

# ADOT Electric Vehicle Infrastructure Implementation

## RFP Questions and Response Matrix

### First Round

No.	Document	Section No.	Question(s)/Comments	ADOT Response
1	ITP	General	<p>As ADOT issues addenda and updates the ITP, including revisions to the footer or header to reflect the most recent amendment date, are Proposers required to use the latest version of the forms at the time of submittal?</p> <p>For example, if ITP Form 3 – Utility Coordination has already been sent to the utility for signature, and a subsequent ITP addendum is released that updates the overall packet (e.g., modifies the footer date) but does not change any content on Form 3 itself, are Proposers required to reissue Form 3 to the utility for signature?</p>	Proposers do not need to update the footer in their forms to match the final addendum.
2	General		Is heavy duty truck charging eligible for this round of NEVI funding?	No, not at this time.
3	ITP	1.3.2	Regarding the CCS and NACS requirements, can NACS connectors be retrofit?	Yes, that is acceptable.
4	ITP	1.3.6 and Form 3	<p>Per Section 1.3.6, ITP Form 3 (Utility Coordination) is required as part of the NEVI Zone Submittal Package. What approach does ADOT recommend when a utility is unable to be responsive to a proposer's request due to time or is requiring upfront costs from the proposer?</p> <p>For example, one utility we contacted indicated that trending or warehousing of circuit-level load data is not available, and that a formal load study would be required to complete the "Utility Ability to Serve" and "Cost Estimate" sections on pages 4 and 5 of the form. The utility estimated that such a study would cost approximately \$10,000 and take two to three weeks to complete following payment.</p> <p>Given circumstances such as these, how should proposers satisfy the ITP Form 3 Utility Coordination requirements when the requested information cannot reasonably be obtained prior to the submittal deadline?</p>	Proposers should follow the directions provided for ITP Form 3, fill out the first part, and include any subsequent response or details from the Utility Company.

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5	ITP	2.2.1	Per Section 2.2.1 of the ITP, "Each Proposer shall submit one Technical Package." As part of the Technical Package, ITP Form K, Part A requires that a site host is identified. In instances where the site host is different for each Proposal, do Proposers need to generate multiple Technical Packages?	Proposers do not need to submit multiple Technical Packages. If different team members are being used for different NEVI Zone submissions, note that in Form K.
6	ITP	3.3	How would AZ score site host owners in comparison to applicants who are leasing space from a site owner?	The nature of a Proposer's property right in a Proposed Project Site is not, by itself, scored. However, ADOT will consider the nature of a Proposer's property right at the Proposed Project Site when evaluating each scoring element in the NEVI Zone Site Information Package.
7	ITP	Exhibit 5, Form K	There is no field in Form K to list the EVSE provider. However, Form H Part A has a dedicated field for the EVSE provider details. If we have not listed the EVSE provider in Form K and just given the details of the provider in Form H Part A, do we still need to give a separate copy of Form H Part B and Form I for the EVSE provider (The EVSE provider being a non-exclusive entity for the project and not an actual team member). Kindly clarify and confirm	<p>The intent of ITP Form H Part B, ITP Form I, and ITP Form K is to identify the firms or entities that Proposer is presenting to establish qualifications, experience, etc. If the EVSE provider is not being used for those reasons, they should be identified in Form H, Part A and noted as such. They then do not need to fill out a Form H Part B or Form I.</p> <p>For clarity, ITP Form H, Part A and ITP Form K Part A can be modified to reflect the members within the Proposer's team. The list of service providers or team members is a guide, but should be reflective of the actual roles, firms, responsibilities, etc. of the Proposer's team.</p>
8	ITP	Exhibit 5, Form 2	How much time will developers have to bring awarded sites online? Is ADOT interested in reviewing developers' plans to energize sites in a timely manner, even where the utility needs years to upgrade power, as part of the review and selection criteria?	ADOT is looking for sites that can move forward immediately. Schedule is a factor in the evaluation of the NEVI Zone Site Information Package (Table 3.3A).

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9	ITP	Exhibit 5, Form 4	Can you confirm within ITP Form 4 that arrangements with site host owners must be on a non-exclusive basis and must not prevent other proposers from arrangements with host site owners. Will ADOT accept an altered letter of intent that removes the binding language from the provided letter.	<p>Arrangements with Host Site Owners under ITP Form 4 are non-exclusive and are not intended to prevent other Proposers from securing arrangements with the same Host Site Owner for the same Proposed Project Site. The commitment reflected in the Host Site Owner Letter of Intent is binding only with respect to the Proposer that is ultimately selected for the relevant NEVI Zone. In other words, the non-exclusivity of site access and the conditional binding nature of the commitment can both be true at the same time.</p> <p>We have updated the language in ITP Form 4, Attachment 2 to more clearly reflect this framework.</p>
10	ITP	Exhibit 5, Form 4	Can you confirm within ITP Form 4 that arrangements with site host owners must be on a non-exclusive basis and must not prevent other proposers from arrangements with host site owners. Will ADOT accept an altered letter of intent that removes the binding language from the provided letter.	<p>Arrangements with Host Site Owners under ITP Form 4 are non-exclusive and are not intended to prevent other Proposers from securing arrangements with the same Host Site Owner for the same Proposed Project Site. The commitment reflected in the Host Site Owner Letter of Intent is binding only with respect to the Proposer that is ultimately selected for the relevant NEVI Zone. In other words, the non-exclusivity of site access and the conditional binding nature of the commitment can both be true at the same time.</p> <p>We have updated the language in ITP Form 4, Attachment 2 to more clearly reflect this framework.</p>
11	ITP	Exhibit 5, Form 4	Can you confirm only Attachment 2 of Form 4 is required if the proposer is not the site host owner?	If the Proposer is not the site host owner, Proposer needs to submit Attachment 1 and Attachment 2.

