RFP 123703 Z6

# State of Nebraska DOT
# Request for Proposal for Contractual Services

## LOVE'S NEVI PROPOSAL

Location 7 Admin

October 29th, 2025

*Dedicated to supporting and establishing an interconnected, reliable, and equitable EV network.*

The Love's Family of Companies

10601 North Pennsylvania Avenue, Oklahoma City, OK 73120
www.loves.com

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## Acknowledgements

A) Love's acknowledges the following addendum;
   a. Addendum 1 - 10/09/2025
   b. Addendum 2 - 10/15/2025
   c. Addendum 3 - 10/28/2025

B) Love's acknowledges that we have read the Federal Terms and Conditions.

C) Love's confirms we have a current full active registration in the System for Award Management or SAM website.

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

E) Love's is authorized to transact business in the State of Nebraska.

## CONTRACTUAL AGREEMENT FORM

**BIDDER MUST COMPLETE THE FOLLOWING**

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

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

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

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

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

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

| | |
|---|---|
| COMPANY: | Love's Travel Stops and Country Stores, Inc. |
| ADDRESS: | 10601 North Pennsylvania Ave, Oklahoma, 73126 |
| PHONE: | 713-332-5726 |
| EMAIL: | Grants@loves.com |
| BIDDER NAME & TITLE: | Spencer Haines, EVP and CFO |
| SIGNATURE: | |
| DATE: | 10/15/2025 |

| **VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)** | |
|---|---|
| NAME: | Candice Murray |
| TITLE: | Manager of Grant Writing and Development |
| PHONE: | 713-332-5726 |
| EMAIL: | candice.murray@loves.com |

## II. TERMS AND CONDITIONS

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

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

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

| Accept All Terms and Conditions Within Section as Written (Initial) | Exceptions Taken to Terms and Conditions Within Section as Written (Initial) | Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.) |
|---|---|---|
| | SH | Loves is requesting to add language to the "Breach" orange highlighted text: "Should the State fail to pay the Grantee, this shall be a condsidered a Breach." Request to strike through language in purple. Request ability for contractor to terminate if they pay back previously reimbursed amounts. Loves is requesting clarification on other highlighted language to accurately respond. In addition, Love's requests mutual termination convenience rights. |

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.) |
|---|---|---|
| | SH | Love's is requesting clarification on the highlighted orange language in order to respond accurately. Under data/deliverables does this exclude any financial information obtained in and audit? Under Insurance Requirements table Loves recommends changing the highlighted section to $5,000. Under sections J&K is the language applicable to this project? Love's is requesting purple highlights be removed. |

### 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.) |
|---|---|---|
| Type text here | SH | Love's is requesting mutual rights to terminate if no funds are available, orange highlighted section G. If the DOT is opposed to mutual termination, we request the state replace "may" terminate with "shall" terminate in absence of funds. |

**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.

10/15/2025

## 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***

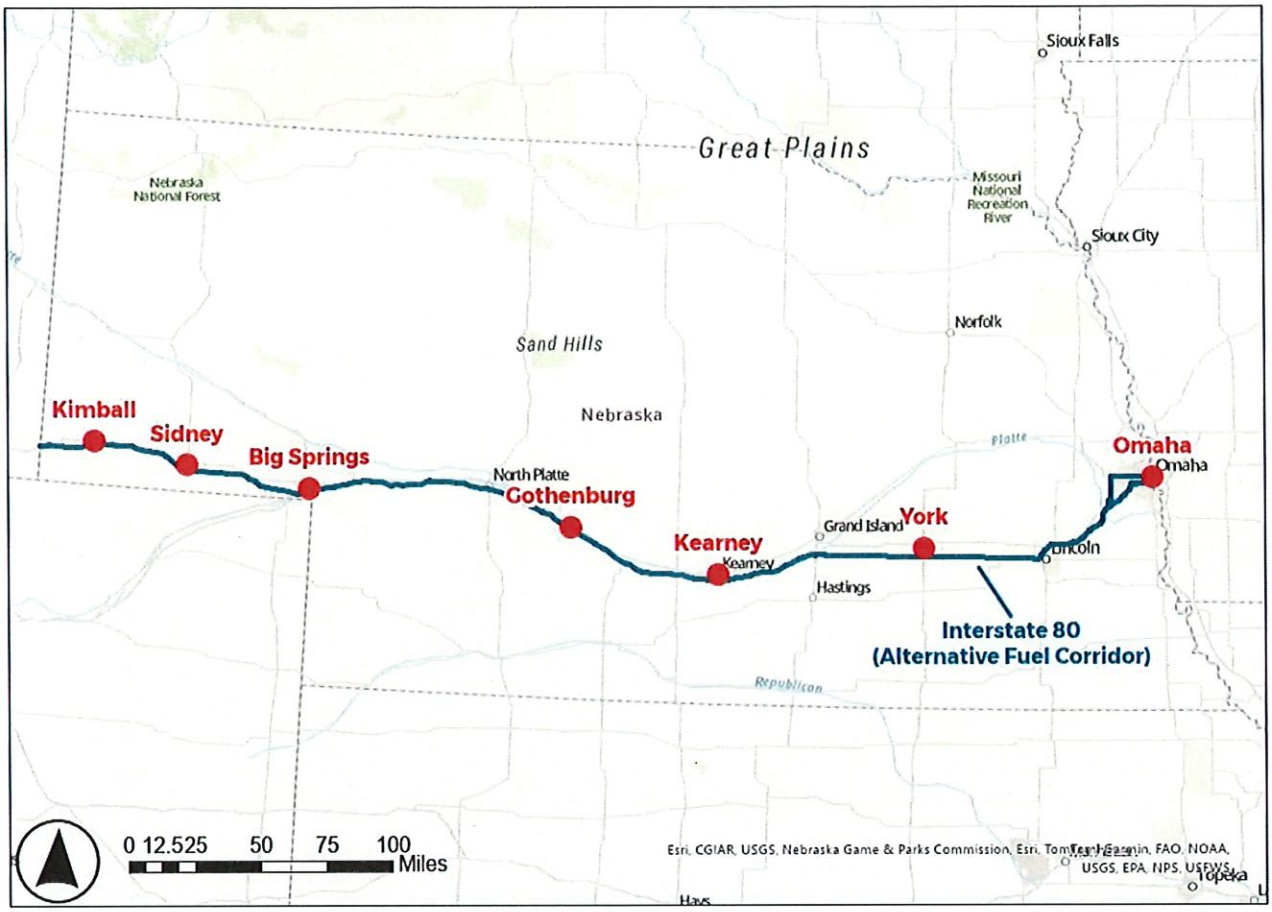


Figure 1 lists the specific locations for which NDOT is requesting proposals to install new DCFC stations, moving in a west-to-east direction along I-80. To ensure the greatest convenience for corridor travelers, all proposed DCFC stations must be one (1) mile or less from the exit from I-80, measured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

RFP 123703 Z6

# State of Nebraska DOT
# Request for Proposal for Contractual Services

## LOVE'S NEVI PROPOSAL

Location 7 Technical

October 29th, 2025

***Dedicated to supporting and establishing an interconnected, reliable, and equitable EV network.***

Loves GEMINI MUSKET Trillium speedco

The Love's Family of Companies

10601 North Pennsylvania Avenue, Oklahoma City, OK 73120
www.loves.com

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# Attachment A

## National Electric Vehicle Infrastructure (NEVI) Program

## Request for Proposal Number 123703 Z6

| Bidder Name: | Love's Travel Stops & Country Stores, Inc. | Location: | 14375 Cornhusker Rd, Omaha, NE |
|---|---|---|---|

***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.<br>**Y** Yes, the minimum NEVI Program requirement can be met.<br>**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) | Love's Travel Stops & Country Stores, Inc. (Love's) |
| **Site Host** (Host Site Label / Name) | Love's Travel Stops & Country Stores, Inc. |
| **EVSE Supplier** (EVSE Equipment Supplier) | ChargePoint |
| **EVSE Installer/Contractor** (EVSE EVITP Certified Installer) | Trillium Transportation Fuels dba Love's Alternative Energy (LAE) |
| **Site Operator** (Host Site Owner/Operator) | Love's Travel Stops & Country Stores, Inc. |
| **Equipment Maintainer** (EVSE Maintenance) | LAE and ChargePoint |
| **Utility Provider** (Local Electrical Service Provider) | Omaha Public Power District |
| **Sub-contractors** (Supporting Sub-contractors) | N/A at time of application |
| **Charge Network Provider** (EV Charging Station Network Communications Provider) | ChargePoint |
| **Consultant** (Supporting Design Consultant) | N/A at time of application |

# 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:** Love's Travel Stops & Country Stores, Inc. 10601 N. Pennsylvania Ave, Oklahoma City, OK 73120, formed in 1964 in Oklahoma, name has changed since first organized, form of organization has not changed since first organized. | |
| **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.<br><br>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.<br><br>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]

[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:** There are no expected changes of ownership in the next 12 months. | |
| **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:** 10601 N Pennsylvania Ave Oklahoma City, OK 73126 | |
| **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:** Love's has not knowingly had any dealings with the State of Nebraska over the previous five (5) years. | |
| **Bidder's Employee Relations to State** | |
| **CO.6** | If any Party named in the Bidder's proposal response is or was an employee of the State within the past thirty-six (36) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.<br><br>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:** At time of submission, no Party named in the proposal response knowingly is or was an employee of the State of Nebraska within the past thirty-six (36) months. | |
| **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.<br><br>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.<br><br>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:** Love's has not knowingly had a contract terminated for default 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.<br><br>The Bidder should address the following:<br><br>**1.** Provide narrative descriptions to highlight the similarities between the Bidder's experience and this Request for Proposal. These descriptions should include:<br>**a)** The time period of the project,<br>**b)** The scheduled and actual completion dates,<br>**c)** Number of DCFC EVSE ports installed and nominal charge rate (kW) of each,<br>**d)** The Bidder's responsibilities,<br>**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<br>**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.<br>**2.** Bidder and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.<br>**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:** See project Experience Summary Matrix below.

**Project 1**

**Project 1: Love's, LAE, and ChargePoint.**

**Reference - Contact Information:** Johannes Copeland, Director, ChargePoint: (669) 254-1474

| Location | Time Period of the Project | Scheduled and Actual completion dates | Number of DCFC EVSE Ports | Nominal Charge rate (kW) | Team members- and roles | Original Budget and Actual Budget |
|---|---|---|---|---|---|---|
| Ripley, NY | 10/27/23 - Q4 2024 | Scheduled: Q1 2025<br>Actual: Q4 2024 | 4 | 160kW | **Loves**- Site host, **ChargePoint-** Contractor and EVSE provider | Original: $215,023.96<br>Actual: $37,416.42 |
| Waterloo, NY | 10/27/23 - Q4 2024 | Scheduled: Q1 2025<br>Actual: Q4 2024 | 4 | 160kW | **Loves**- Site host, **ChargePoint-** Contractor and EVSE provider | Original: $189,110.69<br>Actual: $67,471.48 |

**2/3 Narrative:** Love's, LAE, and ChargePoint have worked on a variety of EV projects, encompassing all stages of EV installation from planning to close-out. This project is for 2 DCFC chargers for NYSERDA from the VW settlement funding at the Love's sites in Ripley and Waterloo, NY. Love's owns and operates these stations, LAE is the contractor, and ChargePoint is the grantee and EVSE supplier.

**Project 2**

**Project 1: Love's and Electrify America.**

**Reference - Contact Information:** Ursula Lazo, Senior Portfolio Manager, Electrify America: (571) 446-8984

| Location | Time Period of the Project | Scheduled and Actual completion dates | Number of DCFC EVSE Ports | Nominal Charge rate (kW) | Team members- and roles | Original Budget and Actual Budget |
|---|---|---|---|---|---|---|
| Quartzsite, AZ | Q2 2018 – Q2 2020 | Scheduled: Q1 2020<br>Actual: Q2 2020 | 4 | 200kW | **Loves**- Site host, **LAE-** Contractor, **Electrify America-** EVSE provider | Original: $1.2M<br>Actual: $1.3M |

| | | | | | | |
|---|---|---|---|---|---|---|
| Santa Rosa, NM | Q2 2018 – Q2 2020 | Scheduled Q2 2020<br>Actual Q2 2020 | 4 | 200kW | **Loves**- Site host,<br>**LAE-** Contractor,<br>**Electrify America-**<br>EVSE provider | Original: $1.2M<br>Actual: $1.5M |
| Erick, OK | Q2 2018 – Q1 2020 | Scheduled Q4 2019<br>Actual: Q1 2020 | 4 | 350kW | **Loves**- Site host,<br>**LAE-** Contractor,<br>**Electrify America-**<br>EVSE provider | Original: $1.2M<br>Actual: $1.5M |

**2/3 Narrative:** Electrify America selected several Love's locations to deploy Electrify America's high-powered chargers. Loves is the site host and LAE oversaw site preparation, construction, and commissioning for 16 charging stations in Arizona, Florida, New Mexico, New York, Oklahoma, and Utah. Electrify America owns and operates these stations.

**Project 3**

**Project 1: Love's, LAE, and ChargePoint.**

**Reference - Contact Information:** Johannes Copeland, Director, ChargePoint: (669) 254-1474

| Location | Time Period of the Project | Scheduled and Actual completion dates | Number of DCFC EVSE Ports | Nominal Charge rate (kW) | Team members- and roles | Original Budget and Actual Budget |
|---|---|---|---|---|---|---|
| Barstow, CA | Q2 2017 – Q3- 2019 | Scheduled: Q4 2019<br>Actual: Q3 2019 | 3 | 139.4kW | **Loves**- Site host,<br>**LAE-** Contractor,<br>**ChargePoint-**<br>EVSE provider | Original: ~$350,000<br>Actual: ~$300,000 |

**2/3 Narrative:** LAE managed the design and build of four ChargePoint EV chargers at the Love's Travel Stop in Barstow, California including management of the ChargePoint team and coordinating with the Love's store General Manager and Special Projects Director to ensure installation of EV charging stations didn't impact daily operations of the site or concurrent store upgrade activities. The equipment included at the station are two (2) dual-port 62.5 kW chargers and one dual-port Level 2 charger. ChargePoint designed, permitted, and coordinated utility upgrade (installation of new underground primary utility run, 480V transformer, and 480V service panel), procured and manufactured necessary equipment, and led construction under LAE's management. Additionally, ChargePoint worked with the local AHJ (Authority Having Jurisdiction) to verify designs met applicable national and local codes and ADA standards, including the installation of an ADA accessible EV charging parking space and ADA compliant pathway to the store's entrance.

**Project 4**

**Project 1: Love's, LAE, and EV Connect.**

**Reference - Contact Information:** David Hughes, Sr. V.P. and Co-Founder, EV Connect, (310) 251-8726.

| Location | Time Period of the Project | Scheduled and Actual completion dates | Number of DCFC EVSE Ports | Nominal Charge rate (kW) | Team members- and roles | Original Budget and Actual Budget |
|---|---|---|---|---|---|---|
| Ripon, CA | 4/1/19-3/19/2020 (11 months) | Scheduled: 01/2020 Actual: 03/2020 | 3 | 169.2kW | **Loves**- Site host, **LAE-** Contractor, **EVConnect-** EVSE provider | Original: ~$400,000 Actual: ~$450,000 |
| Tulare, CA | 4/1/19-8/1/2020 (14 months) | Scheduled: 06/2020 Actual: 08/2020 | 3 | 169.2kW | **Loves**- Site host, **LAE-** Contractor, **EVConnect-** EVSE provider | Original: ~$400,000 Actual: ~$450,000 |
| Madera, CA | 1/3/22-9/30/22 (8 months) | Scheduled: 1/2023 Actual: 09/2022 | 3 | 169.2kW | **Loves-** Site host, **LAE-** Contractor, **EVConnect-** EVSE provider | Original: ~$400,000 Actual: ~$450,000 |

**2/3 Narrative:** LAE served as EV Connect's design builder for three new EV charging stations at Love's Travel Stops in Madera, Ripon, and Tulare, California. Each station has two dual hose DC fast chargers each capable of providing 150kW (75kW simultaneously) and one dual hose Level 2 charger.
LAE was responsible for designing, permitting, coordinating utility upgrades, procuring electrical distribution gear, and managing construction. The stations were all completed on time and within budget in 2020.
The Love's locations in Ripon and Tulare were existing stores that were retrofitted to include the new EV charging stations and the Madera store was a new travel stop. For both the retrofits and the new builds, the LAE team coordinated with the Love's Construction Team to ensure the stations were built per Love's guidelines and expectations. LAE worked with the local utilities to install new 480V service for the EV stations which included installation of a new underground primary utility run, 480V transformer, and 480V service panel. LAE continuously aligned with EV Connect to ensure that the design and build complied with the grants received for the stations. LAE currently manages the operation of these EV charging stations for Love's. This includes selecting the optimal tariff, reporting, generating, and receiving LCFS credits, setting pricing for the customer, and managing the maintenance of the chargers.

**Project 5**

**Project: Love's, LAE, and ChargePoint ***First NEVI stations*****

**Reference - Contact Information:** Jessica Dooley, jessica.dooley@chargepoint.com, (617) 593-9646

| Location | Time Period of the Project | Scheduled and Actual completion dates | Number of DCFC EVSE Ports | Nominal Charge rate (kW) | Team members- and roles | Original Budget and Actual Budget |
|---|---|---|---|---|---|---|

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Jonestown, PA | 12/12/23-<br>12/12/24<br>(12 months) | Scheduled: 12/12/23<br>Actual: 12/12/24 | 2 | 160kW | **Loves**- Site host,<br>**LAE-** Contractor,<br>**ChargePoint-** EVSE provider | Original: $1.05M<br>Actual: $1.05M | |
| Slippery Rock, PA | 12/12/23 –<br>12/19/24<br>(12+ months) | Scheduled: 12/12/23<br>Actual: 12/19/24 | 2 | 160kW | **Loves**- Site host,<br>**LAE-** Contractor,<br>**ChargePoint-** EVSE provider | Original: $1.04M<br>Actual: $1.04M | |
| Mifflinville, PA | 12/12/23 –<br>4/09/25<br>(16+ months) | Scheduled: 12/12/23<br>Actual: 4/09/25 | 2 | 160kW | **Loves**- Site host,<br>**LAE-** Contractor,<br>**ChargePoint-** EVSE provider | Original: $1.04M<br>Actual: $1.04M | |
| Brookville, PA | 12/12/23 –<br>5/8/25<br>(17+ months) | Scheduled: 12/12/23<br>Actual: 5/8/25 | 2 | 160kW | **Loves**- Site host,<br>**LAE-** Contractor,<br>**ChargePoint-** EVSE provider | Original: $1.1M<br>Actual: $1.1M | |
| **2/3 Narrative:** Love's, LAE, and ChargePoint have worked on a variety of EV projects these are the first NEVI locations opened. The EVSE Team experience encompasses all stages of EV installation from planning to close-out. This project is for 2 DCFC chargers under NEVI requirements. Love's owns and operates these stations, LAE is the contractor, and ChargePoint is the EVSE supplier. | | | | | | | |

| **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.<br><br>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.<br><br>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. |

**Management Approach:** Love's EV Project teams has an extensive, proven track-record of managing and completing complex EV infrastructure projects. Love's owns it's sites, which eliminates the need for site own negotiations. Love's is dedicated to operating and maintaining the charging infrastructure well past the minimum of five-year requirement. LAE provides design, engineering, permitting, utility coordination, DCFC installation, operation and maintenance on the entirety of the EV station for 5-years. ChargePoint provides the EVSE hardware and associated software. LAE will oversee maintenance of the EV station for the full five-year term and plans to utilize ChargePoint's CMLP warranty for further maintenance support and will consider extending this for five (5) years.

Love's has assembled an EV Project Team with unparalleled experience designing, building, operating, and maintaining public direct current fast chargers (DCFC) and is working with state agencies to deliver successful projects through public-private partnerships. All members of the EV Project Team have extensive experience working closely with subcontractors and vendors, with existing relationships with businesses throughout Nebraska. Love's EV Project Team includes personnel from Love's Travel Stops & Country Stores, Love's Alternative Energy, and ChargePoint, Inc. All of the project partners are committed to following NEVI and NDOT guidelines.

**Love's EV Project Team consists of:**
- Love's Travel Stops & Country Stores, Inc (Applicant/Site Host/Owner and Operator),
- Love's Alternative Energy (Design Build, Construction/Installation, and Maintenance), and
- ChargePoint, Inc (EVSE Hardware Supplier and Network Operator, and partial Maintenance).

**Company Headquarters Information:**
- Love's Travel Stops and Country Stores, 10601 N Pennsylvania Ave,Oklahoma City, OK 73120-4108
- Love's Alternative Energy, 2929 Allen Parkway Suite 4100, Houston, Texas 77019
- ChargePoint, Inc, 240 E Hacienda Ave, Campbell, CA 95008

**Project Team, Roles, and Descriptions:**

The Love's EV Project Team consists of personnel from Love's, LAE, and ChargePoint. Love's EV Project Team's key individuals and staff have over 20 years of industry experience and are well-equipped to conduct and lead all aspects of the project. The roles and responsibilities of each party, implementation, and operations and maintenance (O&M) teams are detailed in the charts below as well as in the attached exhibits.

**Proposer and Team Qualifications:** Love's, with LAE, began providing EV charging throughout its Travel Stop network over 7 years ago. The network has grown to accommodate 84 chargers across the country, including locations in California, Texas, Utah, Arizona, New Mexico, Oklahoma, New York, Florida, Alabama, Georgia, and Maryland.

Currently, Love's has over 50 new DCFC NEVI stations in preliminary stages of awards, contracting, and construction scheduled for completion within the next 24 months in Kentucky, Kansas, Texas, Georgia, Virginia, Alabama, Michigan, Tennessee, Indiana, Oklahoma, California, Colorado, and more.

LAE has gained years of EV experience which has prepared the team to significantly grow the EV charging network. Love's large parking lots and ever-growing national network provides the ability to grow its EV network like very few can. As EV adoption grows, Love's EV network will grow alongside it.

ChargePoint has developed a global network of 210,000 DCFC ports, and more than 120 field service partners with more than 4,800 qualified technicians who undergo comprehensive training. These technicians support station installation, perform field repairs, and provide warranty services, including same-day dispatch capability. Through ChargePoint's CMLP warranty program, they guarantee acknowledgment of issues within one business day, including remote troubleshooting. ChargePoint guarantees a response will be provided no later than one business day from the date they become aware of an issue. In addition to providing replacements for defective parts and labor for on-site repairs, CMLP also provides coverage for labor related to the repair of components due to normal wear, accidental damage, and vandalism. Love's will immediately notify NDOT of such an event and establish a remedy plan with NDOT to meet the maintenance and operations requirements.

