



Request for Proposals:
Accelerating Clean Transportation School Bus
("ACT School Bus") Deployment Technical Assistance

Date of Issue: January 8th, 2024

Proposals Due: February 5th, 2024, 4:00 p.m. EDT

All proposals must be submitted to:

CleanTransportation@MassCEC.com

1. PROGRAM SUMMARY AND GOALS

Through this Request for Proposals (“RFP”), the Massachusetts Clean Energy Technology Center (“MassCEC”) seeks proposals from consultants or professionals with expertise in medium-duty fleet electrification to serve as a technical consultant (“Technical Consultant” or “Applicant”) to provide electric school bus (“ESB”) deployment technical assistance under MassCEC’s Accelerating Clean Transportation (“ACT”) School Bus Deployment Technical Assistance Program (“ESB Deployment Program” or the “Program”).

The ESB Deployment Program aims to provide scalable and replicable templates for the planning for and procurement of electric school buses. The ESB Deployment Program also aims to provide support for those schools accessing the EPA’s Clean School Bus Program¹ funding, which is providing \$5 billion over five (5) years to support electric and other clean school bus fleet conversion. Under ACT School Bus, MassCEC has and intends to continue to supplement this federal funding, assist school districts so they meet deadlines for future rounds of the EPA’s Clean School Bus Program, and provide school districts with technical assistance to address the gap in technical knowledge impeding school bus fleet managers from electrifying. Those schools that meet the criteria for the EPA’s prioritized funding will be given preference for support under ACT School Bus (see Attachment A).

The selected Technical Consultant will support stakeholders (“Project Applicants”) during the application process for the ACT School Bus Deployment Grants (each a “Project” and collectively the “Projects”), assist MassCEC with the selection for approximately three (3) or more ACT School Bus Deployment Grants, and then assist grantees (“Project Teams”) with bus, charging station, and charging infrastructure deployment, and measurement and verification activities as needed. Additionally, the Technical Consultant will assist with coordinating with other project stakeholders including third-party school bus operators, state and local approval authorities, permitting agencies, and utilities. Note that at this time, MassCEC can only approximate the number of school districts that will be participating in the ACT School Bus Deployment Programs. Applicants should be prepared to work with more than three (3) school districts per funding round, depending on the number of Massachusetts EPA Clean School Bus Rebate awards.

MassCEC anticipates selecting one (1) Technical Consultant or Technical Consultant Team under this RFP. MassCEC anticipates that the term length for services will be a minimum of approximately three (3) years to support a cohort of ACT School Bus Deployment projects, with the option to extend the term length to support additional cohorts of ACT School Bus Deployment grantees, at MassCEC’s discretion. If MassCEC and the selected Technical Consultant agree to extend the term length through the remaining cohorts of the ACT School Bus Deployment Grants, the total term length for services will be approximately six (6) years.

2. ABOUT MASSCEC

¹ <https://www.epa.gov/cleanschoolbus>

MassCEC is a state economic development agency dedicated to accelerating the growth of the clean energy sector across the Commonwealth to spur job creation, deliver statewide environmental benefits and to secure long-term economic growth for the people of Massachusetts. MassCEC works to increase the adoption of clean energy while driving down costs and delivering financial, environmental, and economic development benefits to energy users and utility customers across the state.

MassCEC's mission is to accelerate the clean energy and climate solution innovation that is critical to meeting the Commonwealth's climate goals, advancing Massachusetts' position as an international climate leader while growing the state's clean energy economy. MassCEC is committed to creating a diverse, equitable, and inclusive organization where everyone is welcomed, supported, respected, and valued. We are committed to incorporating principles of diversity, equity, inclusion, and environmental justice in all aspects of our work in order to promote the equitable distribution of the health and economic benefits of clean energy and support a diverse and inclusive clean energy industry. MassCEC strives to lead and innovate in equitable clean energy and climate solutions.

3. BACKGROUND

MassCEC recognizes school bus fleet electrification as an essential step in reaching Massachusetts' climate, transportation, and equity goals. Launched in November 2019, the first round of ACT programming, [Accelerating Clean Transportation Now](#) ("ACTNow1"), resulted in three (3) school bus electrification grants that benefitted Environmental Justice ("EJ") communities. Continuing to support school bus fleet electrification, MassCEC developed the Accelerating Clean Transportation School Bus ("ACT School Bus") program. ACT School Bus helps schools access the EPA's Clean School Bus funding, which allocates \$5 billion over five (5) years to support ESB and other clean school bus procurement, by providing guidance and technical support along with some additional funding to ensure that EPA funded school bus fleets are successfully electrified and can be used as a model for other schools in Massachusetts. ACT School Bus will also serve as a continuation of the ACTNow school bus projects and extend ACT4All's equity focus by prioritizing high needs and low-income school districts.

In December 2022, MassCEC awarded six (6) public school districts² across the Commonwealth under the first round of the ACT School Bus Fleet Deployment Program. These school districts are currently receiving MassCEC funding and technical assistance from the Technical Consultant under the first round of the ACT School Bus Fleet Deployment Program. In November 2023, MassCEC released an RFP for a second round of the ACT School Bus Fleet Deployment Program, incorporating learnings from round one as the 2022 Projects progress.

In September 2023, EPA released the Notice of Funding Opportunity for the 2023 EPA Clean School Bus Rebate. It is MassCEC's intention to provide Deployment technical assistance for school districts that are awarded under the 2023 Clean School Bus Rebate, and to continue to provide Technical Assistance under the ACT School Bus Fleet Deployment through the remainder of the Clean School Bus Program.

4. ELIGIBILITY AND SELECTION CRITERIA

MassCEC anticipates selecting one (1) Technical Consultant or Technical Consultant Team under this RFP. An applicant or applicant team (each an "Applicant") may consist of one (1) or more individuals, sole proprietors, professional consultants, institutions or companies with multiple employees. MassCEC encourages potential applicants to form a team ("Technical Consultant Team") if necessary, to provide

all the requisite experience required for the Program or one (1) or more of its primary scopes. Proposals must be submitted by a single lead Applicant (the “Lead Applicant”) and clearly identify relevant Applicant team sub-vendor(s) with whom to jointly respond to this RFP and the respective roles and experience.

MassCEC strives to partner with organizations, companies, and entities that consciously work to create a diverse, equal and inclusive work environment. MassCEC encourages such partners to have a Diversity, Equity & Inclusion (“DEI”) policy to support hiring of a diverse team, provide equal and fair treatment for all team members, and ensure a workplace environment where all team members feel valued and have the opportunity to fully participate in creating organizational success.

5. ESTIMATED TIMELINE

RFP Released	January 8, 2024
Questions Due	January 22, 2024
Answers to Questions Posted	January 29, 2024
Proposals Due	February 5, 2024 @ 4:00 p.m. EDT
Applicant Interviews	February 14, 2024 from 1 – 3 p.m. EDT February 15, 2024 from 4 – 5 p.m. EDT February 20, 2024 from 1 – 3 p.m. EDT February 21, 2024 from 1 – 3 p.m. EDT
Selection Announcement	March 2024

6. SCOPE OF WORK

The Program Scope of Work for the Technical Consultant consists of four (4) primary tasks (each a “Task”):

1. Project Application Technical Assistance
2. Project Planning and Procurement²
3. Project Deployment and Operation
4. Reporting and Project Management

Please see below for an outline on the proposed Scope of Work covered under each Task. MassCEC expects the final Scope of Work to be refined in detail with the selected Applicant and **is open to alternative workplans and structures that encompass the four (4) primary Tasks and meet the overall Program goals**. MassCEC anticipates selecting one (1) Technical Consultant or Technical Consultant Team under this RFP. MassCEC anticipates that the term length for services will be a minimum of approximately three (3) years to support a cohort of ACT School Bus Deployment projects, with the option to extend the term length to support additional cohorts of ACT School Bus Deployment grantees, at MassCEC’s discretion. If MassCEC and the selected Technical Consultant agree to extend the term

² In some cases, technical assistance for Project Planning and Procurement may only be for future or full fleet transition planning.

length through the remaining cohorts of the ACT School Bus Deployment Grants, the total term length for services will be approximately six (6) years.

Please note that standard Templates have already been created for the tasks indicated below. MassCEC expects the Technical Consultant to use these existing Templates throughout the Project period(s).

