or with lifting straps and forklift or crane. Check the weight on the delivery documents and ensure the lifting apparatus used is compatible.

3.1.5 Receipt

Check that the crate packaging is in good condition and that the PKMCS is not damaged.

If any problems are noted, make a formal complaint to the carrier and notify your supplier.

3.1.6 Shipping/Storage dimensions

Packed crate weight

Up to 415kg (915lbs)

Crate size

In mm: (Metric)

- 1190 (W) x 2135 (L) x 685 (H)

In inches: (Imperial)

- 46.85 (W) x 84.05 (L) x 26.96 (H)

PKMCS weight

Up to 335kg (739lbs)

	PKM 150kW CS	PKM 100kW CS	PKM 075kW CS	PKM 050kW CS
Weight	Up to 335kg	Up to 298kg	Up to 280kg	Up to 262kg

4 Site Configuration

4.1.1 Structural/Geographic Site Survey

A qualified engineer must survey the installation site to determine the correct ground preparation for the size and weight of the PKMCS charger, in accordance with local regulations.

The PKMCS charger is best installed following the recommended site configuration requirements.

Additional considerations need to be observed when placing the charger in an outdoor environment. To ensure charger functionality, it is recommended the charger be installed in a shaded environment. However, where the local environment reaches temperatures over 50°C (122°F), the charger must be installed in a shaded environment as this may impact the warranty.

4.1.2 Grid Quality Survey

It is highly recommended that a Grid Quality survey be performed before installation.

A poor-quality grid can cause the charger functionality to be diminished and in a worst case, damage the charger which will void warranty. Some regional standards/recommendations may include:

Generic – IEEE 519: 2022 (Applicable where there is no regional specific standard)

Standard for Harmonic Control in Electric Power Systems

UK – ENA G5-5: 2020

Harmonic voltage distortion and the connection of harmonic sources and/or resonant plant to transmission systems and distribution networks in the United Kingdom

Europe - EN 50160: 2022

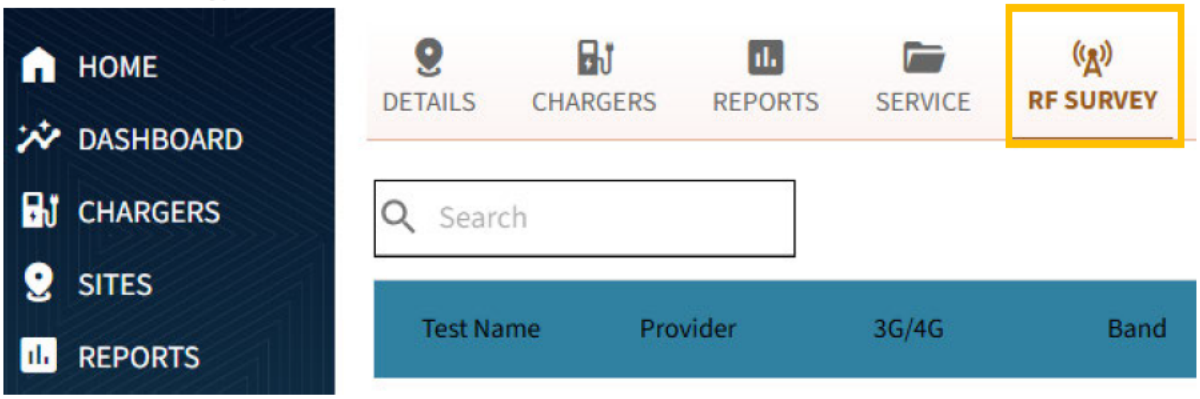
Voltage Characteristics of Electricity Supplied by Public Electricity Networks

4.1.3 RF Site Survey

It is a requirement for a qualified Radio/RF/EMC engineer to perform an RF survey of the site across the full 3G and 4G/4.5G frequency spectrum prior to installation.

This will help determine if there is sufficient signal strength for the applicable regional bands and identify any potential interfering signals at the site.

For guidance on how to obtain and apply the Site Survey results to Tritium Chargers, go to *MyTritium* (*SITES > select a site > RF Survey).*



4.1.4 Ground fixing

The PKMCS charger is to be fixed to the ground through the baseplate fixing holes with 4x M16 fasteners. Fasteners are not supplied, because the type required depends on the foundation used and must be chosen by the installer accordingly.

The fasteners should fix the PKMCS charger securely to the foundation through the baseplate in accordance with the dimensions and fixing points shown in the *Baseplate dimensions* section.

Note: Keep the plastic inserts from the bolts for use in the baseplate holes.

4.1.5 Conduit requirement

Up to Ø110mm (4”) OD conduit maximum. Ø50 (2”) conduit standard. Refer to the document *TRI155.INS.1968 PKM150 Piping and Cabling* for guidance on conduit sizing.

4.1.6 Foundation requirements

The foundation must be flat, even, and have the appropriate density for the weight of the charger.

Check the flatness and level of the foundation and level of the PKMCS charger baseplate prior to fixing.

IMPORTANT

The charger base plate is not designed to sit on stand-offs. Using stand-offs reduces the contact surface for the load distribution and can create local stress concentration that has not been considered in the product design. Ensure the foundation provides a flat and level surface large enough to suit the charger footprint.

In situations where sites provide inadequate installation conditions, a Civil Engineering service provider should be engaged to propose an adequate solution for creating a flat mounting surface that supports the weight of the charger.

4.1.7 Communications

Wired ethernet or 3G/4G network capability.

4.1.8 Power supply

The PKMCS charger is designed to accommodate input wiring from either an underground foundation or above ground.

4.1.9 High power input wiring

High power input wiring can only be provided to the charger as individual wires to suit the gland plate.

- 2x M40, Ø19-28mm (3/4"-1.1" for DC+ and DC-
- 1x M32, Ø13-18mm, (1/2"-0.7"), for earth

Refer to the document *TRI155.INS.1968 PKM150 Piping and Cabling* for guidance on cable selection.

4.1.10 Auxiliary field wiring

The auxiliary field wire must be a single multi-conductor cable Ø6-13mm (0.23”-1/2”), to suit the supplied M25 cable gland.

CAUTION

It is critical to product safety and warranty that IP65 is achieved for all input wiring.

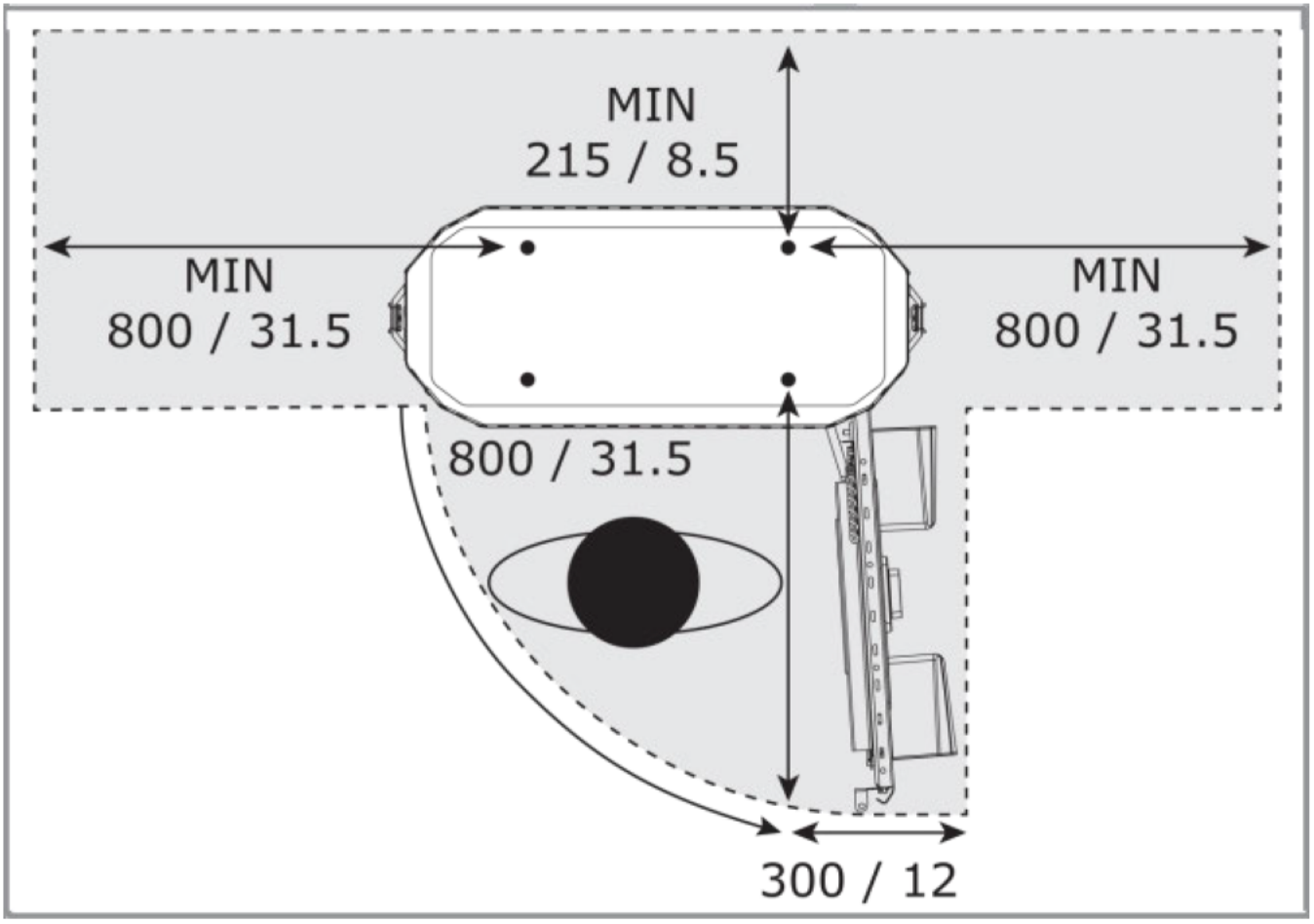
To continue to achieve the IP65 rating the power cabling must be fitted correctly into the conduit and the conduit sufficiently sealed so no water or debris can enter.

4.2 Servicing distance

CAUTION

Additional space is required around the PKMCS charger for servicing, as shown in the following image. Measurements are from the PKMCS foundation points.

Note: The grey areas shown in the image must be kept clear of all obstructions. This allows the charger to be serviced and provides clearance when the front door of the charger is opened:



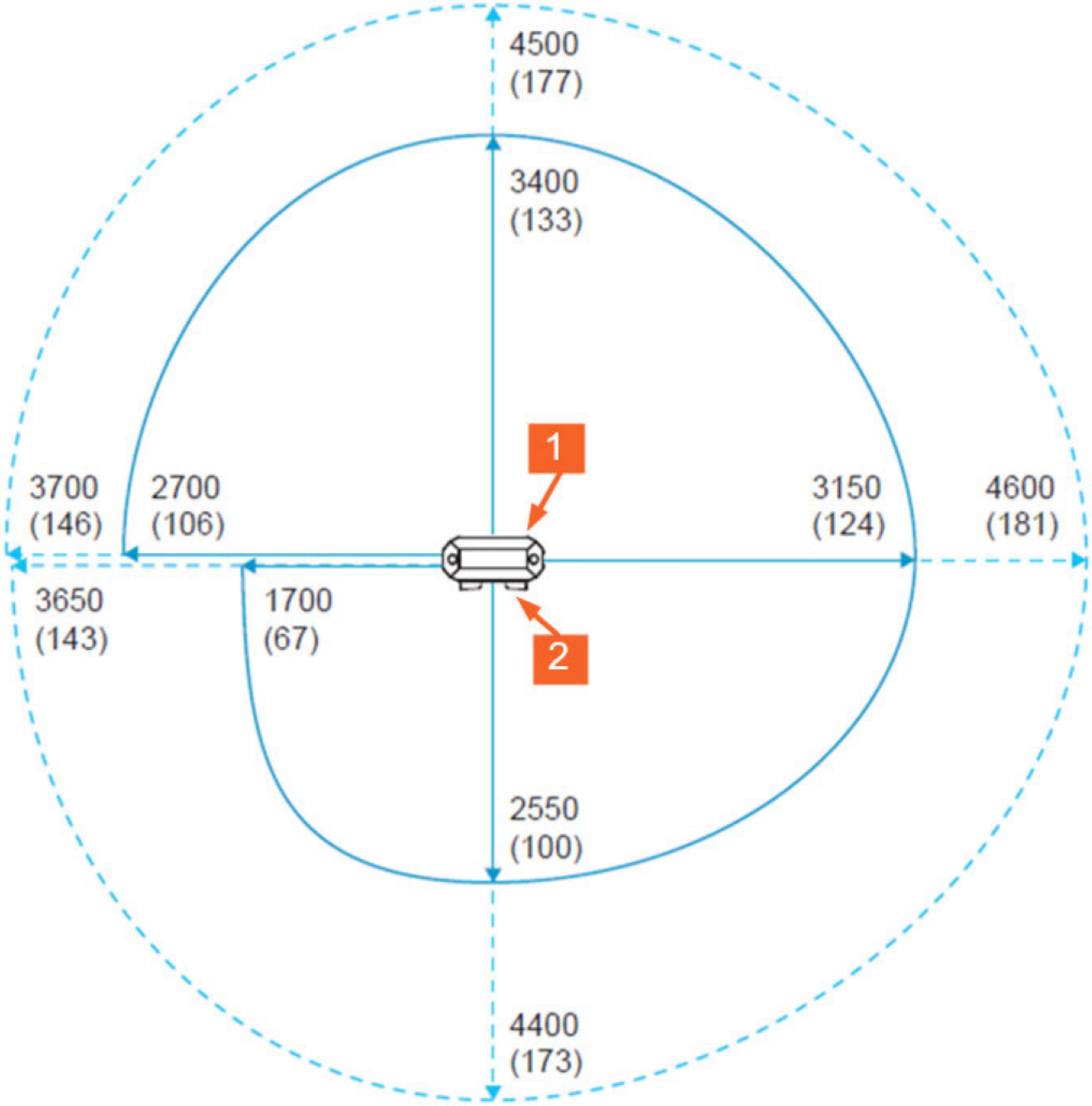
Front of charger

Key	Description
	Keep clear area
MIN	Minimum

Note: Do not scale drawing. Dimensions in mm / inches.