**Please see Exhibit C Team Qualifications and Resumes.**

Project partners and assigned key personnel include:

| Phase | Leader | Role | Description |
|---|---|---|---|
| All Phases | Kimberly Okafor, LAE/Love's | General Manager, Zero Emission Solutions | Ms. Okafor manages the commercial aspects of the EV charging portfolio including working with project and operations managers to ensure stations are built and operated according to contract guidelines. This also includes managing station budgets including incoming power costs, station maintenance costs, and other operational costs such as taxes and licenses.<br><br>Ms. Okafor manages the price charged to the customer and ensures that the business is operating in a fashion that is profitable and valuable for customers. |
| Design Build Implementation | Guido Struyk, LAE/Love's | Project Manager, Site Host Representative | Mr. Struyk is the main point of contact for the station deployment, and manages the schedule, budget, and subcontractors. He is also the Love's site host representative and works closely with the entire team to ensure that Love's general managers and additional key staff are informed and involved in the project at every stage. |
| | Patrick Fumagalli, LAE | Project Engineer | Mr. Fumagalli is an electrical engineer who works with the designers to ensure that a technically sound, safe, and operable station is designed. |
| | Mathew Gommel, LAE | Construction Project Manager | Mr. Gommel manages the construction contractor and ensures the EV charging stations are installed safely per manufacturer guidelines and the station design drawings. |
| | Todd Sternberg, LAE | Commissioning Manager | Mr. Sternberg works with ChargePoint to get the system online and functional. They also work with the local AHJ to obtain approval to operate. |
| | Johnnie Neal, LAE | Safety & Compliance Manager | Mr. Neal works with the implementation team to ensure each phase is conducted safely. They also provide compliance updates as dictated by the contract. |
| | Jessica Dooley, ChargePoint | Equipment & Software Vendor | The equipment for the station is manufactured by ChargePoint. Mr. Aasheim ensures the system design and deployment align with all NEVI requirements and ADA regulations. |

## 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:<br>**1.** name, address, and telephone number of the subcontractor(s);<br>**2.** specific tasks for each subcontractor(s);<br>**3.** percentage of performance hours intended for each subcontract; and<br>**4.** total percentage of subcontractor(s) performance hours. |
| **Response:** At time of submission, Love's has not identified additional subcontractors for this project but plans to release an RFP upon award to solicit the most qualified subcontractor to support Love's EV initiatives. | |

# 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:** Love's Travel Stops & Country Stores (Love's) is dedicated to supporting NDOT's mission of establishing an interconnected, reliable, equitable EV network as a viable long-term charging solution to benefit all Nebraska residents and visitors. Love's selected this site location to support Nebraska DOT's (NDOT) electrification goals by alleviating range anxiety for electric vehicle (EV) drivers, encouraging the widespread adoption of EVs, and providing critical access to EV charging and workforce development opportunities for underserved communities. The Project Team of Love's, LAE, and ChargePoint is proposing to install, operate, and maintain DC fast chargers (DCFCs) at 14375 Cornhusker Rd, Omaha, NE conveniently located .27 miles from I-80, Exit 440 to fill the Alternative Fuel Corridor infrastructure gap located on I- 80, Location 7, shown below.

*Love's 730, 14375 Cornhusker Rd, Omaha, NE Travel Stop*

Love's is dedicated to providing more than the minimum NEVI required standards. Each DCFC can dispense 160kW simultaneously to two cars, for a total of 320kW per charger, and 640kW per site. LAE will future proof the site by installing conduit, pad, and pull box capable of serving one additional dual port 320 kW charger and two electric vehicle (EV) charging spaces. The initial installation can be easily upgraded from 160kW per port to 200kW per port thanks to ChargePoint's innovative modular power system. Love's deployed transformers for this site will be inherently future proofed and will allow a maximum station demand of 800kW. Additionally, Love's EV project at Syndey Travel Stop will include on-site battery storage to offset costs to both Love's and NDOT's investment, and to Nebraskans.

Our Love's Travel Stop #730 will meet NEVI requirements:

- DCFC will be located on an identified NE Alternative Fuel Corridor (AFC) and less than 1 mile driving distance from the AFC.
- The project includes a total of 4 ports and 2 dual-port dispensers. These ports will allow for up to four simultaneous charging sessions.
- Dispenser #1 will be capable of charging two vehicles simultaneously with either a CCS1 or a NACS connector at 160kW. To clarify, if two vehicles are requesting a charge at the same time, both vehicles will have the option to charge with a CCS1 or a NACS connector and be able to charge at 160 kW each (or up to 320 kW if only a single vehicle is requesting a charge).
- Dispenser #2 will be capable of the same charging capabilities mentioned above, charging one vehicle with either a CCS1 or a NACS connector. It will have both a CCS1 and NACS connector and will be able to charge at 160 kW simultaneously, or one vehicle at 320kW.

To summarize, there will be four total parking positions, and all four positions will have access to a CCS1 and a NACS connector.

- One of the four parking spaces will be designed as an ADA accessible EV parking space.

- ChargePoint's universal compatibility ensures that every electric vehicle can be accommodated with a SAE Combined Charging System (CCS) connector and the emerging North American Charging Standard (NACS) connector via an intelligent cable holster. These holsters are capable of automatically switching the connector attached to the port cable without a connector ever coming loose from either the port or the cable. The system does not require any tethers that could be damaged, or loose adapters that might be misplaced.
- The DCFC will be operational with a full parts and maintenance warranty for at least five (5) years.
- Proposed DCFC station will maintain 97% uptime.
- Love's will provide **higher** than the minimum 20% match share requirement.
- Love's will also include an EV fueling canopy over the charging station to protect from inclement weather and create a similar fueling experience to gasoline drivers.
- Love's Omaha, NE station is an existing paved station that will not require any trees to be cut down or any grading of a drainage channel.
- The proposed charging station, spaces, and equipment will be located underneath an EV fueling canopy for customer protection from inclement weather, comfort, and familiar fueling experience.

Nebraska EV drivers, EV travelers, and local residents from Omaha and Sarpy County would benefit from the DCFC proposed project site through reduction in greenhouse emissions, increase in workforce opportunities, decrease of range anxiety, leading to an increase in EV adoption. The DC fast chargers will be located at Love's Travel Stop which will provide rich on-site and nearby amenities for EV drivers and will be accessible to all members of the public 24/7/365. Love's will deliver a turnkey solution that will be executed in less than 24 months and meet all NDOT NEVI program requirements. The grant budget was developed using bids and quotations that account for all FHWA final rules including Davis-Bacon, Buy America, and all state and local requirements to deliver the proposed project.

The Project Team has a proven track record in the design, deployment, maintenance, and operations of complex EV charging infrastructure. LAE will provide design, engineering, permitting, utility coordination, DCFC installation, EV station operation, maintenance, and activation. LAE will manage the construction aspects of the EV station build out and oversee the EVITP certified personnel for the project. LAE has coordinated with the Omaha Public Power District utility to assess interconnection costs and confirm 3-phase primary distribution on-site or near the identified installation area. ChargePoint will provide the EVSE hardware and all associated software, warranties, maintenance, and operations for a minimum of five years. Love's owns its sites, eliminating the need for site owner negotiations, and is dedicated to operating and maintaining the charging infrastructure well past the minimum five-year requirement.

Furthermore, Love's EV stations will be compliant with all NEVI requirements including the deployment of at least one (1) ADA charging port and parking space, include multiple payment options, ensure a 97% uptime, deploy OSHA UL certified EVSE, confirm to the latest OCPP2.0.1 and ISO 15118-3 standards, openly displayed charge per KW ($/kW) that will <u>not</u> change during the customer session, and install EVSE that supports output voltages of 250- and 920- volts DC.

| **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:** Love's EV Project team has an extensive, proven track-record of managing and completing complex EV infrastructure projects. Love's owns its sites, which eliminates the need for site owner negotiations. Love's is dedicated to operating and maintaining the charging infrastructure well past the minimum five-year requirement. LAE provides design, engineering, permitting, utility coordination, DCFC installation, EV station maintenance, and activation. ChargePoint provides the EVSE hardware and associated software, and Love's plans to utilize ChargePoint's 5-year warranty and maintenance support. Ultimately LAE will oversee EV station maintenance in its entirety.

Love's currently operates 84 charging ports at 20 locations in 12 states, with plans to install hundreds of additional ports in the next 18-24 months. The Omaha Love's site is currently in operation as a Love's fueling station for gas and diesel vehicles, so the deployment of EV chargers will require minimal construction and infrastructure upgrades. The chargers will be installed in the existing, previously disturbed parking lot. Love's owns the project site and all buildings at this established travel stop, and as such is able to facilitate charger deployment, permitting, stakeholder relationships, and future expansion with ease and experience. Love's is also an established customer of City of Sydney. Love's, LAE, and the utility are all committed to working together to coordinate timelines, avoid delays, and optimize resources ensuring a cost-effective and on time project.

Site selection is our first step to the approach of our EV installation network. Love's and LAE work hand in hand to factor in many variables to ensure capital return and EV utilization. These factors include:

- Existing EV adoption and driver data in outlined AFC gaps by NDOT
- Flood zone areas or high-risk areas
- Existing station conditions including what upgrades are required
- Electrical wiring positioning
- Way finding and traffic disturbances
- Executive approvals and inputs

Love's Project partner LAE will focus on all planning and permitting requirements to ensure project phases are carried out efficiently and safely. LAE will be responsible for site engineering and design, utility engagement, charging infrastructure procurement, construction, installation, commissioning, and maintenance of the EV charging station in its entirety. LAE has initiated communications with Utility Partner Omaha Public Power District to identify power availability and determine if upgrades are needed. **See Attachment B for signed and confirmed station capacity for this project.** Following the construction and installation of chargers, the EV Project Team will ensure that interconnection is intact before commissioning the chargers. The implementation schedule on page 56 the Project's anticipated tasks and phase durations.

After approval from our executive leadership, we move onto engineering and design. LAE's exceptional engineering team will account for all phases of construction mentioned above including design, procurement, install, commissioning, and start up. LAE's detailed drawings have been showcased in presentations by other states, as an example of properly outlined and detailed station layouts.

Our designs encapsule the following:

- Electrical design
- Power distribution lines (if required)
- Store transformers
- EV charger placement
- Signage and wayfinding
- Lighting at or near the EV station
- On-site amenities such as stores, quick serve restaurants, and trash receptacles
- Parks or open grass areas on the property
- Emergency stop systems (if required)
- Cable or wiring
- Specification of ports proposed on DCFC's
- ADA routes to on-site amenities and ADA compliant EV parking spaces
- Safety measures including cameras and fire prevention
- Pull-through spaces (if proposed)

• Future proofing (if proposed)

Re-engaging utilities and EVSE equipment procurement occur simultaneously. LAE's team takes responsibility of the procurement of all utility infrastructure and EVSE equipment. Our closely established relationships with our utility partner and EVSE partner allow Love's team to secure all station needs with minimal delays and risks. ChargePoint and LAE's teams have necessary tracking in place to presciently monitor equipment lead times and track shipping to ensure a punctual project timeline.

The LAE Grant Team has a robust team that will meet regularly to ensure all NEVI grant-specific tasks are integrated with the Design Build Schedule, creating a master calendar that will inform stakeholders about the details of all deliverables and deadlines. This frequent and open communication will help ensure that tasks are completed on time and within budget. The EV Project Team has extensive experience successfully adhering to state and federal grant guidelines and requirements. LAE's Grant Team will ensure all tasks are integrated with the Design Build project timeline to create a Master Schedule that will be used to facilitate open communication and coordinate action planning. Specific tasks will be refined based on the final NDOT contract execution. Any subcontracted work will be contracted to include flow down requirements from the primary contract between the Department and Love's. Some contract work can include:
• Electrical work
• DBE project participation
• Construction work not yet identified (if needed)

Upon receipt of all EV hardware and other required equipment, LAE's dedicated EV project manager will coordinate construction and installation. LAE's project management team has over two decades of experience installing alternative fueling equipment and stations, warranting a seamless construction implementation phase. During this phase, safety is of the utmost importance to the Love's family and its project partners. Contractors and visitors on active construction sites are required to follow all applicable OSHA regulations. All general contractors for engineering, procurement, and construction work will be required to submit a Safety Plan to us for review, and those general contractors are required to enforce their Safety Plan with their subcontractors. This will include performing a call before any digging underground locates, securing a barricade around the construction area to ensure guest safety during construction, and establishing a storage container for any necessary on-site materials. Additionally, ChargePoint has considered such risks in their equipment design by incorporating safety and crime prevention.

ChargePoint charging stations are made of anodized aluminum, providing superior graffiti resistance. All stations include a cable management kit to keep cables safely off the ground to avoid unintended damage. In the event of damage to the cord or vandalism, ChargePoint's Express Plus platform has smart cables that can proactively detect when a cable is damaged or cut to ensure a quick repair if needed. We will also protect our assets including the utility transformer and secondary electrical gear will be protected with bollards as necessary or as required by the utility. All equipment will comply with the National Electrical Code and Federal Communications Commission, Underwriters Laboratories Inc. (UL) safety standard, and NEC articles 625 as it applies to cord management.

Upon contract execution, Love's anticipates the site to be fully upgraded and commissioned in 18 – 24 months, typical of a NEVI station. The following implementation schedule on page 064, is based on information provided by vendors at the time of this proposal and the EV Project Team's experience with building fueling stations and similar EV charging stations. The Project schedule will be adjusted to reflect contracting date.

Furthermore, LAE will oversee all maintenance of the charging station and work with ChargePoint throughout the minimum 5-year operations and maintenance period. All reporting will be delivered to NDOT per contract requirements and will comply with all NEVI and FHWA requisites. Concluding this five (5) year period, Love's will remain committed to maintaining the stations for as long as possible, beyond the project.

**See Exhibit C Team Qualifications and Resumes** demonstrating the team's ability to carry out large-scale projects and perform all aspects of project management, including site planning, design and build, activation, operations, and maintenance.

| **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:** Love's has developed an approach to project planning which begins with a rigorous site selection process. This process includes site selection best suited for the installation of direct current fast charging (DCFC) equipment. Love's engaged in a rigorous and comprehensive feasibility assessment that considered a variety of factors, including priority sites identified by Nebraska, geographic dispersion, public availability and access, designated parking, facility amenities, ADA compliance, safety, proximity to public amenities, suitability of the site, and Love's commitment to EV charging.

Once a site is selected, Love's will perform due diligence to ensure that the project is buildable and investable which includes a site walk to confirm site conditions and develop an installation quote. LAE engages with the local utility and Authority Having Jurisdiction (AHJ) to better understand the process and costs for connecting to 480/277VAC (3)-phase power and any unique permitting requirements. Only projects with a clear path forward that also align with NDOT and Federal Highway Administration (FHWA) requirements are put forth in a grant application.

The selected site fills spatial gaps in the current and planned statewide DCFC network and expeditiously increases the ratio of DCFC per registered EVs in Omaha, NE ensuring that interstate and regional travelers can drive across and within the region with improved access to critical EV infrastructure. As a result, the site will connect communities and support transportation choices for all of Nebraska's residents and visitors through the creation of an accessible, reliable, and resilient vehicle charging system that can adapt to changes in market conditions and transportation technologies.

After the conditional award deliverables are completed and the grant agreement executed, engineering, design, and permitting will begin. LAE will finalize the site schematic, design and construction plans to ensure all federal regulations and NDOT requirements are met. This includes critical elements such as necessary landscaping or restorative site work, signage, lighting, EV stenciling and striping, and at least one parking space that will comply with accessibility requirements as recommended by the U.S. Access Board. The plans will then be submitted to secure all required permits. We expect to secure the following permits for this project – electrical permits, building permits, and fire safety permits. The site is already an operating fueling station, so we do not expect any environmental impacts for the location.

| **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: Site Preparation:** The proposed site is currently in operation as a Love's fueling station for gas and diesel vehicles, so the deployment of EV chargers will require minimal construction and infrastructure upgrades. The chargers will be installed in an existing parking lot. This will be done in accordance with the National Environmental Policy Act (NEPA) and Nebraska Environmental Policy requirements to minimize any effects on the surrounding area. **See attachment C for Love's executed NEPA form.** Love's owns the project site and all buildings at this established Sydney travel stop, and as such is able to facilitate charger deployment, permitting, stakeholder relationships, and future expansion with ease and experience. Love's is an established customer of Omaha Public Power District, streamlining the process of utility coordination.<br><br>Love's has also confirmed that the project site already has access to utility power to meet the project's minimum specifications, as well as to accommodate for potential future project expansion. We understand that when deploying electric vehicle charging infrastructure, early utility collaboration is critical to enable quicker deployments. This will ensure that all stakeholders work together to achieve a cost-effective and efficient integration of EV charging infrastructure. To get ahead of potentially long utility make-ready applications and interconnection timelines, we will meet with the utilities regularly and early in the project planning process.<br><br>**Construction:** LAE started deploying EV chargers in 2016 and will be leveraging years of expertise in the deployment and operations of the proposed charging stations. LAE will share the construction schedule with the store team to provide clear communication about details that may temporarily disrupt the usual store operations, and for everyone to pay extra attention to customer and staff safety. To ensure customer safety, the construction area will be barricaded and labeled with appropriate signage, and additional safety precautions will be taken if necessary. Because the project includes work with energy sources, lock/tag/try procedures will be implemented on appropriate equipment. LAE safety officers and construction managers will be involved in the project and will conduct audits and observations to ensure the highest safety compliance. All construction sites will comply with all OSHA and state specific safety requirements.<br><br>While the design package is being reviewed by the AHJ, LAE will distribute a bid solicitation to identify a construction contractor to be selected based on safety record, quality of past work, understanding of and ability to adhere to NEVI specifications, and price. Special attention will be paid to ensuring the solicitation is promoted through channels that reach a local and diverse workforce.<br><br>During the construction phase of the project, the Construction Project Manager (CPM) leads field meetings with the construction contractor and store leaders to discuss completed work and share next steps with the team. The CPM generates a weekly report that tracks construction progress and quality with visuals and a narrative to ensure the entire team understands details and deliverables. This ensures the team takes a proactive approach by maintaining adequate oversight on each project to effectively mitigate potential challenges. |
| **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:** ChargePoint places the utmost importance on cybersecurity to ensure the highest level of safety and security across its vast network of over 210,000 ports. All products are carefully designed to meet relevant safety standards, including the National Electrical Code (NEC). The Express Plus platform adheres to multiple safety standards including, but not limited to, UL 2202, UL 2231-1, UL 2231-2, and CSA 107.1. The products shipped to the site are also UL and Canadian Underwriters Laboratory (cUL) listed, ensuring compliance with multiple North American federal safety guidelines.

ChargePoint's comprehensive Information Security Policy is based on the PCI-DSS 3.2.1 standard and is distributed to all system users, including contractors, vendors, and business partners. It specifically focuses on Requirement 12, ensuring that all data is encrypted at rest and in-transit. To verify the effectiveness of these security measures, ChargePoint conducts annual reviews of all products and systems, analyzing documented incident responses and escalation procedures for security incidents. This process guides employees in identifying and reporting system failures, incidents, and complaints, ensuring a robust approach to cybersecurity.

The network is completely hosted and managed within the SaaS based AWS Cloud Service environment. ChargePoint maintains the following certifications to demonstrate its responsibility in building secure products for its customers and partners: ISO 27001, PCI DSS and SOC2 Type II, and encrypts all data at rest and in- transit. ChargePoint is also aggressively pursuing a FedRAMP certification to demonstrate its commitment to information security, which will include complying with a subset of NIST 800-53. Additionally, ChargePoint is aligning cybersecurity efforts with the FHWA NEVI minimum requirements, as these requirements are applicable for all NEVI-funded projects and enable a uniform approach to address cybersecurity issues.

Documented incident response and escalations procedures for security incidents are in place and provided to employees to guide users in identifying and reporting system failures, incidents, and complaints. The focus of incident management is to minimize downtime, service degradation, or security risk for customers and internal users.

ChargePoint is also SOC2 certified and has completed ISO27001 and ISO9001 audits. ChargePoint provides services to thousands of customers through a cloud-based platform that is hosted at Amazon AWS in the United States. The IT infrastructure that AWS provides to its customers is designed and managed in alignment with security best practices and a variety of IT security standards, including:

- SOC 1/SSAE 16/ISAE 3402 (formerly SAS70), SOC2, SOC3
- FISMA, DIACAP, and FedRAMP
- DOD CSM Levels1-5, PCI DSS Level1
- ISO 9001 / ISO27001
- ITAR, FIPS140-2, and MTCS Level3
- GDPR and CCPA compliance

ChargePoint utilizes third-party tools to perform internal vulnerability assessments on a continuous basis to identify threats and assess their potential impact to system security. Any identified security vulnerabilities are triaged by the IT team and monitored through resolution. ChargePoint employees accessing production systems are required to authenticate utilizing a unique user account, multi-factor authentication token, and predefined minimum password requirements. A formal process has been established for managing user accounts and controlling access to ChargePoint’s systems and resources.

ChargePoint utilizes logging and monitoring software to collect data from in-scope systems. The ChargePoint Network offers the broadest feature set in the industry to support the data collection requirements for Love’s EV Charging projects. Each charging station is connected to ChargePoint’s Network Operating System (NOS), which stores and reports high-quality session and 15- minute interval data. Charging stations are designed with automated over-the-air station software upgrades to support new data-sharing features and enhancements. Upon pre-defined thresholds being met or detection of unusual system activity, an alert is automatically sent

to security and/or facilities personnel for further analysis and investigation. Potential or actual security breaches are monitored by a security monitoring application that is configured to monitor and analyze the in-scope systems and a file integrity monitoring tool is utilized to monitor for changes to the production environment. ChargePoint equipment includes anti-tamper techniques to prevent, deter, and detect unauthorized physical access and allows for unexpected or unauthorized access to be communicated immediately.

| 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:** This estimated schedule is based on information provided by vendors at the time of this proposal and the EV Project Team's experience with building fueling stations and similar EV charging stations. See Installation Schedule on page 064 for more details.

| # | Milestone | Month/Year to Month/Year |
|---|---|---|
| 1 | Awarding and contracting | 12/25 -- 02/26 |
| 2 | Notice to proceed | 12/25 - 02/26 |
| 3 | Engineering and design | 03/26 - 08/26 |
| 4 | Permitting | 08/26 - 12/26 |
| 5 | Equipment procurement | 04/26 - 12/26 |
| 6 | Construction | 04/26 - 03/27 |
| 7 | Inspection and commissioning | 03/27 -05/27 |
| 8 | Station completion | 06/27 |

The procurement with the longest lead times are EV chargers, transformers, and switchgear. LAE plans to procure these items early in the process and will align construction milestones with procurement to efficiently manage costs and project schedule. Scheduling risks include permitting and utility upgrades because the Project Team is unable to control the details. Love's project team has decades of experience dealing with scheduling risks and has multiple plans of action to mitigate these, should they occur.

Love's understands that challenges may and often will arise during project implementation. The collective project team has many years of experience with EVSE implementation projects and has identified and shared best practices to overcome challenges.

**Permitting:** Typical risks to securing a permit efficiently include lack of compliance with relevant building codes and/or lack of understanding of the information needed in construction drawings and permit applications by the AHJ. Either of these scenarios could lead to a permit application being returned for corrections, potentially extending the permitting timeline by weeks or months. The project team will leverage its experience managing DCFC projects across many jurisdictions to mitigate these risks.

**Utility processes:** To get ahead of potentially long utility make-ready application and interconnection timelines, we will meet with the utilities regularly and early in the project planning process.

**Reliability:** Reliability of EV charging infrastructure is critical and a top priority. We will ensure the uptime requirements are met by applying ChargePoint and LAE's warranty programs, the industry's most comprehensive warranty and management program providing remote monitoring and troubleshooting, ensuring repairs are initiated within 24 hours and covering parts and on-site labor for repairs or replacement of defective products.