TASK 1: PROJECT APPLICATION TECHNICAL ASSISTANCE

The Technical Consultant will provide technical assistance throughout the recruitment and application process for Project Applicants. MassCEC expects up to ten (10) Project Applicants or Applicant Teams to request technical assistance during each Application period. MassCEC expects that lead Project Applicants will be school districts or municipalities; however, lead Project Applicants will be allowed to partner with a third-party and may request technical assistance on the third-party's behalf.

If Project Applicants are awarded under the EPA Clean School Bus Program, Technical Consultants will include the anticipated rebates in the scope of their analysis and support Projects to meet required deadlines.

Task 1A – Initial Feasibility Screening

The Technical Consultant will help Project Applicants explore the technical and financial feasibility of electrification at possible ESB depot locations. Technical Consultants should consider both short- and long-term feasibility and assess not only for the subset of buses funded under the ACT School Bus opportunity (and EPA funding, if applicable), but also for full fleet electrification. MassCEC anticipates that this analysis may include:

- **Baseline Data Collection**– The Technical Consultant will work with Project Applicants to gather baseline information on the existing fleet and necessary data to assess feasibility such as fleet composition, size, age of vehicles, route data, current transportation costs, fueling data, existing depot information, etc. **MassCEC has a standard Fleet Intake Form for this Program which the Technical Consultant will be expected to work with each awarded school district to complete.**
- **Initial Needs Analysis** – Based on Project Applicant needs, the Technical Consultant will identify suitable models of ESBs and charging infrastructure for buses potentially supported by MassCEC funding and EPA funding, as applicable. The Technical Consultant will also support Project Applicants in identifying suitable operational models and charging plans as needed. In addition to matching operational needs with equipment specifications, the Technical Consultant should consider anticipated model availability, long-term implications for the full fleet, compatibility of technologies, site conditions (e.g., does the bus need to be housed? Where will the bus be maintained?), the ongoing capacity of Project Applicant staff, warranties, and V2G capability.
- **Basic Site Assessments** – The Technical Consultant will work with Project Applicants and corresponding utilities to assess feasibility, both technical and financial, for potential depot sites for charging infrastructure and buses. The Technical Consultant will assess costs for depot and infrastructure upgrades required to accommodate at least the proposed ESBs supported by MassCEC funding and EPA funding, if applicable. The Technical Consultant will also support Project Applicants in assessing needs for a fully electric fleet, which may include additional site identification.

- **Basic Financial Assessments** – The Technical Consultant will provide basic financial assessments, including an estimate of total cost of ownership (“TCO”) for electric school buses, associated infrastructure, necessary site preparation work, operational costs, and/or cost estimates of alternative ownership models such as lease or arrangements with a private transportation provider, if requested. The Technical Consultant will also assess external funding sources including but not limited to: EPA Clean School Bus³ funding, DERA⁴, utility Make Ready support⁵, and MOR-EV Truck⁶ rebates. Potential external and internal funding (e.g., funding from the municipality) will be incorporated into financial assessments. The Technical Consultant will provide basic financial assessments including TCO analysis for third parties, as requested by school districts.

TASK 2: PROJECT PLANNING AND PROCUREMENT

The Technical Consultant will provide technical assistance to awarded Project Teams as needed to prepare them for procurement, construction, and deployment.

The Technical Consultant will be responsible for working with Project Teams to integrate considerations including, but not limited, to cost, operational needs of the fleet, site conditions, and other priorities as identified by Project Teams. If applicable, the Technical Consultant will support Project Teams in meeting procurement deadlines and/or other requirements as set forth in the EPA Clean School Bus program. MassCEC anticipates that these sub-tasks may occur in different sequential orders for each Project.

Task 2A – Finalize Needs Analysis and Site Assessment(s)

The Technical Consultant will provide a detailed needs analysis with all of the information required for the Project Team to successfully procure ESBs and charging infrastructure, prepare the site(s) for electrification, and procure any services necessary to operate and maintain the equipment. If a Project Team is comprised of multiple parties (e.g., a school district and a third party), the Technical Consultant will provide a detailed needs analysis for electrification for the party that will own the equipment. ESB and charging infrastructure may be owned by different Project Team members. The Technical Consultant will be expected to support all parties in defining the scope of procurement.

MassCEC anticipates that this analysis will include:

- **Finalize Vehicle Needs Analysis** - The Technical Consultant will work with Project Teams to finalize specifications including bus size, battery configuration, heating options, warranty and maintenance recommendations, as well as training requirements. The Technical Consultant will

³See <https://www.epa.gov/cleanschoolbus>

⁴ See <https://www.epa.gov/dera> and <https://www.mass.gov/how-to/apply-for-a-diesel-emissions-reduction-act-dera-open-solicitation-grant>

⁵ National Grid and Eversource Make-Ready programs are currently available. See <https://www.nationalgridus.com/MA-Business/Energy-Saving-Programs/Electric-Vehicle-Charging-Station-Program> and <https://www.eversource.com/content/wma/residential/save-money-energy/clean-energy-options/electric-vehicles/charging-stations>

⁶ <https://mor-ev.org/mor-ev-trucks>

facilitate communication as necessary between OEMs, vendors, and Project Teams to determine suitable models that meet fleet operational needs, are appropriate for site conditions, and can be delivered on a schedule that meets any applicable funding requirements (e.g., EPA Clean School Bus funding) and school district needs. This analysis will be focused on the ESBs supported under MassCEC funding and EPA funding, if applicable.

- Finalize Charging Needs Analysis – The Technical Consultant will work with Project Teams to provide a fleet charging needs analysis that integrates cost considerations. This analysis will include charging station operational models of interest to the Project Teams, such as charging-as-a-service or smart charging software. The Technical Consultant will provide warranty and maintenance recommendations, assessments of managed charging solutions, recommendations on the optimal number of chargers to vehicles, and required training for use. The Technical Consultant will facilitate communication as necessary between OEMs, vendors, Project Teams, and utilities to determine suitable charging infrastructure and charging station operational models that meet fleet needs and staff capacity, are appropriate for site conditions, and can be delivered and interconnected on a schedule that meets any applicable funding requirements (e.g., EPA Clean School Bus funding) and school district needs. This analysis will be focused on the charging infrastructure associated with ESBs supported under MassCEC funding and EPA funding, if applicable.
- Finalize Site Assessment(s) – the Technical Consultant will coordinate with the utility, associated contractors, and Project Teams to define the scope of work required to prepare the depot site(s) for electrification. The Technical Consultant will identify all necessary site work for electrification (utility-side infrastructure upgrades, customer-side infrastructure upgrades, depot upgrades, etc.) and the parties responsible and involved in completing the work. The Technical Consultant will facilitate communication between the utility, associated contractors, and Project Teams.
- The Technical Consultant will complete this analysis for site work necessary for both a subset of ESBs supported under MassCEC and EPA funding, if applicable, and for full fleet electrification. MassCEC anticipates that Projects will have a minimum of three (3) depot sites.

Task 2B – Detailed Financial Assessments

The Technical Consultant will provide the school bus fleet with final TCO analyses with detailed capital and operational costs for the infrastructure upgrades required for a fully electric fleet and the subset of electric school buses and associated chargers supported by MassCEC funding and EPA Clean School Bus funding, if applicable. The Technical Consultant will provide these analyses for a limited number of likely scenarios, including TCO with V2G revenues and different charging solutions. Examples of programs that may provide V2G revenues include DOER's Clean Peak Energy Standard⁷ and the Mass Save Connected Solutions Program⁸. For Project Teams with multiple parties, the Technical Consultant should provide detailed financial assessments for the party owning the equipment and assessments as requested for other parties.

⁷ See <https://www.mass.gov/clean-peak-energy-standard>

⁸ See <https://www.masssave.com/en/saving/business-rebates/demand-response-and-storage>

Task 2C – Distributed Energy Resources Integration Analysis (Optional)

The Technical Consultant may provide additional analyses that integrate solar or other distributed energy resources. This analysis should prioritize cost effectiveness, deployment feasibility, and other priorities as set forth by the Project Team and MassCEC.

Task 2D – Procurement Support

The Technical Consultant will support the Project Team in any procurement processes necessary for the successful deployment Project. This will include the procurement of the subset of ESBs and chargers supported under MassCEC and EPA funding, if applicable, and may include the procurement of services for bus operation and maintenance. Depending on Project Team preference, this may also include the procurement of services to prepare the site(s) for full-fleet electrification.