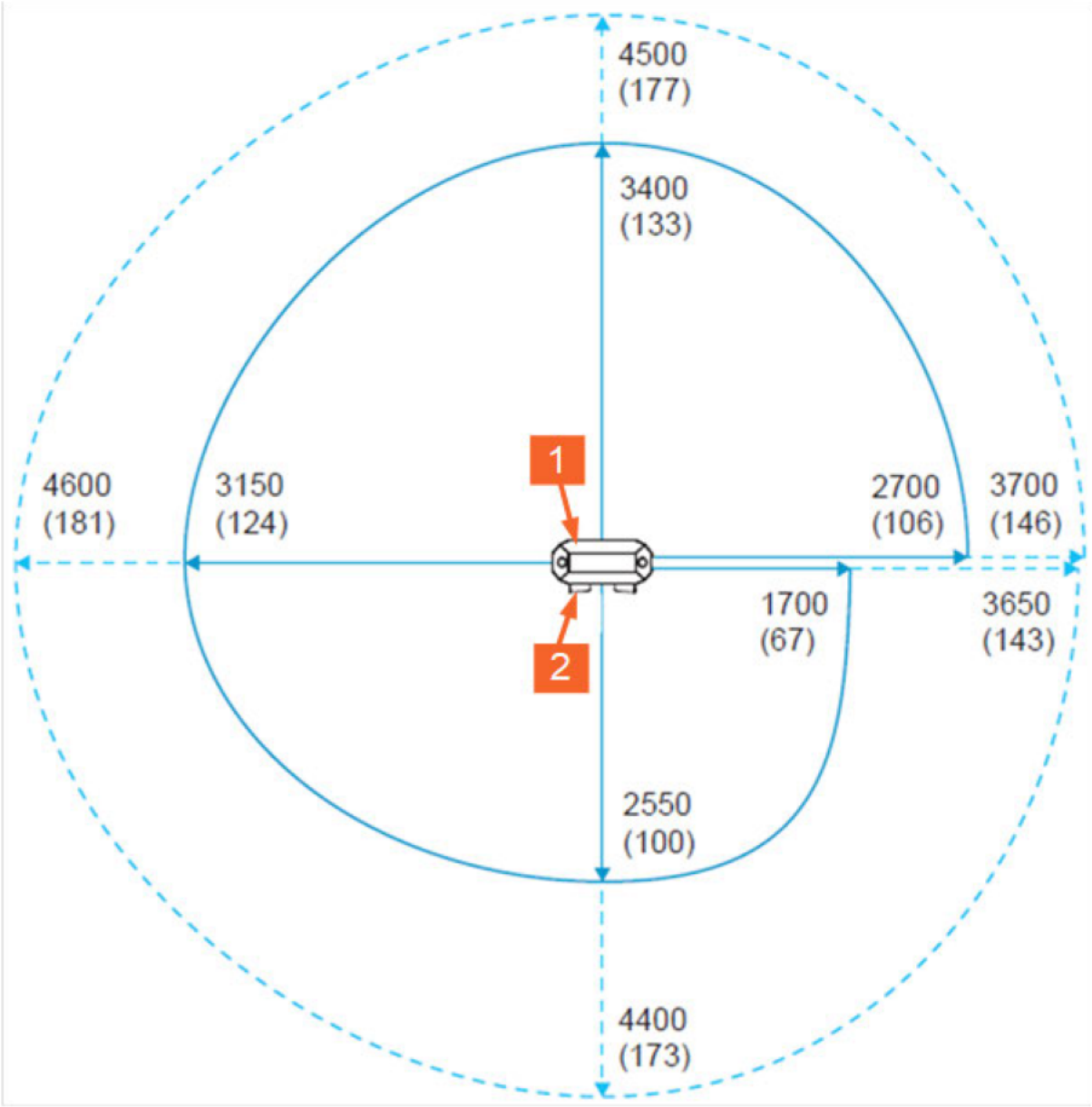
4.3 Cable reach

4.3.1 Right side cable reach



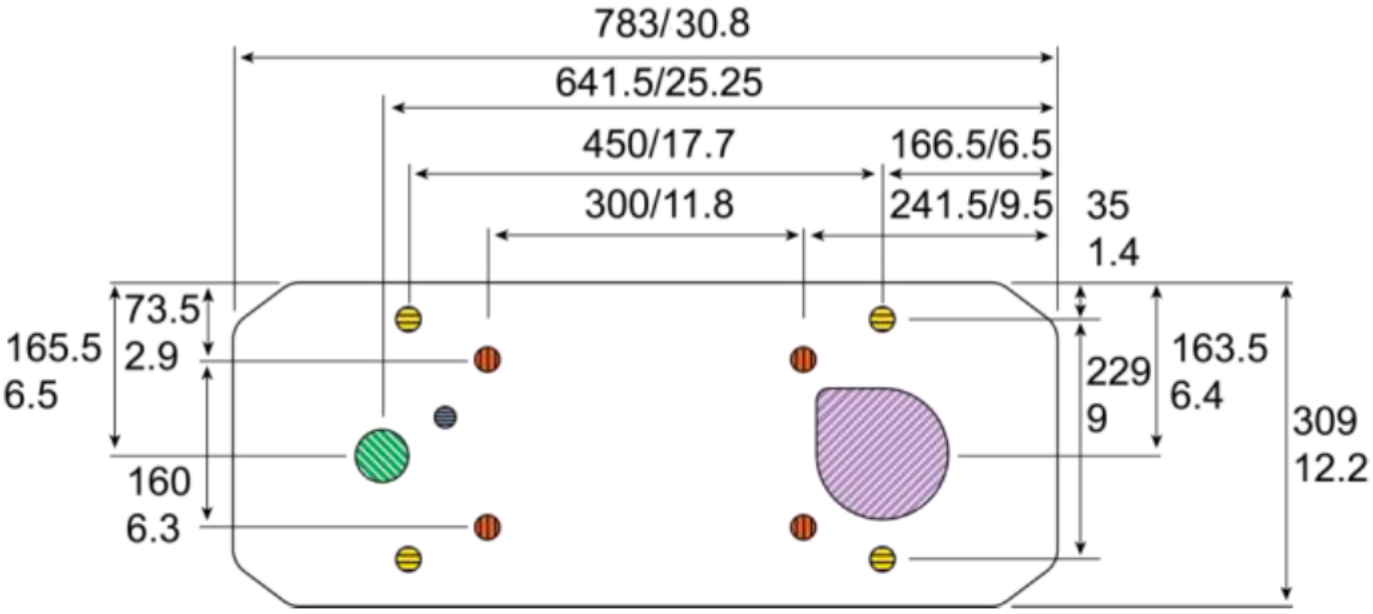
Key	Description
1	Back
2	Front

4.3.2 Left side cable reach



Key	Description
1	Back
2	Front
——	3.6 m (11.8 ft) Cable without management
----	6 m (19.6 ft) Cable with management
Do not scale drawing. Dimensions in mm / inches.	

4.4 Baseplate dimensions



Front of charger

Key	
	125mm (5") Wiring in hole
	50mm (2") Grounding conductor hole
	20mm (0.78") Grounding conductor hole (Retro fit over Veefil-RT installation)
	Fixing point holes (Retro fit over Veefil-RT installation)
	Fixing point holes new installation
Note:	Do not scale drawing. Dimensions in mm / inches. Tritium can supply a mounting stencil at customer request that features measurements in mm and inches.

IMPORTANT

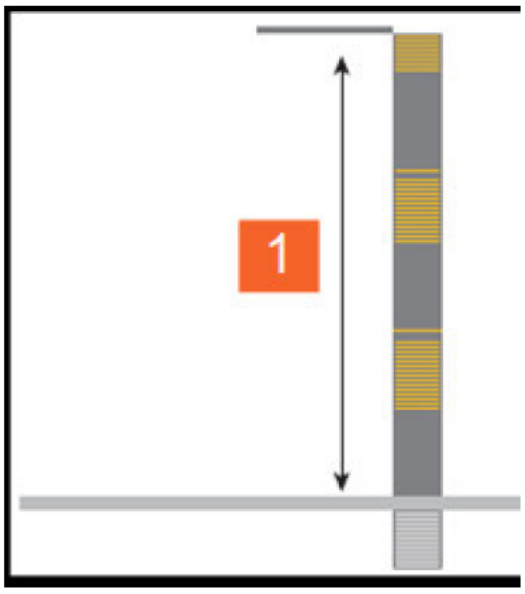
- Fixing point holes (shown in red) are only to be used when retrofitting over an existing Veefil-RT 50kW installation.
- If installing on an existing Veefil-RT foundation refer to the retrofit installation section.
- A lower wind load rating will apply in retrofit installation.

5 Site preparation

5.1 Underground wiring

Power supply preparation

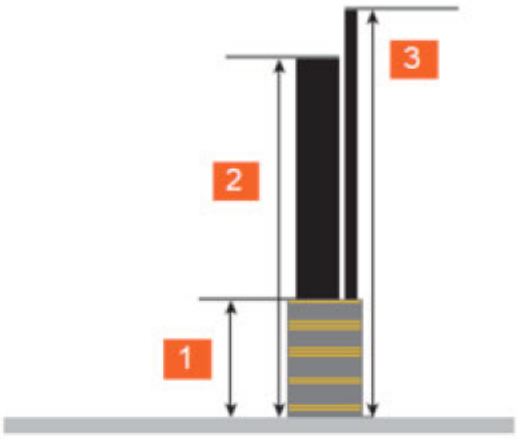
When preparing the foundation, allow approximately 1m (40”) of conduit and wiring from the foundation surface:



Key	Description
1	1 metre (40”)

Conduit and wire preparation

Cut the conduit 200mm (8") from the foundation surface. Cut the wiring as shown below:



Key	Description
1	Cut conduit 200mm (8”) from foundation
2	HP input ground ethernet 900mm (35.5”)
3	AUX field wiring 1000mm (40”)

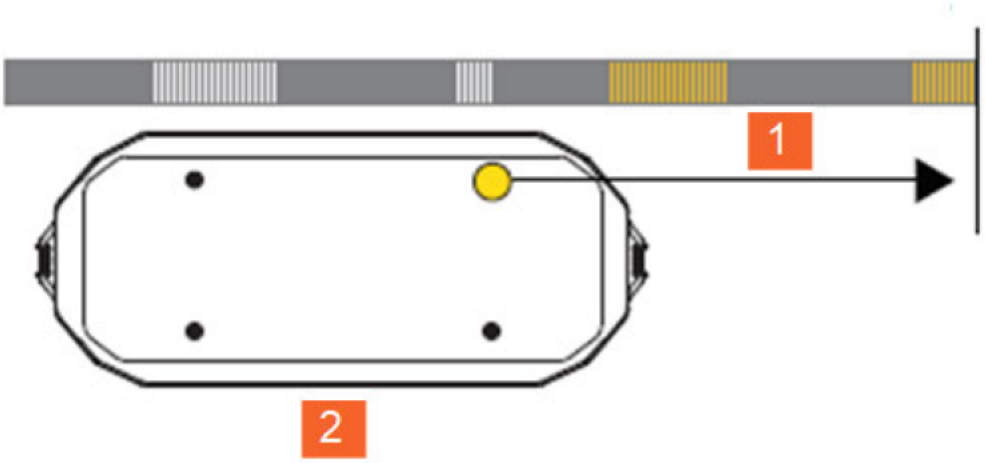
Note: Use expanding foam to fill in or around the conduit, to avoid it filling with water and debris.

5.2 Above ground wiring

Power supply preparation

Use 50mm (2") flexible conduit for providing power above ground.

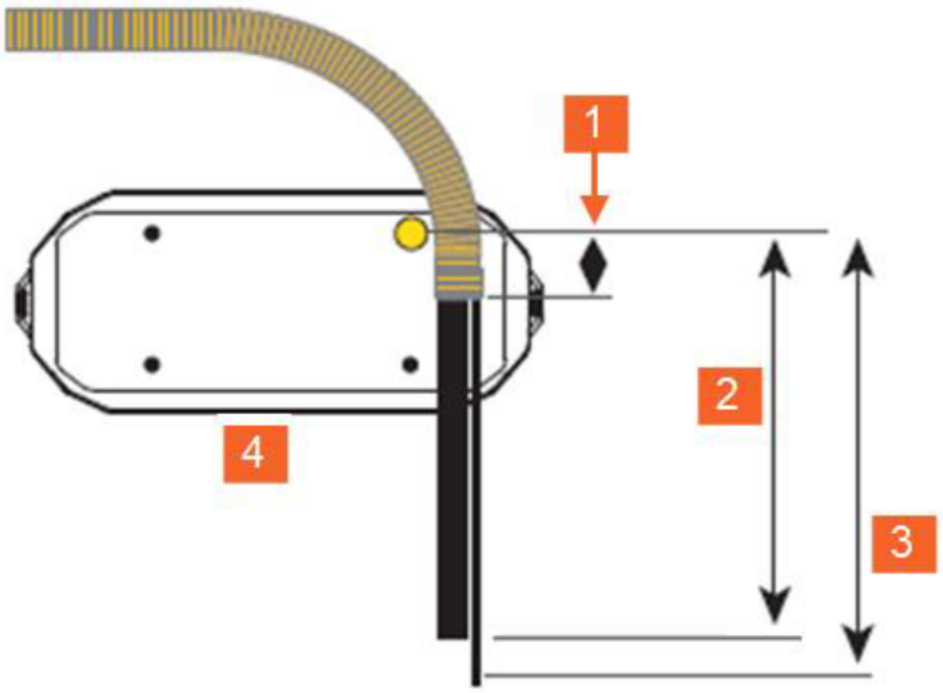
Leave a minimum of 1500mm (59”) of conduit and wiring from the right rear foundation hole. Prior to installation, the conduit and wiring will require trimming:



Key	Description
1	Minimum 1500mm (59”)
2	Front of charger

Conduit and wire preparation

Cut the conduit 100mm (4") from the right rear foundation hole. Cut the wiring as shown below:



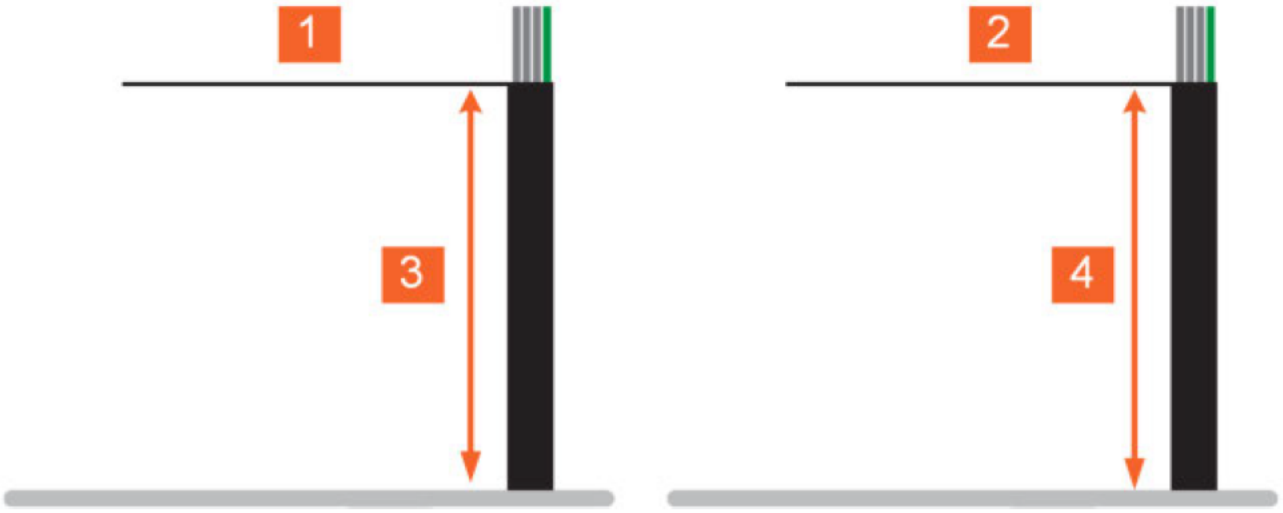
Key	Description
1	Cut conduit 100mm (4”) from foundation hole
2	HP input grounding ethernet 1000mm (40”)
3	AUX field wiring 1100mm (43.3”)
4	Front of charger

Note: Use expanding foam to fill in the conduit to avoid it filling with water and debris.