**Severe weather:** To mitigate the risks of severe weather, we will try to schedule construction outside of the seasons with extreme weather. When this is not possible, our team and subcontractors develop risk mitigation plans to endure the event and its aftermath.

**Supply Chain:** Love's proactively mitigates these issues by communicating early and often with the teams and departments responsible for keeping the project on time and on budget. Love's understands that supply chain management depends on the effective integration of key business processes, supplier audits, risk assessment, mitigation planning, and regular risk reviews. Love's integrates supply chain management into business planning and involves its supply chain managers in the capital planning process throughout the project. LAE is working the local utility company and ChargePoint to ensure sustainable supply chains, while managing third-party risk to ensure resilience in the face of grid or equipment disruptions.

**Equipment Availability:** When/Where possible both LAE and ChargePoint plan to have surplus equipment in storage, items like switchgear, chargers, etc. will

eliminate the wait time for manufacturing of hardware and minimize delays. ChargePoint will focus on working closely with suppliers to also help minimize delays and has built-in flexibility to pursue other equipment vendors for supplies.

ChargePoint equipment availability plan consists of the following:

- **Carries substantial inventory buffers –** keeps three (3) to six (6) months of key components stocked to absorb shortages.
- **Qualifies multiple suppliers for critical parts** – has backup qualified vendors for high-risk components.
- **Leverages purchasing scale** – high-volume purchasing power helps ensure priority access to constrained supplies
- **Dedicated supply chain team –** has dedicated personnel focused exclusively on supply continuity.

**Labor Availability:** The Love's Omaha site is already in operation, so Love's already has the knowledge, ability, local relationships, and resources needed to employ a qualified workforce. Love's works with a variety of recruiters, workforce & staffing companies, employee referrals, job fairs, etc. to overcome labor issues in today's job market.

| **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:** Love's and its project partners are committed to having a safe and secure EVSE fueling station during all facets of the project. During the development of the proposed project site, physical safety is a top priority. The following is Love's safety plan for the project:

**Construction Worker & Public Safety**

Contractors and visitors to active construction sites are required to follow all applicable OHSA regulations. LAE requires all subcontractors to submit a Safety Plan for review and ensures that it is enforced. A barricade will be erected around the construction area to ensure guest safety during construction and a locked storage container will be used for any necessary on-site materials.

**Additional Construction site safety includes:**

- Clearly marked construction zones with cones/barricades to separate work areas.
- Signage and flagged personnel to direct any traffic flow changes.
- Required PPE for all workers (reflective vests, hard hats, safety glasses, etc.).
- Regular safety meetings and inspections by site supervisors.
- Proper storage of materials and trench covering to prevent hazards.
- Compliance with all OSHA and state/local regulations.

**Equipment Safety**

Safety was a key consideration in the selection of the EVSE DCFC equipment. ChargePoint products have been designed to meet all applicable safety standards and the National Electrical Code (NEC) and Express Plus will comply with UL 2202, UL 2231-1, UL 2231-2, UL2594, CSA 107.1. Shipped products are UL and cUL listed. ChargePoint products include specific electrical safety features such ground fault detection and ground monitoring. In the event of a vehicle fire, ChargePoint stations will cut power once a fault is detected.

The most common safety incidents encountered at EVSE deployments include vandalism, vehicle collision with equipment, poor parking, parking management, and loitering at the host site. ChargePoint has considered these risks in their design by incorporating the following elements. Charging stations are made of anodized aluminum, providing superior graffiti-resistance. LCD screens sit behind a polycarbonate award-winning material which protects it from vandalism, weather, and UV damage. Their connectors are in locking holsters preventing unauthorized access. When inserted, the connectors hide the only user accessible screws, which are tamper resistant. Screws are hidden by a plastic insert, so even when the connectors are not in place, the screws are not readily accessible or visible. All stations include a cable management kit to keep cables safely off the ground to avoid unintended damage. In the event of damage to the cord or vandalism, ChargePoint's Express Plus 2.0 has smart cables that can proactively detect when a cable is damaged or cut to ensure a repair is quickly conducted.

Additionally, all ChargePoint stations protect against surges 6kV at 3,000A, which limits the voltage supplied to the equipment in the event of a voltage spike. In geographic areas subject to frequent thunderstorms, supplemental surge protection at the service panel can be installed. All ChargePoint equipment is rated NEMA 3R and is built to withstand extreme weather conditions, including temperatures from -40C to +50C (-40F to 122F), 95% humidity, flooding, heavy rains, high winds, and malfunctions due to condensation.

**Operational Safety**

The most common safety incidents encountered at EVSE deployments include vehicle collision with equipment, vandalism, poor parking, and parking management. Love's has qualified the proposed sites to ensure these common risks are mitigated to the greatest extent possible. Bollards and wheel stops are installed to protect charging equipment from vehicle collisions, while lighting, security cameras, and staff onsite 24/7 mitigate vandalism and risk to driver's personal safety.

**Additional Operational Safety strategies include:**

- Staff training on potential hazards, emergency procedures, and customer safety.
- Bollards and wheel stops to prevent vehicle collisions with stations.
- Well-lit charging areas and well-lit lots from dusk to dawn and during inclement weather.
- On-site staff 24/7 to mitigate vandalism and risk to driver safety.
- Posted safety information explaining charging procedures.
- UL-rated, encased equipment designed to NEC standards.
- Integrated ground fault and surge protection systems.

- Regular maintenance and inspections by EVITP certified electricians.
- On-site support staff in case of emergency.
- Emergency stop button.
- 24/7 support staff in person, by phone, or SMS available to immediately disable unsafe Equipment.

**EV Driver Safety**
The site provides points of safe ingress and egress for drivers with stations visible from the street. Signage will be installed at the ingress of the site and at each EV charging space to safely direct and identify the availability of charging stations to approaching drivers. Signage will be installed in accordance with federal, state, and local regulations, including the Manual on Uniform Traffic Control as updated by FHWA. The lot is well lit and will provide a safe and comfortable environment for drivers to charge any time of day or night. LAE ensures that sites are ADA compliant with project design incorporating at least one parking space to comply with ADA requirements and van accessibility as recommended by US Access Board. The site design will reduce any potential conflicts with non-motorized and public transportation travel through safe design and countermeasures. The site design also ensures that there is an ADA path of travel from the chargers to the store entrance.

**Emergency Response**
Love's onsite staff has been trained in how to handle basic emergencies. Should the situation call of escalation, professional staff trained to handle the specific issue(s) will be contacted immediately. ChargePoint's extensive ChargePoint University training program includes four hours of emergency training for Love's onsite staff and local emergency response professionals.

**Emergency Stop Button**

Love's will ensure there is one site-level Emergency Stop button installed that can be operated by a human to disconnect power from the chargers during an emergency. The Emergency Stop Button switch will be designed and built to isolate equipment during maintenance and be able to be activated by untrained personnel. It will be installed adjacent to the charging stations and will be clearly marked as an emergency shutoff. The final solution will meet all local and state codes and Nebraska contract requirements.

| | |
|---|---|
| **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: General approach, responsibilities, and capabilities:**

In coordination with Love's, LAE, and ChargePoint will be responsible for providing all required maintenance and ensuring that the 97% uptime requirement is met. ChargePoint has established a global network of more than 120 field service partners with more than 4,800 qualified technicians who undergo a comprehensive training program. These technicians support station installation, perform field repairs, and provide warranty services, including same-day dispatch capability. ChargePoint's CMLP Warranty program guarantees acknowledgment of issues within one business day, including remote troubleshooting. The CMLP program allows support teams to triage any charging station experiencing issues and guarantees a response will be provided by experienced technicians within one (1) business day to address any issues. Additionally, ChargePoint offers an extended warranty of up to 10 years, taking responsibility for fixing hardware issues by providing parts, labor, and expert support.

ChargePoint's Express Plus dual-port DCFC includes built-in cellular networking, enabling remote management and monitoring. Robust cybersecurity measures safeguard the network and charging stations, enhancing overall reliability and ease of maintenance. Before installation, the team conducts thorough network cellular connectivity assessments to ensure efficient charging station operations. Strict access controls, multi-factor authentication, and comprehensive logging and monitoring of system data protect against potential threats. Automatic alerts notify of any unusual activity, while anti-tamper techniques prevent unauthorized physical access, ensuring the security and privacy of the system and its users. This approach guarantees strong and reliable cell signal strength at each site, minimizing communication breakdown between the charging stations and the central management system, ensuring reliability with the payment systems.

Proactive monitoring, regular reports and unlimited changes to station policies are included with the warranty program. In addition, responses to requests within one (1) business day and a 97% annual uptime are guaranteed.

**Real-time monitoring**

In addition to load management, the team has prioritized data security and system maintenance during the operation and maintenance (O&M) period. ChargePoint's logging and monitoring tools provide real-time alerts for unusual activity, while continuous vulnerability assessments safeguard system security. Proactive monitoring, regular reporting, and 24/7 support through ChargePoint's CMLP program ensure operational reliability. Furthermore, ChargePoint's leadership in innovation confirm that the charging stations remain updated with the latest features and enhancements, supported by automated over-the-air software upgrades and robust data collection capabilities.

**Customer service**

Both Love's and ChargePoint believe customer support is critical to the EV driver experience and ChargePoint employs a team of more than one hundred support agents providing 24/7/365 driver and station owner support in multiple languages including English, French, and Spanish. ChargePoint's hardware is built in a modular, easily serviceable architecture (20 - 60-minute repair time), include granular level remote diagnostics, and are tested in ChargePoint's Advanced Test Facility. Charging stations are connected to the ChargePoint network which will allow Love's and remote technicians to manage stations, payment systems, monitor alarms and alerts, and quickly identify and resolve issues.

Love's is known for its helpful on-site staff who provide exceptional customer service 24 hours/day, 7 days/week, year-round. The Love's customer service training program is extensive and sites with EV charging will receive additional training specific to the operation of the EVSE, payment systems, and needs of EV drivers. Customer service will always be a high priority for Love's Travel Stops and Country Stores. The Omaha Travel Stop has a CSAT customer rating of **4.4 out of 5**, showcasing Love's guests' satisfaction.

Love's EV Project team employs a comprehensive approach to ensure that its Electric Vehicle Supply Equipment (EVSE) and payment systems maintain operational efficiency, achieving 97% or greater uptime during the five-year operations and maintenance period. This approach includes several key strategies:

- Proactive monitoring and diagnostic testing
- Preventative maintenance
- Rapid response times to issues
- Constant software updates and improvements
- Data analytics
- Robust Payment Systems

Due to the modular functionality of ChargePoint equipment, if one part of the system faults, it will localize the fault and allow ChargePoint's monitoring team to immediately triage the issue, without the need to stop full function of the charger, charger ports, or payment systems. Love's is staffed and open 24/7/365 so that any guest having an issue at Love's can be assisted in person. The on-site personnel will be readily available to support if the charger does experience a glitch. Love's on- site presence will review and determine best course of action.

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| **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:** Love's has developed a comprehensive approach to (O&M) for the EV charging equipment and equipment outage protocol, guaranteeing an efficient experience for stakeholders. Love's covers operating and maintenance costs, including licenses, fees, taxes, revenue sharing, utilities, and electric power supply for the charging equipment. Love's ensures continuous operation of EV charging stations through various measures including:

- **Immediate Communication with Drivers:** On-site personnel, ChargePoint app notifications, and on-site signage keep EV drivers informed of charging status during disruptions.
- **Weatherproofing:** All ChargePoint equipment is rated NEMA 3R and is built to operate safely in extreme weather conditions including temperatures from - 40F to 122F, heavy rains, high winds, and flooding
- **Redundant Equipment**: Love's will install two (2) dual port chargers with networked software to help prevent single point failures.
- **Isolation Capabilities**: Chargers can be selectively disconnected from the grid during electrical disturbances while keeping other loads online.
- **Proactive Grid Coordination**: Love's works closely with local utilities to reduce charging load during forecasted grid stress and prevent disruptions.
- **Remote Monitoring:** Charger status, power consumption, faults etc. are monitored in real-time to enable rapid response.
- **Emergency Response**: Dedicated crews are ready 24/7 to immediately restore charging after storms or other incidents.

Love's onsite staff will also support the maintenance of the EV charging station in its entirety by ongoing property maintenance including trash and snow removal to ensure that all customers can safely navigate the site. Love's has built, operated, and maintained successful fueling stations for 60 years, and is committed to extending its expertise to EV charging consumers.

Love's stations will be connected to the ChargePoint network which allows station owners and remote technicians to manage stations, monitor alarms and alerts, and quickly identify and resolve issues.

***Site Inspection and Upkeep features:*** The Love's location already has plan's in place for routine maintenance with required station site walks and daily checklists. These include:

- Love's Travel Stops will ensure the site undergoes period inspection of stations, including dusting and wiping down stations as necessary.
- Love's Travel Stops will ensure the site host maintains a clean and clear parking area for vehicles.
- Love's Travel Stops will ensure the site maintains adequate lighting on site and facility, including restrooms.

Love's Travel Stops will ensure the site has a snow removal plan to provide access to stations during/after inclement weather.

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| **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:** The ChargePoint Network offers the broadest feature set in the industry to support the data collection requirements for Love's EV Charging projects. Each charging station is connected to ChargePoint's Network Operating System (NOS), which stores and reports high-quality session and 15- minute interval data. Charging stations are designed with automated over-the-air station software upgrades to support new data-sharing features and enhancements.

ChargePoint is compliant with data protection laws including GDPR, CCPA, and PCI DSS. The EV stations do not directly collect personally identifiable information, and the mobile app links charging session data to user accounts consensually. ChargePoint publishes a comprehensive privacy policy annually that covers data collection, usage, sharing, retention, and user rights. User data is stored encrypted both in transit and at rest. Access controls, auditing procedures, and employee training help prevent unauthorized access. ChargePoint undergoes regular independent security audits and maintains ISO 27001 certification for information security management, contractually prohibit partners/service providers from misusing customer data and allow users to delete their ChargePoint accounts at any time which erases personal data.

ChargePoint has been incorporating Quarterly, Annual, and 3rd party (including real-time) data collection and reporting requirements in § 680.112 of the Federal Rule to ensure that States can easily access and report. ChargePoint treats data reliability and security with the utmost importance; the ChargePoint network runs in two physically independent secure hosted data centers, located hundreds of miles apart providing resiliency for disaster recovery.

ChargePoint has the experience, resources, and organizational capacity to provide the required data to NDOT. ChargePoint shares data with utilities and state agencies across the U.S. and reporting capabilities are continually evolving with new equipment and software. ChargePoint is working with the Joint Office to prepare for data collection through the EV-chART. It is our understanding that through EV-chART, the Joint Office will facilitate and streamline the reporting and collection of data for state DOTs for NEVI. ChargePoint has existing capabilities to share data through APIs, which would be the primary method for submitting the data required for NEVI. ChargePoint has been incorporating Quarterly, Annual, and 3rd party (including real-time) data collection and reporting requirements in § 680.112 of the Federal Rule to ensure that States can easily access and report.

Love's has access to the NOS Dashboard, a web-based interface with capabilities to provide readily accessible data, customizable reports, and the ability to export the data into an image, Excel, or CSV file. The access and use of the Network Dashboard will be governed by the terms of our Master Services and Subscription Agreement.

| **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:** Love's plans to utilize ChargePoint's warranty program, in combination with LAE's operations and maintenance comprehensive warranty. The LAE warranty confirms that repairs are initiated within 24 hours from the day they are notified of an issue and covers parts and on-site labor for repairs or replacement of defective products. Proactive monitoring, regular reports and changes to station policies are included in the station warranty, in addition to responses within one (1) business day and a 97% annual uptime guarantee. LAE will provide maintenance for the EV station in its entirety, where the ChargePoint program ends, LAE maintenance will begin to ensure robust coverage.

https://www.chargepoint.com/download-file/chargepoint-customer-managed-labor-plan-br-us-en

# 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.<br>**Y** Yes, the minimum NEVI Program requirement can be met.<br>**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 | ChargePoint, Inc | |
| **TRM.1.2** | Contact Name | Jessica Dooley | |
| **TRM.1.3** | EVSE Supplier Phone Number | (617) 593-9646 | |
| **TRM.1.4** | EVSE Supplier Email Address | Jessica.dooley@chargepoint.com | |
| **TRM.1.5** | EVSE Model | EXPP-PL2000 | |
| **TRM.1.6** | Link to EVSE Specifications (provide full address, not hyperlinked text) | https://chargepoint.box.com/v/EXPP-PowerLink2000-DS-EN-US [chargepoint.box.com] https://chargepoint.box.com/v/CP-Ent-Cloud-Plan-DS-EN-US https://www.chargepoint.com/download-file/chargepoint-customer-managed-labor-plan-br-us-en **(Please also see attached Exhibit D equipment specs and warranty)** | |
| **TRM.1.7** | Number of Chargers Proposed | 2 (dual port) | |
| **TRM.1.8** | Power rating (kW) of each charger | 320kW (up to 400kW) | |
| **TRM.1.9** | Number of Ports for Each Charger | 2 DCFC ports per charger | |
| **TRM.1.10** | Number & Type of Connectors Proposed for Each Charger | 4 CCS/NACS | |
| **TRM.1.11** | Is power sharing between ports proposed? If so, what is the maximum charge rate (kW) for any port? Describe how power sharing will work. | | **Y** |

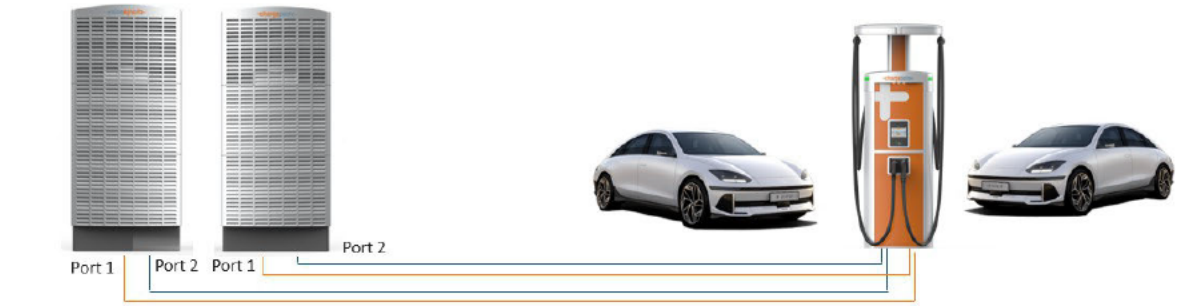
**Response:** The innovative design of ChargePoint Express Plus employs a modular architecture that allows for installations to serve today's needs and be able to scale up as demand grows with no stranded investment along the way. The chargers are *Buy America* compliant, ADA compliant and accessible.

Love's is proposing to install two (2) Power Link dual hose dispensers, and four (4) Power Blocks containing sixteen (16) 40kW Power Modules, which is a total power of 640 kW. Thanks to the Express Plus advanced power sharing technology, each of the two dispensers can send up to 320kW of power to a single port (hose) if only one vehicle is requesting a charge, or up to 160kW per port (hose) if two vehicles are requesting a charge at the same time.

For this project, the site will include two (2) ChargePoint Express Plus systems depicted in figure 1 for a total power output of 640 kW for the station. The system includes three primary components: the Power Link dual-port (CCS and NACS) dispensers, the Power Blocks, and the Power Modules.

***ChargePoint Express Plus Power Link with Dual Liquid Cooled Cables:*** The ChargePoint Express Plus Power Link is the station (dispensing component) of the Express Plus platform. Power Links dispense power to EVs and provide two (2) 500A liquid-cooled cables capable of simultaneous charging. The Power Link enables fast charging speeds, and the integrated cable management creates an easy charging experience and reaches all vehicles. Power Links are equipped with an 8-inch LCD touchscreen for easy and efficient EV driver interaction. It has built-in cellular networking that enables remote management via ChargePoint Cloud Service.

**Connectors:** ChargePoint's universal compatibility ensures that every electric vehicle can be accommodated with an SAE Combined Charging System (CCS) connector and the emerging North American Charging Standard (NACS) connector via an intelligent cable holster. These holsters are capable of automatically switching the connector attached to the dispenser cable without tethers that could become damaged, or connector ends that could come loose from either the dispenser or the cable.




Two Power Blocks/8 Power Modules = 320kW available power for intelligent steering between two isolated outputs (Port 1 and 2)

Dual port Power Link dispenser capable of charging a single EV at 320kW or sharing between two EVs in 40kW increments (e.g., 160kW each)

***Express Plus Power Module****:* The Power Module is a self-contained AC to DC power conversion system that operates at an output of between 100 and 1,000V and delivers up to 40kW at a max current of 100 amps (A). Power Modules are sealed units, easily installed in an Express Plus Power Block in the field without any special tools or technical expertise.

***Express Plus Power Block****:* The Power Block is the modular housing unit for up to five Power Modules that can provide up to 200kW of power.

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| **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:** Love's is not proposing battery energy storage at this time as the utility has confirmed they are able to deliver the 640 kW load capacity to Love's EV station. Additionally, Love's feels that adding this DER solution would negatively impact the cost effectiveness of the project in Omaha. To stay competitive and keep cost's lower for NDOT the pricing will not include the battery energy storage. It can be added at any time, at an additional cost, if requested by NDOT.

| **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:** ChargePoint's Information Security Policy is based on the PCI-DSS 3.2.1 information security standard, and the policy is reviewed at least annually. The PCI DSS standard requires a comprehensive information security policy that is used throughout the organization and is distributed to all system users, including contractors, vendors, and business partners. ChargePoint uses this chapter of its policies, Requirement 12, as a stand-alone security policy for that purpose, in addition to Requirement 12's other functions within the PCI standard. ChargePoint EVSE equipment possess the capabilities to ensure all credit card transactions are compliant with the latest Payment Card Industry Data Security Standards. All pay equipment is operational at start-up.

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| **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:**
The ChargePoint and Trillium (dba Loves Alternative Energy) warranty programs provide all required maintenance services and ensure the 97% uptime requirement is met. ChargePoint has established a global network of more than 120 field service partners with more than 4,800 qualified technicians who undergo a comprehensive training program. These technicians support station installation, perform field repairs, and provide warranty services, including same-day dispatch capability. ChargePoint's CMLP Warranty program guarantees acknowledgment of issues including remote troubleshooting and diagnostics. ChargePoint takes responsibility for fixing hardware issues by providing parts, labor, and repairs by expert support specialists. Proactive monitoring, regular reports, and unlimited changes to station policies are included with the warranty, as well as 24/7 multilingual support provided by both ChargePoint and LAE.

Additionally, LAE will provide maintenance for the EV station in its entirety. Where the EVSE Warranty program ends, LAE maintenance will begin to ensure robust coverage. LAE plans to guarantee a response will be provided no later than one business day from the date they become aware of an issue. ChargePoint's hardware is built in a modular, easily serviceable architecture (20–60-minute repair time), includes granular level remote diagnostics, and is tested in their Advanced Testing Facility.

Through ChargePoint's CMLP warranty program, they guarantee acknowledgment of issues within one business day, including remote troubleshooting. ChargePoint guarantees a response will be provided no later than one business day from the date they become aware of an issue. In addition to providing replacements for defective parts and labor for on-site repairs, CMLP warranty also provides coverage for labor related to the repair of components due to normal wear, accidental damage, and vandalism. Additionally, LAE will offer maintenance services for the five (5) year term for the entirety of the EV station.