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12	PA	12.1.1(b)	D&C Performance Bond: Would ADOT consider releasing the D&C Performance Bond earlier than one (1) year after the Services Commencement Date? Several other state NEVI programs (including Kentucky and Maryland) release the D&C Performance Bond at Notice of Acceptance (i.e., upon the Services Commencement Date). ADOT would remain protected by the O&M Performance Security, and an earlier release would enable proposers, particularly those with smaller balance sheets, to recycle bond capacity for use on other NEVI projects, thereby promoting broader participation and financial sustainability across the program.	Each bond and security required by ADOT has a specific purpose and cannot be replaced or repurposed by another. ADOT's Performance Bond requirements are intended to allow time for disputes, defaults regarding work, and claims to be filed or to surface. Releasing the bond early or relying on the O&M Performance Security would create undesirable issues. No changes will be made to the D&C Performance Bond requirements.
13	PA	12.1.2(b)(ii)	D&C Payment Bond; Would ADOT consider specifying a defined date for release of the D&C Payment Bond, rather than citing to the expiration of the statutory period for claims by Subcontractors against the D&C Payment Bond? We believe establishing a clear, date-certain release provision would provide greater certainty to sureties and improve their comfort in issuing the bond, ultimately benefiting both ADOT and proposers through improved bonding terms and availability.	ADOT's Payment Bond requirements are intended to ensure payments are made to subcontractors even after delinquent document submission. Releasing these bonds prior to the statutory deadline for claims is not prudent. No changes will be made to the D&C Payment Bond requirements.

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14	PA	12.2.1	<p>O&amp;M Performance Security; Would ADOT consider reducing the required amount of the O&amp;M Performance Security? Attached below is a summary of O&amp;M performance security requirements in more than a dozen NEVI programs nationwide, the majority of which impose significantly lower bonding or letter-of-credit thresholds. The current ADOT requirement poses challenges for organizations with smaller balance sheets, as it necessitates a substantial amount of capital to be tied up for an extended period (e.g., 100% cash collateralization for a letter of credit). A reduction would align ADOT's requirements with national norms while maintaining adequate program protections.</p> <ul style="list-style-type: none"> <li>i. No O&amp;M bonds required <ul style="list-style-type: none"> <li>1. Arkansas</li> <li>2. Colorado</li> <li>3. Illinois</li> <li>4. Kansas</li> <li>5. Michigan</li> <li>6. New Mexico</li> <li>7. New York</li> <li>8. Ohio</li> <li>9. Pennsylvania</li> <li>10. Texas</li> <li>11. Virginia</li> <li>12. Wisconsin</li> </ul> </li> <li>ii. O&amp;M bond equal to aggregate 5-year O&amp;M budget, with 20% step-down per year <ul style="list-style-type: none"> <li>1. Kentucky</li> </ul> </li> <li>iii. O&amp;M bond equal to 10% of total Project Cost <ul style="list-style-type: none"> <li>1. Illinois</li> </ul> </li> </ul>	<p>ADOT's O&amp;M performance security requirements are intended to ensure continuity of operations and protect ADOT's investment in the event of a Developer Default, Abandonment of the Project, or insolvency during the O&amp;M Period. The O&amp;M Performance Security in its current form is essential, as it provides ADOT with a direct and reliable remedy if the Developer fails to perform as required.</p> <p>ADOT recognizes market conditions and will consider reasonable, risk-equivalent alternatives on a case-by-case basis where the Developer demonstrates (i) that it has used good faith efforts to obtain the O&amp;M Performance Security required under the Project Agreement; and (ii) that it is not able to obtain such O&amp;M Performance Security or that it would be commercially prohibitive to do so.</p>

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15	PA	14.4	If a contract is executed and then canceled what is the liquidated damage for that?	If the Project Agreement is executed and then terminated during the D&C Period due to a Developer Default, the compensation due to ADOT is \$200,000 per Project Site, in addition to separate decommissioning and accrued liability amounts (if applicable). Please refer to Section 14.4 of the Project Agreement for additional detail regarding compensation on termination.
16	PA	Exhibit 2	What service level expectations does ADOT have for ongoing maintenance, remote software management, and maximum charger uptime?	The technical requirements related to ongoing maintenance, uptime, software management, and more are described in PA Exhibit 2, Parts A and B.
17	PA	Exhibit 6	In the Project Agreement, Exhibit 6, section (f) on page 169, it says we must add ADOT as an insured to our property policy once the work has been completed. Would ADOT agree to being added as a loss payee instead?	Yes, ADOT would agree to being added as a loss payee. The verbiage "as its interest may appear" permits ADOT to be named as additional insured or loss payee, depending on the nature of the interest.
18	PA	Exhibit 6	In the Project Agreement, Exhibit 6 section (g) on page 169, it requires Technology Error & Omissions coverage. Would ADOT remove just that section of the Cyber Insurance requirement?	ADOT remains concerned about exposure arising under both cyber liability and technology errors & omissions (E&O) risks. Given the distinct nature of these exposures and their relevance to the Project, ADOT will not remove the Technology E&O requirement in PA Exhibit 6(g).