5.3 High Power (HP) input wiring

Prior to installation of the PKMCS, cut the wiring sheath as per the diagrams shown for underground and above ground wiring:

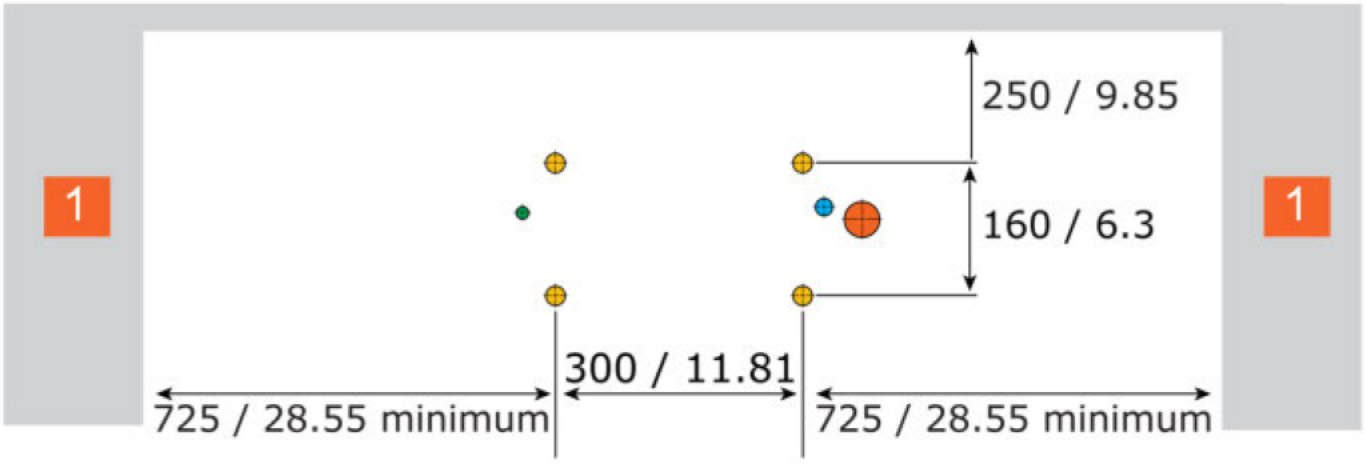
Note: Drawing is not to scale. Measure and cut on site.



Key	Description
1	Underground installation
2	Cut the wiring sheath 400mm (15.75") from foundation
3	Above ground installation
4	Cut the wiring sheath 480mm (19") from foundation

5.4 Veefil-RT retrofit

- If retrofitting the PKMCS onto a Veefil-RT site, you must change the foundation to suit the PKMCS charger and ensure the radiator is not damaged during installation.
- All cabling should be replaced.
- These instructions assume the Veefil-RT has been removed from the site, and the foundation has a protruding threaded rod to mount the PKMCS charger.
- If a different mounting system has been used, all minimum requirements must still be met, and the radiator shifted to gain access to the rear fixing points.
- If the dimension from the wall to the rear fixing points is smaller than 250mm (9.85”), the PKMCS should not be retrofitted onto the Veefil-RT foundation and the PKMCS installation instructions should be followed.

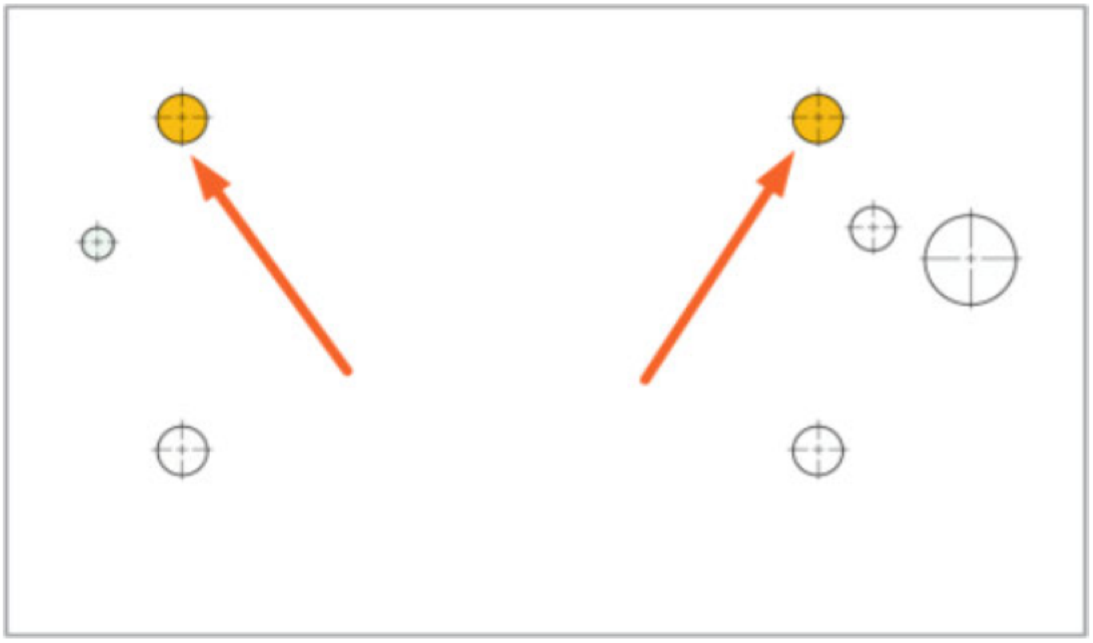
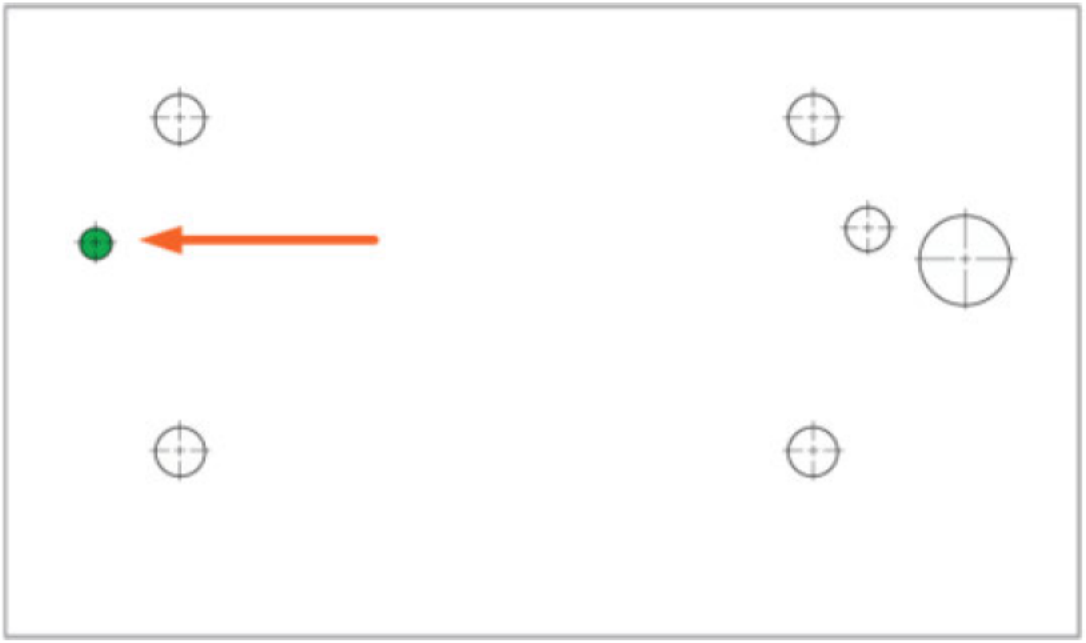


Veefil-RT Front

Key #	Description
1	Wall
	Power in conduit/cable
	Veefil-RT foundation fixing points
	Ethernet cable
	Grounding conductor
Note	All dimensions shown in mm/inches. Do not scale.

5.4.1 Adjustment of threaded rods

When using the existing threaded rods from a Veefil-RT for mounting to the foundation, additional clearance must be provided to the internal components in the bottom of the Veefil-PKMCS. The mounting rods shall be cut as follows:

Step	Action
1	Cut the rear threaded rods down to 30mm (1.2”) from the foundation surface. Alternatively, cut off all the threaded rods at foundation level and fix to the foundation through the PKMCS fixing point holes:  **Veefil-RT Front**
2	Cut the grounding rod down to 40mm (1.6") from the foundation surface:  **Veefil-RT Front**

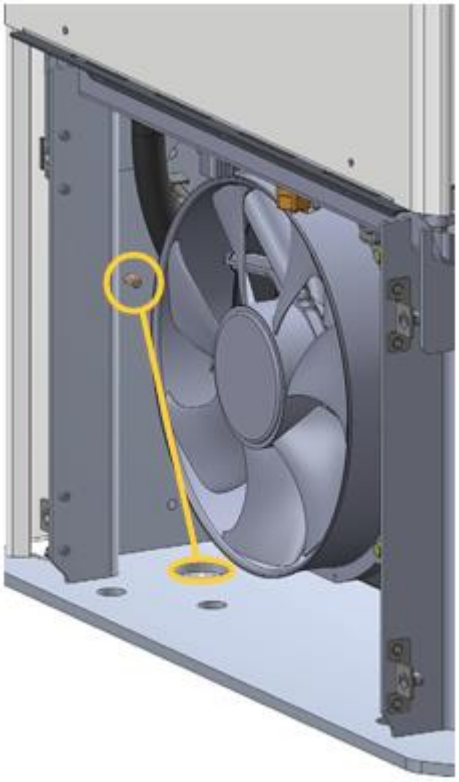
5.5 Local earth

This is a secondary point for connecting local earth to the chassis.

Attach the bandeizen or earth stake to the stud on the chassis. Follow local regulations regarding lightning protection and local earth bonding.

If retrofitting over a Veefil-RT site, the earth stake must be cut down to a maximum of 40mm (1.6") from the foundation surface to ensure it doesn't interfere with the radiator.

Note: This does not remove the need to attach the protective earth conductor at the charger input terminals.



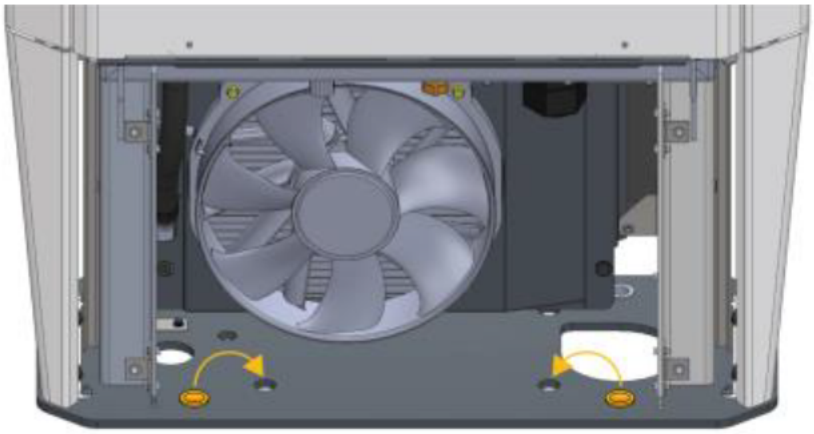
6 RMA installation

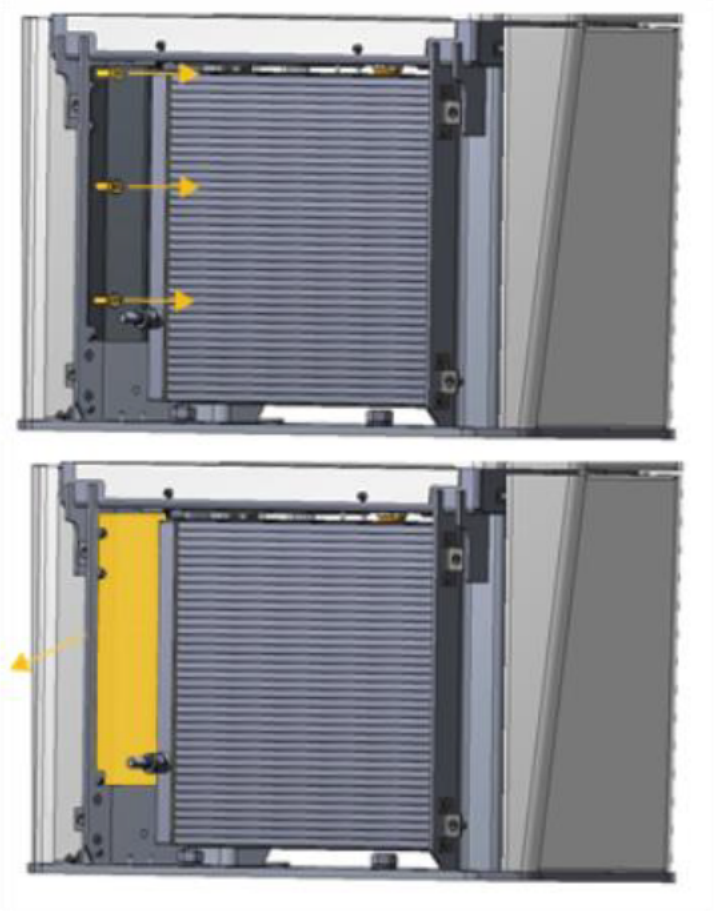
IF…	THEN…
the installation is due to a Return to Manufacturing Authority (RMA),	• print off and complete the procedure *TRI155.FSP.1970_PKMCS - General Interior Maintenance/ RMA Installation*. • Once you have completed *TRI155.FSP.1970_PKMCS - General Interior Maintenance/ RMA Installation*, return to this manual and continue onto the next topic below.
this is the initial installation,	• continue onto the next topic below.

7 Veefil-RT retrofit procedure

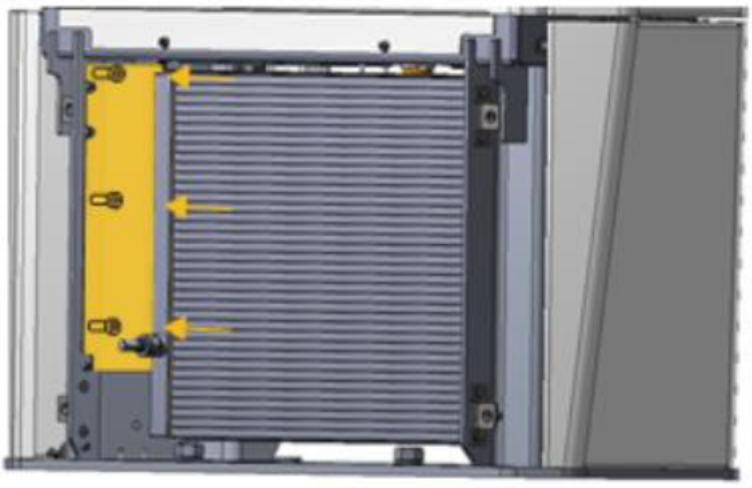
Installing an PKMCS over a Veefil-RT site requires temporarily moving the PKMCS radiator so that the fixing bolts at the bottom-rear of the charger can be accessed. Once the PKMCS is installed, return and secure the radiator to its original position.

The following steps take place when the PKMCS charger has been unpacked and the radiator panels removed, prior to installation:

Step	Action
1	Remove the plastic flanges from the PKMCS baseplate holes and put them into the RT holes on the baseplate, front and rear:  **PKMCS Front** **PKMCS Rear**

Step	Action
2	Remove the M6 flange bolt on the front-left base fixing point of the radiator:
3	A baffle plate is bolted onto the rear of the unit. Remove the 3x M5 bolts and the baffle: 

Step	Action
4	Remove the 2x M6 flange bolts from the rear of the radiator: **Note:** The radiator should still be connected to the unit at the front-left, upper fixing point. DO NOT remove.
5	Move the radiator base towards the front of the charger to gain access to the rear Veefil-RT fixing points. The PKMCS unit is now ready to mount onto the foundation following the standard procedure: After securing the charger to the foundation, remount the PKMCS radiator.