***Summary of CMLP and LAE warranty features:***

- 24x7 proactive remote, automated station health monitoring
- Dispatch of repair technicians when required
- Next business day, on-site response after parts are delivered
- One day response to requests
- 97% annual uptime guarantee with financial penalties for non-performance
- Monthly reports and detailed quarterly reports of the station's performance metrics
- Coverage of labor for repairs typically not covered under standard warranty
- Perform triage with respect to any charging station that may be defective.

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| **TRM.1.15** | Suppliers must provide complete specifications and installation guides for all chargers and equipment. This information must also include any infrastructure required for the installation of a charger, including placement of bollards and curb stops. Installation guides are intended for construction or personal safety requirements related to installation to not cause injury, damage the equipment, or void the warranty. | **Y** |

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| **Response:** Training is available for all installers, electricians, and developers via ChargePoint University, a free online platform offering technical documentation, videos, and online learning courses. ChargePoint's installer program empowers our partners with the tools and services they need to safely and correctly install EVSE. A detailed OnBoarding Guide is provided for all new customers, installers, and resellers of ChargePoint equipment. Data sheets, installation instructions, and technical guides are all available on the ChargePoint website. Concrete-encased bollards and wheel stops will be installed to protect equipment from vehicle collisions. During construction, contractors and visitors to active construction sites are required to follow all applicable OSHA regulations. All electricians and installers will follow applicable building and fire codes and regulations during installation, including those set forth by the OSHA. All general contractors for engineering, procurement, and construction work will be required to submit a Safety Plan to Love's/LAE for review, and those general contractors are required to enforce their Safety Plan with their subcontractors. This will include performing a call before you dig, underground locates, and a barricade will be erected around the construction area to ensure guest safety during construction and a storage container for any necessary on-site materials. ChargePoint provides detailed Operations and Maintenance guides to installers and operators to ensure proper safety protocol is followed. See https://chargepoint.box.com/v/pl2000-sdg-en-us [chargepoint.box.com]<br>Love's EV Project Team understands the concerns raised related to vandalism and damage to the charging station and associated cables. ChargePoint has considered such risks in their equipment design by incorporating safety and crime prevention. All stations include a cable management kit to keep cables safely off the ground to avoid unintended damage. In the event of damage to the cord or vandalism, ChargePoint's Express Plus platform has smart cables that can proactively detect when a cable is damaged or cut to ensure a quick repair if needed. | |
| **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:** Love's will ensure there is one site-level Emergency Stop button installed that can be operated by a human to disconnect power from the chargers during an emergency. The Emergency Stop Button switch will be designed and built to isolate equipment during maintenance and be able to be activated by untrained personnel. It will be installed adjacent to the charging stations and will be clearly marked as an emergency shutoff. The final solution will meet all local and state codes and NDOT contract requirements. | | |
| **TRM.1.17** | EVSE shall have over-current protection rated for application. | **Y** |
| **Response:** All Love's NEVI compliant ChargePoint stations protect against surges 6kV at 3,000A, which limits the voltage supplied to the equipment in the event of a voltage spike. In geographic areas subject to frequent thunderstorms, supplemental surge protection at the service panel can be installed. The over-current protection in the Express Plus 2000 model is coordinated with upstream protection systems in the facility's electrical infrastructure. This coordination ensures that only the protection closest to the fault activates, minimizing disruption to the overall charging network while isolating the problem. The modular nature of ChargePoint's Express Plus platform allows it to scale easily, adding or removing power modules as needed. Each time a new module is added, its over-current protection rating is updated to reflect the total power output capability, ensuring that the protection system is always correctly sized for the station's capacity. The protection of ChargePoint equipment is implemented through high-capacity circuit breakers and fuses, thermal and magnetic trip mechanisms, and modular protections for individual power units, all in compliance with industry standards and best practices | | |
| **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:** Safety was a key consideration in the selection of Love's deployed EVSE DCFC equipment. The proposed charging station will be equipped with an emergency stop button. The user can press this button to automatically stop the function of the charger. Additionally, the charger will include a shunt trip, an electrical safety device used to remotely trip (shut off) the charge, if needed. If this occurs, both Love's and ChargePoint will be notified immediately to investigate. ChargePoint equipment has been designed to meet all applicable safety standards and the National Electrical Code (NEC) and Express Plus will comply with UL 2202, UL 2231-1, UL 2231-2, UL2594, CSA 107.1. Shipped products are UL and cUL listed. ChargePoint products include specific electrical safety features such ground fault detection and ground monitoring. In the event of a vehicle fire, ChargePoint stations will cut power once a fault is detected. | | |
| **Networking** | | **Y or N** |
| **TRM.1.19** | EVSE shall be network-ready to allow for management of charging operations. | **Y** |

**Response: T**he ChargePoint Network offers the broadest feature set in the industry to support the data collection requirements for this project. The ChargePoint EVSE is network- ready to allow us to manage charging operations. Every charging station is connected to ChargePoint's Network Operating System (NOS), which stores and reports high-quality session and 15-minute interval data. Charging stations are designed with automated over-the-air station software upgrades to support new data-sharing features and enhancements. This ensures administrative costs are minimized when reporting.

ChargePoint stations are continuously communicating over the ChargePoint Network and status updated in real-time and available on the web-based admin interface and via push alerts. The ChargePoint web interface provides the tools necessary to actively monitor and manage all stations, including near real-time status for each port, making it easy to view important information in a clear and concise table format. The intelligent and flexible platform connects all parties in the EV charging ecosystem including the driver, site hosts/station owners, utilities and more. The categories of reporting available on the ChargePoint web portal include:

- **Analytics:** Includes peak occupancy, session information, energy dispensed, GHG savings, Unique Drivers, Session Length, and Average Utilization.
- **Financial:** Monthly billing statements including how much EV drivers spent charging at Love's stations.
- **Logs:** A chronology of configuration changes and the success or failure of any attempt by the ChargePoint cloud to download information to the stations.
- **Audit Trail:** All configuration and other actions including the user account that performed the action.
- **Alarms:** A table of station events, including service-affecting faults

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| **TRM.1.20** | EVSE hardware shall be operable by a different network service provider without modification necessary from the original vendor. | **Y** |

**Response:** ChargePoint hardware and software will support interoperability requirements for charger-to-EV communication, charger-to-charger network communication, and charging-network-to-charging network communication, as well as a requirement for chargers to be designed to securely switch charging network providers without any changes to hardware.

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| **TRM.1.21** | EVSE shall be capable of connecting to a network via a secure hardwired, wireless, or cellular network. | **Y** |

**Response:** The ChargePoint Network offers the broadest and deepest feature set in the industry to support the data collection and reporting requirements for this project. Each charging station is connected to ChargePoint's Network Operating System (NOS), which stores and reports high-quality session and 15-minute interval data. Charging stations are designed with automated over-the-air station software upgrades to support new data-sharing features and enhancements. The ChargePoint Network is one of the largest, most advanced operating networks in the world with more than 235,000 activated chargers, and access to an additional 465,000 public places to charge through roaming integrations with other major networks in North America and Europe. All charging stations are coupled with the ChargePoint charge management system. This system is a cloud-based software platform, available by Wi-Fi, enabling all the necessary tools to manage EV charging stations, providing operational visibility and management of the complete charging ecosystem and to enabling station operators to reduce operating costs, increase station utilization, and optimize the EV driver charging experience.

| | | |
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| **TRM.1.22** | EVSE shall be accessible by NDOT upon request for inspection, testing, etc. | **Y** |

**Response:** All Love's stores are open to the public 24 hours a day, 7 days a week, 365 days a year. NDOT and relevant parties are more than welcome to come to the EV charging station at any time. We recommend that you reach out to Grants@loves.com at least 24hours prior to arriving during either construction or operations of the EV charging station so that we can make sure someone either at the store or otherwise is available to meet you and answer any specific questions that you have. Love's owns the sites proposed which eliminates any coordination between site host and contracted awardee.

| | | |
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| **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:** ChargePoint has the experience, resources, and organizational capacity to provide the required data to NDOT. ChargePoint shares data with utilities and state agencies across the U.S. and reporting capabilities are continually evolving with new equipment and software. ChargePoint is working with the Joint Office to prepare for data collection through the EV-chART. It is our understanding that through EV-chART, the Joint Office will facilitate and streamline the reporting and collection of data for state DOTs for NEVI. ChargePoint has existing capabilities to share data through APIs, which would be the primary method for submitting the data required for NEVI. ChargePoint has been incorporating Quarterly, Annual, and 3rd party (including real-time) data collection and reporting requirements in § 680.112 of the Federal Rule to ensure that States can easily access and report.

| **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:** Love's EV Project Team is aware of the potential strain on the electric grid and increased demand for charging during peak hours. Love's and LAE coordinate with the Omaha Public Power District to confirm that the expected power demand will remain within the capacity of the designed electrical system. To address concerns around load management and demand response, the project team has developed a comprehensive strategy that focuses on optimizing energy consumption and minimizing the impact on the grid. Omaha Public Power District Utility has confirmed they can provide the kW capacity of 640kW for Love's EV station.<br><br>ChargePoint's EV charge management software is designed to provide operational visibility and management of the complete charging ecosystem and to enable Love's to reduce operating costs through load management and demand response. ChargePoint's cloud-based software includes Power Management features at station or group of stations level to maximize available power, reduce electrical infrastructure costs, and mitigate utility service and demand charges. Software can dynamically set the Power Share ceiling based on pricing information from the utility and can fully automate to increase or decrease aggregate power consumption.<br><br>The project team will conduct public awareness campaigns to educate users on the importance of responsible charging behavior and encourage them to complete their charging sessions during non-peak hours. The project aims to create a community-driven approach to load management, reducing the overall burden on the grid during times of high demand.<br><br>Love's and ChargePoint recognize the importance of addressing concerns related to load management and demand response. Through the implementation of scalable EV chargers and public awareness initiatives, the project team is dedicated to ensuring the deployment of the chargers does not compromise the stability and sustainability of the electrical grid. | | |
| **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:** Love's EV Project Partner, ChargePoint, will supply us with EVSE that includes network communications, controls, and back-office support service that have the ability to monitor energy usage (kWh) and energy demand (kW) of the EVSE. | | |
| **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:** Love's NEVI deployed EVSEs will have communications that comply with OCPP 2.0.1. According to the Open Charge Alliance (OCA), Express Plus Power Link successfully completed OCA certification for OCPP 2.0.1 compliance on June 4th, 2024. | | |
| **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:** ChargePoint's Information Security Policy is based on the PCI-DSS 3.2.1 information security standard, and the policy is reviewed at least annually. The PCI DSS standard requires a comprehensive information security policy that is used throughout the organization and is distributed to all system users, including contractors, vendors, and business partners. ChargePoint uses this chapter of its policies, Requirement 12, as a stand-alone security policy for that purpose, in addition to Requirement 12's other functions within the PCI standard. Documented incident response and escalations procedures for security incidents are in place and provided to employees to guide users in identifying and reporting system failures, incidents, and complaints. The focus of incident management is to minimize downtime, service degradation, or security risk for customers and internal users. | | |
| **TRM.1.28** | Infrastructure shall have a point-of-sale and supporting network that uses an open protocol to allow subscribers of other EV charging system networks to access the EVSE. | **Y** |

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| **Response:** ChargePoint's point-of-sale network uses an open protocol that allows subscribers of other EV charging system networks to access the system. ChargePoint is a founding member of the effort to develop roaming agreements between all major charging networks to help make charging seamless for all EV drivers. ChargePoint registered drivers can utilize the ChargePoint app to initiate a charging session on any implemented roaming partner charging network, and conversely can utilize a roaming network's account to activate a station on the ChargePoint Network. | | |
| **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:** The EVSE deployed at the proposed station will be ADA accessible in height requirements for gesture screen and connectors. ChargePoint's Express Plus's full-color interactive 8-inch LCD display screen is gesture-controlled, user friendly, easy to operate, supports multiple languages, allows for custom messaging, and is legible in both day and nighttime. The LCD screens on the stations are located behind a polycarbonate award-winning material which protects it from vandalism, weather, and UV damage. | | |
| **TRM.1.30** | Display must show cost ($), time limitations, power, charging, charging complete, remote control, system status, faults, and service. | **Y** |
| **Response:** ChargePoint's Express Plus has a full-color interactive 8-inch LCD display screen is gesture-controlled, supports multiple languages, allows for custom messaging, super zooming up to 400%, and strong color contrast in light and dark modes. The display shows the cost, time limitations, power, charging, charging complete, remote control, system status, faults, and in service messages. | | |
| **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:** Love's will ensure that all forms of graphics including branding, logos, and/or art in the vicinity of the charging stations within the public ROW will comply with the rules and regulations as directed by NDOT. Love's has successfully contracted over 30 NEVI awarded stations across 10 states and is very familiar with branding and logo compliance language. | | |
| **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:** Love's and ChargePoint understand the concerns raised related to vandalism and damage to the charging station and associated cables. ChargePoint has considered such risks in their equipment design by incorporating safety and crime prevention. ChargePoint equipment includes anti-tamper techniques to prevent, deter, and detect unauthorized physical access and allows for unexpected or unauthorized access to be communicated immediately. ChargePoint has factored risks in the station design incorporating the following elements.

- Charging stations are made of anodized aluminum, providing superior graffiti-resistance, and protection from weather and UV damage.
- Connectors are in locking holsters preventing unauthorized access. When connectors are inserted, the connectors hide the only user-accessible screws, which are tamper resistant. These screws are also hidden by a plastic insert, so even when the connectors are not in place, the screws are not readily accessible or visible.
- LCD screens sit behind a polycarbonate award-winning material which protects it from vandalism, weather, and UV damage. Their connectors are in locking holsters preventing unauthorized access. When inserted, the connectors hide the only user accessible screws, which are tamper resistant. Screws are hidden by a plastic insert, so even when the connectors are not in place, the screws are not readily accessible or visible.
- All stations include a cable management kit to keep cables safely off the ground to avoid unintended damage.
- In the event of damage to the cord or vandalism, ChargePoint's Express Plus 2.0 has smart cables that can proactively detect when a cable is damaged or cut to ensure a repair is quickly conducted.

Additionally, Love's uses Crime Prevention Through Environmental Design (CPTED) by using a multidisciplinary approach that will deter criminal behavior and increase the customer's confidence in EV Charging at any Love's Travel Stop in Nebraska. The first approach will be through Natural Surveillance. Natural Surveillance is impactful because the design of the EV charging areas are in a clear area where drivers entering Love's can see the people at the EV charger area or where other EV drivers can easily spot the EV charging area. Another principle of CPTED is Natural Access Control. This is incorporated in Love's safety plans where customers are easily able to follow a clear, straight path from the EV chargers to the front door. Another principal is maintenance of the EV area which focuses on regular maintenance. Daily maintenance indicates an active presence of staff and discourages vandalism. Love's will have on-site staff members who will be responsible for the maintenance and cleaning of the EV charging area.

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| **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:** All ChargePoint equipment is rated NEMA 3R and is built to withstand extreme weather conditions, including temperatures from -40C to +50C (-40F to 122F), 95% humidity, flooding, heavy rains, high winds, and malfunctions due to condensation. All equipment complies with the National Electrical Code and Federal Communications Commission, Underwriters Laboratories Inc. (UL) safety standard, and NEC articles 625 as it applies to cord management.

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| **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:** All ChargePoint equipment is rated NEMA 3R and is built to withstand extreme weather conditions, including temperatures from -40C to +50C (-40F to 122F), 95% humidity, flooding, heavy rains, high winds, and malfunctions due to condensation. In geographic areas subject to frequent thunderstorms, supplemental surge protection at the service panel can be installed. All equipment complies with the National Electrical Code and Federal Communications Commission, Underwriters Laboratories Inc. (UL) safety standard, and NEC articles 625 as it applies to cord management.

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| **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:** Love's and LAE has a combined four decades of design build experience including adhering to local and federal construction and building requirements. All above ground structures including the EV charging canopy, will be designed and constructed to be compliant with the state building codes. In addition, ChargePoint products are designed, engineered, and built to comply with industry standards and applicable national, and local regulations and codes. Once the subcontractor has produced a draft of the construction drawings, the project team conducts a thorough internal review to ensure compliance with building codes, grant requirements and other relevant requirements.

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| **TRM.1.36** | EVSE and any external accessories (if applicable) shall have outdoor-rated enclosure – NEMA 3R or greater. | **Y** |

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| **Response:** All ChargePoint equipment is rated NEMA 3R and is built to withstand extreme weather and conditions. | | |
| **TRM.1.37** | EVSE shall have the ability to measure demand and energy delivered at an accuracy per national standards. | **Y** |
| **Response:** The EVSE deployed at Love's Sydney Travel Stop will have the ability to measure demand and energy delivered at an accuracy per national standards. ChargePoint Express Plus equipment meets the accuracy requirements outline in the National Institute of Standards and Technology Handbook 44 (NIST HB-44) and has received certification from the National Conference of Weight and Measures confirming that the equipment meets these accuracy requirements. | | |

# 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.<br>**Y** Yes, the Bidder can address this requirement.<br>**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 | 14375 Cornhusker Rd | |
| | 2. City | Omaha | |
| | 3. County | Sarpy County | |
| | 4. Zip Code | 68138 | |
| | 5. Exit Number of nearest exit from I-80 | 440 | |
| **Property Owner** | | | |
| **CSR.1.2** | Name of the entity who is the recorded owner of the property where EVSE will be located. | Love's Travel Stops & Country Stores, Inc. | |
| **Site Host** | | | |
| **CSR.1.3** | List the following Site Host information: | | |
| | 1. Site Host (Entity) Name | Love's Travel Stops & Country Stores, Inc. | |
| | 2. Site Host Contact Name | Spencer Haines | |
| | 3. Site Host Telephone Number | 713-332-5726 | |
| | 4. Site Host Email Address | Grants@loves.com | |
| **CSR.1.4** | Is the Bidder the Property Owner? | | **Y** |
| **CSR.1.5** | Is the Bidder the Site Host? | | **Y** |
| **CSR.1.6** | Is the Site Host the same entity as the Property Owner? | | **Y** |
| **CSR.1.7** | Is the Site Host an affiliated entity of the Property Owner? If yes, describe the nature of the affiliation. | | **N** |

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| **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:** | Love's Travel Stops is the Bidder, Site Host, and Property Owner of the above addressed Sydney parcel. We have full rights and access to this property. | |
| **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:** | New EVSE station | |
| **CSR.1.10** | Attach a site plan which identifies location and layout of proposed EVSE and supporting infrastructure – including utility connection - on the site. Site plan should include at a minimum:<br>1) Existing and proposed designated EV charging/parking space(s)<br>2) EVSE and supporting electrical equipment<br>3) Utility connection and path of electrical distribution to EVSE<br>4) Point of Sale Equipment<br>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)<br>6) Space (if any) available for future expansion of EV charging<br>7) Existing buildings on site<br>8) Vehicular access points to site<br>9) American Disability Act (ADA) access<br><br>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:** | Love's Omaha offers one secure ingress and egress point for all light duty drivers to enhance safety. A right turn from Cornhusker Road allows entry to the fueling location. The access point is well-lit and features multiple strategically placed signs for clear visibility. The entry is located directly off Cornhusker Road which intersects S 144th Street. S 144th Street is accessed easily from the off-ramp of I-80 and serves as effortless access to the on-ramp for I-80.<br><br>The station has existing signage to easily navigate and locate Love's Travel Stop. All Love's signage along the interstate is consistent, ensuring the travel stop is recognizable and brightly lit for those traveling along the interstate. Love's upgrades wayfinding signage to clearly identify the charging site location to an approaching driver from any point of ingress. Additionally, signage in the form of pavement stenciling, station branding, and EV only signs will be installed at each parking spot to safely direct and identify the availability of charging stations. | |
| **2.** | Describe the surrounding road access to the site including traffic patterns. | |
| **Response:** | This Love's site offers access from Interstate 80, a primary thoroughfare in the region. It is also conveniently situated near I-80 and S 144th Street. Interstate 80 typically experiences moderate traffic during peak hours, ensuring high visibility. This prime location, with direct access to the major highway, provides a highly convenient and accessible fueling station for motorists. It is also located .5 miles from the Amazon Fulfillment Center, 2 miles to the Chalco Hills Recreation area, and 1.5 miles from Prairie Queen Recreation Area. With an Annual Daily Traffic count of 54,300, this site will be highly utilized by local EV drivers, visitors, and will boost the local economy and spending in this region. | |

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| **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. |
| Love's and ChargePoint are dedicated to ensuring efficient and uninterrupted service from equipment that can withstand a variety of external conditions, such as weather-related challenges. In terms of environment resilience, all ChargePoint equipment is rated NEMA 3R and are built to withstand extreme weather conditions, including temperatures from -40°C (40°F) to as high as 50°C (122°F) and 95% humidity. ChargePoint equipment is rated to withstand snow, flooding, heavy rains, high winds, and malfunctions due to condensation. In areas with known, high lightning activity, surge protection would be added to electrical infrastructure. | |
| **4.** | Describe EVSE access during times of emergency such as evacuation during natural disasters. |
| **Response:** The Omaha Love's Travel Stop operates 24/7, 365 days a year, it serves as the final service point for motorists in times of emergencies, evacuations, and disasters, helping them avoid potential hazards while ensuring uninterrupted support for both drivers and first responders. When evacuations occur prior to extreme weather events, we are typically the last ones providing services to help people get out of harm's way. In addition, after the natural disaster occurs, we are the first up and running and providing necessary services. Love's offers indoor areas with power outlets and electronic charging devices for those who need to take shelter during times of inclement weather. We also provide necessary food, medications, convenience items, free drinking water, and fueling for local residents, those displaced from disasters, and first responders in natural disasters. Love's EV station will be located entirely under a fueling canopy to protect from inclement weather. The Omaha location is on the outskirts of the Omaha City area and serves as a gateway to a more remote area. A charging station at this Omaha location would be extremely valuable. | |
| **CSR.1.11** | How many total Direct Current (DC) fast charging stalls with dedicated DC fast charging ports will be available for charging. |
| **Response:** Love's executive team has dedicated four (4) DCFC fast charging stalls with four (4) dedicated DCFC fast charging 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:** Love's is proposing to install higher than the NEVI minimum standard of 600kW. Love's will be deploying DCFC stations capable of serving 640 kW, and the station transformer capacity will be inherently future proofed to allow the stations demand to reach 800kW.<br><br>**See attached Exhibit E site design for more details.** | |

| CSR.2 | Candidate Site Enhancements or Amenities | Y or N |
|---|---|---|
| **Enhancements or Amenities** | | |
| **CSR.2.1** | Site lighting at the charging facility? | **Y** |
| **CSR.2.2** | Cameras covering the charging facility? | **Y** |
| **CSR.2.3** | Canopy cover over charging area? | **Y** |
| **CSR.2.4** | At least one charging stall offers the ability to pull through a passenger vehicle and/or accommodate a vehicle that is towing a trailer? | **N** |
| **CSR.2.5** | Emergency call system (e.g., blue light phones) at the site? | **Y** |
| **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) _____ | |

| | | |
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| **CSR.2.7** | Availability of dedicated support staff person for EV charging at the site? | **Y** |
| | Available 24/7? | **Y** |
| | Available less than 24/7 (provide hours) _____ | |
| **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? | **Y** |
| | Available 24/7? | **Y** |
| | 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? | **Y** |
| | Available less than 24/7 (provide hours) _____ | |
| **CSR.2.13** | Access to shopping at the site or within 0.25 miles of the site, available access via sidewalks/pedestrian paths? | **Y** |
| | Available 24/7? | **Y** |
| | Available less than 24/7 (provide hours) _____ | |
| **CSR.2.14** | Access to recreational activities (e.g., dog park, walking paths, park) at the site or within 0.25 miles of the site? | **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:** Love's **C**onsistent, **A**ccessible, **R**eliable, and **E**nvironmentally friendly **(CARE)** EV charging approach applies for all EV drivers. The proposed DCFC station location currently has on-site accessible parking spaces, safe indoor areas, and well-maintained surroundings, which will create a comfortable, safe atmosphere, for EV drivers during their charging sessions.