The Technical Consultant will support the entire procurement process conducted by Project Teams, including bid releases, if applicable, and advise on vendor selection as necessary. This may include contractor selection for site work, charging-as-a-service providers, OEM selection, etc.⁹ The Technical Consultant will assist in ensuring Project Team needs are addressed in vendor contracts including technical specifications, operational needs, warranties, uptime or performance guarantees, the inclusion of driver and mechanic training, etc. If the Project Team received EPA Clean School Bus funding, the Technical Consultant will ensure the submission of bus purchase orders within six (6) months of selection date in order to meet rebate requirements.

The Technical Consultant will help coordinate communication between potential vendors and the Project Team and support as necessary in the contracting process. As needed, the Technical Consultant will support the Project Teams in coordination with MassCEC to navigate municipal procurement processes.

If a Project Team has procured ESBs and associated chargers before they begin working with the Technical Consultant, the Technical Consultant may offer ESB and EVSE procurement recommendations for the Project Team’s full school bus fleet.

Task 2E – Finalize Site and Operations Plans

- Finalize Site Workplan(s) - the Technical Consultant will work with utilities, contractors, and other parties as necessary to provide the Project Team with a site workplan with a detailed timeline. The workplan should ensure that the site is fully prepared for operation before equipment delivery. MassCEC anticipates that the workplan will encompass the work needed to prepare the site(s) for full electrification.
- Finalize Deployment and Operation Plans – The Technical Consultant will work with OEMs, service providers, other vendors, and the Project Team to develop necessary protocols and guides for the deployment and operation of the subset of ESBs and chargers supported by MassCEC and EPA funding, if applicable. This may include testing protocols for buses and

⁹ Potential applicants should note that entities on Project Teams, including school districts, may have procurement requirements which would restrict them from hiring Technical Consultants as implementation vendors.

chargers, training plans for drivers and mechanics, and operation and maintenance protocols. The Technical Consultant will ensure that these plans are in place before equipment delivery.

TASK 3: PROJECT DEPLOYMENT AND OPERATION

As needed by the Project Team, the Technical Consultant will act as primary or supporting Project Manager throughout the site work and commissioning of each Project. The Technical Consultant will be responsible for the successful deployment of charging infrastructure and ESBs. The Consultant will coordinate with the utility and other stakeholders to enable the necessary infrastructure upgrades for electrification and manage the interconnection process. The Consultant will work closely with the Project Team throughout implementation and build their capacity to electrify the rest of the fleet.

MassCEC expects a significant portion of the Technical Consultant budget (approximately half of the total budget) to be spent on this Task due to the amount of time required to manage projects of this complexity, coordinate effectively with all stakeholders, and support the Project Team throughout deployment. Proposals which significantly differ from this budget allocation should include a clear explanation as to why.

Task 3A – Construction Management

- Site Preparation – the Technical Consultant will be responsible for ensuring that any site work necessary for electrification, such as depot and infrastructure upgrades, will be complete before ESB and charger deployment. While MassCEC does not expect the Technical Consultant to complete any site work in-house, the Technical Consultant will support the management of contractors, as necessary. The Technical Consultant will also facilitate communication amongst the Project Team, contractors, vendors, utilities and their associated contractors, and other necessary parties. The Technical Consultant will be responsible for keeping the Project on schedule to the extent possible and communicate delays to the Project Team and MassCEC. MassCEC expects that this scope of work may encompass site preparation necessary for full fleet electrification (up to three (3) sites).
- Interconnection and Charger Installation – the Technical Consultant will be responsible for the successful installation and interconnection of the charging stations. This will include handling the interconnection process with the utility, managing contractors and vendors, and facilitating communication with all parties.

Task 3B – Testing and Training

- Equipment Intake and Testing – the Technical Consultant will support the Project Team as needed in taking delivery of the ESBs and the chargers. The Technical Consultant will perform or monitor testing and commissioning protocols, coordinating as necessary with the Project Team and vendors, to ensure that the ESBs and chargers as delivered meet the required specifications. If necessary, the Technical Consultant will work with the vendors to resolve any issues.
- Driver and Mechanic Training – the Technical Consultant will facilitate any necessary training for drivers, mechanics, and any other fleet personnel as requested by the Project Team.

Task 3C – Operational Support

For the first six (6) months of operation, the Technical Consultant will provide support to the Project Team while collecting operational data for reporting. Support may include working to resolve

maintenance issues for ESBs and/or charging infrastructure and facilitating communication between OEMS, vendors, and Project Teams, as necessary. The Technical Consultant will update any operations and maintenance plans with lessons learned through the operational period.

TASK 4: REPORTING AND PROJECT MANAGEMENT

The selected Technical Consultant will be responsible for ongoing management and reporting on each Project as well as the overall Program. Throughout the Program, the Technical Consultant will be responsible for coordinating communication with the Project Applicants and eventual Project Teams, collecting and sharing feedback to MassCEC, and for reporting on outcomes for each Project as well as overall Program lessons learned. The Technical Consultant is also expected to provide public-facing information in the form of reports, events, and/or webinars targeted towards ESB stakeholders including school district personnel, school bus fleet operators (both public and private), community members, and municipal stakeholders.

Task 4A – Application Support

The Technical Consultant will assist Project Applicants in submitting a complete and on-time application to MassCEC, which should demonstrate that the Project is technically and financially feasible and ready to proceed. MassCEC expects that the Technical Consultant will focus their work on creating and submitting technical components of the application to support Project Applicants, such as budgets and site plans. As needed, the Technical Consultant will support the Project Applicants in coordination with MassCEC to navigate necessary municipal approval processes. This may include, for example, presenting the Project proposal to a school committee.

Task 4B – Reporting on Project Management

The Technical Consultant will provide monthly status reports detailing the reporting period, summarizing progress and tasks covered, and planned work for the next reporting period. After the Project application period and selection, these reports will address the status of each individual Project. They will summarize progress and challenges of each Project and provide overall reflections of the cohort. They will also provide updates on the budgets within the Program – both the Technical Consultant’s own budget and the Project budgets. **MassCEC has a standard Monthly Progress Report Template for this Program.**

The Technical Consultant will lead and coordinate monthly check-in meetings that include both the Project teams and MassCEC, as well as smaller group monthly meetings between the Technical Consultant team and MassCEC.

The Technical Consultant will coordinate with ACT School Bus Fleet Deployment Project Awardees to create and finalize individualized Project Workplans based on each Awardees’ needs. The Workplans will be based off each of the deliverables under Task 2A, Task 3, and Task 4.

After equipment is on-site and commissioned, the Technical Consultant will provide a report to MassCEC for each Project with a Project summary, lessons learned throughout project phases including planning, construction, and commissioning, and recommendations for future ESB electrification initiatives.

Task 4C - Reporting on Project Operation

The Technical Consultant will be responsible for collecting operational data and reporting on Project outcomes for a period extending through the first six (6) months of school year vehicle operation for

each Project. Before ESBs are operating, the Technical Consultant will develop a measurement and verification plan to collect data and report on these outcomes. The Technical Consultant will submit a minimum of two (2) quarterly operational reports for each Project to MassCEC. **MassCEC has a standard Quarterly Report Template for this Program.**

Quarterly operational reports will consist of primarily ESB operational data, financial impacts, and emissions benefits. All reporting should include comparisons to business-as-usual (e.g., diesel bus fleet operation). Reporting will address the following factors at minimum, subject to change based on Project Team and MassCEC feedback:

- Carbon emission benefits – CO₂, comparisons with diesel
- Air and noise pollution benefits – including at least PM_{2.5}, comparisons with diesel
- ESB performance – bus performance and efficiency, maintenance events
- EVSE performance – charging management, maintenance events
- Financial outcomes – fueling costs, EV bill impact, maintenance costs, comparisons with diesel

Task 4D – Public-Facing Reports

The Technical Consultant will produce two (2) or more public-facing reports with lessons learned and recommendations for school districts and other school bus fleet operators during the pre-deployment and operational phases of the Program. The pre-deployment report could include recommendations for school districts on how to navigate municipal approval processes, how to leverage external funding (including the EPA Clean School Bus Program), how to evaluate ESB and charging infrastructure bids, etc. The operational report should address relevant insights on operating electric school buses such as maintenance recommendations.

Task 4E – ESB Education Materials

The Technical Consultant will produce an ESB Education Guide which will cover ESB terminology and deployment process steps that are new to school districts and fleet operators. The Technical Consultant will also host or present at one (1) or more webinars or in-person events on topics including but not limited to the ones outlined in the public-facing reports.

