**ITP Form A**

**PROPOSAL LETTER**

INSTRUCTIONS:

* + 1. Submit one copy of ITP Form A for the Proposer. For the avoidance of doubt, only one copy is required despite a Proposer submitting Proposals for multiple NEVI Zones. Proposer should delete any bracketed and italicized text and replace with the information requested therein.
    2. All signature blocks on this form may be modified to properly reflect the authority of the person signing. The Proposal Letter may be signed in one or more counterparts.
    3. Proposers shall attach to this ITP Form A evidence of the authorization of all individuals signing this ITP Form A to sign and deliver the Proposal as follows:
       1. if the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation;
       2. if the Proposer is a partnership, such evidence must be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner;
       3. if the Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s) and if there is no managing member, each member shall provide the foregoing information;
       4. if the Proposer is a joint venture, such evidence must be in the form of a resolution of each joint venturer, certified by an appropriate officer of such joint venturer; or
       5. if the Proposer is a joint venture or a partnership, the Proposal Letter must be executed by all joint venture members or all general partners, as applicable.

Proposer: [*PROPOSER TO INSERT PROPOSER NAME*]

Proposal Date: [*PROPOSER TO INSERT DATE*]

Arizona Department of Transportation   
Attn: Stephanie Brown, Procurement Manager

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

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

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

1. Addendum 1, issued March 8, 2024
2. Addendum 2, issued April 8, 2024
3. Question and response matrix 1, issued March 1, 2024
4. Question and response matrix 2, issued April 8, 2024

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

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

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

1. if requested by ADOT in its sole discretion, enter into good faith negotiations with ADOT regarding the terms of the Project Agreement, in accordance with the requirements of the RFP;
2. enter into the Project Agreement with respect to such NEVI Zone or NEVI Zones without varying or amending its terms (except if requested by ADOT and agreed to by the Best Value Proposer) and satisfy all other conditions to award of the Project Agreement; and
3. perform its obligations as set forth in the ITP and the Project Agreement, including compliance with all commitments contained in this Proposal with respect to the NEVI Zone or NEVI Zones for which Proposer is selected as the Best Value Proposer.

Proposer certifies that:

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

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

Proposer agrees and acknowledges that:

1. if it is selected as the Best Value Proposer for one or more NEVI Zones, the legal entity constituting the Developer will enter into a Project Agreement for all such Project Sites;
2. ADOT is not bound to accept the Proposal with the corresponding NEVI Zone Pricing Package for the applicable NEVI Zone offers the lowest price to ADOT, or to accept any Proposal for a NEVI Zone that ADOT may receive;
3. all costs and expenses Proposer has incurred or will incur in preparing the Proposal(s) submitted herewith and participating in the RFP process will be borne solely by the Proposer;
4. ADOT will not be responsible for any errors, omissions, inaccuracies or incomplete statements in the Proposal(s) submitted herewith; and
5. any false, deceptive, or fraudulent statements in the Proposal(s) submitted herewith can result in denial of award and other consequences provided by law.

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

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

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

Proposer's business address:

(No.) (Street) (Floor or Suite)

(City) (State or Province) (ZIP or Postal Code) (Country)

State or Country of Incorporation/Formation/Organization:

*[Insert appropriate signature block]*

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

*[Insert the Proposer’s name]*

By:

Print Name:

Title:

2. Sample signature block for partnership or joint venture:

*[Insert the Proposer’s name]*

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

By:

Print Name:

Title:

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

3. Sample signature block for attorney in fact:

*[Insert the Proposer’s name]*

By:

Print Name:

Attorney in Fact

*[Insert appropriate signature block]*

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