Love's takes immense pride in providing the best **on-site 24/7 year-round amenities** for all customers, including:

- Safety first- dusk-to-dawn well-lit, parking lot with bright lighting and indoor waiting areas.
- Clean public restrooms with ADA compliant restroom stalls and diaper changing stations.
- Access to safe, indoor shelter and indoor seating areas with charging outlets.
- Multiple hot & cold food beverages options – Taco John's restaurants on-site
- EV trained on-site Love's staff present 24/7 year-round to assist drivers and ADA drivers with EV charging.
- On-site Love's staff that would conduct daily inspection of the DCFC station and the surrounding area.
- Trashcans are conveniently located throughout the lot.
- Ongoing parking lot maintenance including trash and snow removal.
- Canopy over the EV charging station and parking stalls.
- Grocery choices, including fresh fruits, milk, bread, and more.
- Grab and go food choices – sandwiches, wraps, salads, parfaits, chicken drumsticks, etc
- Designated Dog Park area for pets.
- Laundry and private shower facilities.
- Free drinking water, free Wi-Fi, and good cellular service reception.
- Shopping for personal items, clothing, gifts, technology products, lottery tickets, gift cards, and more.
- ADA accessible ramps to store entrances.
- Video games for kids and adults.
- Recreation vehicle friendly parking and propane tank exchange.
- Amazon Lockers, copy & fax services, ATMs, and check cashing.

| 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. |

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| **Response:** Love's is already an established customer of the Omaha Public Power District Utility. The utility is well acquainted with the site and are committed to working with the EV Project Team to coordinate timelines, avoid delays, and optimize resources. This will ensure that all stakeholders work together to achieve a cost-effective and efficient integration of EV charging infrastructure.<br><br>LAE's engineering department initiated its collaboration with Omaha Public Power District Utility from the Project's inception to facilitate the integration of EV charging stations into the existing grid. From these conversations, the team will install a new 480/277VAC 3-phase to exclusively service for EVSE to enhance power delivery and minimize strain on the grid. The engineering team will continue to maintain open communication with the utility throughout the Project, ensuring transparency and cooperation, coordinate timelines to avoid delays and optimize resources, and work together to achieve a cost-effective and efficient integration of EV charging infrastructure.<br><br>Love's installation partner LAE has corresponded with Omaha Public Power District Utility, and they have confirmed that the project site will have the load capacity needed for this EV station buildout, as well as to accommodate for potential future project expansion. We understand that when deploying electric vehicle charging infrastructure, early utility collaboration is critical to enable quicker deployments. Over our 7-year EV buildout journey, we have learned that this proactive step will ensure that all stakeholders work together to achieve a cost-effective and efficient integration of EV charging infrastructure. To get ahead of potentially long utility make-ready applications and interconnection timelines, members of Love's EV team will meet with the utilities regularly and early in the project planning process.<br><br>**See attachment B for Love's signed utility form.** | |
| **CSR.3.2** | Describe the communications networking capabilities at the site. |
| **Response:** The ChargePoint Network is one of the largest, most advanced operating networks in the world with more than 235,000 activated chargers, and access to an additional 465,000 public places to charge through roaming integrations with other major networks in North America and Europe.<br><br>All charging stations are coupled with the ChargePoint charge management system. This system is a cloud-based software platform enabling all the necessary tools to manage EV charging stations, providing operational visibility and management of the complete charging ecosystem and to enabling station operators to reduce operating costs, increase station utilization, and optimize the EV driver charging experience. | |
| **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:** Love's proposed DCFC site has strategic placement at the junction of Highway Exit 440 off Interstate 80 (I-80), a major cross-country transportation corridor. The site meets NDOT's NEVI Candidate Location #2 and is anticipated to be highly competitive and sustainable based on projected utilization and the high traffic count of the surrounding area. The location has an Annual Average Daily Traffic (AADT) volume is 54,300. Love's has received confirmation from the utility that there is sufficient electric power service for the location. Love's already owns the site so there is no need for site acquisition. The site is currently in operation so there will be minimal prep needed to begin construction. To ensure customer safety, the construction area will be barricaded and labeled with appropriate signage, and additional safety precautions will be taken if necessary. Because the project includes work with energy sources, lock/tag/try procedures will be implemented on appropriate equipment. | |
| **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:** Love's expects to have to secure the following permits for this project – electrical permits, building permits, and fire safety permits. It takes approximately 6 months from design completion, based on our experience installing EV charging stations nationwide, to secure all necessary permits. Once awarded and given NTP, LAE will work efficiently to obtain all required permits. | |
| **CSR.3.5** | Identify potential risks, issues, challenges, and needs related to the candidate site and plans for mitigating these risks. |

**Response:** Love's understands that challenges may and often will arise during project implementation. The collective project team has many years of experience with EVSE implementation projects and has identified and shared best practices to overcome challenges.

**Permitting:** Typical risks to securing a permit efficiently include lack of compliance with relevant building codes and/or lack of understanding of the information needed in construction drawings and permit applications by the AHJ. Either of these scenarios could lead to a permit application being returned for corrections, potentially extending the permitting timeline by weeks or months. The project team will leverage its experience managing DCFC projects across many jurisdictions to mitigate these risks.

**Utility processes:** To get ahead of potentially long utility make-ready application and interconnection timelines, we will meet with the utilities regularly and early in the project planning process.

**Reliability:** Reliability of EV charging infrastructure is critical and a top priority. We will ensure the uptime requirements are met by applying the LAE warranty in addition to ChargePoint's CMLP warranty, the industry's most comprehensive warranties and management programs providing remote monitoring and troubleshooting, ensuring repairs are initiated within 24 hours and covering parts and on-site labor for repairs or replacement of defective products.

**Severe weather:** To mitigate the risks of severe weather, we will try to schedule construction outside of the seasons with extreme weather. When this is not possible, our team and subcontractors develop risk mitigation plans to endure the event and its aftermath.

Love's EV team have plans in place to mitigate these risks as/if they arise.

| **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 that prevent turning movements from the site access points to the roadway. | |
| **CSR.3.7** | Is there a signalized intersection at the site access point? | **N** |
| **Response:** | There is not a signalized intersection at the site access point as there is an easily accessible driveway entrance on the right side of the access road. | |
| **CSR.3.8** | Will the EVSE be clearly marked at the site? Describe how they will be identifiable. | **Y** |

**Response:** Love's will install signage in the form of pavement stenciling, station branding, and EV only signs at each parking spot to safely direct and identify the availability of charging stations. Well-placed, visible signs can safely direct a driver to a station and raise awareness and confidence in the availability of EV charging stations.

**Love's will ensure signage for EV chargers are easily identifiable:**

- Signage placed at site ingress and at EV parking spots to safely direct drivers (shown below).
- Multiple signage points for safe ingress and egress for all drivers.
- Signage is brightly lit from dusk to dawn to help drivers see Love's station.
- Bright parking lot lighting in all weather conditions.
- ADA accessible EV charger and accessible parking space is easily identifiable and is in compliance with applicable accessibility standards adopted by the Department of Transportation's ADA regulations and adopted by the Department of Justice's ADA regulations.

| 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:** Love's plans for future-proofing are part of incorporating design features that will facilitate the needs of current and future EV drivers and commercial fleet operators. Love's owns the real estate and operates this established Love's Travel Stop location. Ownership of the property allows for Love's to incorporate future proofing design features. The site has been configured to avoid expensive pavement work by situating electrical distribution in a grassy area adjacent to the EV chargers which eliminates the need for costly construction work in the future.

Our vision is to create a network of charging stations that are not just functional but are ahead of the curve. ChargePoint's Express Plus platform has advanced power sharing technology. The rated power level for each DCFC port is 160kW per port simultaneously. The site is inherently future-proofed due to the modular nature of Express Plus, whereby the power can be shared across both ports. So, since each charge is connected to two Express Plus Power Link's, when a single car is charging at one of the charging ports, the EV will be able to charge up to 320kWh. Very few cars can utilize 320kW of charge today, but we expect that to change over time. ChargePoint's Express Plus platform system provides the opportunity to maintain a steady pace with technological advancements in the market simply by adding additional power modules.

The Express Plus Power Link has the capacity to hold five (5) 40kW Express Plus Power Modules and deliver 200kW of charging per port. Love's proposed project has six (6) Express Plus Power Links each with four (4) 40kW Express Plus Power Modules capable of charging up to 160kW per port. In the future, an additional Express Plus Power Module of 40kW could be deployed in each Express Plus Power Link. The addition of these modules will increase the charging capacity from 160kW to 200kW per port. This future proofing strategy provide the ability to charge at a single port up to 400kW when one EV is charging and 200kW at each port simultaneously when two (2) EVs are charging, and a station capacity of 800kW. This upgrade requires minimal downtime and no construction to implement. Additionally, this flexibility ensures that Love's infrastructure can evolve alongside advancements in EV technology and energy storage solutions of the future.

**Love's Future Proofing strategy includes:**

• **NACS** will be included as a charging port option as part of our future proofing strategy. ChargePoint's universal compatibility ensures that every EV can be accommodated with open standard CCS1 connectors and the emerging NACS connector via an intelligent cable holster. These holsters are capable of automatically switching the connector attached to the dispenser cable without a connector end ever coming loose from either the dispenser or the cable. ChargePoint's NACS connector availability for new and existing EV charging station deployments, including Express Plus. ChargePoint's charging stations offer cable modularity, enabling replace, repair, or exchange of charging cables and connectors, including NACS as needed. Love's goal is to provide charging for all EVs on the road, regardless of connector type, while maintaining compliance with all federal NEVI minimum.
• **Planning and installing electrical infrastructure** to allow for future expansion. Installation of additional conduits to allow addition or upgrading of equipment and reduce the need for costly construction work in the future.
• **Pull-Through Planning Option** for future expansion for larger vehicles, trucks, vans, trailers, 5th wheels. The team carefully considered the cost of pull-through charging for this site. However, the team determined that adding them at this time would negatively impact the scoring of the cost proposal evaluation. The team is happy to add a pull through spot if NDOT would like for it to be incorporated. The additional cost for a pull through spot is approximately $200,000.
• **Power Sharing Capability** for the proposed station configuration provides the capability of charging the car at a max of 360kW which is a limitation of the CCS1 standard. This equipment design and station configuration provide a fast-charging experience for the customer while optimizing construction and operational costs.
• **Canopy for the EV Charging area is included in the proposal.** Traditional fueling customers are accustomed to fueling under a canopy so they do not have to deal with the external elements. We believe EV drivers deserve the same experience. We have included a canopy over our proposed EV charging station with the ability to easily install solar in the future.
• **Utilization of the Express Plus platform** which includes advanced power sharing technology enabling multiple charging spots at a single site to dynamically share power to maximize efficiency is proposed as future proofing strategy.
• **Upsized switchgear** is proposed as part of our future proofing strategy. We are proposing 480V/2000A at the site. The site's switchgear will have enough surplus capacity to serve additional chargers without the need for major electrical upgrades or site disturbance in the future. Switchgear will have the capacity to increase the power of chargers or add additional chargers. Requesting a larger utility service, deploying additional equipment pads, oversizing the switchgear capacity, and installing spare conduit prepares the site for flexible, easy, and cost-effective future expansion.

**Spacing** planning for future expansion for additional charging ports and parking spaces as demand grows. Love's will immediately deploy four (4) charging ports, and, because of the size of our parking lot, we future proof our designs to accommodate one (1) additional charger and two (2) additional parking spaces for future upgrades.

| 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:** Love's, with extensive fleet relationships and a large footprint, is well positioned for the MD/HD EV charging space. While current projects include only LD passenger EV charging, Love's considers this the first step in Love's larger EV strategy. For example, four passenger EV's simultaneously charging is a considerable strain on the current utility infrastructure. The power demand of the charging station is four times more than an average Love's store. Love's intends to apply lessons learned from the passenger EV charging experience to its MD/HD strategy. Some lessons learned from the LD EV charging network expansion that will benefit the MD/HD EV charging network include:

- Addressing significant power demand.
- Managing charging dwell times for customers.
- Managing charging and queuing.
- Leveraging existing facilities for project sites.
- Maximizing funding opportunities.

As the industry and fleet ecosystem adapt and grow, Love's will be prepared to evolve with it.

## 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:** In alignment with our commitment to environmental sustainability, Love's is planning to offer EV drivers the option to charge their vehicles with 100% renewable electricity. Drivers who select the renewable energy option will pay a slight price premium. This pricing strategy ensures that we meet the needs of both price-sensitive consumers and environmentally conscious groups.

Love's also has the option to utilize Green-e Renewable Energy Certificates (RECs). Green-e RECs are a reputable and verifiable method to offset the environmental impact of electricity consumption and guarantee the incorporation of renewable energy into our operations. By purchasing unbundled Green-e RECs, we are effectively sourcing renewable energy equivalent to the electricity used by our EV chargers.

Additionally, ten (10) of Love's stores are already powered by on-site solar systems. In the future, Love's would also like to add solar renewable energy resources to this site if adequate funding becomes available. Without grant support, on-site solar would increase construction costs, leading to higher end-prices for EV drivers. This would be contrary to our objective of providing a comfortable, affordable, and reliable charging experience. More renewable energy options can be added to the site at an additional expense at any time in the future.

| 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:**

Love's has the desire, expertise, and real estate in Omaha to install extra EV driver amenities like pull-through charging, canopies, PV solar and battery storage. The team has carefully considered the cost of these site additions and has determined adding them at this time would negatively impact the scoring of the cost proposal evaluation. The proposed project includes future proofing strategies that will allow Love's to scale the site's power, capacity, or both over time as demand dictates. Love's forward-thinking vision includes integrating charging stations to provide grid services using ChargePoint Power Share technology. The site is inherently future-proofed due to the modular and scalable nature of Express Plus, whereby the power can be shared across both ports. An additional Power Module can easily be added to increase power to 200kW simultaneously per DCFC port to meet the needs of future vehicles.

Our full innovative strategy at this site includes:

1. Upsizing switchgear to ensure the site will have enough surplus capacity to serve additional chargers without the need for utility upgrades or site disturbance in the future. Switchgear at all sites will have the capacity to increase the power of chargers or add additional chargers. Love's will also upsize the utility service and equipment pads to prepare for flexible, easy, and cost-effective futureproofing.
2. Installing additional conduits to allow the addition or upgrading of equipment without costly construction work. The spare conduit will be housed in a pull box located at the furthest charging station from the switchgear and adjacent to stalls licensed for future expansion, ensuring easy and quick deployment of additional stations with minimal site disturbance and cost.
3. Providing operation data to help determine which expansion efforts would best serve EV drivers. Data from the initial years of operation will help determine which expansion efforts would best serve drivers. (For example, data revealing many higher-powered sessions due to bigger battery cars could result in the addition of Power Blocks and Power Modules in our Express Plus systems to increase the power output per installed port or, data showing a high volume of overall sessions, could indicate the need to add additional ports.) Each port will be equipped with a SAE Combined Charging System (CCS) and North American Charging Standard (NACS) connector options.

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| **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:** Love's NEVI Project supports the U.S. Department of Transportation's (USDOT's) and the Nebraska's goal to use the NEVI program to support the creation of well- paying jobs with the free and fair choice to join a union. Love's is committed to working with Disadvantaged Business Enterprises (DBEs) and incorporating workforce development into project activities as frequently as possible within the scope. The project will support the incorporation of training and placement programs consistent with Executive Order (EO) 14025, Worker Organizing and Empowerment (86 FR 22829), and EO 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335). All project activities will prioritize hiring local workforce and work will be reimbursed in accordance with the local prevailing wage.

To ensure these commitments are fulfilled, LAE has enacted the following policies for all EV projects:

- Work with Nebraska's Small Business Development Center Network (Nebraska SBDC) to research and identify potential small, women-owned, minority-owned, veteran-owned, and/or other diverse businesses and workforce qualified to be involved in the Project, including contractors, subcontractors, and suppliers.
- Directly contact identified diverse businesses and potential workforce to communicate the Project's commitment to diversity and inclusion and to solicit interest in participating in the Project.
- Include diversity requirements in the bid documents for the Project to ensure that all potential contractors, subcontractors, and suppliers are aware of the Project's commitment to diversity and inclusion.
- Consider the diversity of the bidder's workforce and subcontractors as part of the evaluation criteria.
- Monitor and report the Project's progress to ensure that diversity goals are met, and progress is shared with NDOT.

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| **CSR.4.4** | Describe the plan for use of local businesses and/or workforce in Planning, Design, Construction and Inspection, and Operations & Maintenance. |

**Response:** As a values-driven, community-focused business, Love's actively seeks out and develops partnerships with Disadvantaged Business Enterprises (DBEs) to foster equitable economic growth in the diverse communities we serve. Love's also prides itself on bolstering local employment across the more than 40 states we operate in by employing hardworking team members from the neighborhoods surrounding each of our travel stop locations. The proposed project is in Cheyenne County, and the community surrounding the project is impacted by transportation barriers, ranking in the 57th percentile. All project activities will prioritize hiring local workforce, and work will be reimbursed in accordance with the local prevailing wage.

The EV Project Team is committed to working with DBEs and incorporating workforce development into project activities as much as possible within the scope. This Project supports the U.S. Department of Transportation's (USDOT's) and the Nebraska Department of Transportation's (NDOT's) goal to use the NEVI program to promote the creation of well-paying jobs with the free and fair choice to join a union. The project will support the incorporation of training and placement programs consistent with Executive Order (EO) 14025, Worker Organizing and Empowerment (86 FR 22829), and EO 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335). All project activities will support the local workforce, providing opportunities for local subcontractors that will be identified later in the process, and work will be compensated in accordance with the local prevailing wage. Additionally, Love's EV Project Team includes our Compliance Team that has experience working with Davis-Bacon wage rates and corresponding federal requirements.

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| **CSR.4.5** | Describe the plan for the site to serve users with disabilities including access to amenities at the site. |

**Response:** In compliance with ADA guidelines, all Love's Travel Stops have several elements to serve users with disabilities, including access to amenities at the site:

- A well-lit, maintained and monitored parking lot to ensure customer safety
- Snow and trash removal to ensure that all customers can safely navigate the site
- Staff members are available 24 hours a day, 7 days a week, year-round and receive disability awareness training that provides guidance on how to best assist customers.
- Multilingual customer support at the EV chargers by toll-free phone number and SMS
- Store entrances are wheelchair accessible, with no steps or other barriers to entry.
- Restrooms are designed to be accessible for individuals with disabilities, each restroom as a minimum of one stall with wider doors and grab bars, and accessible sinks, toilets, and paper towel dispensers.
- The service counter at the store is designed to be accessible for individuals using wheelchairs, with a lowered section for wheelchair access.
- The EVSE is ADA accessible in height requirements for gesture screen and connectors. ChargePoint's Express Plus's full-color interactive 8-inch LCD display screen is gesture-controlled, supports multiple languages, allows for custom messaging and is legible in both day and nighttime.
- At least one EV parking space will meet the accessible design standards recommended by the United States Access Board and include an ADA compliant path of travel that connects a charger to an accessible route leading to the store's entrance.
- When developing the site design, LAE considers the cross slope and grade of any accessible route to help provide an easily navigable path for individuals with mobility issues.
- Bollards are used to protect chargers instead of wheel stops which can be difficult to navigate for individuals in wheelchairs.

| **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:** Love's has qualified the proposed sites to ensure these common risks are mitigated to the greatest extent possible. Bollards and wheel stops are installed to protect charging equipment from vehicle collisions, while lighting, security cameras, and staff onsite 24/7 mitigate vandalism and risk to driver's personal safety.

**Additional Operational Safety strategies include:**
- Staff training on potential hazards, emergency procedures, and customer safety.
- Bollards and wheel stops to prevent vehicle collisions with stations.
- Well-lit charging areas and well-lit lots from dusk to dawn and during inclement weather.
- Security cameras for video surveillance.
- On-site staff 24/7 to mitigate vandalism and risk to driver safety.
- Posted safety information explaining charging procedures.
- UL-rated, encased equipment designed to NEC standards.
- Integrated ground fault and surge protection systems.
- Regular maintenance and inspections by EVITP certified electricians.
- On-site support staff in case of emergency.
- Emergency stop button.
- Fire Extinguisher
- Automated External Defibrillator (AED)
- 24/7 support staff in person, by phone, or SMS available to immediately disable unsafe Equipment.

| | |
|---|---|
| **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:** The most common safety incidents encountered at EVSE deployments include vehicle collision with equipment, vandalism, poor parking, and parking management. Love's and it's project partners are committed to having a safe and secure EVSE fueling station during all facets of the project. During the development of the proposed project site, physical safety is a top priority. The following is Love's safety plan for the project:

**Construction Worker & Public Safety**
Contractors and visitors to active construction sites are required to follow all applicable OHSA regulations. LAE requires all subcontractors to submit a Safety Plan for review and ensures that it is enforced. A barricade will be erected around the construction area to ensure guest safety during construction and a locked storage container will be used for any necessary on-site materials.

**Additional Construction site safety includes:**
- Clearly marked construction zones with cones/barricades to separate work areas.
- Signage and flagged personnel to direct any traffic flow changes.
- Required PPE for all workers (reflective vests, hard hats, safety glasses, etc.).
- Regular safety meetings and inspections by site supervisors.
- Proper storage of materials and trench covering to prevent hazards.
- Compliance with all OSHA and state/local regulations.

**Equipment Safety**
Safety was a key consideration in the selection of the EVSE DCFC equipment. ChargePoint products have been designed to meet all applicable safety standards and the National Electrical Code (NEC) and Express Plus will comply with UL 2202, UL 2231-1, UL 2231-2, UL2594, CSA 107.1. Shipped products are UL and cUL listed. ChargePoint products include specific electrical safety features such ground fault detection and ground monitoring. In the event of a vehicle fire, ChargePoint stations will cut power once a fault is detected.

The most common safety incidents encountered at EVSE deployments include vandalism, vehicle collision with equipment, poor parking, parking management, and loitering at the host site. ChargePoint has considered these risks in their design by incorporating the following elements. Charging stations are made of anodized aluminum, providing superior graffiti-resistance. LCD screens sit behind a polycarbonate award-winning material which protects it from vandalism, weather, and UV damage. Their connectors are in locking holsters preventing unauthorized access. When inserted, the connectors hide the only user accessible screws, which are tamper resistant. Screws are hidden by a plastic insert, so even when the connectors are not in place, the screws are not readily accessible or visible. All stations include a cable management kit to keep cables safely off the ground to avoid unintended damage. In the event of damage to the cord or vandalism, ChargePoint's Express Plus 2.0 has smart cables that can proactively detect when a cable is damaged or cut to ensure a repair is quickly conducted.