7. HOW TO APPLY

To respond to this Request for Proposals, submit a completed proposal, not including recommendation letters. The submission must be in electronic form (one PDF file), including all relevant attachments, submitted via email to CleanTransportation@masscec.com. “ESB Deployment Technical Assistance Program” must appear in the e-mail subject line.

Submission packages must include the following:

1. Cover Page;
2. Applicant’s Signature and Acceptance Form (Attachment B);
3. Proposal (see outline of Proposal Requirements below);
4. Budget and Rate Sheet (see Attachment C); and
5. Team Member Resumes (as an appendix).

No additional materials should be submitted. Any additional materials will not be considered in the evaluation.

Under no circumstances will MassCEC accept responses past the deadline. MassCEC, at its sole discretion, will determine whether a proposal is complete.

PROPOSAL REQUIREMENTS

Proposals must contain the following sections. Do not exceed the specified page limits.

Executive Summary (one (1) page): Applicants should provide a summary of their organization, qualifications, and their proposed approach for working with MassCEC and with the range of stakeholders participating in the Program, including school districts, third-party school bus fleet owners, ESB and charger manufacturers, vendors and other service providers, and utilities.

Statement of Qualifications (up to three (3) pages): All responses must include a statement of qualifications, experience, and description of the Applicant, including:

- A brief description of organization(s) involved in the proposing team, including major subcontractors. Include date founded, history, size, product portfolio and location.
- Include an explanation of why the proposed organization or team is the best qualified to support school bus districts and fleets in electrification and manage project deployment. Identify other organizational qualifications relevant to the proposed work. Include examples of related past work, particularly related prior work with school districts, fleet electrification analysis, procurement support, construction management, and the current status of those projects.
- Describe the team's ability to strategically work and communicate with capacity-constrained stakeholders such as school bus districts and fleets in order to manage expectations and enable successful project deployment.
- Identify key individuals who will be involved in the Tasks outlined. Provide one (1) to two (2) paragraph summaries of relevant technical and business expertise of these individuals. Submit resumes (as appendices) of all key applicant team members. Resumes should include education and experience that are relevant to the proposed work.
- If applicable, list MassCEC and other state or federal contracts awarded to the Applicant and/or any subcontractors in the past five years.

Workplan Narrative (up to three (3) pages per primary Task): The Workplan describes work activities, deliverables and timeline associated with completing the four (4) primary Tasks provided in Section 6 – up to three (3) pages are allowed per primary Task. The Workplan Narrative should address each primary Task specifically.

The Workplan shall describe each step or procedure required to accomplish each Task, including who will perform it, how it will be performed and its intended result. Describe approaches for working effectively and coordinating communication with relevant stakeholders throughout each Task including the Project Team, utilities, manufacturers, etc.

Project Schedule (one (1) page): All responses must include an estimated project schedule which lays out all project milestones and deliverables and length or date of completion. Identify any seasonal

constraints, federal funding timelines, school district dependencies, or specific requirements for work scheduling. Indicate where travel will be required (if applicable). Propose a progress reporting schedule. Applicants should consider that multiple analyses will occur concurrently.

Budget and Rate Sheet (up to three (3) pages): Responses must include a detailed budget, including information on rates of all team members working on the project.¹⁰ Rates for travel should also be included and may not exceed half the consultant's usual hourly rate. Where Applicants anticipate using outside expertise for a Task, the Applicant should include estimated rates.

Budgets should be broken out by each Task including sub-tasks and service provided. Budget must be proposed on a per-Project or per-Project Applicant basis. For all sub-tasks under Task 1C, budget should also be proposed on a per-report basis. In addition to the budget, incremental cost should be provided for technical assistance for support to Projects and Project Sites above the expected number (i.e., more than ten (10) Project applicants, more than three (3) Project Teams). Incremental costs should also be provided for reports and reporting periods above the minimum requirement (i.e., budget adjustments for additional quarterly reporting period). In addition to providing incremental costs, Applicants should also indicate if there is a maximum number of Project Applicants and/or awarded Projects that the Applicant can support. **See Attachment C for more information on the Budget Template.**

Diversity, Equity, and Inclusion (up to one (1) page): Please include a brief summary of you or your organization's commitment to DEI and/or EJ principles. If available, please provide or link to any relevant materials (e.g. organization guidance documents, mission/vision statements, etc.). You may also include brief examples of initiatives, projects, or other work in which the Lead Applicant and/or Project Partners have demonstrated a clear commitment to advancing DEI and/or EJ principles.

References (one (1) page each): All responses must include references from at least three (3) clients of the Applicant, and preferably clients who have worked with the Applicant on matters related to the proposed technical services. These references must include a contact person, a full address, an email address, and a phone number. Current and former MassCEC staff may be included as supplementary references for previous work conducted on behalf of MassCEC, but do not count toward the three (3) reference requirement.

8. SELECTION CRITERIA

MassCEC is seeking the most comprehensive proposal from qualified entities to fulfill the roles described above. All proposals must be responsive to the relevant scope of services and proposal requirements outlined in this RFP. MassCEC reserves the right to determine the relative weights of each criterion as part of bid evaluation. As part of its overall goal of furthering equity in the clean transportation industry, MassCEC is open to Applicant Teams that include multiple firms with varying levels of experience in fleet electrification, including one or more firms that seek to gain experience through provision of services under the Program but can offer significant qualifications regarding the recruitment of fleets from historically overburdened or underrepresented populations and environmental justice areas. If relevant, applicants should explicitly address how they would use their engagement with MassCEC to build an area of business in the growing clean transportation market.

¹⁰ Please note that contractor rates may not be considered confidential in the case of a public records request. Please see Section VI for additional information on the Massachusetts Public Records law.

Applicant proposals will be evaluated on the following criteria:

Criterion	Definition
Range of Services to be Provided	<ol style="list-style-type: none"> 1. Does the Applicant plan to provide services commensurate with the services requested by MassCEC? 2. Does the Applicant demonstrate an understanding of the concepts and motivators underlying the Program? 3. Does the Applicant demonstrate an ability and interest in provision of all four (4) Tasks? 4. Has the Applicant clearly outlined a proposed approach for working with MassCEC and the selected Project Team? 5. If the Applicant has suggested changes to the primary Tasks (additions, alterations or deletions), are those changes aligned with the overall goals of the Program?
Qualifications	<ol style="list-style-type: none"> 1. What is the quality of the Applicant’s performance on similar past consulting assignments or their achievements related to proposed work? How were their efforts evaluated? 2. What is the Applicant’s experience in non-electric school buses, school bus electrification planning and operation, school recruitment, school bus conversion project finance, and with utility demand management and V2G? Do all individuals proposed as key team members have relevant technical and business expertise? 3. Does the Applicant demonstrate the ability or qualifications to meet equity-related Program goals related to priority schools? 4. What is the Applicant’s plan for acquiring technical knowledge that it may not have in-house? 5. Has the Applicant demonstrated successful performance under previous MassCEC, state, or federal contracts? 6. Has the Applicant provided strong references and recommendations? 7. Does the Applicant demonstrate strong communication and interpersonal skills which would enable the Applicant to communicate Program goals, deadlines and expectations with the MassCEC team?
Project Workplan	<ol style="list-style-type: none"> 1. Does the proposed Workplan meet the objectives of the primary Tasks outlined in Section 6? 2. Will the proposed Workplan fulfil the goals of each Task? 3. Is the proposed Workplan clear and specific regarding how Tasks will be carried out and by whom? 4. Are any changes to the primary scope(s) adequately justified in the Project Workplan? 5. Is the proposed Schedule both reasonable and realistic?
Overall Quality of Proposal	<ol style="list-style-type: none"> 1. Has the Applicant presented their qualifications clearly, completely and in adherence to the proposal format? 2. Has the Applicant demonstrated sufficient time resources and flexibility to participate in the Program?

Value Demonstration	<ol style="list-style-type: none"> 1. Is the proposal cost-competitive and within the budget requirements? 2. Are the services reflected in the Applicant’s quote commensurate with the proposed budget? 3. Does the range of services proposed align with the requirements of this RFP? 4. Comparison of range of services and budget to other Applicants’ proposals.
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9. BUDGET

Scope budgets will not be specified and will instead be left to the Applicant to propose.