Step	Action
6	Return the radiator to its original position and fix it into place with the M6 flange bolts at the front and rear: **PKMCS Front** **PKMCS Rear**
7	Mount the baffle back into position and fasten with the 3x M5 bolts: 
8	Follow the *Site Preparation - Local Earth* section. The grounding rod requires trimming, and a longer wire may be required to reach the grounding stud.

8 Installation requirements and equipment

These instructions provide a systematic guide for installing and commissioning the PKMCS charger:

- The PKMCS charger must be installed and serviced by qualified electrical personnel.
- Observe all pertinent national, regional, and local safety regulations when you install and commission the PKMCS charger.
- The PKMCS charger has an IP65 electronics enclosure rating. However, because it must be opened for installation, this is best done in dry weather or under cover to avoid moisture or debris ingress.
- The PKMCS charger must be properly installed and assembled according to these instructions before it is used. Prior to installation, contact your supplier to organise commissioning information.

CAUTION

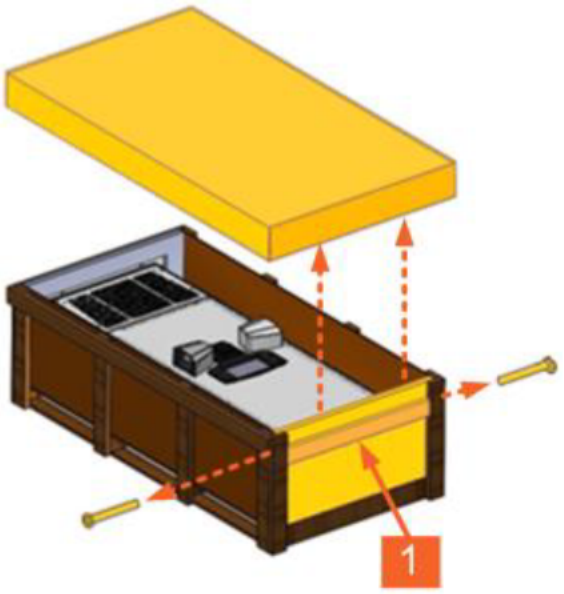
Do not work under suspended loads. Two people may be required, because the charger could swing.

Equipment supplied with PKMCS	Equipment required (not supplied)
• 5mm (0.2") pin hex tool • External Ethernet connector • M5 flange nuts x2 • M5x12 Socket head screws x2 • Warranty documentation	• Lifting apparatus. See *Moving and storage instructions* for weights. Ensure lifting apparatus is sufficiently rated. • 110mm (4") or 50mm (2") OD Conduit. • 1x M8 lug (earth) and 2x M10 lugs (DC+ and DC-) and crimping tool. • Bootlace ferrules 20AWG 0.5mm². Quantity dependent on field wiring requirements. Refer to the *Auxiliary field wiring* section. • 4x site specific fasteners. Fasteners are not supplied, because the type required depends on the foundation used and must be chosen by the installer accordingly. • Socket set and ratchet. • Torque wrench.

9 Unpacking

Document Key	Colour
Items shown in orange are parts that require action for that step.	

Step	Action
1	Open the crate: a. Move the crate as close to the prepared installation site as possible. b. Ensure there is enough room to manoeuvre the lifting apparatus. c. Remove the exterior packaging, straps, and cardboard lid. d. The crate end is secured with a batten screw each side. Remove the batten screws and slide out the crate end.

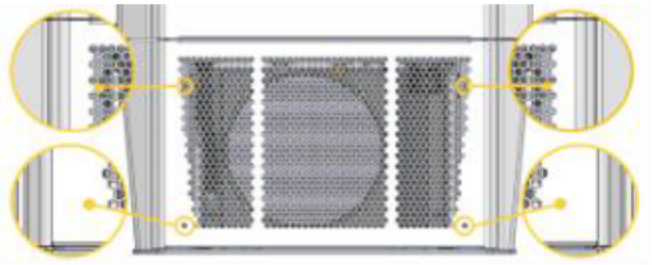
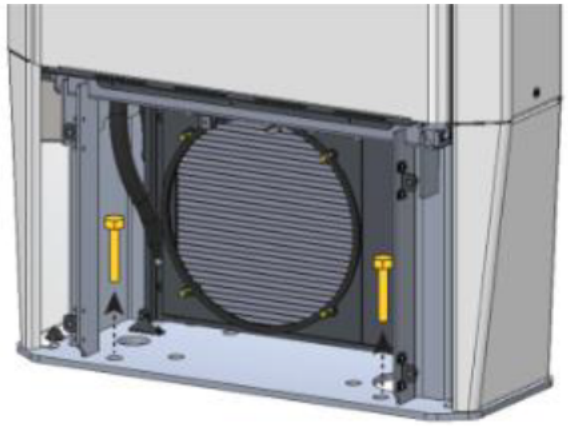


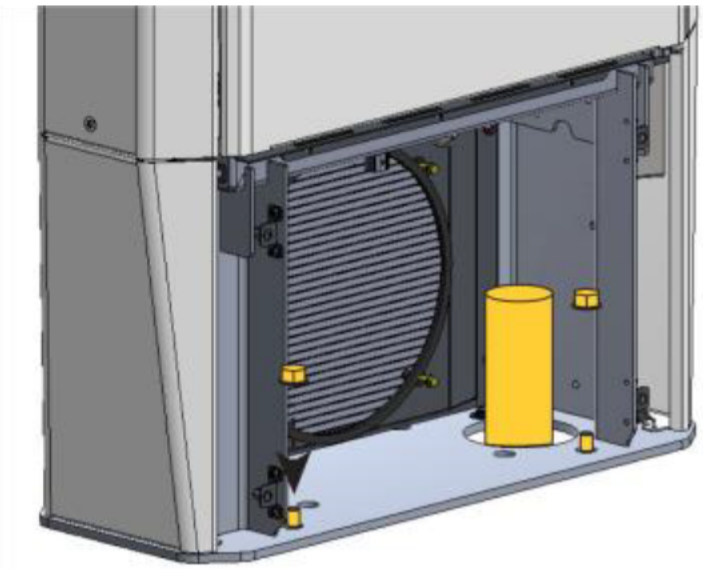
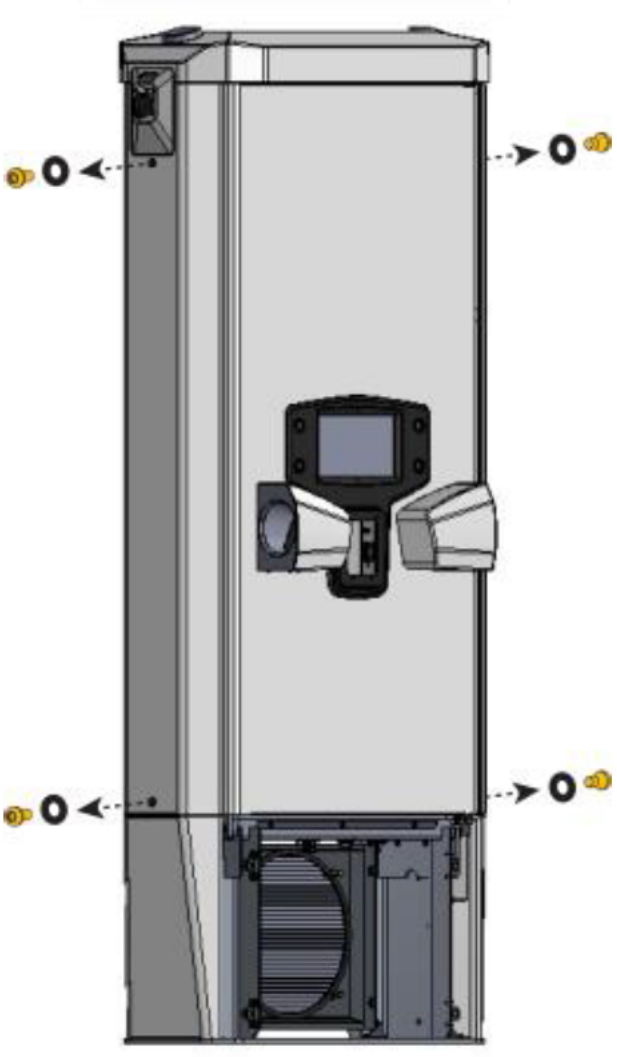
#	Description
1	Crate end with horizontal batten.

Step	Action
2	**CAUTION** Do not work under suspended loads. Two people may be required, because the charger could swing. a. Securely attach the lifting straps at the top of PKMCS to the lifting apparatus and gently raise to a standing position on the shipping baseplate: **Notes:** • Lifting may require two people as the charger could swing when suspended. • The PKMCS charger is 2030mm (80") tall on the shipping baseplate. b. When the charger is upright, remove all wrapping. c. Ensure the connection to the lifting apparatus is secure at all times. **CAUTION** Make sure the cable plugs are not sitting in the holsters to protect them from damage during installation. d. Place charging cables out of the way during installation to avoid damage.

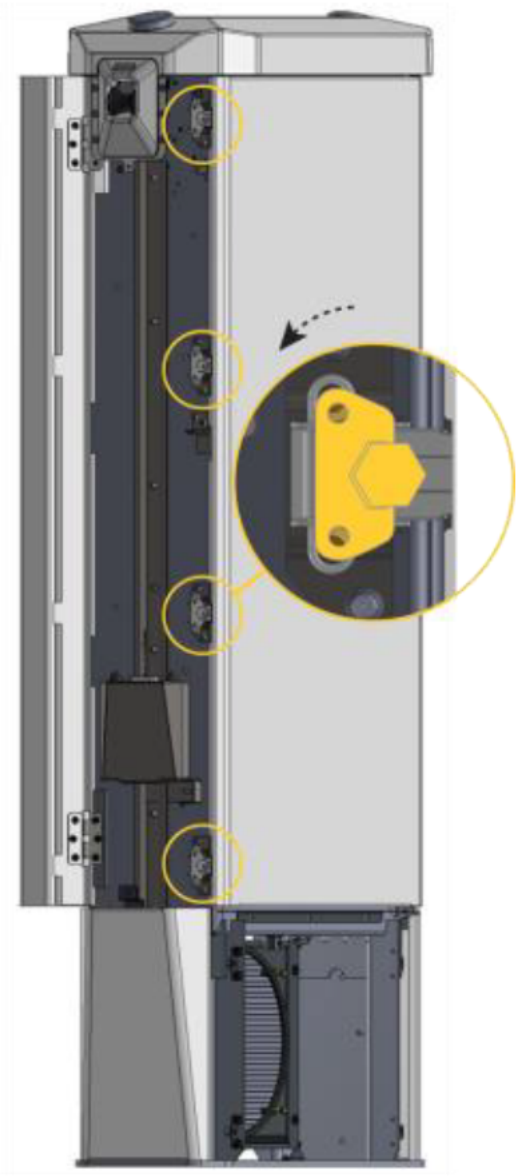
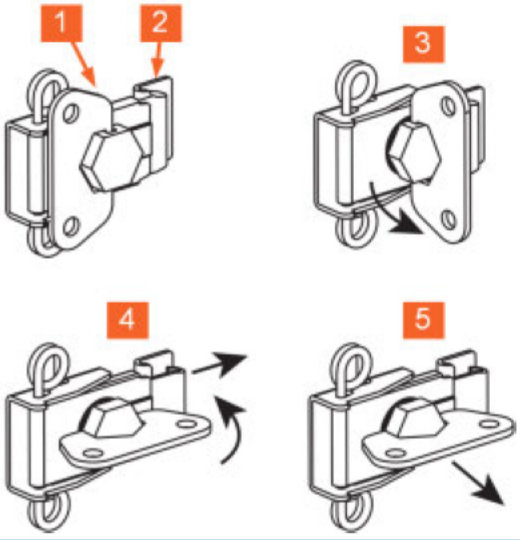
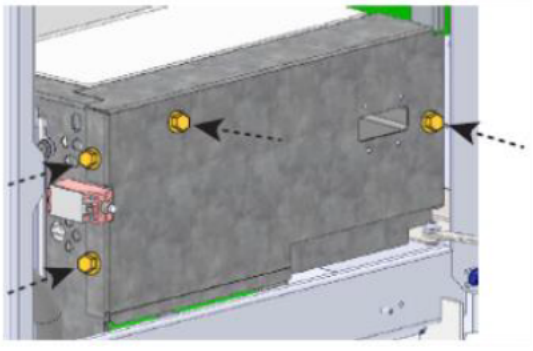
#	Description
1	Lifting straps
2	Shipping baseplate

9.1 Installation

<table>
<tr><th>Step</th><th>Action</th></tr>
<tr><td>1</td><td>Remove the radiator panels.
Fixing points for the front and rear radiator panels are located behind 4x hex holes as shown:
a. Use the 5mm (0.2") pin hex tool to unscrew the 4x security screws, which will disengage the radiator panels.
b. Pull the radiator panels forward to remove, and safely store.</td><td>  </td></tr>
<tr><td>2</td><td>Remove the shipping bolts.
a. Unscrew the 4x bolts from the shipping baseplate, located at the front and rear of the radiator.</td><td>  </td></tr>
<tr><td>3</td><td>Secure the unit to the foundation:
a. Review the sections Underground wiring and Above ground wiring in Site Preparation to ensure the correct wiring and conduit preparation.
b. Lift the PKMCS charger and place over the prepared foundation.
<table>
<tr><th>IF…</th><th>THEN…</th></tr>
<tr><td>wiring is provided from underground,</td><td>feed it through the power-in hole and secure the PKMCS charger to the foundation fixing points, (fasteners not supplied.)</td></tr>
<tr><td>the power is provided above ground,</td><td>secure the PKMCS charger to the foundation and proceed with the installation instructions.</td></tr>
</table>
Note: Use the plastic inserts in the holes of the baseplate.</td></tr>
</table>

Step	Action
	
4	**CAUTION** Opening the charger with the cable plugs sitting in the holsters will damage the plugs. a. Check that the cable plugs have been removed from the holsters. b. Remove the side panel security screws. **IF…** / **THEN…** the PKMCS has cable management, → do this for both side panels. there is no cable management, → open the left side panel only. c. Use the 5mm (0.2") pin hex tool to unscrew the 2x security screws on each side panel. d. Remove the security screws and washers.
	

Step	Action	
5	a. Open the hinged side panels: **IF…** / **THEN…** there is cable management, → open both side panels. there is no cable management, → open the left side only. b. Unhook the cable cord from the cut-out in the top of the side panel when opening.	

Step	Action	
6	Open the door.: 	a. The front door has 4x latches that seal the door to the enclosure. If a lock is fitted, unlock to unlatch. b. Starting with the two latches in the centre, follow the instructions shown for opening the latches. c. Once all latches are disengaged, open the hinged door. **Note:** Compressing the door seal assists in disengaging the latch from the hook. 
7	Remove the 4x M8 hex bolts and remove the escutcheon:	

#	Description
1	Latch
2	Hook
3	Flip the latch handle up
4	Turn the latch handle anti clockwise to slide the latch away from the hook
5	Pull the latch handle away from the latch to disengage from the hook.

10 Wiring in

CAUTION

It is critical to product safety and warranty that IP65 is achieved for all input wiring.