Additionally, all ChargePoint stations protect against surges 6kV at 3,000A, which limits the voltage supplied to the equipment in the event of a voltage spike. In geographic areas subject to frequent thunderstorms, supplemental surge protection at the service panel can be installed. All ChargePoint equipment is rated NEMA 3R and is built to withstand extreme weather conditions, including temperatures from -40C to +50C (-40F to 122F), flooding, 95% humidity, heavy rains, high winds, and malfunctions due to condensation

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| **CSR.5.3** | Describe the plan for workforce training. |

**Response:** Love's workforce training program provides employees with the skills and knowledge they need to provide excellent customer service, operate the company's facilities safely and efficiently, and advance their careers within the company. Team leaders review skills and responsibilities regularly, and input from the field is encouraged and implemented. The program includes both classroom instruction, on-the-job training, and online learning modules.

Love's sites that offer EV charging have expanded training programs that include the comprehensive ChargePoint University training for key operations staff, and all staff will have trainings focused on a wide range of topics, including: • Introduction to Electric Vehicles

- Why EV Charging is Important at Love's
- Special EV Driver Needs & Mobility Considerations
- EVSE Operations and Maintenance Troubleshooting
- Emergency Contacts and Procedures

Love's EV workforce training program supports the goals of the NDOT Equity Guiding Principles and the Justice40 Initiative by providing individuals in underserved, disadvantaged, and low-income communities with the skills and knowledge needed to succeed in a clean energy industry. The program is accessible to all members of the community, including those with disabilities, by providing accommodation and assistive technologies when needed. The training courses are culturally inclusive, considering the diversity of the community and the different ways that people learn.

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| **CSR.5.4** | Describe the plan for public and/or stakeholder engagement. |

**Response:** LAE and ChargePoint recognize the importance of community engagement in the successful deployment of EV charging infrastructure. We have a dedicated team that is responsible for engaging with local stakeholders, including community members, businesses, and government officials. We use a variety of strategies to communicate and collaborate with stakeholders, including public meetings, surveys, and social media.

EV chargers will be integrated into the Love's app, and ChargePoint network which is viewable on the worldwide EV charging station map at Chargepoint.com, on the ChargePoint mobile app, the Department of Energy's Alternative Fuel Data Center charging station locator automatically via the ChargePoint Application Programming Interface (API). EV charging locations are also populated on web-based charging station locators such as PlugShare. These mapping resources are key to reducing range anxiety, engaging drivers, and ensuring strong utilization of EV charging infrastructure.

| **CSR.6** | **Candidate Site EV Charging Rates and Payment Options** | **Y or N** |
|---|---|---|
| **Rate Setting** | | |
| **CSR.6.1** | Provide a general description of the proposer's approach to 1) the proposed rate structure and methodology for assessing user fees for charging (e.g., cost +1%, additional cost at peak times, initiation and/or idle fees in addition to energy charges ($/kWh), discount coupons to use EVSE at the candidate site, etc.), 2) ensure payment options are secure, equitable, and accessible, and 3) billing practices. Provide statement confirming the approach described is consistent with NEVI formula program requirements and FHWA Final Rule. | **Y** |

| | | |
|---|---|---|
| **Response:** Love's will offer a transparent price structure based on $/kWh. Pricing will be set by Love's to encourage the long-term viability of the proposed EV chargers and to maximize utilization. DCFC projects require high upfront capital investment and typically have a payback period of five (5) to 10 years based on a variety of factors, including operational costs (energy costs, demand charges, and station maintenance and upkeep), projected charging system utilization, and other critical variables in the business of EV charging. Love's proposed rate structure and methodology for assessing user fees will follow the NEVI Program's Notice of Proposed Rule Making under Docket Federal Highway Administration (FHWA)-2022-0008: Under Section 680.106(f) which includes secure and accessible payment methods, no membership requirement, no curtail of power, and multiple language options for customers with limited English proficiency along with those who may have disabilities.<br><br>Love's EV payment experience will be consistent across Nebraska and will include contactless options through ChargePoint's app, debit and major credit cards, pre-paid card options for the under banked, and plug and charge options (using ISO standards). Payment options will also include multilingual access, ADA access, and on-site 24/7 assistance by Love's staff. EV drivers can register with a ChargePoint driver account to enable greater functionality and convenience via the ChargePoint Network. This is a free service to EV drivers and does not require a subscription or setup fees to join thus increasing accessibility. In addition, ChargePoint takes a robust proactive approach to cybersecurity. Their policies are grounded in the PCI-DSS 3.2.1 standard for safeguarding information, ensuring the highest level of security for all users.<br>Today, the EV charging price falls between $0.50-$0.65/kWh throughout the country. A specific price will be determined at the time of station activation. It will be driven by utility rates and comparable DCFC pricing in the nearby areas. Love's does not require a subscription for EV charging, the price to charge will be displayed on the screen, and the price will not change during the charging session. Love's EV payment experience is designed to be equitable and consistent throughout Nebraska.<br>The charging rate will be posted on the EVSE screen and will not change while the EV is charging. ChargePoint's billing practices will maintain PCI (Payment Card Industry) compliance and will be audited on an annual basis by Coalfire, an independent 3rd party Qualified Security Assessor (QSA). Coalfire has more than 17 years of experience in IT security and compliance, serving thousands of client organizations across the United States and Europe including 3M, AWS, Azure, Orion Health, Concur, InstaMed, and many more. Love's payment approach is consistent with the NEVI program requirements and FHWA Final Rule. | |
| **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 |
| Love's is dedicated to providing the best customer fueling experience no matter what the fuel type. Because of this, customer loyalty is integral to Love's customer fueling experience plan. Love's will have extra rewards or loyalty incentives for EV users, but a membership will not be required to fill. | | |
| **CSR.6.3** | Will a cash payment option be available? If yes, explain how cash will be accepted. | Y |
| **Response:** A cash customer would be able to buy a pre-paid card in the Love's Store location in Omaha to use for fueling at the EV charging site. See 6.4 Credit Card explanation for more details. | | |
| **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:** Payment options at Love's EV station will include:

- ***Credit Card***: Drivers may use a contactless credit card or call the toll-free number clearly displayed on every station 24/7 to authorize charging. EV drivers will be able to pay via a credit card without having a ChargePoint account or the mobile app.
- ***Apple Pay and Google Pay "Tap to Pay"***: ChargePoint stations are compatible with Apple and Android phones using NFC technology with Google Pay and Apple Pay, allowing drivers to pay by tapping their phones at the station as if they were using a contactless credit card. No membership or registration required.
- ***ChargePoint Account and RFID Card:*** New drivers can open an account online and sign up to receive a free ChargePoint card. The driver's ChargePoint account is synched to the driver's credit card, PayPal, Google Pay, or Apple Pay as a funding source.
- ***ChargePoint Mobile App:*** EV drivers can start and stop charging with just one tap in the mobile ChargePoint app. Like the ChargePoint RFID card, this app is synched to the driver's ChargePoint account.
- ***Smartphone and Smartwatch "Tap to Charge":*** ChargePoint drivers can use the NFC capabilities of their Android or Apple smartphone or smartwatch and tap at the station in lieu of using an RFID card. This feature ties the session to the driver account, enabling all features of the mobile application and activity tracking.

***Roaming Between Networks:*** ChargePoint registered drivers can utilize the ChargePoint app to initiate a charging session on any implemented roaming partner charging network, and conversely can utilize a roaming network's account to activate a station on the ChargePoint Network. ChargePoint is a founding member of the effort to develop roaming agreements between all major charging networks to help charging seamless for all EV drivers.

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| **CSR.6.5** | Will payment by phone app(s) be available? If so, will this require any fees? If yes, explain. | Y |

**Response:** Payment options will also include tap to charge options including Android and iPhone paired payment app options. Multilingual access, ADA access, and on-site 24/7 assistance by Love's staff will be available to those who need additional assistance. EV drivers can register with a ChargePoint driver account to enable greater functionality and convenience via the ChargePoint Network. This is a free service to EV drivers and does not require a subscription or setup fees to join thus increasing accessibility.

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| **CSR.6.6** | Will payment by RFID card be available? If so, will this require any fees? If yes, explain. | Y |

**Response:** Through ChargePoint's app, users have multiple payment options including major credit cards, Apple Pay, Google Pay, pre-paid card options for the under banked, and plug-and-charge options (using ISO standards). Users can pay for charging sessions by using a ChargePoint RFID card, which is linked to their ChargePoint account. The RFID card allows drivers to start and stop charging sessions by simply tapping the card on the card reader located on the charging station.

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| **CSR.6.7** | Describe the plan to allow unbanked individuals to pay for charging. | Y |

**Response:** Inclusivity and Diversity are key factors in Love's customer success plan. There are pre-paid card and cash options for the under banked and unbanked. Unbanked drivers can use cash options to pay for their charging sessions in multiple ways, one being a pre-paid card that is made accessible to all guests at a Love's Travel Stop.

# 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 | Assumed NTP Date |
| | Design completion<br>• Provide all approved utility requests<br>• Provide detailed schedule and work plan<br>• Provide all required deliverables as indicated in the RFP | February 1, 2026 | Design Completion |
| | Permitting completion<br>• Provide all required permits | April 1, 2026 | Permitting Completion |
| | EVSE and other major equipment procured and on-site | December 1, 2026 | Procurement Completion |
| | Construction (both site preparation and EVSE installation) completion<br>• Complete Material procurement<br>• Begin construction | March 1, 2027 | Construction Completion |
| | Power service available at Site | April 1, 2027 | |
| **2. Substantial Completion as Determined by the NDOT** | Testing completed | May 1, 2027 | |
| | Installation Acceptance from NDOT<br>• Provide test procedures<br>• Conduct preliminary field test for each site<br>• Final Acceptance (site 100% ready for public use) | June 1, 2027 | |
| | Operation and Maintenance<br>• Provide O&M plan and schedule<br>• Provide Site Performance Records<br>• Provide end of O&M Final Report | July 1, 2027 | |

# Attachment B – Utility Form

123703 Z6 NEVI Formula Program

SITE APPLICANT INFORMATION (Site Applicant to complete.)

| Name of Company/Customer | | Facility Owner's Name | | |
|---|---|---|---|---|
| Loves Travel Stops and Country Store | | **Love's** | | |
| Address | | City | State | Zip |
| PO Box **26210** | | Oklahoma City | OK | **73126** |
| Contact Name | Contact Email | | Contact Phone | |
| Sifat Chowdhury | sifat.chowdhury@trilliumenergy.com | | 4056559698 | |

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

| | | | |
|---|---|---|---|
| Address of Site | 14375 Cornhusker Rd, Omaha, NE 68138 | | |
| Latitude/Longitude | **41.15747100 / -96.13697000** | | |
| Number of Chargers Anticipated | 4 | Total Service Power Level (kW) | 800 |
| Type of Service | ☒ New Service (No existing lines) | ☐ Existing Service Lines | ☐ Upgrade of Existing Service |
| Account Number | | | |
| Type | ☐ Primary Service | ☒ Secondary Service Proposed | In-Service Date |
| Number & Size of Conductors Anticipated | 5 x 600 MCM per phase | | |
| Requested Voltages (i.e., 3-phase 277/480V 4 wire) | 277/480V 4-wire | | |
| Service Capacity (amps) | 2000 | Load Requested (kVA) | 800 |
| 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**<br><br>**(This high-level cost* and time estimate** includes Power Transformer, terminator pole, if applicable, Service Lateral or conductor and Metering.)**<br><br>***Cost estimate to be covered by Site Applicant.**<br><br>****Time estimate is from the time of official service request and subject to change.** | $107,565.63<br><br>**Timeline:**<br>TIMELINES ARE DEPENDENT ON MULTIPLE FACTORS AND VARIABLES AND CAN'T BE DETERMINED AT THIS TIME. |

| | |
|---|---|
| Additional Engineering & Construction Costs/Time Estimates<br><br>(These estimates include additional time and costs for primary line extension to customers' location and upgrades required to accommodate new load.) | $TO BE DETERMINED<br>Timeline: |
| Site Applicant construction responsibilities for electric distribution service | $ |
| Electric Distribution Company (EDC) construction responsibilities for electric distribution service | $ |
| Total Estimated Timeline for Site Applicant | |
| Total Estimated Cost to Site Applicant | $ |

Utility Company Name: OPPD

Signature: _____

Title: ESD

Date: 10/15/25

Additional notes:

ALL COST ARE ESTIMATES AND CAN BE CHANGED IN ACCORDANCE WITH FUTURE COST.

**NOTE FROM LOVE'S - This is the form received back from the utility. Please note the updated date. Important values have been updated to reflect current RFP 123703 Z6. Updated contact email is Drew.lee@loves.com, contact phone- 225-335-7165**

# 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** | Love's Travel Stops & Country Stores, Inc | | |
| **Proposed Location (Address or Latitude/Longitude)** | 14375 Cornhusker Rd, Omaha, NE 68138 | | |
| **What is the general land use of the proposed site.** | ☑ Commercial<br>☐ Residential<br>☐ Agricultural<br>☐ Recreational<br>☐ 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. |
| There is no known or suspected contamination on the property. |
| **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 Omaha Love's site is currently in operation as a Love's fueling station for gas and diesel vehicles, so the deployment of EV chargers will require minimal construction and infrastructure upgrades. The chargers will be installed in an existing parking lot. Love's owns the project site and all buildings at this established travel stop, and as such is able to facilitate charger deployment, permitting, stakeholder relationships, and future expansion with ease and experience. Love's is an established customer of the Omaha Public Power District. Love's, Love's Alternative Energy and the utility are all committed to working together to coordinate timelines, avoid delays, and optimize resources ensuring a cost-effective and on time project. |
| **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. |

| |
|---|
| Love's project partner Love's Alternative Energy has a proven track record of adhering to regulations and permitting processes of local authorities over EV charging stations and obtaining all required authorizations including land use, building and other permits. Only building, structural, and electrical permits are needed for this project. Our project managers ensure seamless permitting and coordination. Upon NTP, we will work to obtain all required permits. |
| **Risk:** Identify potential risks, issues, challenges, and needs related to the candidate site and plans for mitigating these risks. |
| Love's is not aware of any risks or challenges related to the candidate site. If any issues do occur, Love's will notify NDOT immediately. |

## 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: Spencer Haines

Signature: _____

Title: EVP and CFO

Date: **10/15/2025**

Love's Travel Stops & Country Stores, Inc

10601 North Pennsylvania Avenue, Oklahoma City, OK 73120
www.loves.com

October 16, 2024

Nebraska Department of Transportation
1500 Nebraska Parkway
Lincoln, NE 68502-5480

To Whom it May Concern:

Love's Travel Stops & Country Stores, Inc (Love's) is pleased to provide this Letter of Commitment and proof of access to property recognizing our ownership of the properties in Nebraska listed below, and our dedication to supporting NDOT's mission of establishing an interconnected, reliable, equitable EV network as a viable long-term charging solution to benefit all Nebraska residents and visitors. The proposed sites will be available through the duration of the agreement for the purpose of acquiring, constructing, maintaining, installing, operating, and maintaining these stations in accordance with 23 CFR 680 and all applicable laws and regulations.

Love's is fully committed to installing, maintaining, and operating DCFCs at two locations in Nebraska for a minimum of five years to fill gaps on the Alternative Fuel Corridor in accordance with NEVI rules. By serving as the site host owner-operator, the need for site host agreement negotiations is eliminated, providing a faster and more efficient project deployment. All Love's locations are staffed and open to the public 24 hours every day, year-round:

1. Store #625, 645 Chase Blvd, Sidney
2. Store #730, 14375 Cornhusker Rd, Omaha

If NEVI funding is awarded to Love's, we agree to provide site access to the Nebraska Department of Transportation, and its partners, including NDOT's Environmental Program Branch to comply with the National Environmental Policy Act and Categorical Exemption process if necessary.

Please do not hesitate to contact us if you have any questions regarding our commitment to this important project.

Sincerely,

Spencer Haines
Executive Vice President of Finance & Chief Financial Officer
Love's Travel Stops & Country Stores, Inc

10601 North Pennsylvania Avenue, Oklahoma City, OK 73120
www.loves.com

## Team Qualifications and Experience

The EV Project Team consists of Love's, Trillium, and ChargePoint. All the project partners are committed to following NEVI guidelines and the NDOT Guiding Principles. The roles and responsibility of each party, implementation, and Operations and Maintenance (O&M) teams are represented in the tables below. (Subcontractors will be named later in the process.)

| Phase | Leader | Role | Description |
|---|---|---|---|
| All Phases | Kimberly Okafor, Trillium/Love's | General Manager, Zero Emission Solutions | Ms. Okafor manages the commercial aspects of the EV charging portfolio including working with project and operations managers to ensure stations are built and operated according to contract guidelines. This also includes managing station budgets including incoming power costs, station maintenance costs, and other operational costs such as taxes and licenses.<br><br>Ms. Okafor manages the price charged to the customer and ensures that the business is operating in a fashion that is profitable and valuable for customers. |
| Design Build Implementation | Guido Struyk, Trillium/Love's | Project Manager, Site Host Representative | Mr. Struyk is the main point of contact for the station deployment, and manages the schedule, budget, and subcontractors. He is also the Love's site host representative and works closely with the entire team to ensure that Love's general managers and additional key staff are informed and involved in the project at every stage. |
| | Patrick Fumagalli, Trillium | Project Engineer | Mr. Fumagalli is an electrical engineer who works with the designers to ensure that a technically sound, safe, and operable station is designed. |
| | Matthew Gommel, Trillium | Construction Project Manager | Mr. Gommel manages the construction contractor and ensures the EV charging stations are installed safely per manufacturer guidelines and the station design drawings. |
| | Todd Sternberg, Trillium | Commissioning Manager | Mr. Sternberg works with ChargePoint to get the system online and functional. They also work with the local AHJ to obtain approval to operate. |
| | Johnnie Neal, Trillium | Safety & Compliance Manager | Mr. Neal works with the implementation team to ensure each phase is conducted safely. They also provide compliance updates as dictated by the contract. |
| | Jessica Dooley, ChargePoint | Equipment & Software Vendor | The equipment for the station is manufactured by ChargePoint. Ms. Dooley ensures the system design and deployment align with all NEVI requirements and ADA regulations. |
| Operations & Maintenance | Lance Schmidt, Love's | Director of Facility Maintenance | Mr. Schmidt manages charging station maintenance. A key tool is the Service Channel platform that requests, tracks and responds to any EV charging station service calls. Service Channel uses APIs to connect the ChargePoint software, ensuring that any maintenance requests are immediately connected to ChargePoint for rapid response and resolution. |
| | Jessica Dooley, ChargePoint | Operations and Maintenance Provider | Ms. Dooley ensures that EV charger operations and maintenance is coordinated through a combination of remote diagnostics, including real time station data, proactive monitoring, and diagnostics for fixing hardware issues. |

# Kimberly Okafor

## General Manager of Zero Emissions Solutions

## Professional Profile

**General Manager of Zero Emissions Solutions - Trillium, 2021- Present**

- Manages the Solar, Electric Vehicle and Hydrogen fueling business for both Love's Travel Stop and Trillium.
- Determines the strategic direction for these businesses and ensures the organization is well positioned for zero emission fuels.

**Manager of Zero Emissions Solutions – Trillium, 2018 - 2021**

- Manages the Electric Vehicle and Hydrogen fueling business for both Love's Travel Stop and Trillium.

**Sales Engineer – Trillium, 2016 – 2018**

- Provides preliminary engineering and associated cost estimates for compressed natural gas (CNG), hydrogen and electric vehicle (EV) stations across the nation.

**Instrumentation and Subsea Controls Engineer – ExxonMobil, 2012 – 2016**

- Managed contractor and sub-contractor daily activities.
- Presented technical and business recommendations to key stakeholders on best method to proceed during project execution.
- Used business judgement to analyze and solve technical, regulatory and business related problems for the project with agility and poise.
- Interfaced with multiple parties for decision making and alignment.
- Led validation testing activities and led safety assurance for all testing activities for the project.
- Managed the qualification of new technologies based on industry testing specifications and internal practices.
- Increased knowledge of new technologies through several presentations and training sessions.
- Led regular interface meetings with management to evaluate prospective candidates.
- Provided quarterly recruiting status and planning presentations to management.
- Led annual planning meeting with management to recommend recruiting targets based on analysis of industry environment and group workload.
- Incorporated Microsoft Excel to more easily compare candidates.

**Electrical & Telecommunication Engineering Intern – Bechtel Corporation, Summers of 2008, 2009 & 2010**

- Improved subcontractor quote evaluation process by implementing a Microsoft Excel spreadsheet that ranked contractors based on a number of different factors.
- Implemented a method to correctly cross check the radio frequency being provided by the radio subcontractor for the project; The spreadsheet was memorialized and utilized by other projects.
- Reviewed subcontractor and project documents and drawings to ensure consistency and alignment with project specifications.
- Reviewed project specifications against industry specifications to ensure alignment and consistency.

## Education

**The University of Houston**

- Bachelor of Science, Electrical & Electronics Engineering, Magna Cum Laude - 2011

# Guido Struyk
## Senior Project Manager

## Professional Experience

### Tenure

Guido Struyk has a diverse background in the energy industry that includes project management regulatory compliance, civil construction and environmental analysis. He oversees and coordinates the construction and implementation of new alternative fueling stations.

Guido has served as the Project Manager for the PennDOT P3 program, leading the company to earn several awards for Trillium's performance.

### Work Experience

**Sr. Project Manager - Design Build Services**
Trillium 2016-Present

**Supervisor Construction and Delivery**
Talisman Energy USA, Inc., 2010 - 2016

**Team Lead, Regulatory & Technical Services**
Fortuna Energy, Inc., 2006 – 2010

**U.S. Land Coordinator & Contracts Analyst**
Talisman Energy, Inc., 2003 - 2006

### Education

- Bachelor of Commerce, Petroleum Land Management and International Business, University of Calgary, Alberta, 2001
- Bachelor of Commerce and Bachelor of Engineering, Mount Royal College Calgary, Alberta, 1999

## Design-Build PM Experience

- PA Allentown - LANTA
- PA Altoona - AMTRAN
- PA Beaver - BCTA
- PA Bradford - ATA
- PA Butler - BTA
- PA Donora - MMVTA
- PA DuBois - DuFAST
- PA Easton - LANTA
- PA Ebensburg - CAMTRAN
- PA Erie - EMTA
- PA Gettysburg - CPTA
- PA Greensburg - WCTA
- PA Harrisburg - CAT
- PA Hermitage - MCRCOG
- PA Indiana - INDIGO
- PA Johnsonburg - ATA
- PA Johnstown - CAMTRAN
- PA Kingston - LCTA
- PA Lebanon - COLT/LT
- PA Lemont Furnace - FACT
- PA Meadville - CRATA
- PA New Castle - NCATA
- PA Pittsburgh - PAAC
- PA Scranton - COLTS
- PA St. Clair - STS
- PA State College - CATA
- PA Swiftwater - MCTA
- PA Warren - TAWC
- PA York - CPTA

# Patrick Fumagalli
**Manager of Engineering**

## Professional Experience

### Tenure

Patrick Fumagalli has been with Trillium since 2018. He has a background in project design, engineering, procurement, and construction over a diverse number of fueling and energy technologies. Patrick is involved throughout the entire lifecycle of the project and is a source of technical knowledge for Trillium project managers, Trillium construction managers, contractors, and the customer.