Budgets should be broken out by each Task including sub-tasks and service provided. Budget must be proposed on a per-Project or per-Project Applicant basis. For Task 4C, budget should also be proposed on a per-report basis. In addition to the budget, incremental cost should be provided for technical assistance for support to Projects and Project Sites above the expected number (i.e., more than ten (10) Project applicants, more than three (3) Project Teams, more than three (3) Project sites). Incremental costs should also be provided for reports and reporting periods above the minimum requirement (i.e., budget adjustments for a public webinar or additional quarterly reporting period).

Applicants are expected to fill out the Proposed Budget Template, available on the MassCEC [ACT School Bus Deployment Technical Assistance webpage](#), and attach an **editable**, completed version in the proposal.

Budget evaluation will be a factor in the selection criteria. Please note that the consultant will be paid on a milestone basis based on a deliverable schedule.

10. CONTACT INFORMATION FOR QUESTIONS

Please submit all questions in writing to CleanTransportation@MassCEC.com no later than **4:00 p.m. EDT, January 22, 2024** “School Bus Technical Consultant RFP Questions” must appear in the subject line. Responses to questions will be posted on the RFP website page by January 29, 2024.

11. GENERAL REQUEST FOR PROPOSALS CONDITIONS

NOTICE OF PUBLIC DISCLOSURE

As a public entity, MassCEC is subject to Massachusetts’ Public Records Law, codified at Chapter 66 of the Massachusetts General Laws. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. Applicants shall not send MassCEC any confidential or sensitive information in response to this RFP. If confidential information is submitted as part of the application and not clearly marked as confidential, such information may be made publicly available by MassCEC without further notice to the Applicant.

DISCLAIMER & WAIVER AUTHORITY

This RFP does not commit MassCEC to award any funds, pay any costs incurred in preparing a proposal, or procure or contract for services or supplies. MassCEC reserves the right to accept or reject any or all proposals received, waive minor irregularities in submittal requirements, modify the anticipated

timeline, request modification of the proposal, negotiate with all qualified Applicants, cancel or modify the RFP in part or in its entirety, or change the proposal guidelines, when it is in its best interests.

This RFP has been distributed electronically using MassCEC's website. It is the responsibility of Applicants to check the website for any addenda or modifications to an RFP to which they intend to respond. MassCEC accepts no liability and will provide no accommodation to Applicants who submit a proposal based on an out-of-date RFP document.

CONTRACT REQUIREMENTS

Upon MassCEC's authorization to proceed with the proposal, MassCEC and the awarded applicant(s) will execute a contract, substantially in the form of the Sample Agreement attached hereto as Attachment D, which will set forth the respective roles and responsibilities of the parties.

MassCEC anticipates selecting one (1) Technical Consultant or Technical Consultant Team under this RFP. MassCEC anticipates that the term length for services will be a minimum of approximately three (3) years to support a cohort of ACT School Bus Deployment projects, with the option to extend the term length to support additional cohorts of ACT School Bus Deployment grantees, at MassCEC's discretion. If MassCEC and the selected Technical Consultant agree to extend the term length through the remaining cohorts of the ACT School Bus Deployment Grants, the total term length for services will be approximately six (6) years.

ATTACHMENT A: LIST OF EPA CLEAN SCHOOL BUS PRIORITY APPLICANTS

Boston
Chelsea
Fall River*
Fitchburg
Gosnold
Holyoke
Lawrence*
New Bedford*
Orange
Revere
Southbridge
Springfield
Up-Island Regional
West Springfield
Worcester

*These school districts received 2022 Clean School Bus Rebate awards and Round 1 ACT School Bus Fleet Deployment Grants. These districts are still eligible to receive future ACT School Bus Fleet Deployment funding, but MassCEC will prioritize school districts that have not previously received ACT School Bus Fleet Deployment awards.

ATTACHMENT B: AUTHORIZED APPLICANT’S SIGNATURE AND ACCEPTANCE FORM

Electric School Bus Deployment Technical Assistance Program for Fleets (the “RFP”)

The undersigned is a duly authorized representative of the Applicant named below. The undersigned has read and understands the RFP requirements and acknowledges and confirms that the Applicant and each member of its team has read and understands the RFP Requirements. The undersigned acknowledges and agrees that all of the terms and conditions of the RFP are mandatory.

The undersigned and each Applicant and each member of its team acknowledges and agrees that (i) all materials submitted as part of the proposal are subject to disclosure under the Massachusetts Public Records Law, as explained in the RFP; (ii) that the Massachusetts Clean Energy Technology Center (“MassCEC”) has no obligation, and retains the sole discretion to fund or choose not to fund the proposal set forth herein; and (iii) that MassCEC’s receipt of the proposal does not imply any promise of funding at any time.

The undersigned and each member of the Applicant’s team understands that, if the proposal is selected by MassCEC pursuant to this RFP, the Applicant will execute and deliver an agreement to be provided by MassCEC that shall set forth the terms and conditions, together the respective roles and responsibilities of the Applicant, and each member of its team, and MassCEC, with respect to the project described in the RFP.

I certify that the statements made in this proposal, including all attachments and exhibits, are true and correct.

Applicant: _____

(Printed Name of Applicant)

By: _____

(Signature of Applicant or Authorized Representative)

Title: _____

Date: _____

ATTACHMENT C: PROPOSED BUDGET

Applicants are expected to fill out the Proposed Budget Template, available on the MassCEC [ACT School Bus Deployment Technical Assistance webpage](#), and attach an **editable**, completed version in the proposal.

SAMPLE

ATTACHMENT D: SAMPLE AGREEMENT

DO NOT FILL OUT: This is a sample agreement for viewing purposes only

AGREEMENT FOR SERVICES

This **AGREEMENT FOR SERVICES** (the “Agreement”), effective as of [Date – M/D/YYYY], the (“Effective Date”), is by and between the **Massachusetts Clean Energy Technology Center** (“MassCEC”), an independent public instrumentality of the Commonwealth of Massachusetts (the “Commonwealth”) with a principal office and place of business at 294 Washington Street, Suite 1150, Boston, Massachusetts, 02108, and [fill in COMPANY NAME AND PRINCIPAL PLACE OF BUSINESS] (“Contractor”) (each a “Party” and together the “Parties”).

WHEREAS, [provide an introduction to the Agreement, why it is being entered into, provide facts about the relationship and goals of the parties, the nature of the contract, and mention other related transactional documents];

WHEREAS, [use as many clauses as necessary]; and

WHEREAS, MassCEC desires to retain Contractor to provide certain services described more fully herein, and Contractor desires to provide MassCEC said services, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable considerations, the receipt, adequacy, and sufficiency of which are hereby acknowledged, MassCEC and Contractor agree as follows:

- 1. Scope of Services:** Exhibit 1 (the “Sample Project Workplan”) will be used as a basis to develop any additional necessary tasks for Contractor to perform after the execution of this Agreement (each a “Workplan” and collectively the “Workplans”) by MassCEC and Contractor and shall be subject to final approval in writing (email acceptable) by the MassCEC Project Manager(s) designated in Section 7(a) below. Once approved, each Workplan shall become a subsequent exhibit to this Agreement and be incorporated herein for all purposes. Contractor shall carry out all services reasonably contemplated by this Agreement and described in Exhibit 2 and the Workplans (collectively, the “Services”). This Agreement shall apply to all Services provided from time to time by Contractor to MassCEC during the Term, as defined below. Contractor shall perform the Services in accordance with the schedule in Exhibit 2 and the schedules developed as part of the Workplans (collectively, the “Schedule”).
- 2. Deliverables:** Contractor shall provide all deliverables described in Exhibit 1 (the “Deliverables”).
- 3. Payment:**

- a. **[FIXED FEE:** MassCEC shall pay Contractor an aggregate amount of up to \$**[fill in AMOUNT]** (the “Fee Amount”) to perform the Services. The Fee Amount shall be the sole and complete compensation for the Services performed by Contractor under this Agreement.] The Fee Amount shall be the sole and complete compensation for Services performed by Contractor under this Agreement.]
- b. Contractor shall enroll in MassCEC’s Automated Clearinghouse (“ACH”) system to receive payment by completing the ACH enrollment form attached to this Agreement in Exhibit 3 and submitting it to Finance@masscec.com at or before the submission of their first invoice. Any changes to the information in the ACH form must be submitted to finance@masscec.com through an updated ACH enrollment form within thirty (30) days of any such change.
- c. Contractor shall submit to MassCEC reasonably detailed invoices **[each quarter/each month]** describing the Services rendered during the invoice period, and such invoices shall become payable within forty-five (45) days of receipt by MassCEC. Invoices shall provide reasonable documentation of evidence of costs incurred including, but not limited to:
 - i. **[IF APPLICABLE]** Staff Charges: staff charges for each employee, the employee’s name, title, number of hours worked, and hourly rate; and
 - ii. **[IF APPLICABLE]** Direct Materials/Other Direct Costs: all direct materials and other direct costs, itemized.