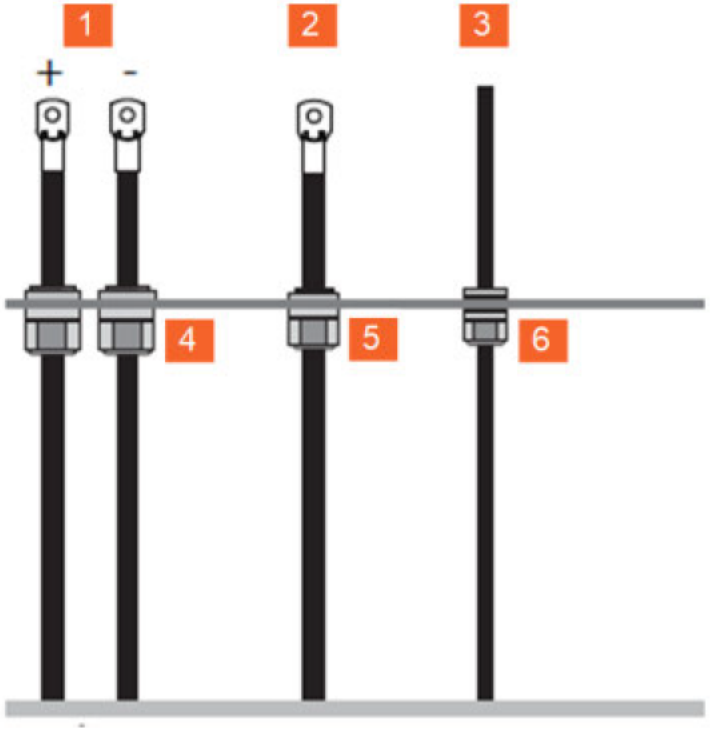
To continue to achieve the IP65 rating the power cabling must be fitted correctly into the conduit and the conduit sufficiently sealed so no water or debris can enter.

CAUTION

If using an auxiliary field wire, the wire must be a single multi-conductor cable Ø10-14mm (0.3"-1/2") to suit the M25 cable gland.

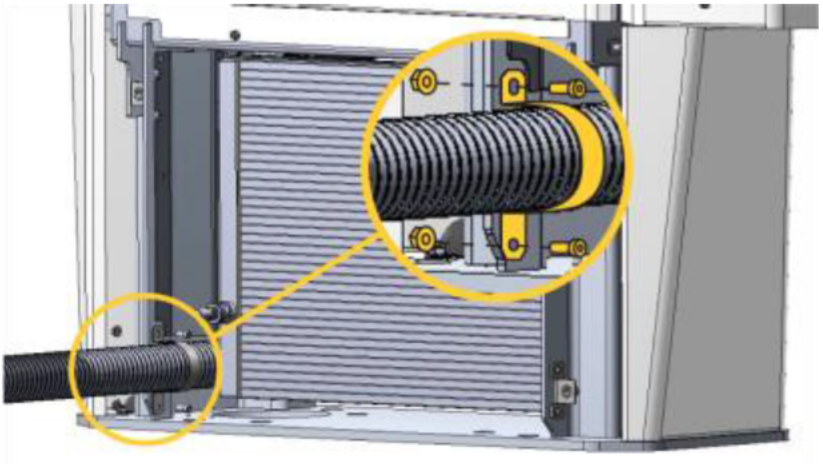
If the auxiliary wire is smaller than Ø10, the conduit installation must be used.

10.1 Underground

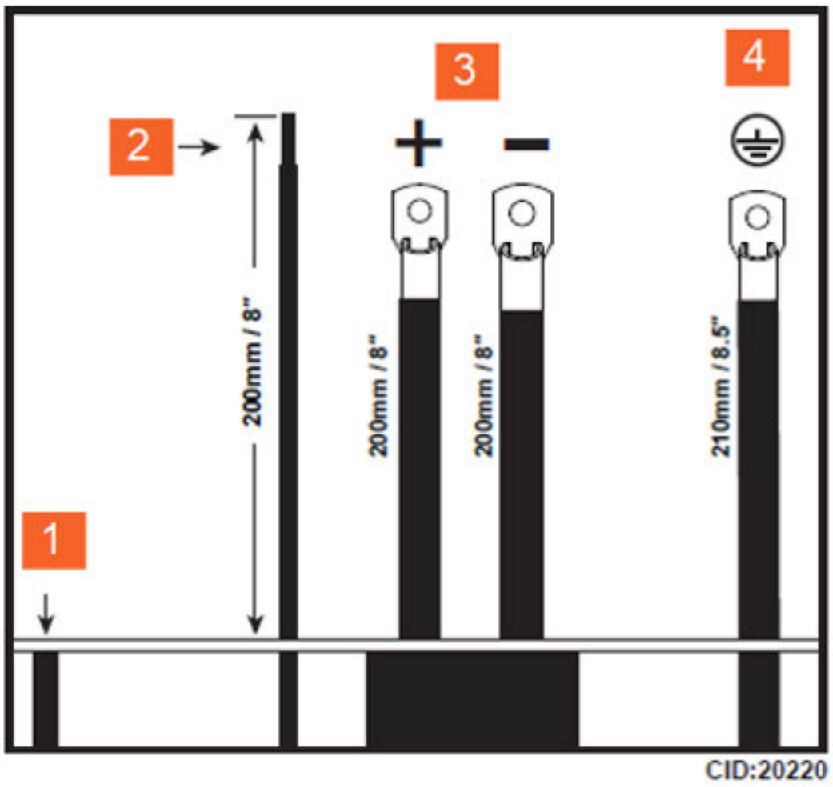
Step	Action
1	Prepare conduit and wiring as per section: *Site preparation - Underground wiring*. Trim lengths for wiring as per cable termination.
2	Loosen all cable glands and feed the appropriate wire through the gland: 
3	Ensure the cable is sitting correctly in the gland and tighten to ensure no water or debris can enter. If in doubt, use an appropriate outdoor rated sealant.
4	When the cable gland has been tightened, pull on the cable to ensure it doesn't slip.

Key #	Description
1	HP Input
2	Grounding
3	Auxiliary field wire
4	M40 cable gland
5	M32 cable gland
6	M25 cable gland

10.2 Above ground

Step	Action
1	When providing wiring above ground, all HP input, grounding, and auxiliary field wires are routed inside a flexible 50mm (2") conduit. Prepare conduit and wiring as per section *Site preparation - Above ground wiring*.
2	Trim lengths for wiring as per cable termination.
3	Ensure the correct length of conduit from the rear installation point. Fasten the 50mm (2") conduit to the rear-left side of the chassis using the supplied conduit clamp and M5 fasteners: 

11 Cable termination

<table>
<tr><th>Step</th><th>Action</th></tr>
<tr><td>1</td><td>Fix the HP Input wiring to the terminals with the supplied fasteners.
Note: The wiring in label is located on the inside of the left side panel.</td></tr>
<tr><td>2</td><td>For auxiliary field wiring termination go to the appropriate section in Auxiliary field wiring.</td></tr>
<tr><td>3</td><td>Use a torque wrench to tighten to the specified tightening torque. Apply a torque mark to the stud and nut. See below for details:
Cable preparation and termination
 

<table>
<tr><th>Wire</th><th>Cut length</th><th>Lug</th><th>Torque</th></tr>
<tr><td>DC+</td><td rowspan="2">200 mm (8")</td><td rowspan="2">M10</td><td rowspan="2">30 Nm</td></tr>
<tr><td>DC-</td></tr>
<tr><td>Earth</td><td>210 mm (8.5")</td><td>M8</td><td>20 Nm</td></tr>
<tr><td>Auxiliary</td><td>200 mm (8")</td><td>Bootlace Ferrule</td><td>Push in</td></tr>
</table></td></tr>
</table>

Step	Action

#	Action
1	Ethernet 1. Cut from foundation 2. Trim to suit connector 3. 600mm (23.5")
2	Auxiliary field wires 1. Cut from gland plate 2. Trim and fit bootlace ferrules
3	DC Input Terminals 1. Cut from gland plate 2. Trim and fit M10 lugs 3. Torque to 30Nm
4	Protective Earth wire 1. Cut from gland plate 2. Trim and fit M8 lug 3. Torque to 20Nm

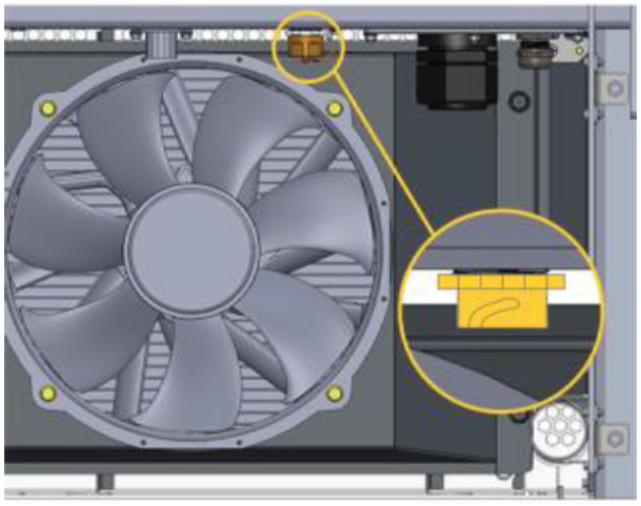
11.1 Ethernet port

CAUTION

It is critical to product safety and warranty that IP65 is achieved for all input wiring.
To continue to achieve the IP65 rating the power cabling must be fitted correctly into the conduit and the conduit sufficiently sealed so no water or debris can enter.

CAUTION

A Cat 6a shielded ethernet cable is required for high signal integrity. The shield must be earthed at the RU end because the shield will not be connected at the charger end.

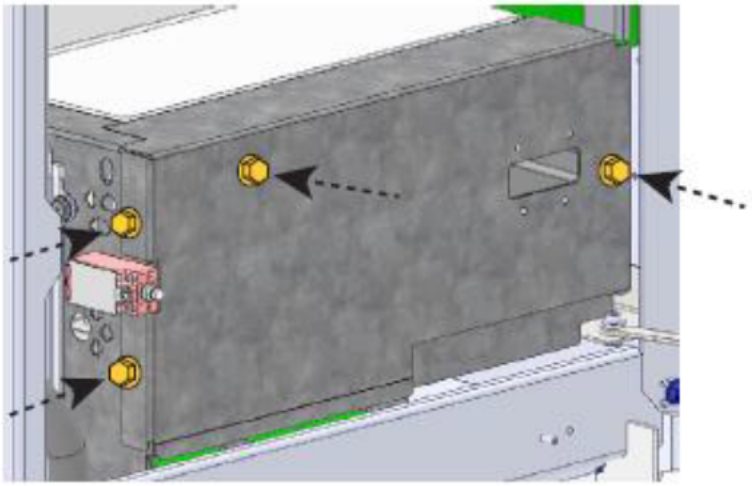
Step	Action
1	Ethernet connection between the CS and RU is required for correct operation. The ethernet port is situated under the front of the chassis. Remove the ethernet cap.
2	Use the supplied watertight ethernet adaptor to terminate the ethernet wire. **Note:** A Cat 6a shielded ethernet cable is recommended for high signal integrity. The shield should be earthed at the building end because the shield will not be connected at the charger end.
3	Fit the wire onto the ethernet port: 

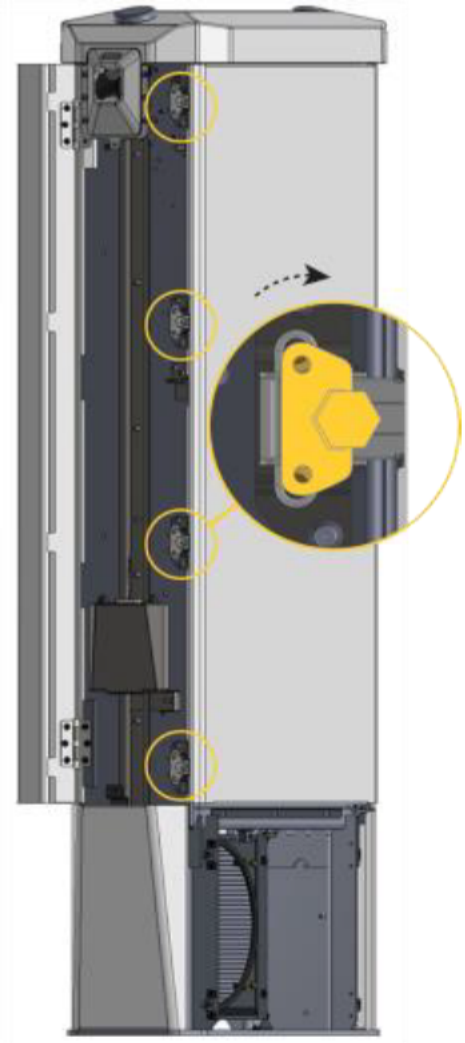
12 Closing instructions

CAUTION

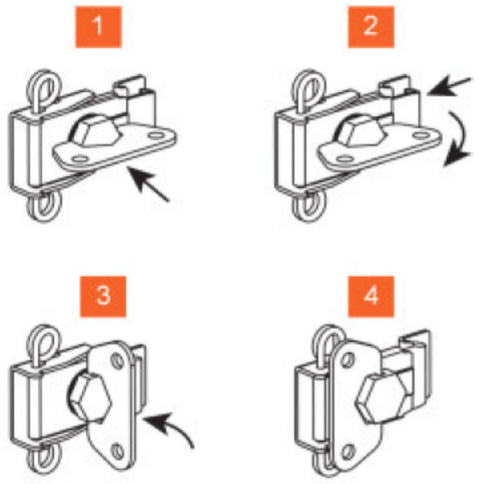
It is critical to product safety and warranty that IP65 is achieved for all input wiring.

To continue to achieve the IP65 rating the power cabling must be fitted correctly into the conduit and the conduit sufficiently sealed so no water or debris can enter.

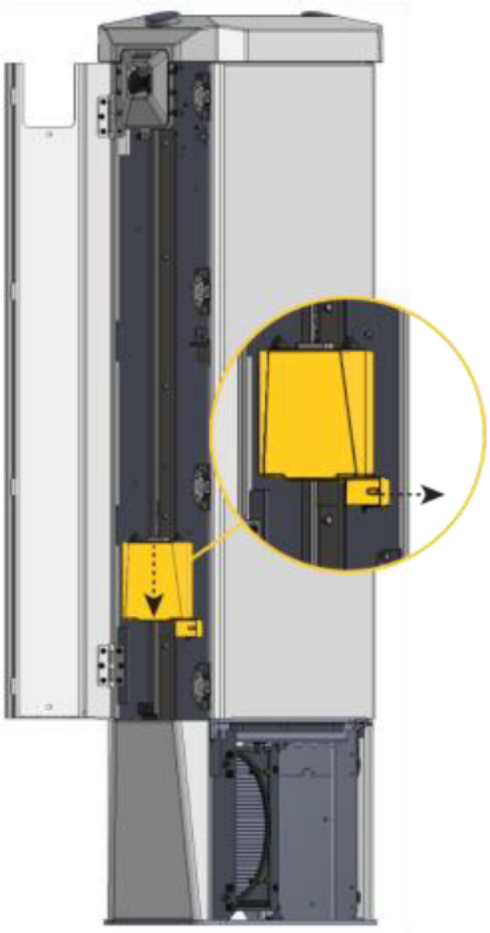
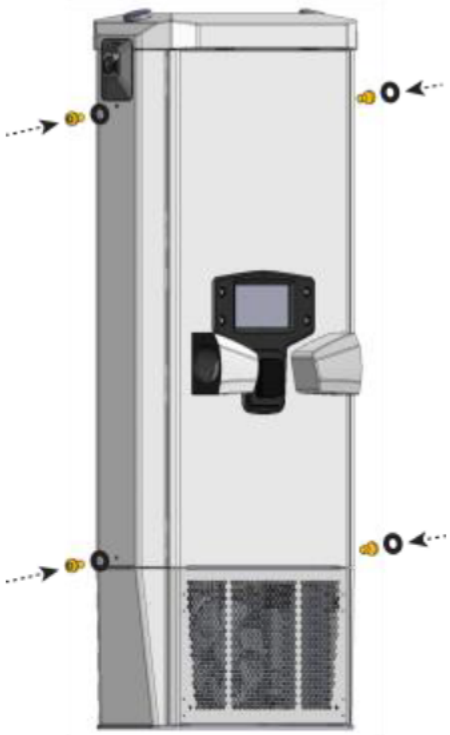
Step	Action
1	Carefully remove the lifting straps from the lifting devices.
2	Ensure the cable is sitting correctly in the gland and tighten to ensure no water or debris can enter. If in doubt, use an appropriate outdoor-rated sealant. When the cable gland has been tightened, pull on the cable to ensure it doesn't slip. Check all glands are tight and the cable doesn't slip.
3	Replace the escutcheon, and secure with 4x M8 hex bolts:  **CAUTION** If using a power drill to fasten the nuts, ensure the torque is set to no greater than 10Nm. If using a hand tool, fasten until resistance is felt. Do not overtighten.