### Work Experience

**Manager of Engineering**
Trillium, 2021 - Present

**Project Engineer - Design Build Services**
Trillium, 2018 - 2021

**Project Engineer - Electrical**
Richard Design Services, 2016 - 2018

**Project Engineer - Electrical**
KBR, 2014 - 2016

### Education/Achievements

Bachelor of Science, Electrical Engineering
The University of Texas at Austin, 2014

### Design-Build Project Experience

- IL Champaign Urbana – Hydrogen Station
- NM Albuquerque ABQ – New CNG Station
- OK Oklahoma City EMBARK - New CNG Station
- OH Cleveland GCRTA Hayden – New CNG Station
- OH Cleveland GCRTA Triskett –CNG Upgrade
- CA Riverside RTA – CNG Upgrade
- CA Hemet RTA – CNG Upgrade
- NY Buffalo NFTA – CNG Upgrade
- NY Brooklyn NYCT – CNG Upgrade
- NY Queens NYCT – CNG Upgrade
- CA Tulare Loves – EV Charging
- CA Ripon Loves – EV Charging
- CA Madera Loves– Solar
- IL Hamel Loves – Solar
- IL Kankakee Loves – Solar
- IL Knoxville Loves – Solar

# Matthew Gommel, PMP
## Manager of Construction

## Professional Profile

**Manager of Construction - Trillium, 2023 – Present**

- Responsible for Construction Management Team and overseeing all construction activities.

**Project Manager – Trillium, 2017 - 2023**

- Responsible for 20+ Compressed Natural Gas, Electric Vehicle, and Solar stations with combined budget of $18M.
  - Responsible for the design, permitting, contracting, compliance, budgeting, schedule and coordination with contractors, AHJs, utilities, and all appropriate stakeholders.
  - Completed CNG stations for both private and public enterprises.
  - Lead PM for Trillium's Electric Vehicle Charging projects inclusive of six EV projects throughout CA at various stages from conception to commissioning.
  - Lead PM for installation of 3.5MW of power at 10+ onsite solar projects with budget of $11.4M.

### Halliburton

**Project Manager: Sand Control Tools, 2017**

- Project Manager responsible for 12+ projects with a budget of $9.6M
- Responsible for project charter, execution of deliverables, integration of support, budget and schedule
- Provided monthly pulse reports to senior management on the state of the projects

**Development Engineer & Project Manager: 5 ½" PetroGuard Shunt Redesign, 2013 – 2016**

- Delivered the first edition of the tool to market which led to $10.7M in revenue the first year.
- Led a redesign effort which reduced the cost by 30% with estimated annual savings of $675K which was critical to the awarding of a $6M contract in the Asia Pacific market.
- Provided on location global engineering support for the first installations in Nigeria and Myanmar.

**Development Engineer & Project Manager: 4 ½" OptiSteam Redesign, 2016**

- $195K project brought in 9% under budget and on schedule. Reduced the overall cost by 35%.

**Development Engineer & Project Manager: 3 ½" PetroGuard Shunt System - Halliburton, 2013 - 2015**

- $750K project brought in 8% under budget and delivered on schedule.
- Estimated global revenue of $3.5M - $5.0M.

### United States Air Force

**Engineer: Tunner/Havorsen Aircraft Loader Program, 2011 – 2013**
**AFCENT Depot Liaison Engineer, 2011**
**Structures Engineer: C-130 Weapon System, 2009 - 2011**

## Certifications

- Project Management Professional (PMP) certification, May 2017
- Basic Offshore Safety Induction and Emergency Training (BOSIET) with HUET & EBS
- Engineer in Training (EIT)/Fundamentals of Engineering Exam, Passed Oct. 2010
- Program Management, Level I
- SPRDE S&T Manager, Level I ; SPRDE Prog. Sys. Eng., Level I ; SPRDE Sys. Engineer, Level II

## Education

**Texas Tech University, BS Honors, Mechanical Engineering – May 2009**
**Commissioned as Officer in the United States Air Force – May 2009**
**Engineer in Training (ETT)/Fundamentals of Engineering Exam – October 2010**

# Todd Sternberg
**Commissioning Manager**

## Professional Experience

### Tenure

Todd Sternberg has been with Trillium since 2010. He has been a journeyman electrician since 1988 dealing with industrial systems throughout his career.

### Work Experience

**Commissioning Manager**
Trillium 2010 - Present

**Estimating Manager and Journeyman Electrician**
Myers Electric 2002 - 2010

**Design/Construction Manager**
Lowell Energy 1996-2002

### Education/Achievements

- Journeyman Electrician Program, 4 years
- High School Graduate

## Design-Build PM Experience

- CA Santa Ana OCTA – Hydrogen Station
- CA San Diego MTS IAD Station
- CA San Diego MTS KMD Station
- CA San Diego MTS SBMF Station
- CA Woodlands YOLO – CNG Upgrade
- IL Naperville City – New CNG Station
- NM Albuquerque ABQ – New CNG Station
- OH Cleveland GCRTA – New CNG Station
- PA - PennDOT P3 Program
- TX Austin City – CNG Upgrade
- TX Fort Worth FWTA – CNG Upgrade
- NY College Point NYCT
- VA Richmond GCRTA
- OH Cleveland GRTC

# Johnnie Neal
## Manager of Safety and Quality

## Professional Experience

### Qualifications

Johnnie Neal oversees the entire Trillium safety, compliance and training department. Specifically, Johnnie develops and supervises all training for Trillium customers and employees. Johnnie also supervises the Trillium safety and compliance department.

Johnnie is a successful, results-driven professional manager with an extensive 10 year background in the terminal, transportation and safety industry. His experience ranges from an entry-level manager over trucking terminal to a full-time manager responsible for safety, compliance and training for all of Trillium. In his time with Trillium, Johnnie developed and implemented company-wide policies, procedures and training programs to streamline operations. He also makes sure Trillium stays in compliance with federal training and operation guidelines.

### Work Experience

**Manager of Safety and Quality**
Trillium, 2021-Present

**Manager, Training and Compliance**
Trillium, 2016-2021

**Manager of Terminal**,
Enterprise Products, 2014–2016

**Assistant Manager of Terminal**,
Enterprise Products, 2012–2014

**Manager of Yard Operation**,
Union Pacific Railroad, 2007–2012

## Education

- Basic Ariel Mechanics School
- Ariel CNG Mechanics School
- ANGI Basic CNG School
- Intro to HYC School
- HYC School
- Basic Air Compressor
- Basic Generator
- TGT Dispenser School
- API Certification Safety Course
- Fire Warden Certificate
- OSHA 30 Construction Certificate
- OSHA 30 General Industry Certificate
- HAZWOPER Training

# *Jessica Dooley*

(617) 593-9646 ~ Jessica.Dooley@ChargePoint.com


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**ChargePoint, Inc**

**Director, Business Development,** North America **January 2021 – Current**

- Responsible for the development of new customer relationships as well as strategies that capture emerging EV hardware and software.
- Develop go to market offerings for large segments of customers including Hospitality, Commercial Real Estate, Multi Family, Fuel & Convenience, Quick Serve Restaurants and strategic nationwide customers.
- Collaborate alongside internal stakeholders including Solutions Engineer, Project Managers and Product team to execute programs and offerings that place ChargePoint in a leadership position.
- Sales implementation of best-in-class hardware with complex software integrations such as Driver Experience Network, API Integrations, CPO and eMSP deployment.
- Support nationwide NEVI deployments, including grant application support, project development, and strategic sales support.
- Oversight of operations and maintenance activities for EV charging stations under the National Electric Vehicle Infrastructure (NEVI) program, ensuring optimal performance, reliability, and uptime of charging facilities.
- Oversee troubleshooting efforts for EV charging equipment, addressing hardware and software malfunctions, network connectivity, and power system issues.
- Utilize real-time monitoring systems to track EV charging station performance and provide detailed reports for stakeholders.

**Senior Fleet Account Executive,** North America

- Presidents Club Winner FY24
- Provided EVSE Consulting for Enterprise level Fleet customers with nationwide footprint.
- Executed partnership agreements with Fleet Management companies across North America to implement take-home fleet programs and consulting.
- Grew take-home fleet segment by more than 200%
- Executed API integration with national Fuel Card Services provider allowing customers to use fleet payments in ChargePoint mobile app

***Enterprise Fleet Management*** **September 2015 – Dec 2021**

**Area Sales Manager,** New York, New Jersey, and Connecticut

- Responsible for coaching, training and developing the second largest sales team in the country, with six direct reports.
- Exceptional Achievement Award Winner July 2021
- Surpassed 27,000 on lease October 2021 for the Tri-State NY/NJ/CT Area
- Surpassed 25,000 vehicles on lease October 2020 for the Tri-State NY/NJ/CT Area
- Surpassed 15,000 vehicles on lease August 2020 for the New York City/LaGuardia Area

**Senior Account Manager**, New England

- Managed over 50 fleet clients in New England based territory, with a combined fleet size of over 3000 vehicles.
- Finished #1 of all Account Managers for new Referral Business Sales in the Northeast Fiscal Year 2019
- Finished #28 of 112 Account Managers in the Diamond Sales Club Fiscal Year 2019
- Sales Trip Award Winner July 2019; July 2018
- Century Club Winner July 2019; August 2017
- Finished #13 of 85 Account Managers in the Emerald Sales Club Fiscal Year 2018

***Enterprise Holdings, Inc*** **June 2004 – August 2015**

**Talent Acquisition Manager,** Boston North

- Responsible for all internal and external hiring needs for 7 daily rental territories totaling 40 branch locations north of Boston and Metro-West
- Finished #2 among 150 of Human Resources Professionals for hiring and selection metrics.
- Exceptional Achievement Award Winner Fiscal Year 2014
- Consistently above sales quota with approx. 180 Hires per year and 15 Average hires per month
- Build relationships with local Colleges & Universities to increase candidate referrals through career and networking events.

**Area Rental Manager**, Boston North

- Responsible for cultivating a sales culture in a fast-paced daily rental environment.
- Ability to drive profit performance consistently above corporate average through sales team training and execution.
- Maintained a fleet of 900 vehicles with 6 branch locations with an operating profit of over $172 per car.

**Branch Manager,** Logan Airport

- Responsible for maintaining a high level of customer satisfaction operating in a high touch, fast paced market.
- Achieved record-breaking client satisfaction score of 94% during summer of 2009
- Surpassed 2000 vehicles on rent while and achieving record-breaking operating profit of over $900 per car by exceeding upgrade revenue and rate management.

***Education***

*Bentley University*, Waltham, MA, Bachelor of Science, Information Design and Corporate Communication
Marketing Concentration with a Minor in Information Technology **May 2004**
*Gamma Phi Beta International Sorority***;** Public Relations Vice President

10601 North Pennsylvania Avenue, Oklahoma City, OK 73120
www.loves.com

## LANCE E. SCHMIDT

2525 Merlot Court, Edmond, OK 73012
(405) 213-9774, Lance.Schmidt@Loves.com

## EXECUTIVE SUMMARY

Supervisor of Facilities Maintenance for 460+ locations operating 24/7/365 across the U.S. Over 25 years overseeing multiple employees across three departments. Execute corporate strategy and ensure management, support, coordination through leadership, reporting, communication, planning, monitoring, and providing resources.

## PROFESSIONAL EXPERIENCE

**Love's Travel Stops, Supervisor of Facilities Maintenance** **Apr. 2017 – Present**

- Plan, prioritize, assign, supervise facilities staff
- Participate in developing dept. goals, policies, procedures
- Make recommendations for improvements to standards, policies
- Participate in implementing approved policies
- Monitor work for compliance with policies
- Participate in preparing and administering budget
- Submit budget recommendations; monitor expenditures

**RaceTrac Petroleum, Senior Service Manager** **Apr. 2015 – Apr. 2017**

- Helped create in-house maintenance program; 30 techs, 600 stores
- Monitored $10M budget; reviewed reports, P&L
- Led, trained staff; ensured appropriate resources
- Oversaw $1.3M special projects budget - upgrades, repairs, replacements
- Led $1.5M, 460-store fountain reset project; provided exec. updates

**SDI Petroleum, Operations Manager** **May 2014 – Feb. 2015**

- Directed reorganization of underperforming company; improved P&L $1M+ in 7 months
- Inspected stores to ensure standards for service, management, cost controls
- Developed and implemented Manager Certification program

**QuikTrip**
**Facility Support Supervisor** **Apr. 2002 – Oct. 2013**

- Provided leadership and vision; managed 35 staff, 73 outlets
- Developed $6.5M expense and $3.5M capital budgets
- Provided performance feedback during quarterly one-on-ones
- Controlled staffing expense by maximizing productivity, efficiency

**Training Manager** **Apr. 1999 – Apr. 2002**

- Ensured training of full and part-time store employees
- Recruited, interviewed, and hired part-time employees
- Presented skill schools, workshops, completed orientation

## EDUCATION

| | |
|---|---|
| M.A. Media Communications | Webster Univ., St. Louis, MO |
| B.S. Journalism | Univ. of Kansas, Lawrence, KS |

# ChargePoint® Express Plus with Power Link 2000

A flexible DC fast charging platform that grows with you.

# Express Plus Specifications

## Express Plus Power Module

| Express Plus Power Module Output | |
|---|---|
| Max Output Power | 40 kW |
| Max Output Current | 100 A |
| Power Conversion Efficiency | Up to 96% |
| Power Factor | 0.99 at full load |

| Express Plus Power Module Specification | |
|---|---|
| Power Module Dimensions | See diagrams below |
| Power Module Weight | 45 kg (98.5 lb) |
| Power Module Cooling | Liquid-Cooled Technology |
| Harmonics | iTHD < 5% (Complies with IEEE 519) |

## Express Plus Power Block

| Express Plus Power Block Input | |
|---|---|
| Input Rating | 3-phase, 400-480Y VAC, 310-260 A 50/60 Hz (200 kW)<br>Optional: 3-phase, 400-480Y VAC, 255-210 A 50/60 Hz (160 kW) |
| Wiring | L1, L2, L3, Earth |
| Short Circuit Current Rating | 65 kA |

| Express Plus Power Block Output | |
|---|---|
| Max Output Power | 200 kW<br>Optional: 160 kW |
| Output Voltage, Charging | 100 to 1000 VDC |
| Max Current per Output | 350 A, 500 A |

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| | |
|---|---|
| Number of Stations Served | One Power Block can serve up to 2 Power Link stations. Additional Power Blocks can be added to serve more stations or increase power output. |
| Max Power Modules per Power Block | 5 |

| Express Plus Power Block Specifications | |
|---|---|
| Power Block Dimensions | See diagrams below |
| Power Block Weight | 455 kg (1000 lb) without Power Modules |
| Power Block Enclosure Rating | Type 3R, IP56, IK10 |

## Express Plus Power Link 2000

| Express Plus Power Link Output | |
|---|---|
| Max Output Power per Connector | Up to 1.2 MW, dependent on cable amperage and Power Block configuration |
| Output Voltage, Charging | Megawatt Charging System (MCS)<br>Phase 1: 100 to 1000 VDC<br>Phase 2: up to 1250 VDC<br>Other Connector types: 100 to 1000 VDC |
| CCS1 Max Output Current | 500 A with liquid cooled cable |
| CCS2 Max Output Current | 500 A with liquid cooled cable |
| North American Charging Standard (NACS) Max Output Current | 500 A with Omni Port |
| CHAdeMO Max Output Current | 200 A |
| MCS Max Output Current | Phase 1: 1200 A with liquid cooled cable<br>Phase 2: 3000 A with liquid cooled cable |

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| Express Plus Power Link Specifications | |
|---|---|
| Station Dimensions | See diagrams below |
| Station Footprint | See diagrams below |
| Station Weight | Approximately 209 kg (459 lb). Refer to Site Design Guide for more details. |
| Number of Connectors | Up to 2 connectors per station |
| Supported Connector Types | CHAdeMO, CCS1 (SAE J1772™ Combo), CCS2 (IEC 61851-23), SAE J3271 Megawatt Charging System for Electric Vehicles, NACS (Omni Port) |
| Cable Length | Non-MCS: Standard 5.8 m (19 ft) with Cable Management Kit (CMK)*<br>MCS: 4.5m (14.7 ft) with cable management |
| Station Enclosure Rating | Type 3R, IP56, IK10 (Except credit card chip reader) |
| Mounting Type | Ground |

*Horizontal reach to typical vehicle charging port is 3.76 m (12 ft 4 in) with standard cable

## Express Plus Specifications

| Functional Interfaces | |
|---|---|
| Indicators | Multicolor Status LEDs |
| LCD Display | Option 1: Full color 203 mm (8 in) interactive display with full motion video, UV protection and multi-language support<br>Option 2: Full color 381 mm (15 in) interactive display with full motion video, UV protection and multi-language support |
| Authentication | RFID: ISO 15693, ISO 14443, NEMA EVSE 1.2-2015 (UR)<br>Virtual RFID NFC (Tap to Charge)<br>Contactless credit card<br>Virtual contactless credit card Apple Pay & Google Pay<br>EMV chip credit card (available on -CHIP models only)<br>Remote: Mobile App and in vehicle dash (If supported by vehicle) ISO 15118-2, Plug&Charge |

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| Connectivity Features | |
|---|---|
| Local Area Network | 2.4 GHz and 5 GHz WiFi (802.11 b/g/n) |
| Wide Area Network | 4G LTE |
| Supported Communication Protocols | OCPP 2.0.1 |
| Service and Maintenance | Remote system monitoring, diagnostic, and proactive maintenance |

| Safety Ratings & Protocol | |
|---|---|
| Vehicle Communication | CHAdeMO: JEVS G104 over CAN<br>CCS1/2: ISO 15118-2, ISO 15118-3, DIN 70121 SAE J1772, IEC61851-23<br>MCS: SAE J3271 |
| Plug-Out Detection | Power terminated per JEVS G104 (CHAdeMO), SAE J2931 (CCS1) and IEC 61851-23 (CCS2) |
| Compliance | cUL and UL listed. Complies with UL 2202, UL 2231-1, UL 2231-2<br>CE and UKCA marked. Complies with IEC 61851-1 and IEC 61851-23<br>CTEP, Energy Star<br>MCS: UL pending |
| Surge Protection | Tested to IEC 61000-4-5, Level 5 (6 kV @ 3,000 A) |
| EMC Compliance | North America: FCC part 15 Class B<br>Europe: EN55011, EN55022, and IEC61000-6-3 Class B |

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| Generic Specifications | |
|---|---|
| Operational Altitude | < 3,000 m (9,800 ft) |
| Operating Temperature | -40°C to 50°C (-40°F to 122°F) with derating |
| Storage Temperature | -40°C to 70°C (-40°F to 158°F) |
| Operating Humidity | Up to 95% at 50°C (122°F) non-condensing |
| Metering | Eichrecht (In progress) |
| Buy America | Buy America (FTA & FHWA) options available upon request |
| Standard Warranty | Limited 2-Year Parts Warranty |

| Energy Management Features | |
|---|---|
| Dynamic Power Management | Allows a fixed maximum power output per station or lets the system dynamically manage the power distribution per port |
| Remote Energy Management | Manage output power via the ChargePoint Admin Portal, API, and Open ADR 2.0b VEN |

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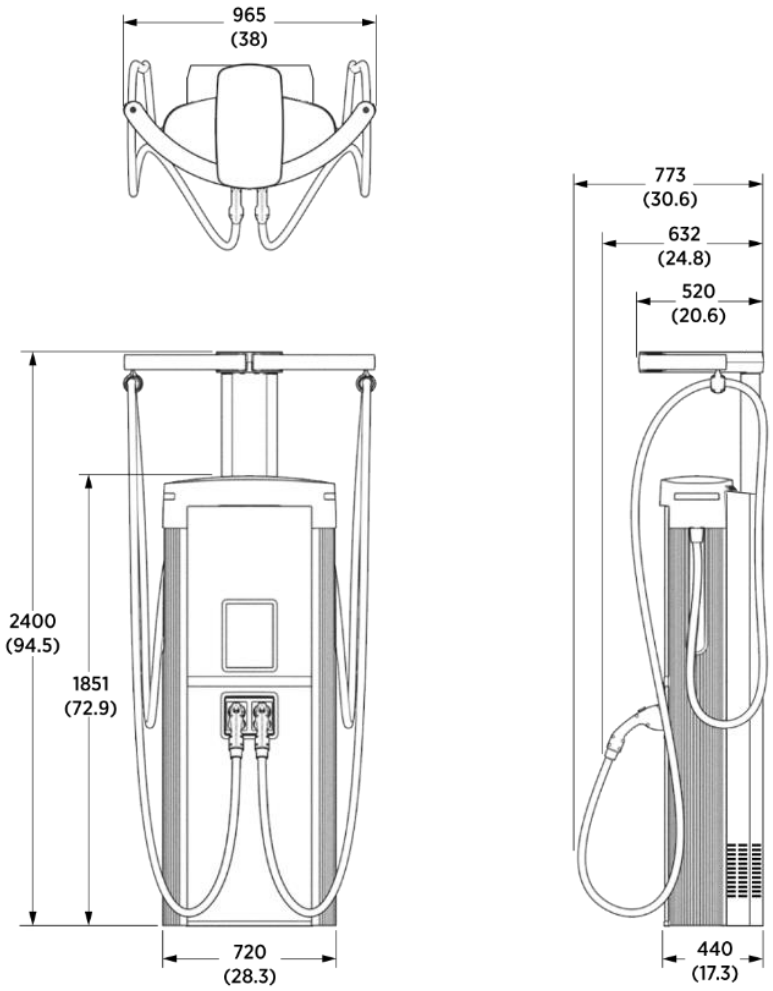
# Architectural Drawings

Note: Images are not to scale. Measurements appear in metric units (mm), followed by imperial equivalents (inches).