Contractor shall promptly provide MassCEC with any additional documentation or information upon MassCEC’s reasonable request.

4. **Term:** This Agreement shall take effect as of the Effective Date, and shall remain in effect for **[fill in NUMBER OF DAYS/YEARS or until DATE – NOTE: Include sufficient time for invoicing/payment]** (the “Term”), unless terminated in accordance with Section 9 herein.
5. **Access and Use:** Contractor agrees to provide all contributions made in the scope of the Services as a work made for hire for MassCEC, which shall own all rights, including without limitation copyrights and patents, in materials Contractor prepares and delivers to MassCEC or its customers or clients or others on its behalf, and which shall have the right to use them in any way without additional payment to Contractor. In the event that Contractor’s contributions are for any reason deemed not to have been a work made for hire, Contractor hereby assigns to MassCEC any and all right, title, and interest that the Contractor has, including any copyright or patent, in the work created or performed in the scope of the Services. Contractor, both during the Term and subsequently, shall cooperate with MassCEC to perfect, enforce, defend, and prosecute all such rights.

Contractor represents and warrants that Contractor’s contribution will not infringe on any

copyright, right of privacy, or personal or proprietary rights of others. If Contractor delivers or uses materials subject to the rights of any third parties (e.g., requiring permission from a copyright owner), Contractor will provide all information required of the person or entity to use such materials without infringing on any copyright, right of privacy, or other personal proprietary right of such third-party. If Contractor provides to MassCEC or uses in the performance of the Services any material to which Contractor claims copyright, patent, or other interests or rights for itself, such use or delivery shall be deemed to be an assignment of such material, interests, and rights to MassCEC, unless a contrary agreement is reached in writing, between the Parties, prior to such delivery or use.

- 6. Contractor's Representations, Warranties, and Certifications:** As of the Effective Date of this Agreement, Contractor hereby represents, warrants, and certifies under the pains and penalties of perjury as follows:
- a. Contractor is duly authorized to enter into this Agreement.
 - b. Contractor and all personnel to be employed or engaged by Contractor under this Agreement ("Project Personnel") are fully capable and qualified to perform the Services and Contractor's other obligations under this Agreement, and have obtained all requisite licenses and permits to perform any and all of the Services.
 - c. Contractor and its Project Personnel are familiar with, and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders, or requirements of the Commonwealth and other governmental authorities applicable to or implicated by the subject matter of this Agreement.
 - d. Contractor and its employees are independent contractors of MassCEC, and not employees, partners, or joint-venturers of MassCEC. Contractor will be solely responsible for withholding and paying all applicable payroll taxes of any nature and imposed by any authority, including social security and other social welfare taxes or contributions that may be due on amounts paid to its employees. Contractor has filed and will continue to file all necessary state tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System, and with all laws of the Commonwealth relating to worker's compensation, codified at M.G.L. c. 152.
 - e. Contractor certifies that appropriate insurance coverage for all activities under this Agreement has been obtained and shall be maintained in effect through the term of this Agreement. CONTRACTOR ACKNOWLEDGES THE SUFFICIENCY OF THE TYPES AND AMOUNTS OF INSURANCE COVERAGE MAINTAINED AND THE APPROPRIATENESS OF THOSE COVERAGES FOR THE DURATION OF THE TERM. At MassCEC's request, Contractor will provide MassCEC with copies of the certificates of insurance evidencing such coverage. The

insurance requirements for the Project and pursuant to this Agreement are solely Contractor's responsibility and shall not relieve Contractor of any responsibility to MassCEC.

- f. Contractor agrees to comply with all applicable federal and state and local statutes, rules, regulations, and permitting requirements, including, but not limited to, all laws promoting fair employment practices or prohibiting employment discrimination and unfair labor practices, and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, or for exercising any rights afforded by law.
- g. Contractor represents and warrants that all of Contractor's Project Personnel are eligible to work in the United States at the time of execution of this Agreement and that Contractor shall comply with its continuing obligation to ensure such status for the Term.
- h. Contractor agrees and acknowledges that MassCEC is relying upon Contractor to provide the Services in a competent, complete, and professional manner, and, accordingly, Contractor performance under this Agreement shall be conducted with due diligence and in accordance with the highest industry standards of professionalism and competence.
- i. Contractor is registered and in good standing with the Secretary of State's Office of the Commonwealth of Massachusetts.

7. Project Managers:

- a. MassCEC and Contractor have designated the following persons to serve as project managers to support effective communication between MassCEC and Contractor and to report on the Project's progress (the "Project Managers").

For Contractor:

[First Name Last Name], [Title] ([phone number] / [email]@)

For MassCEC:

[First Name Last Name], [Title] ([phone number] / [email]@masscec.com)

- b. Contractor shall be required to obtain prior written approval from MassCEC to make any change to its Project Managers. For the avoidance of doubt, MassCEC may update its Project Manager(s) listed without amending this Agreement, in compliance with the notice provisions of Section 8.

8. Notice: Any notice hereunder shall be in writing and shall be sent either by (i) facsimile, email, or other electronic transmission, (ii) courier, or (iii) first class mail, postage prepaid, addressed to the Project Manager(s) listed in Section 7(a) at the address indicated in the preamble of this Agreement (or to such other address as a Party may provide by notice to the Party pursuant to this Section), and shall be effective (x) at dispatch, if sent by facsimile, email, or other electronic transmission, (y) if sent by courier, upon receipt as recorded by courier, (z) if sent by first class mail, five (5) days after its date of posting.

9. Termination:

- a. This Agreement may be terminated by either MassCEC or Contractor at any time for a material breach of any term of the Agreement.
- b. MassCEC may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate MassCEC action inconsistent with performing its obligations under this Agreement.
- c. MassCEC may terminate this Agreement at any time, in the exercise of its sole discretion. In the event of such termination, compensation shall be paid by MassCEC to Contractor for the actual costs of allowable expenses incurred for work performed and the reasonable and necessary actual direct costs incurred in the performance of the work pursuant to this Agreement prior to the effective date of the termination.
- d. Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections: 5, 8, 9, 10, 12, 13, 14, 15, 17, 18, 20, 21, and 23 of this Agreement shall survive and remain in effect after the termination or expiration of this Agreement.

10. Assignment and Subcontracting: MassCEC may assign its rights and obligations under this Agreement to any person who succeeds to all or any portion of MassCEC's business, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor shall not assign or in any way transfer any interest in, or any of Contractor's rights or obligations under this Agreement, including by operation of law, without the prior written consent of MassCEC, nor shall Contractor subcontract any services to anyone without the prior written consent of MassCEC.

11. Conflicts of Interest: Contractor acknowledges the application of the Commonwealth's Conflict of Interest Law, codified at M.G.L. c. 268A to the subject matter of this Agreement and that Contractor's Project Personnel, and Contractor's subcontractor's personnel, if any, may be considered "special state employees" and thus may be subject to the provisions of such law. Contractor represents and warrants that it is, and agrees that, for the duration of the term of

this Agreement, it and its subcontractors, if any, shall remain in full compliance with the Commonwealth's Conflict of Interest Law.

12. Audit: Contractor shall maintain books, records, and other compilations of data pertaining to its activities pursuant to this Agreement to the extent and in such detail as to properly substantiate claims for payment and Contractor's performance of its duties under the Agreement. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under the Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit, or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of Contractor which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not expressly permitted under this Agreement, Contractor shall refund to MassCEC the amount determined by such audit within thirty (30) days of Contractor's receipt of such audit and demand.

13. Indemnification:

- a. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors, and employees (together with the Commonwealth and MassCEC, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Contractor, its officers, directors, employees, agents, subcontractors, or assigns under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of Contractor, its officers, directors, employees, agents, subcontractors, or assigns. Without limiting the foregoing, Contractor shall indemnify and hold harmless each Covered Person against any and all Damages that may arise out of or are imposed due to the failure to comply with the provisions of applicable law by Contractor or any of its agents, officers, directors, employees, subcontractors, or assigns.
- b. In no event shall either Party be liable for any indirect, incidental, special, or consequential damages whatsoever (including, but not limited to, lost profits or interruption of business) arising out of or related to Contractor's, its officers', directors', employees', agents', subcontractors', or assigns' performance of Services under this Agreement, even if advised of the possibility of such damages.