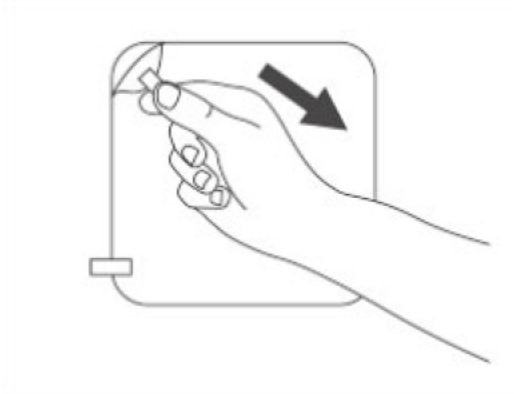
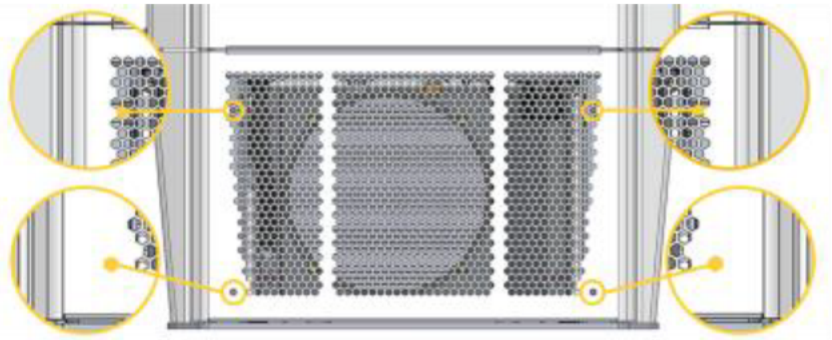
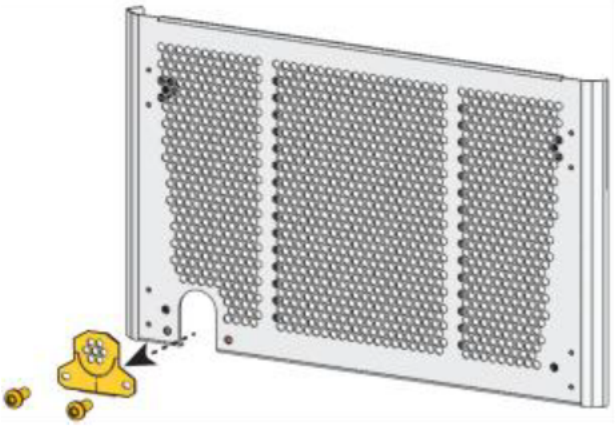
Step	Action
4	Close and seal the front door. The front door has 4x latches that seal the door to the enclosure: 

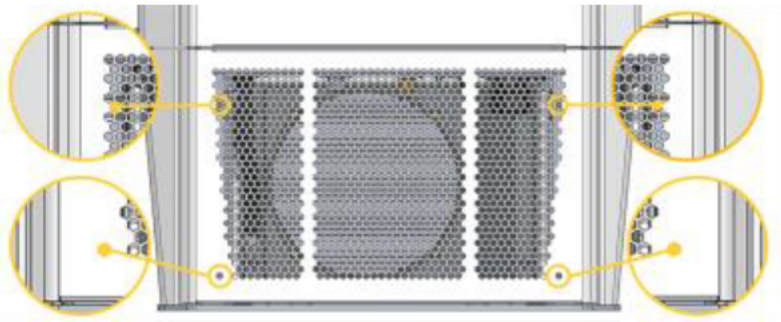
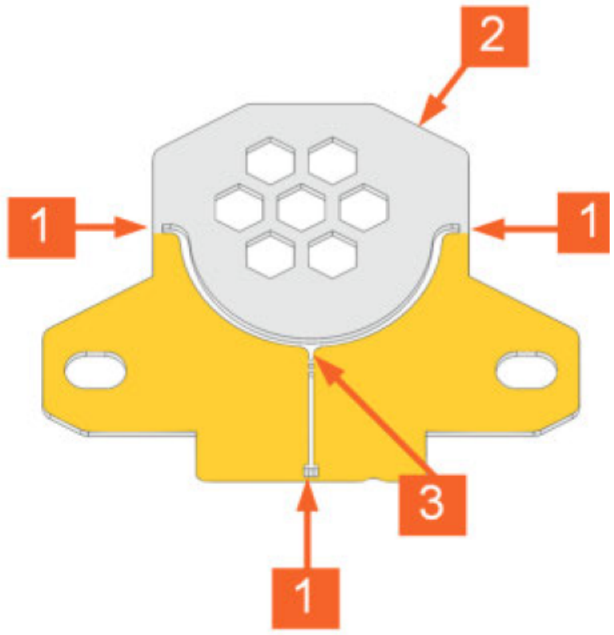
a. Check all latches are sitting inside the door edge.
b. Close central latches first.
c. Compressing the door seal assists in engaging the latch and hook.
d. Check all latches are hooked, closed, and the door seal is compressed.
e. If a lock was fitted, re-attach and lock.



#	Description
1	Check the latch is extended and push in to engage with the hook.
2	Turn the latch handle clockwise to slide the latch inwards. Check the hook is engaged.
3	Flip the handle down.
4	Latch closed.

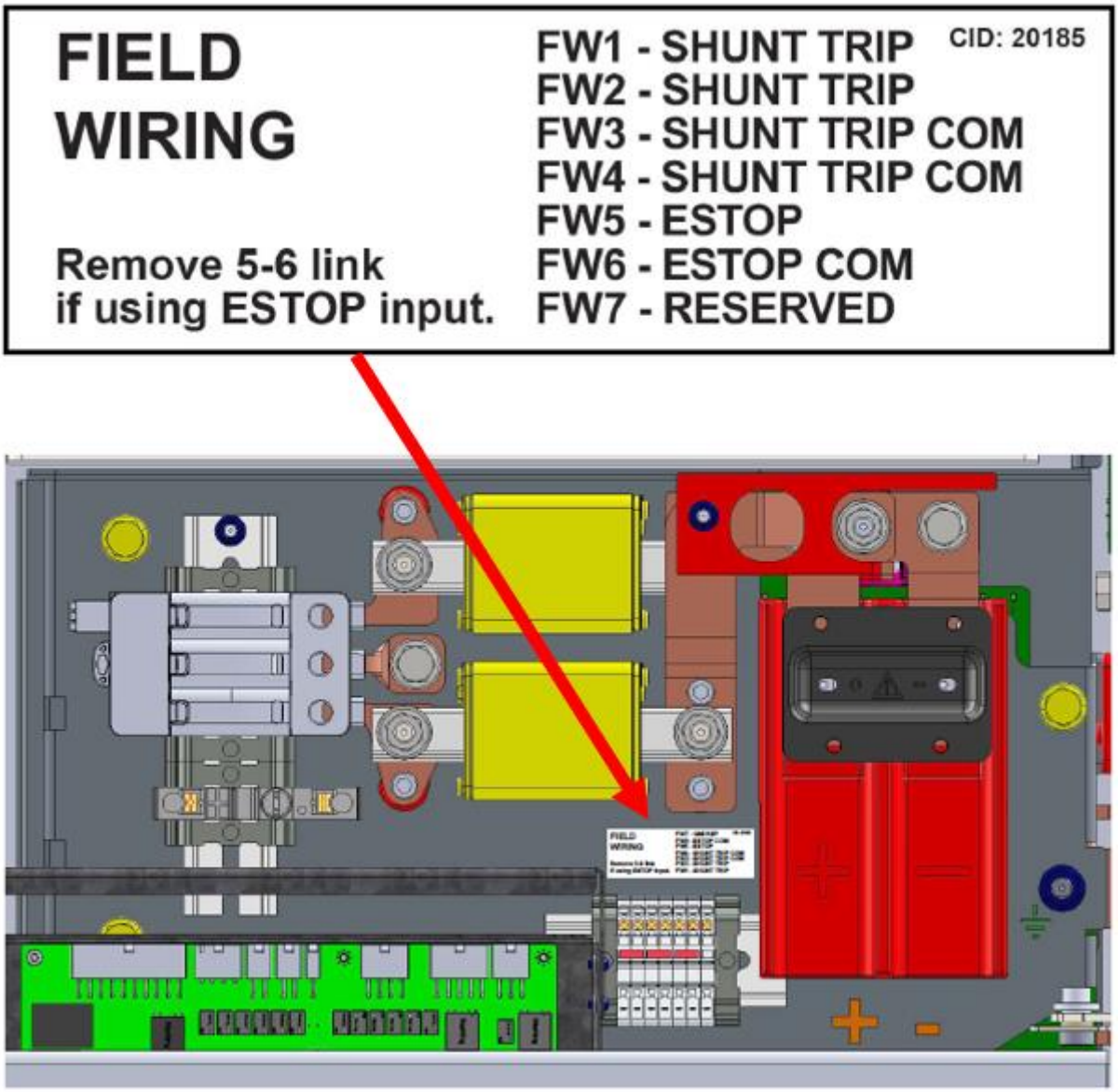
<table>
<tr><th>Step</th><th>Action</th></tr>
<tr><td>5</td><td>
<table>
<tr><th>IF…</th><th>THEN…</th></tr>
<tr><td>the charger has no cable management,</td><td>skip to the next step.</td></tr>
<tr><td>the charger has cable management,</td><td>a. Lower the cable management weights on both sides.
b. Pull the cable cord down (not shown) to raise the weight above the latch. Slide the latch towards the door and gently let the weight lower to the natural resting position inside the lower panel.
c. Hook the cord into the cut-out in the top of the side panel and close the panel.</td></tr>
</table>
</td><td>  </td></tr>
<tr><td>6</td><td>a. Secure the side panels.
b. Fasten with 2x nylon washers and security screws, using the 5mm Pin Hex tool.
Note: Do not overtighten.</td><td>  </td></tr>
</table>

<table>
<tr><th>Step</th><th>Action</th></tr>
<tr><td>7</td><td>Remove the clear protective plastic film from the CCR / RFID reader:
  </td></tr>
<tr><td>8</td><td>Mount the radiator panels. Align the fasteners with the brackets on the enclosure box. Use the 5 mm (0.2") pin hex tool to fix into position. Do not overtighten:
 
<table><tr><th>IF…</th><th>THEN…</th></tr><tr><td>underground wiring is used,</td><td>• repeat this step for the rear panel.
• skip to step 11.</td></tr><tr><td>above ground wiring is used,</td><td>• go to the next step.</td></tr></table></td></tr>
<tr><td>9</td><td>Mount the rear radiator panel (for above ground power).
Using the 5mm (0.2") Hex bit, remove the 2x security screws and rear infill panel:
  </td></tr>
</table>

Step	Action
10	Slot the rear radiator panel over the conduit. Align the fasteners with the brackets on the enclosure box. Use the 5mm (0.2") Pin Hex tool to fix into position. Do not overtighten: 
11	The infill panel is made from 2mm (0.07") Aluminium. Cut the infill panel as shown and break apart into three sections. Discard the centre section with hex holes and remove any sharp edges from the remaining two pieces:  | # | Description | |---|---| | 1 | Cut | | 2 | Remove | | 3 | Break apart |
12	Fit the two infill panel pieces under the conduit, and secure with 2x M8 security screws:

13 Auxiliary field wiring

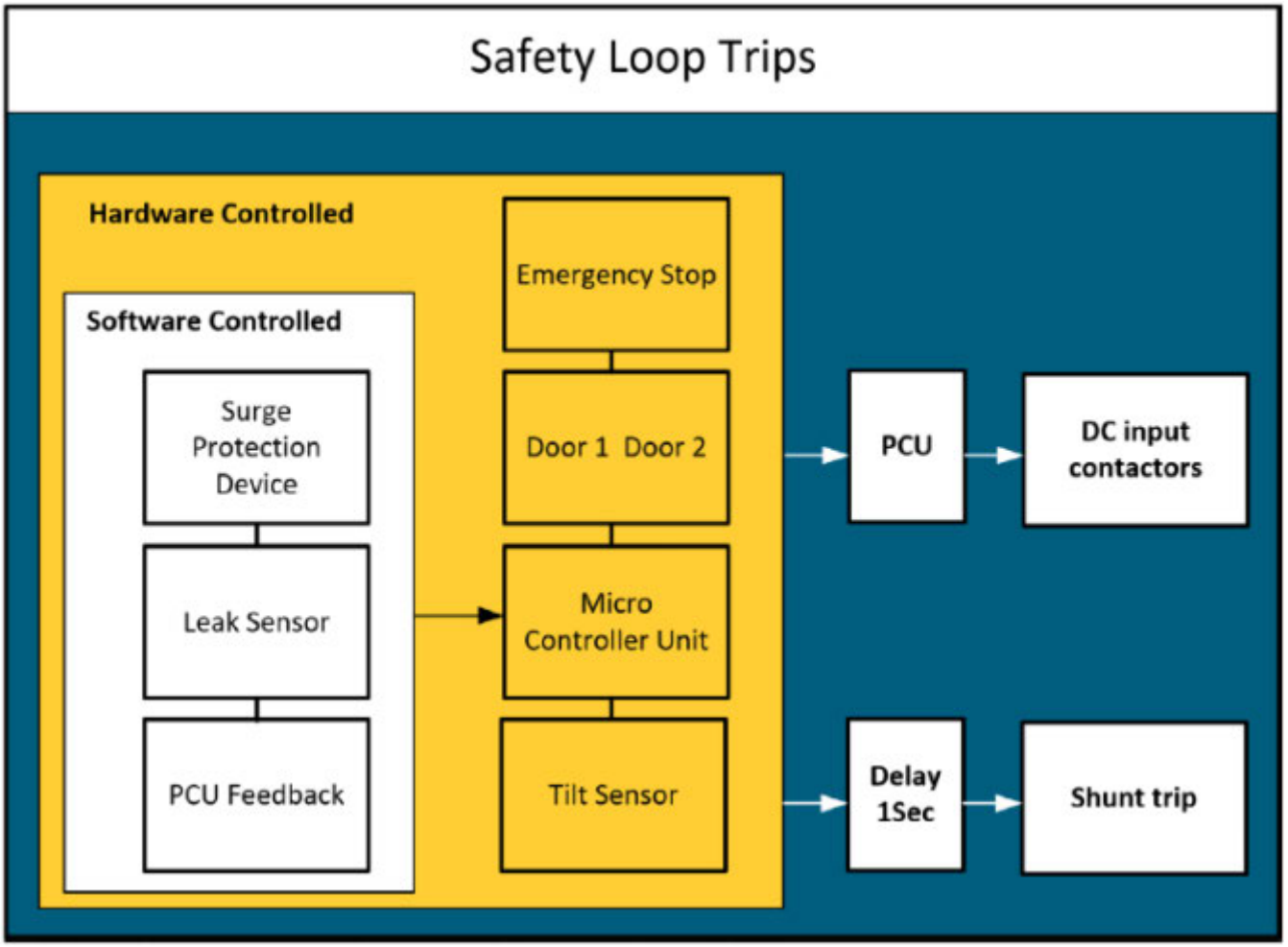
13.1 Wiring terminals



13.2 Safety loop

The PKMCS has an internal safety system that can detect safety events and shut off supply power to the charger in the event of a fault. As shown in the following Safety Loop Trips diagram, there are two types of trips within the safety loop:

- Software controlled trip via a micro-controller unit.
- Hardware controlled trip via a hard-wired component in a series loop.