## Express Plus Power Link 2000, with liquid-cooled cable, dual connectors

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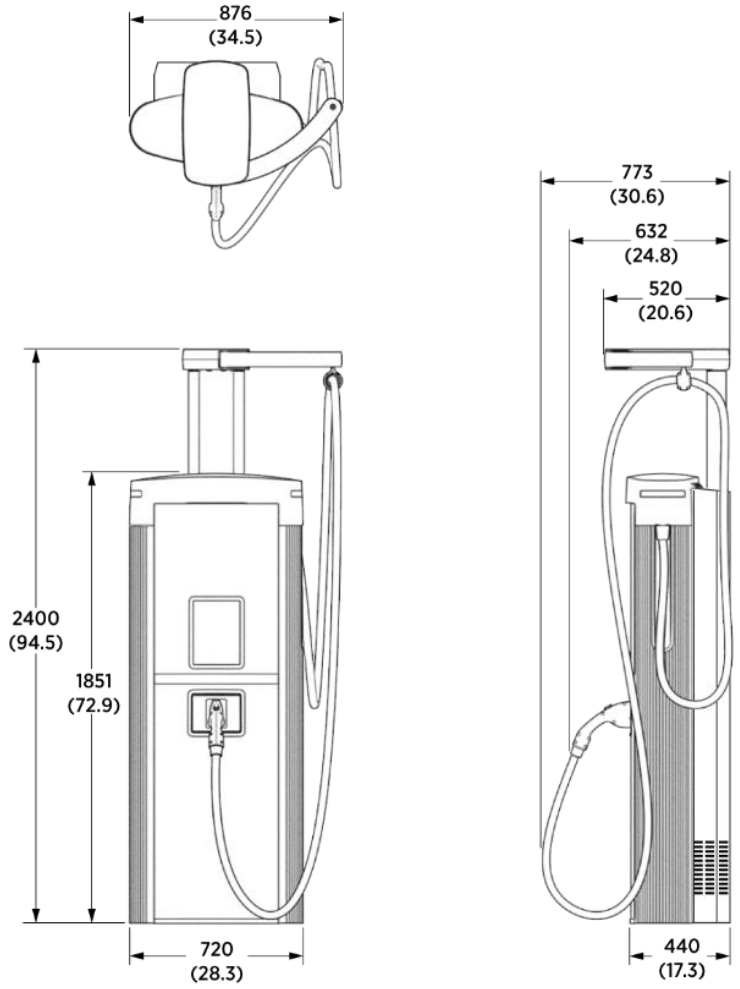
## Express Plus Power Link 2000, with liquid-cooled cable, single connector

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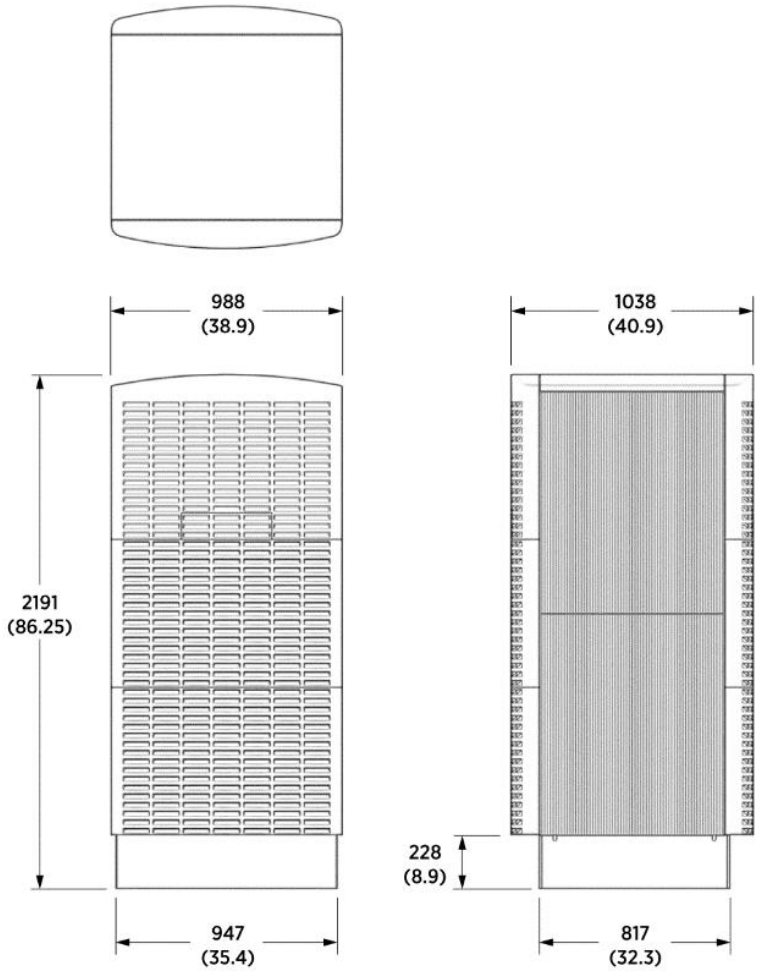
# Express Plus Power Block

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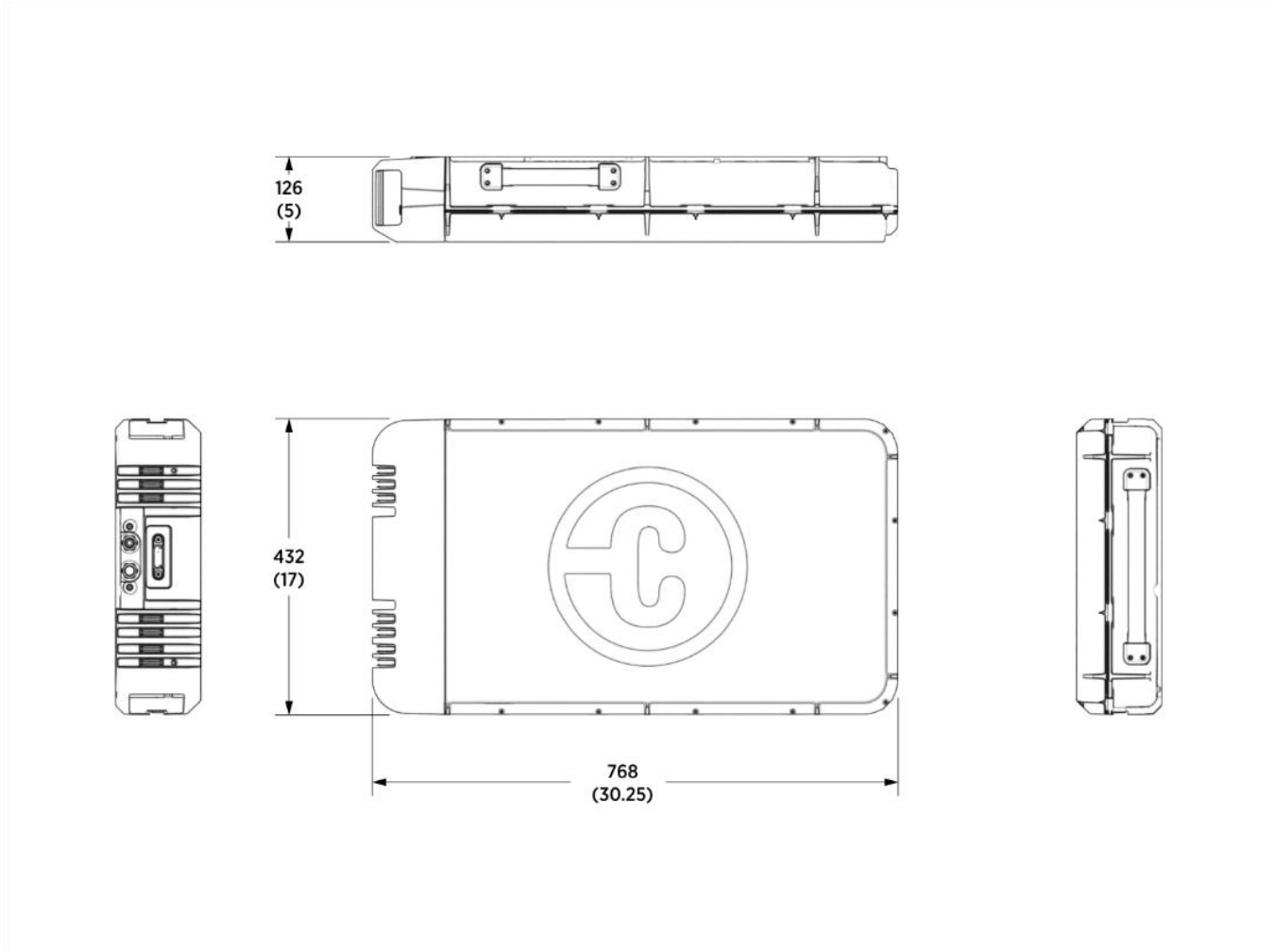
# Express Plus Power Module

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# ChargePoint® Express Plus

## Your building block for corridor charging success

## The DC fast charging solution that grows with you

Express Plus is scalable by power, capacity or both, giving you the flexibility to add charging stations or power as EV demand grows.

### Power your business with a fully integrated charging solution.

A comprehensive suite of services and integrated software ensure your charging solution is intuitive for drivers and effortless for you to manage.

### Get long-term value from your Express Plus charging stations.

Maximize your investment over time with reliable, highly scalable hardware, simple customer loyalty integration and flexible financing options.

### Leverage the experience of an established charging provider.

Unrivaled expertise, dedicated support and powerful integrations ensure peak performance and streamlined management of your charging solution.

## Who can benefit

Corridor and NEVI-funded sites

Fuel & convenience retail

## Benefits of ChargePoint Express Plus

500 A Liquid-cooled cables enable the fastest charging rates for all vehicles.

Own the customer experience and showcase your brand.

The top-of-the-line, intuitive display shows promotions, charging sessions and payment.

Charge nearly any EV with ChargePoint® Omni Port, which automatically dispenses a CCS1 or NACS (Tesla) connector to match the EV in use.

Express Plus Power Link

Express Plus Power Blocks

Cable management, built-in LEDs and aerial lighting improve the driver experience.

Simultaneous charging allows charging two vehicles at one station.

Modularity enables dynamic delivery of high power depending on which type of vehicle is charging.

Power is shared in 40kW increments and held in Power Blocks to support optimum power, service and scale.

## Technical specifications

| Feature | Description |
|---|---|
| Power | Up to 1.2 MW, dependent on cable amperage and Power Block configuration |
| Authentication | RFID, tap to charge (NFC), remote via mobile app or in vehicle, EMV credit/debit card chip reader (optional) |
| Connector | CSS1, NACS (optional with Omni Port), CSS2, SAE, Megawatt Charging System for Electric Vehicles |
| Network communication protocol | OCPP 2.0.1 |
| Certifications | CTEP/NTEP, UL Listed, Energy STAR Certified |
| FHWA | Buy American compliant options available |

## Let's get started

Ready to deploy smart charging for your organization? Our EV charging experts will help you identify your charging goals, advise on the best approach and help evaluate your site.

Connect With an Expert

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Listed by Underwriters Laboratories Inc.

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# ChargePoint

# Customer Managed Labor Plan

## ChargePoint Customer Managed Labor Plan offers Proactive Monitoring, maintenance flexibility, and parts coverage.

ChargePoint® Customer Managed Labor Plan (CMLP) is a parts-only support plan that gives customers the flexibility to work with their on-site technicians for any ChargePoint hardware repairs. CMLP customers have access to proactive monitoring, 24/7 remote support, and standard or critical service levels.

## Work with your own technicians

+ Maximize station uptime by using your on-site technicians for repairs

+ Give your technicians another tool in their toolbelt with the ChargePoint Training & Certification program

+ Save time by avoiding searching for and scheduling a technician outside of your business

## Get the exact support you need

+ Access 24/7 remote expert support so your team never has to repair stations alone

+ Get notified about station issues as soon as they occur with proactive monitoring

+ Receive remote diagnostics within two business days to support your technician's repairs

## Rest easy with reliable parts at your fingertips

+ Purchase parts that have been tested for reliability in our world class testing facility

+ Get fast resolution with delivery of parts within four business days

+ Keep parts stocked on-site for faster issue resolution

## Requirements

Installation quality affects the long-term reliability and availability of EV charging stations, so we require that stations covered by CMLP are installed by ChargePoint-certified technicians.

Choose one of the following ways to install your station and activate CMLP:

1. Complete station installation with a ChargePoint-certified technician.
2. Complete station installation by purchasing Installation from ChargePoint.

ChargePoint DC stations must be commissioned by a ChargePoint Authorized Commissioning Partner. Commissioning is performed after the station is installed, and includes assessments (e.g., confirmation of cellular and local network coverage), energization of the station, and completion of any required configuration and pinpointing steps.

## Comparison

| Offering | Standard Warranty | CMLP |
|---|---|---|
| **Availability** | 2 years included with all stations installed by a ChargePoint-certified technician (1) | Available for up to 5 years. Stations must be installed and validated by a ChargePoint-certified technician (1) |
| **24x7 Technical Support** | Included | Included |
| **Proactive Monitoring** | Not included | Included |
| **Parts Cost Coverage** | Included and parts ship to customer | Included and coordinated by a ChargePoint support specialist |
| **Labor cost coverage** | Not included. Station owners must pay for labor separately | Not included. Labor needs to be provided by a ChargePoint-certified technician |
| **Charging Reliability Report** | | Included |

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| | | |
|---|---|---|
| **Uptime Guarantee** | | None |
| **Service Level** | Not included | **Response**: 1 business day (CMLP) or 1 hour (CMLP Critical [2])<br>**Diagnosis**: 2 business days (CMLP) or 12 hours (CMLP Critical)<br>**Part delivery:** 4 business days |

[1] Installations performed by someone that is not certified and/or authorized by either ChargePoint or a ChargePoint hardware supplier will void the warranty on your hardware.

[2] CMLP and CMLP Critical offer the same coverage with different service levels. Customer can note preference at time of order and use the relevant SKU listed in the Ordering Information table below.

Note: For more information on CMLP, please see the Remote Support and Parts Warranty Terms & Conditions at www.chargepoint.com/legal/support-services

# Ordering Information

| Description | Order Code |
|---|---|
| **CMLP for CT4000 Family** | CT4000-CUSTOMER-MANAGED-LABOR-[CRITICAL][1]-n[2] |
| **CMLP for CP6000 Family** | CP6000-CUSTOMER-MANAGED-LABOR-[CRITICAL][1]-n[2] |
| **CMLP for Express Family** | CPE250-CUSTOMER-MANAGED-LABOR-[CRITICAL][1]-n[2]<br>EXPP-BLOCK-CUSTOMER-MANAGED-LABOR-[CRITICAL] [1]-n[2]<br>EXPP-PL1000-SINGLE-CUSTOMER-MANAGED-LABOR-[CRITICAL][1]-n[2]<br>EXPP-PL1000-DUAL-CUSTOMER-MANAGED-LABOR-[CRITICAL][1]-n[2]<br>EXPP-PL2000-SINGLE-CUSTOMER-MANAGED-LABOR-[CRITICAL][1]-n[2]<br>EXPP-PL2000-DUAL-CUSTOMER-MANAGED-LABOR-[CRITICAL][1]-n[2] |
| **CMLP for CPF Family** | CPF50-CUSTOMER-MANAGED-LABOR-[CRITICAL][1]-n[2] |

[1] Include if CMLP Critical is desired

[2] Substitute n for desired years of service (1, 2, 3, 4 or 5 years)

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## Companion Services

| Description | Order Code |
|---|---|
| Onboarding, Configuration and Provisioning | CPSUPPORT-ACTIVE |
| Installation for AC products | CPF-INSTALL-COMMISSIONING<br>CT4000-INSTALL-COMMISSIONING<br>CP6000-INSTALL-COMMISSIONING |
| Commissioning for Express Family | CPE250-COMMISSIONING<br>CPE250-PAIRED-COMMISSIONING<br>EXPP-PL1000-COMMISSIONING<br>EXPP-PL2000-COMMISSIONING<br>EXPP-BLOCK-COMMISSIONING |
| Installation for Express Family | CPE250-INSTALL-COMMISSIONING<br>CPE250-PAIRED-INSTALL-COMMISSIONING<br>EXPP-PL1000-INSTALL-COMMISSIONING<br>EXPP-PL2000-INSTALL-COMMISSIONING<br>EXPP-BLOCK-INSTALL-COMMISSIONING |

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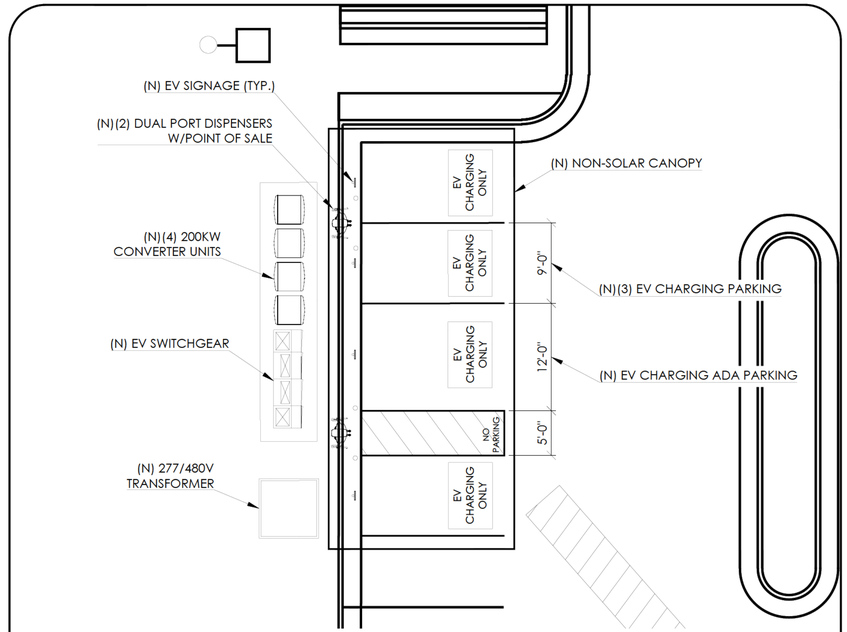
## GENERAL SHEET NOTES:

- (N) - NEW, (E) - EXISTING, (O) - OPTIONAL
- INITIAL SITE DESIGN CAPABLE OF 160KW PER PORT SIMULTANEOUSLY, 320KW PER PORT MAX VIA POWER SHARING.
- PARKING DIMENSIONS SUBJECT TO CHANGE PER LOCAL AND STATE CODE
- FUTURE SPOTS AT EVERY SITE REQUIRE ENGINEERING REVIEW FOR FURTHER DETERMINATION
- EQUIPMENT LOCATIONS SUBJECT TO CHANGE PENDING ENGINEERING REVIEW
- EQUIPMENT SUBJECT TO CHANGE
- SITE LAYOUT SUBJECT TO CHANGE
- CHARGEPOINT POWERBLOCK AND PL2000 DUAL PORT DISPENSERS WILL BE USED
- (N) NON-SOLAR CANOPIES WILL INCLUDE LIGHTING
- UTILITY TIE IN POINT SUBJECT TO CHANGE UPON FURTHER ENGINEERING REVIEW.
- UNDER GROUND ROUTING/TRENCHING SUBJECT TO CHANGE UPON FURTHER ENGINEERING REVIEW.




A S-0 EV CHARGERS DETAIL
PLAN VIEW
SCALE: 1/8" = 1'-0"

Trillium

REVISIONS:

| REV | DATE | REVISION | INITIALS |
|---|---|---|---|
| A | 10.07.24 | PRELIMINARY | CF |

PRELIMINARY

ADDRESS:

14375 CORNHUSKER RD
OMAHA, NE 68138

CHECKS:

DRAWN BY: C. FERNANDEZ
DRAWN DATE: 10/07/2024

CHECKED BY: S. CHOWDHURY
CHECKED DATE: 10/07/2024

PROJECT NAME:

NE OMAHA
NEVI EV GRANT
LOVE'S 730

DRAWING NAME:

EV PLOT PLAN

SHEET:

S-0

REVISION: A

098

ARCH. SHEET SIZE: D

RFP 123703 Z6

# State of Nebraska DOT
# Request for Proposal for Contractual Services

## LOVE'S NEVI PROPOSAL

Location 7 Cost

October 29th, 2025

***Dedicated to supporting and establishing an interconnected, reliable, and equitable EV network.***

The Love's Family of Companies

10601 North Pennsylvania Avenue, Oklahoma City, OK 73120
www.loves.com

## TABLE OF CONTENTS AND ACKNOWLEDGMENTS

SECTION PAGE

1. **Form A.7 Cost Proposal Summary** 03
2. **Cost Proposal Narrative** 04

# 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? | $1,396,526 |
| **B.** What is the overall subsidy amount being requested from NDOT? (max 80% of A.) | $750,000 |
| **C.** Provide a cost breakdown in the format below, and narrative, describing where costs will be incurred on the project. Include all costs such as site costs, project planning, design, equipment purchase, installation. | |

| Milestone | Subcategory | Eligible Cost |
|---|---|---|
| **1. Design & Procurement** | **a.** Design | $ 46,770.36 |
| | **b.** Permitting | $ 7,800.00 |
| | **c.** Major Electrical Equipment, to include: EVSE, electrical switchgear/switchboard, CT cabinet and service rated main circuit breaker, and electrical transformers | $ 469,006.92 |
| | **Subtotal Payment Point 1** | $ 523,577.28 |
| **2. Construction** | **a.** Utility upgrade costs | $ 123,670.36 |
| | **b.** Other material purchases | $ 165,673.97 |
| | **c.** Major equipment installation (EVSE and supporting electrical equipment) | $ 225,717.53 |
| | **d.** Other Site Improvements (ADA updates, site access, Security, signage, Etc.) | $ 98,987.89 |
| | **e.** Inspection and Acceptance Testing | $ 258,898.82 |
| | **Subtotal Payment Point 2** | $ 872,948.57 |
| | **Total** | **$ 1,396,525.85** |

**Cost Proposal Narrative**

The Cost Proposal for the Love's Travel Stop at 14375 Cornhusker Rd, Omaha, Nebraska is inclusive of the details outlined in the Technical Proposal, including but not limited to, all: labor, profit/overhead, general contractor and subcontractor markups, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. The competitive pricing reflects Trillium's expertise in designing, operating, and managing turnkey renewable energy projects. Through strategic planning and lean operations, the Project Team will identify efficiencies at every stage - from design and procurement to construction and activation.

Love's has optimized the Omaha site layout to leverage existing electrical infrastructure, minimizing the utility work required. Using ChargePoint Express Plus modular dual-port EV fast chargers allows cost-effective power scaling over time and the ability to easily increase the station power demand to 640kW, providing the ability to incorporate this expandability into the project now at a fraction of the cost of upgrading in the future.

Because Love's owns the real estate and operates the store, the project avoids all land lease, easement and property upgrade costs that can quickly escalate project budgets. Love's has configured the site to avoid expensive pavement work by situating the EV chargers adjacent to electrical distribution eliminating the need for costly construction work in the future. It's these kinds of smart design choices that reduce capital outlays while maintaining Love's high standards of quality.

Love's knows how to stretch infrastructure dollars through diligent, thoughtful planning. Pricing reflects our experience operating nationwide, which enables bulk purchasing discounts on materials and equipment, and sufficient cash flow to avoid high-interest financing costs. The list below outlines the total project cost with corresponding justifications for the requested funds to accomplish the proposed site upgrades:

- **Total Eligible Project Cost**: $1,396,526
- **Match Share:** Love's will contribute $646,526 to the project, or 46% of total eligible project costs.
- **Eligible Costs:** Buy America costs are included in the project budget and represent the most current financial information currently available.
- **Design, Permitting, Site Preparation and Construction:** The estimates account for Buy America, Davis-Bacon, all applicable labor and workforce safety laws, and current market pricing for labor, equipment, and materials, trenching and backfill, installation of conduit, concrete pads, switchgear, EVSE hardware, paving, stenciling, striping, signage, canopy over the charging station, chargers, and EV fueling spaces, and landscape remediation if necessary.
- **Utility Costs:** This cost is based on an estimate provided by the local electric utility, Omaha Public Power District.
- **EVSE Hardware:** This cost includes ChargePoint's Express Plus platform, including two dual-port Power Link dispensers for a total of four CCS ports, four Power Blocks housing up to 16 - 40kW power modules (for a total of 640kW at the site), concrete mounting templates, and NACS adapter. It also includes estimated shipping costs and state and local sales tax.
- **EVSE Software:** This cost includes a five-year prepaid Enterprise Cloud Plan subscription (plus applicable taxes) with software features including pricing policy configuration, automatic payment collection, and advanced energy and power management, enabling time of use power sharing and energy management.
- **Maintenance:** This cost includes five prepaid years of ChargePoint Assure (plus applicable taxes) for ExpressPlus Power Link and Power Block equipment, which will ensure the project meets NEVI uptime requirements.