14. Confidentiality:

- a. Contractor hereby agrees to protect the physical security and restrict access to all data compiled for, used by, or otherwise in the possession of Contractor in performance of the Services in accordance with reasonable business practices and as otherwise provided in this Agreement. Contractor shall comply with all applicable laws and regulations relating to confidentiality and privacy, including, without limitation, all requirements of M.G.L. c. 66A implicated by the subject matter of this Agreement.
- b. In connection with the performance of the Contractor's Services, Contractor will be exposed to and have access to MassCEC's confidential and proprietary information and information that MassCEC's employees, applicants, consultants, affiliates, licensors, customers, vendors, and others have entrusted to MassCEC that may include, but is not limited to, trade secrets, know-how, or other intellectual property, financial, and commercial information, marketing and servicing information, costs, business affairs, future plans, employee compensation, employee personnel information, programs, databases, operations, and procedures (collectively, "Confidential Information") to which Contractor did not have access prior to performing Services of MassCEC, and which Confidential Information is of great value to MassCEC. Contractor, at all times, both during and after any termination of this Agreement by either party, shall not in any manner, directly or indirectly, use any Confidential Information for Contractor's own benefit, or divulge, disclose, or communicate in any manner, or otherwise make available such Confidential Information, unless expressly authorized to do so in writing by an officer of MassCEC. Confidential Information shall not include (i) information which was in the public domain at the time of disclosure to Contractor; (ii) information which is or becomes generally known or available to the public through no act or failure to act on the part of Contractor; or (iii) information the disclosure of which is required by law or court order, provided the Contractor gives to MassCEC prompt, prior written notice of any such disclosure.
- c. Contractor has read and agrees to comply with, and will cause its agents, officers, directors, employees, and subcontractors to comply with, the provisions of this Section. Contractor agrees, for itself and for its agents, officers, directors, employees, and subcontractors, as follows:
 - i. not at any time, whether during or after the termination of this Agreement, to divulge, disclose, or reveal to any person any Confidential Information, whether or not such information is produced by Contractor's own efforts, except (A) as specifically required in connection with the fulfillment of Contractor's obligations hereunder, or (B) as otherwise directed by MassCEC in connection with a disclosure request under M.G.L. c. 66 (the "Public Records Law"), a request for discovery,

- subpoena, court, or administrative order or other compulsory legal process, disclosure requirement or request relating to such Confidential Information;
- ii. not at any time, whether during or after the termination of this Agreement, use any Confidential Information for Contractor's direct or indirect financial or other benefit or for the benefit of any Person related to or affiliated with Contractor or with whom Contractor is now or hereafter associated, other than MassCEC, nor will Contractor use or attempt to use any Confidential Information in any manner which could reasonably be expected to injure or cause loss, whether directly or indirectly, to MassCEC or any applicable third-party;
 - iii. in the event that Contractor (or any of its agents, officers, directors, employees, or subcontractors) is questioned about Confidential Information by anyone who has not demonstrated to Contractor that it is authorized to receive or have access to such Confidential Information, or is asked to provide Confidential Information to any such Person, Contractor agrees to promptly notify MassCEC and respond to the inquirer in accordance with MassCEC's instructions; and
 - iv. not at any time, whether during or after the termination of this Agreement, reproduce any materials containing Confidential Information except to the extent necessary to perform Contractor's obligations under this Agreement, nor make or use (or permit any of its agents, officers, directors, employees, or subcontractors to use) any materials other than in connection with the performance of Contractors' obligations under this Agreement and for the benefit of MassCEC, it being understood and agreed that all materials are, shall be and shall remain the sole and exclusive property of MassCEC, and immediately upon the termination of the Agreement for any reason, Contractor shall deliver all copies of MassCEC's confidential materials and all other property of MassCEC in its direct or indirect possession or control to MassCEC, at its main office. In addition, Contractor shall, upon termination of the Agreement, within ten (10) days, return all materials and Confidential Information, held by Contractor as data stored on computers, floppy disks, CD-ROMs, or other electronic media.
- d. Contractor shall collaborate directly with MassCEC to prepare any public statement, media strategy, webpage update, or announcement relating to or bearing on the work performed or data collected under this Agreement, or to prepare any press release or for any news conference in which MassCEC is concerned or discussed. The aforementioned includes, but is not limited to, any media pitches, interviews, embargoed materials, photo opportunities, blogs, guest columns, media events, or editorial boards which relates to this Agreement or MassCEC.

- e. Notwithstanding the foregoing, Contractor is hereby notified that in accordance with the Defend Trade Secrets Act of 2016 (18 U.S.C. Sec. 1833(b)), as amended, Contractor will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

15. Public Records and CTHRU: As a public entity, MassCEC is subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66 (the "Public Records Law"). Contractor acknowledges and agrees that any documentary material, data, or other information submitted to MassCEC are presumed to be public records. An exemption to the Public Records Law may apply to certain records, including materials that fall under certain categories of a statutory or common law exemption, including the limited exemption set forth in General Laws Chapter 23J, Section 2(k) regarding certain types of confidential information submitted to MassCEC by an applicant for any form of assistance. Contractor acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any particular document, material, data, or other information is exempt from or subject to public disclosure. MassCEC urges Contractor to carefully consider what documents, materials, data, and other information it submits to MassCEC in connection with this Agreement.

In accordance with the Public Records Law, MassCEC generally considers the following types of information confidential:

- Identifiable Participant Fleet Data including VIN, commercially sensitive financials (not to include aggregated or average vehicle and equipment prices), leasing arrangements; and
- Personal identifying information including personal phone numbers and personal email addresses.

As a public entity, MassCEC is subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. Contractor acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any particular document, material, data, or other information is exempt from or subject to public disclosure. Contractor agrees and acknowledges that it shall not send MassCEC any confidential or sensitive information under this Agreement.

Contractor agrees and acknowledges that MassCEC shall have the right to disclose the name of Contractor and/or payee, the amount of any payments under this Agreement and any other information it may deem reasonably necessary on CTHRU, the Commonwealth's online database of state spending, or any other applicable state spending website. Contractor agrees and

acknowledges that MassCEC shall have the right to disclose the name of Contractor and/or payee, the amount of any payments under this Agreement and any other information it may deem reasonably necessary on CTHRU, the Commonwealth's online database of state spending, or any other applicable state spending website.

16. Tax Forms: MassCEC will record payments to Contractor on, and provide to Contractor, a United States Internal Revenue Service ("IRS") Form 1099, and MassCEC will not withhold any state or federal employment taxes on Contractor's behalf. Contractor shall be responsible for paying all such taxes in a timely manner and as prescribed by law. Contractor shall provide MassCEC with a properly completed IRS Form W-9 (the "W-9"). Failure to provide the W-9 shall be grounds for withholding payment until such W-9 is received. The W-9 must be emailed to finance@masscec.com. For all tax-exempt entities (including government entities), a tax-exemption certificate or IRS tax-exemption determination letter must be emailed to finance@masscec.com.

17. Choice of Law:

- a. This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to its conflict of laws principles. Any dispute arising out of or relating to this Agreement or its breach, termination, or invalidity, whether before or after termination of this Agreement, if not resolved by negotiation among the Parties within thirty (30) days after such dispute is raised by either Party in writing, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over this Agreement. Any such arbitration will be conducted in or near Boston, Massachusetts. The prevailing Party shall be entitled to receive from the other Party its reasonable attorney's fees and costs incurred in connection with any action, proceeding, or arbitration hereunder.
- b. This Section shall not be construed to limit any other legal rights of the Parties. Each Party acknowledges and agrees that any breach or threatened breach of this Agreement by the other Party may result in substantial, continuing, and irreparable damage to the first Party. Therefore, before or during any arbitration, either Party may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction, where such relief is necessary to protect its interests pending completion of the arbitration proceedings.

18. Independent Status: Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee, partner, joint venturer, or principal and agent between MassCEC and Contractor, its employees, agents, or officers.