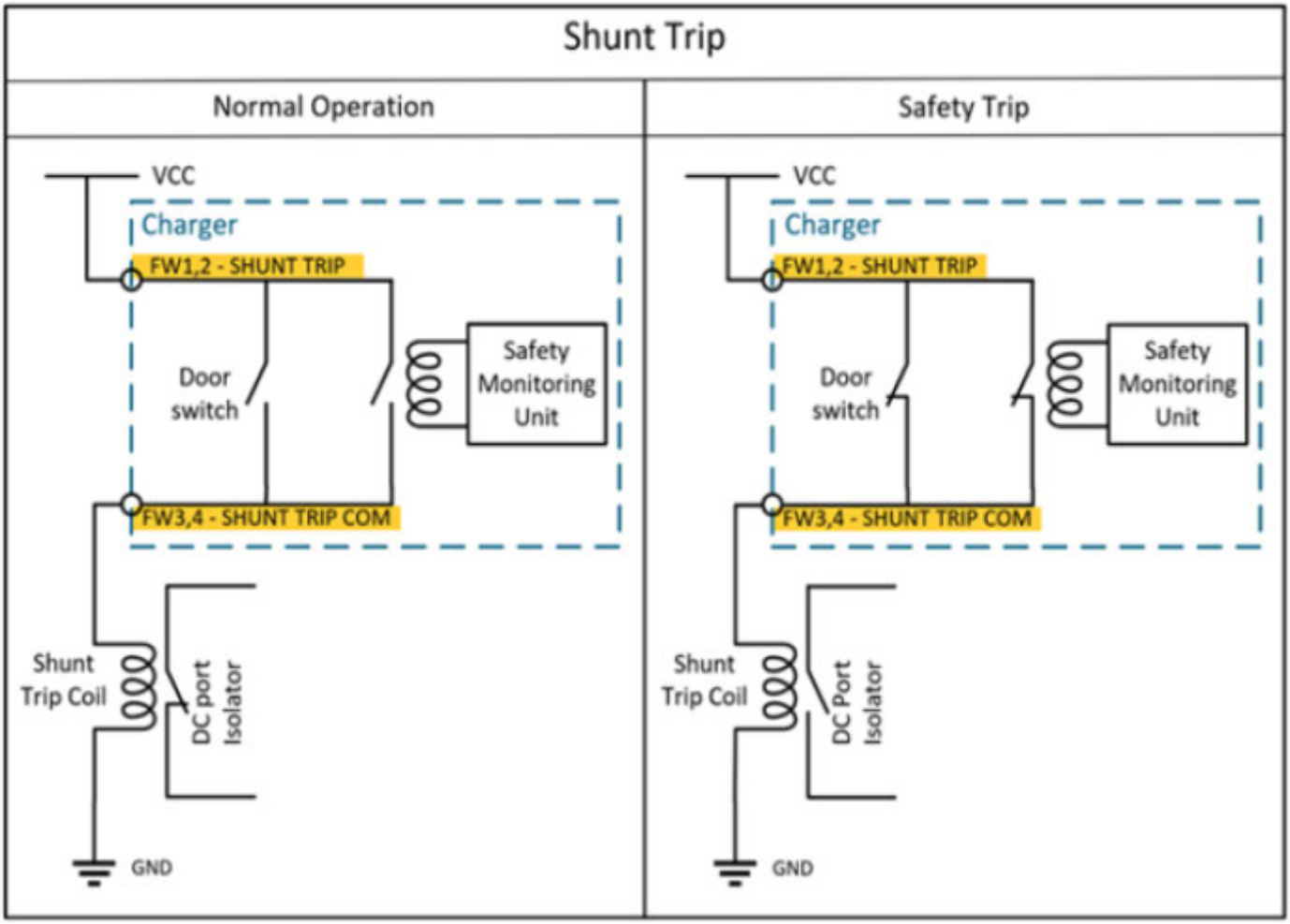


Faults detected on the safety loop can trigger a shunt trip, thus tripping the corresponding DC port within the PKM rectification unit.

13.3 Shunt trip

A shunt trip will trip the DC port within the PKM rectification unit when the charger detects a fault within the safety loop.

FW1, FW2 – SHUNT TRIP and FW3, FW4 –SHUNT TRIP COM provide connection points to the safety system shunt trip output as a normally open clean con- tact relay. A break in the safety loop will close the shunt trip relay after a 1 second delay, thus tripping the corresponding DC port within the PKM rectification unit and isolating supply power from the charger. This delay is used to bootstrap the charger at power-up.



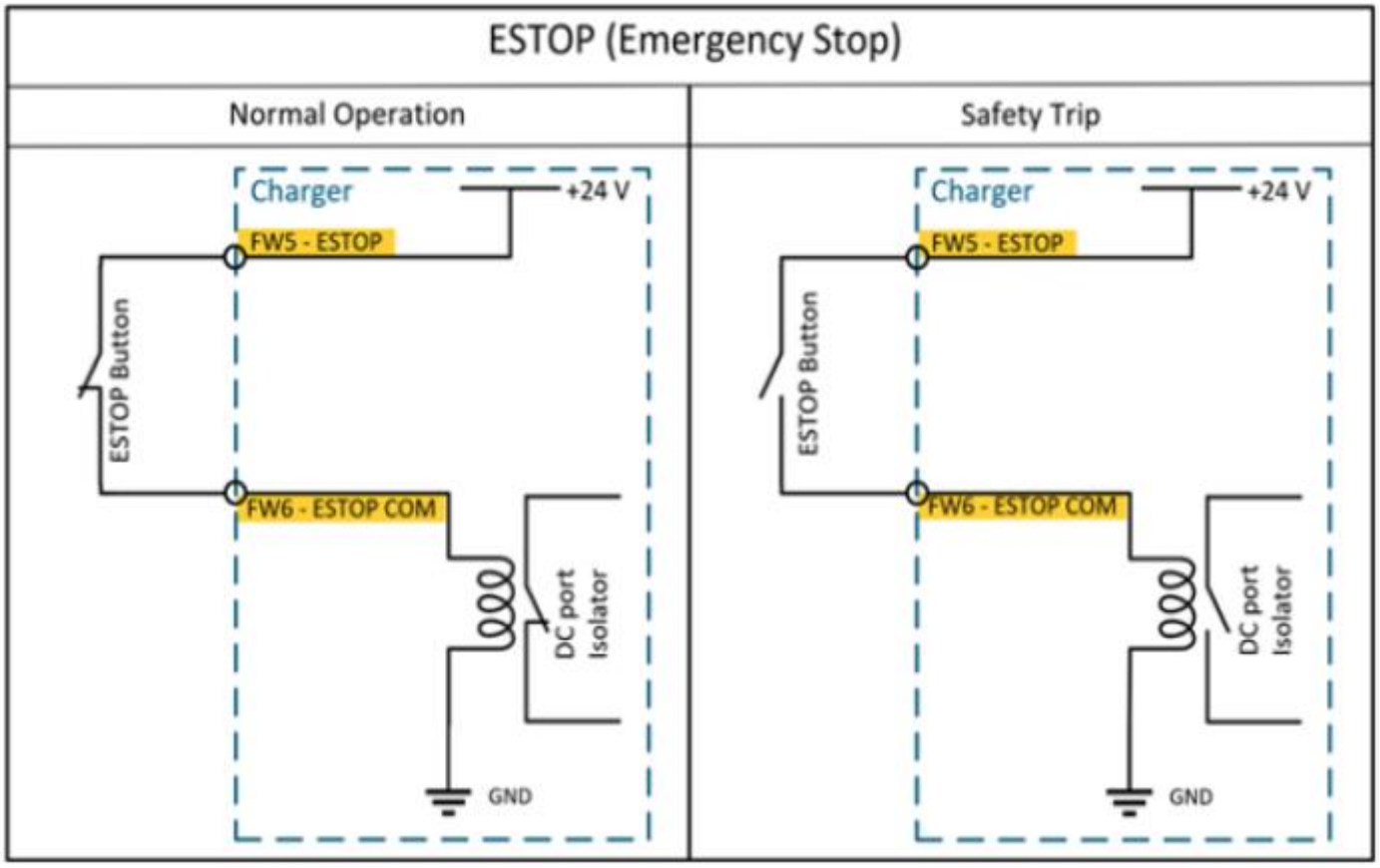
13.4 Emergency Stop (ESTOP)

An emergency stop (Estop) input is provided on the charger that can be used to trigger a fault in the charger safety system. It is a fail-safe method of protection, break/ failure in the control voltage will trip the corresponding DC port within the PKM Rectifier unit and isolate supply power to the charger.

FW5 – ESTOP and FW6 – ESTOP COM provides connection points to the safety system ESTOP input. A continuity break between FW5 and FW6 induces a shunt trip thus tripping the corresponding DC port within the PKM rectification unit and isolating supply power from the charger.

Multiple devices (normally closed-circuit) can be placed in series connections. For example, ESTOP followed by a vapor sensor. Break/ open circuit in any of the devices will trigger ESTOP.

Note: Jumper connector between FW5 and FW6 needs to be removed before using this feature. Isolated 24VDC @ 20 mA is supplied by the charger to facilitate the connection of ESTOP.



14 Special Use Case: DC-powered PKM Charge Station

14.1 Introduction

This chapter is relevant to the use case where a PKM Charge Station (CS) will be connected to a Third-Party 950VDC Source instead of a Tritium Rectification Unit (PKM RU).
In a standard PKM system comprised of PKM RU and PKM CS, the Rectification Unit (RU) performs several functions including:

- Supply of 950VDC / 170A to each CS.
- Load management of the system such that the total CS demand is not allowed to exceed the available rectification capacity in PKM charge station systems configured with three or four CS.
- Single WAN connectivity point for the entire system including all OCPP management of the CS via its built-in modem.
- Overcurrent protection of the CS.
- Point of electrical isolation for each CS.
- Management of the Emergency Power Off (EPO) system, e.g. a downstream tilt sensor trip from a CS will result in that charging station being electrically isolated.

IMPORTANT INFORMATION

Where a third-party DC source is used in place of Tritium's Rectification Unit, the following requirements must be met by the third-party solution selected by the Charge Point Operator:

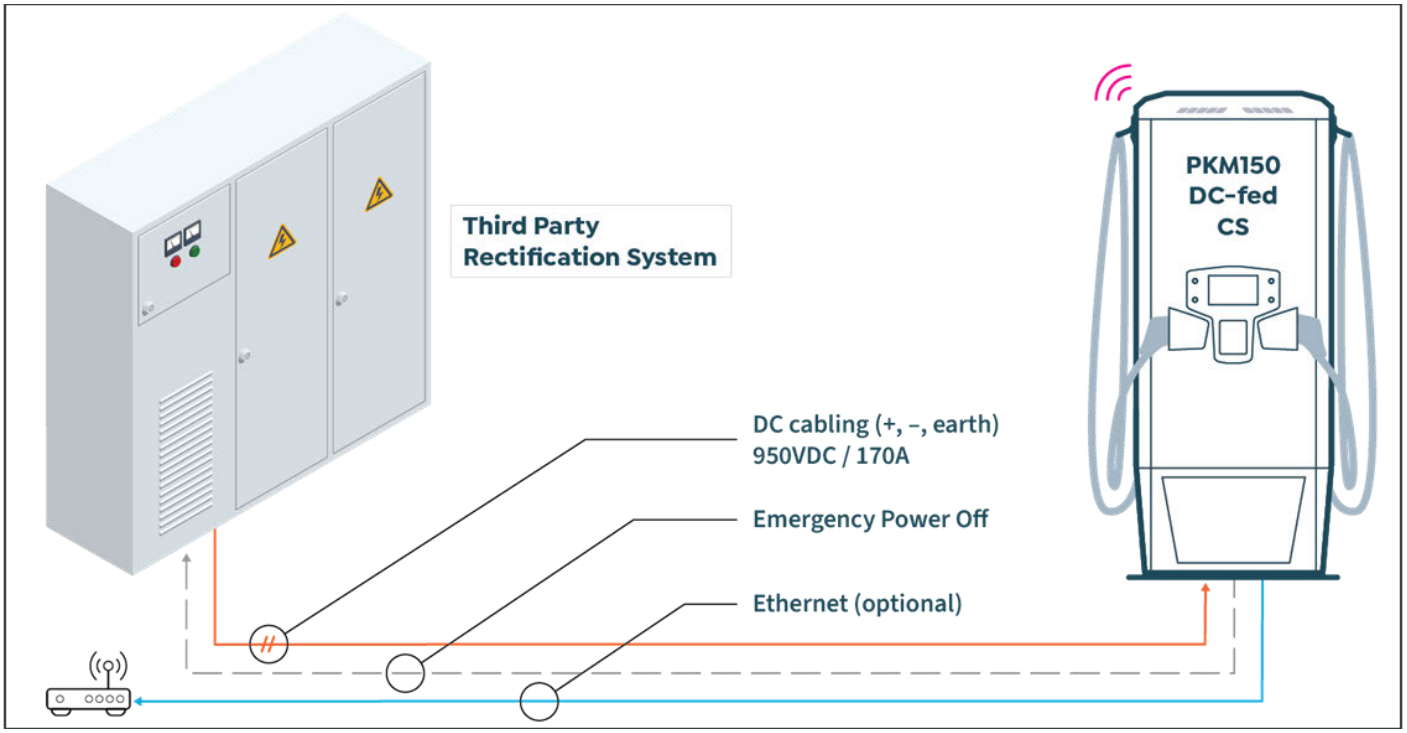
- Supply of 950VDC / 170A as per specification defined in chapter *14.3 950VDC Supply*.
- Overcurrent protection of the CS.
- Point of electrical isolation for each CS.
- The hardware-controlled safety sensors installed in the CS require connection to a shunt trip at an upstream location to ensure electrical isolation of the CS is provided in case of e.g. a downstream tilt sensor trip.
- Load management: CS demand limitation in accordance with the available rectification capacity via static limit settings on the PKM CS and Smart Charging profiles via OCPP.
- External single WAN connectivity point for the CS to enable OCPP management or upgrading the CS with an available modem kit.

14.1.1 Conditions of Acceptability

If the PKM Charge Station is supplied by a third-party DC Source (not Tritium), the following requirements need to be reverified by the CPO at the system level i.e. PKM Charge Station + DC Source:

- Voltage measures DC+ or DC- to PE must not exceed 500V.
- Perform normal startup, normal shutdown and emergency shutdown cases according to IEC 61851-23 or SAE J1772 without violating corresponding pass criteria.
- Abnormal Tests (53), Component short- and open-circuit test (53.8)
  - Input Short Circuit from DCL+ to DCL-
  - Open Circuit Emergency Power Off
  - Open Circuit additional safety loop (when provided) between PKM CHARGE STATION and DC Source

Note: The CPO is responsible for ensuring the PKM Charge Station is compatible with third-party DC supply systems, in accordance with UL 2202, UL 9741, or IEC 61851-xx standards. Contact Tritium Customer Service if assistance is required.



14.2 Enablement settings on the PKM CS

The Rectifier Communication Disable Setting (*RDPLinkDisable)* must be set to true to enable the PKM CS to be connected to a DC supply system other than the Tritium RU.

All factory-built PKM CS products have this setting set to false by default. It is required to organise with Tritium Customer Service to make the setting change during commissioning of the unit.

Note: Disabling RDPLink raises a constant status code when in this mode.
E1529 RDPM_INFO_POWER_MANAGEMENT_DISABLED. CPOs will need to ignore this status code on their backends, this status code doesn't trigger an error log or change in behavior.

14.3 950VDC supply

Tritium has selected a voltage of nominally 950V for the DC bus voltage, as this gives adequate headroom above the 920V maximum of the vehicle.

Each CS draws a maximum of 170A during full power operation.

If the Current Maximum needs to be further limited, Tritium Customer Service must be contacted during commissioning to apply the necessary changes on the CS.

14.3.1 Voltage

- The minimum acceptable voltage is 930V DC.
- The nominal voltage is 950V DC – this is the recommended input voltage.
- The maximum acceptable voltage is 960V DC.

The PKM CS has a fixed undervoltage lockout mechanism set at 920V DC.

The voltage must never be changed during power delivery. Based on the expected voltage output, a 30V headroom must be applied to the delivered voltage. To maintain PKM CS output voltage range to a maximum of 920V, 950V DC input is required.

The steady-state output voltage precision is to be within 0.5%.

14.3.2 Ripple

Max ±20V for 0 – 400Hz, preferable at ±10V.

The rectifiers may reduce their output power to maintain low ripple when incoming phase imbalance is >3%.

14.3.3 Load type

The load on the DC bus will come from the CS. These are switchmode DC/DC converters operating as a constant power load, with power varying only slowly as the vehicle battery voltage increases during charge. They have controlled power slew rates under most circumstances.

Bus capacitance in the charging heads is approx. 200uF per 100kW of charger power.

14.3.4 Dynamic regulation

The PKM CS can, in an emergency situation such as a loss of control signal (uncontrolled shutdown), go from full power to 0kW in less than 30msec. This results in a load dump. The load dump must not exceed the maximum voltage rating of the CS of 1000VDC.

14.3.5 Grounding

Centre grounded output, i.e. ±475V for a “950V” DC bus with respect to Earth.

14.3.6 Overcurrent protection

For any device connected to the DC bus, either:

- Fuse + DC-rated contactor combination (preferred), or
- DC-rated circuit breaker + shunt trip.

14.3.7 Pre-charge

Pre-charging of devices connected to the bus is required, as they may be engaged while the bus is live (e.g. after a CS or the rectifier has been serviced). This requirement is why the fuse + DC-rated contactor is the preferred option for overcurrent protection, as the contactor used in that function can also function as the main control device in the pre-charge circuit.

For uni-directional rectifiers that only supply power to the bus, the pre-charge requirement can be met by the use of an output diode.

14.3.8 Discharge

Self-discharge of internal capacitance (including y-capacitance) shall be provided by all devices connected to the bus, on removal of voltage, in under 1 minute.

14.3.9 Y-Capacitance

No limit.

14.3.10 Insulation

Input/Output w.r.t Earth:

Basic insulation. Refer to IEC 62477 for the relevant dielectric withstand levels

14.4 Communication and connectivity

A DC-powered PKM CS requires internet access to perform remote diagnostics, firmware updates, customer support and charge point operator back-end integration. For firewall requirements please refer to *ENG.001- Veefil OCPP 1.6 Firewall Requirements.*

DC-powered PKM charge station will not have direct communication with the Third-Party DC Supply system. Instead, it will rely on internet access via a site host connection using the ethernet port on the CS. Refer to section *11.1 Ethernet port* for details where the port is located.

Alternatively, Tritium can provide a 4G modem as an add on device via a Service Kit. Contact Tritium Sales or Customer Service to order service kit **SK-RTM75-0116.** Refer to *TRI153.FSP.2927 Replace the CU Modem* for modem installation instructions.

14.4.1 Utility control

Utility control will be limited to static limit settings on the PKM CS and Smart Charging profiles via OCPP.

Contact Customer Service during commissioning to define the Absolute Power Limit (also referred to as a hard limit) via *HU1.CCUFlashDCMaxOutputPower* that the CS can never exceed.

For details of Tritium's support for Smart Charging refer to:

- *INS.013 Tritium OCPP 1.6J Client Documentation*
- *DOC.1653 Veefil-RT Options for Site Power Management*

14.5 Management of the Emergency Power Off (EPO) system

The PKM CS has hardware-controlled safety sensors installed that require connection to a shunt trip at an upstream location outside of the CS. It is the responsibility of the site operator to identify a suitable solution that complies with local regulations.

The present safety sensors are:

- Tilt switch.
- Door sensors.

Refer to section *13 Auxiliary Field Wiring* for information on how to connect the safety loop to a shunt trip. The auxiliary wiring terminals are 24VDC.

FW1, FW2 – SHUNT TRIP and FW3, FW4 –SHUNT TRIP COM provide connection points to the safety system shunt trip output as a normally open clean contact relay. A break in the safety loop will close the shunt trip relay after a 1 second delay. This delay is used to bootstrap the charger at power-up.

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.)
N.S		

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.)
N.S		

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
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
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.)
N.S		

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

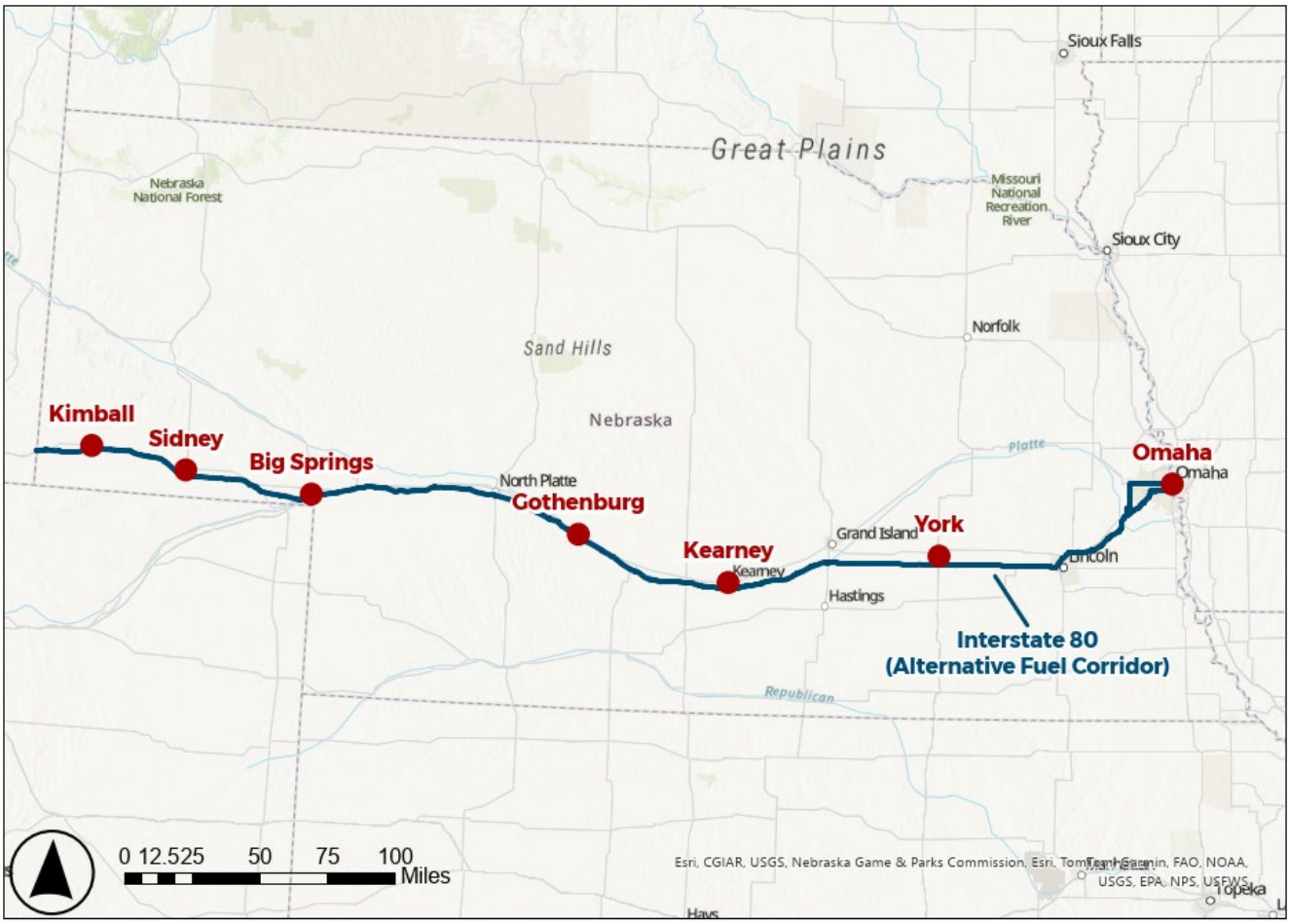


Figure 1 lists the specific locations for which NDOT is requesting proposals to install new DCFC stations, moving in a west-to-east direction along I-80. To ensure the greatest convenience for corridor travelers, all proposed DCFC stations must be one (1) mile or less from the exit from I-80, measured 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 Exchanges 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.

Response to

State of Nebraska Department of Transportation's
RFP#123703 Z6 For Service Contract

OCT 2025

Cost Proposal

By:
Universal EV LLC
305 W Spring Creek Pkwy,
Suite 100 B Plano TX 75023

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?	$ 856,671
B. What is the overall subsidy amount being requested from NDOT? (max 80% of A.)	$ 685,337
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	$ 7,250
	b. Permitting	$ 2,280
	c. Major Electrical Equipment, to include: EVSE, electrical switchgear/switchboard, CT cabinet and service rated main circuit breaker, and electrical transformers	$ 644,000
	Subtotal Payment Point 1	$ 653,530
2. Construction	**a.** Utility upgrade costs	$ 64,241
	b. Other material purchases	$ 28,770
	c. Major equipment installation (EVSE and supporting electrical equipment)	$ 87,550
	d. Other Site Improvements (ADA updates, site access, Security, signage, Etc.)	$ 12,680
	e. Inspection and Acceptance Testing	$ 9,900
	Subtotal Payment Point 2	$ 203,141
	Total	**$ 856,671**

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	Universal EV LLC		
Proposed Location (Address or Latitude/Longitude)	14355 NE-31, Gretna, NE 68028		
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 the 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.
None of our project partners, including the site host, are aware of any site contamination, remediation, or cleanup activity associated with hazardous materials.
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.
The current site for the proposed EV charging infrastructure is presently being used for commercial purposes and is fully developed in terms of basic utilities and accessibility. The land is stable and well-maintained, with paved areas for vehicle access, making it well-suited for EV charging infrastructure. While the location does not require any significant development in terms of structural changes or acquisition, some additional work will be needed for site preparation. This includes minor construction activities, such as installing signage, lighting, and potentially creating designated parking spots for EV charging.

Site development will primarily focus on optimizing the layout for accessibility and safety, ensuring that it complies with ADA standards, as well as allowing for seamless vehicle movement in and around the charging stations. This phase will involve site preparation tasks like grading and leveling the area, setting up necessary drainage systems, and ensuring that the infrastructure can handle potential increases in traffic flow.
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.
The entire project implementation will be done with all the necessary State and City permits. Once the site is awarded, we will start the permitting procedure and anticipate around 2 months to obtain the approval. We will also engage with local authorities and stakeholders to secure necessary approvals for the selected sites. Permits required for the completion of the project would include both electrical and structural permits.
Risk: Identify potential risks, issues, challenges, and needs related to the candidate site and plans for mitigating these risks.
Identifying potential risks, issues, challenges, and needs related to a candidate site is an essential step in the planning and development process for any project. We have already conducted a detailed assessment of the site before selecting the site for the project. This includes environmental risks, regulatory compliance, zoning, land use, site accessibility & infrastructure, financial risks, site safety & security, technological requirements, and sustainability. The site surpasses most of the above risks. We have also developed a comprehensive mitigation plan to address any risks that might follow in the further stages of implementation. We will follow regular monitoring and adaptation of the plan as the project progresses will also be essential for successful development.

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: Universal EV LLC

Signature: Nadya Shariff

Title: Business Development Manager

Date: 10/13/2025

Attachment B – Utility Form

R231-24 NEVI Formula Program

SITE APPLICANT INFORMATION (Site Applicant to complete.)

Name of Company/Customer		Facility Owner's Name		
Universal EV LLC		Paresh Bengali- Super 8 by Wyndham Kimball		
Address		City	State	Zip
305 W Spring Creek Pkwy, Suite 100 B		Plano	TX	75023
Contact Name	Contact Email		Contact Phone	
Rajiv Rana	operations@universalgreengroup.com		2148334408	

SITE INFORMATION – ELECTRICAL DISTRIBUTION SERVICE NEEDS (Site Applicant to complete.)

Address of Site	14355 NE-31, Gretna, NE 68028, United States		
Latitude/Longitude	41.0966695 / -96.251783		
Number of Chargers Anticipated	4	Total Service Power Level (kW)	640
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	10/2025
Number & Size of Conductors Anticipated	3 Phase D+ ground 350 MCM (or equivalent)		
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 **(This high-level cost* and time estimate** includes Power Transformer, terminator pole, if applicable, Service Lateral or conductor and Metering.)** ***Cost estimate to be covered by Site Applicant.** ****Time estimate is from the time of official service request and subject to change.**	$64,241 **Timeline:** 60 DAY

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	60
Total Estimated Cost to Site Applicant	$ 64,241

Utility Company Name: Omaha Public Power District

Signature: Danelle Sobbing

Digitally signed by Danelle Sobbing
DN: C=US, E=dsobbing@oppd.com, CN=Danelle Sobbing
Reason: I am approving this document
Date: 2024.10.25 10:52:24-05'00'

Title: Supervisor Customer Sales and Service

Date: 10/25/2024

Additional notes:

The EV site owner will need to hire an electrician to provide/construct a transformer slab, install 1 conduit for primary cable between the transformer and switch, install secondary conduits along with secondary cables according to the meter specification document. (The meter specification document provides the requirements and the details between customer responsibilities vs Utility responsibilities.)
The EV owner will need to obtain permits required by City/State, prepare and obtain easements & easement documents for this service(since owner of EV chargers are different than property owner). These easement documents will need to be reviewed and approved by OPPD Land Management Dept. prior to installation.
Payment will need to be made prior to any work beginning at the site.

**This quote is only valid for 90 days.

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.

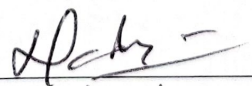
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, NDOT is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

N/A 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).

N/A 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.

N/A 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:	Universal EV LLC
ADDRESS:	305 W Spring Creek Pkwy, Suite 100 B Plano TX 75023
PHONE:	(866) 350-2738
EMAIL:	ev@universalgreengroup.com
BIDDER NAME & TITLE:	Nadya Shariff (Business Development Manager)
SIGNATURE:	
DATE:	10/06/2025

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