- 19. Counterparts:** This Agreement may be executed in two (2) or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 20. Severability:** Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power, or enforceability of any other clause or provision of this Agreement.
- 21. Amendments and Waivers:** MassCEC may amend Section 15 (without any action by Contractor) to reflect changes in law or MassCEC policies and shall promptly deliver any and all such amendments to Contractor in the manner provided in Section 8. Except as provided in the immediately preceding sentence, no amendments to or modifications of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless the same shall be in writing and shall be signed by each of the Parties. Any waiver by MassCEC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, or in any way limit the remedies available to that Party.
- 22. Force Majeure:** Neither Party shall be liable or responsible to the other Party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) actions, embargoes, or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; and (f) strikes, labor stoppages or slowdowns. The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.
- 23. Binding Effect, Entire Agreement:** This Agreement shall be binding on the Parties and their respective successors and permitted assigns, and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or

obligations except between the Parties, and no Person shall be regarded as a third-party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant, or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. Furthermore, neither Contractor's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with the MassCEC, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules, and attachments) are hereby incorporated into this Agreement by reference:

- a. Exhibit 1: Sample Project Workplan
- b. Exhibit 2: Scope of Services
- c. Exhibit 3: ACH Enrollment Form

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In witness whereof, the Parties have caused this Agreement to be duly executed and delivered by their duly authorized officers effective as of the Effective Date.

Massachusetts Clean Energy Technology Center

[Contractor Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal Tax ID No.: _____

SAMPLE

Exhibit 1
SCOPE OF SERVICES: Sample Project Workplan¹¹

This is an example Workplan Template that is subject to change

Task 1: Project Technical Assistance

Deliverables: Contractor will submit each of the bolded and underlined items under Task 2 as Deliverables to both MassCEC and Project Teams. Contractor will submit draft versions of the applicable Deliverables to both MassCEC and Project Teams as outlined in the Schedule of Payments and Deliverables table.

1A – Initial Feasibility Screening

Contractor will submit an analysis for applicable Project Teams that includes:

Baseline Data Collection: Contractor will begin Baseline Data Collection by assisting the Project Team with the completion of the **Fleet Intake Form**. At a minimum, completed Fleet Intake Forms will include the following information:

- Fleet size, including EPA-eligible bus replacements, by bus type;
- School district routes, including distance traveled and hours of operation. This will inform duty-cycle and dwell time;
- Average service life by vehicle type (in years);
- Current dual types and costs;
- Operational models to understand procurement pathways;
- Operating schedule and dwell times to size vehicle battery systems and charging infrastructure;
- Electrification goals and local advocacy demands to inform intended timeline for full electrification;
- Depot conditions to inform feasibility and sequencing of electrification; and
- Local funding and approval structures

Basic Site Assessments: Contractor will work with the Project Team and utilities as needed to assess feasibility for potential depot sites, charging locations, and infrastructure upgrades. Contractor will collect detailed information on electrical infrastructure using tools such as video platforms for live video, survey tool and data uploader, and photos. Contractor will use this information to prepare a **Preliminary Site Plan** for the Project Team. Contractor will submit draft(s) of the Preliminary Site Plan for MassCEC comment and approval.

Basic Financial Assessments: Contractor will use pricing information compiled from the basic site assessment and in the ESB Compendium to conduct financial modeling at the fleet segment level (groupings of similar vehicle and duty-cycle pairs) to estimate the total of ownership (“TCO”) associated with electrifying each segment. Contractor will run “no incentives” and “full incentives” scenario for a representative vehicle in each segment to represent plausible best-

¹¹ Note that this is a sample workplan. Each individual workplan will be tailored based on the needs of each Applicant Team.

case scenarios combining resources and stacking where possible. Contractor will submit draft(s) of the **TCO Analysis** for MassCEC comment and approval.

Preliminary Transition Plan: Contractor will deliver a **Preliminary Transition Plan** to the Project Team and MassCEC, submitting draft(s) of the Preliminary Transition Plan for MassCEC comment and approval, that summarizes actionable information for each Project Team:

- Initial recommendations on suitable ESB and charger model options;
- Findings from basic assessments and financial modeling;
- Suggested phase-in timelines;
- Operational and training strategies to integrate technology most effectively with existing facilities staff and operators; and
- Recommended next steps for fleet electrification

Task 2: Project Planning and Procurement

Deliverables: Contractor will submit each of the bolded and underlined items under Task 3 as deliverables to both MassCEC and Project Teams. Contractor will submit draft versions of the applicable deliverables to both MassCEC and Project Teams as outlined in the Schedule of Payments and Deliverables table.

2A – Finalize Needs Analysis and Site Assessment(s)

Contractor will provide a detailed Needs Analysis for the Project Team, including the party that will own the equipment, with all the information required to successfully procure ESBs, charging infrastructure, prepare site(s) for electrification, and procure any services necessary to operate and maintain equipment. The Analysis will include the following deliverables:

Vehicle Needs Analysis: Contractor will ensure that fleet requirements are captured and coordinated with the Project Team and other relevant stakeholders. Contractor will submit draft(s) of the Vehicle Analyses for MassCEC comment and approval. Contractor will work with each applicable Project Team to coordinate the following activities:

- Analyzing existing routes;
- Determining capacity requirements based on area-and route-specific factors;
- Drafting ESB specifications;
- Reviewing available vehicle options;
- Defining fleet configuration;
- Providing preliminary estimates for pricing and procurement schedule; and
- Developing operation, staffing, and safety plans

Charging Needs Analysis: Contractor will submit draft(s) of the Charging Needs Analysis to for MassCEC comment and approval. Contractor will work with the Project Team to identify charging needs as follows:

1. ***Criteria Development:*** Contractor will develop evaluation criteria for depot and on-route charging

2. *Charging Development:* Contractor will develop a comprehensive list of charging technologies and approaches and ensure compatibility between buses and chargers
3. *Site Investigations:* Contractor will conduct investigations at Project Team sites to identify site constraints and potential alternative locations as necessary
4. *Utility Coordination:* Contractor will coordinate with the electrical utility provider to understand power supply and demand at each depot facility, including time-based charging restrictions and demand signaling
5. *Develop Approach:* Contractor will review Project Team charging strategies for alignment with EPA's Clean School Bus and MassCEC Program requirements and goals
6. *Align Approach:* Contractor will specify preferred charging approaches for each depot and facility

Site Assessment(s): Contractor will assess suitability and constraints for charging infrastructure to meet vehicle needs, evaluate site needs for the portion of ESBs funded by EPA's Clean School Bus Program and MassCEC, and assess future charging infrastructure expansion for full fleet electrification as appropriate. Contractor will conduct at least one (1) in-person site visit as part of the Site Assessment. Contractor will submit draft(s) of the Site Assessments for MassCEC comment and approval.

2B – Detailed Financial Assessments

Contractor will develop a **Finalized TCO Analysis** comparing various electrification scenarios with BAU operation. Contractor will submit draft(s) of the TCO Analysis for MassCEC comment and approval. The Analysis will include:

- One-time payments such as ESB purchases and charging installation;
- Ongoing costs such as ESB charging costs and charging infrastructure maintenance;
- Battery configuration options and degradation; and
- Estimated costs for each party based on ownership

Contractor will run scenarios accounting for EPA Clean School Bus and MassCEC funding, supplemental revenue streams, off-peak charging, and V2X options.

2C – Distributed Energy Resources and Integration Analysis (Optional)

Contractor will provide the Project Team with a **Distributed Energy Resources (DER) and Integration Analysis** and review site projects for suitability for DER based on individual site energy needs and physical electrical constraints. For applicable Project sites, Contractor will conduct detailed feasibility studies for interconnecting proposed systems. Contractor will submit draft(s) of the DER Analysis for MassCEC comment and approval. Contractor's DER modeling will consider both technical and economic factors:

Technical Factors:

- Site-specific solar resource availability;

- Influence on annual output; and
- How energy storage resources are dispatched to meet site demands

Economic Factors:

- Available installation incentives; and
- Effects on operational costs for proposed site

2D – Procurement Support¹²

Contractor will provide the Project Team with a **Summary of Delivery Options**. The Summary will be used as a guide throughout the ESB, infrastructure, and site preparation procurement processes, including bid releases, if applicable. Contractor will submit draft(s) of the summary for MassCEC comment and approval. Through the Summary, Contractor will support Project Teams in the procurement process by:

- Establishing ESB specifications;
- Drafting contract language;
- Reviewing proposals;
- Recommending vendors;
- Drafting purchasing contracts and delivery; and
- Preparing a summary of delivery options for major work requirements

2E – Finalize Site and Operations Plans

Contractor will develop, finalize, and provide a **Finalized Facility Site Workplan** and a **Finalized Deployment and Operation Plan** for the Project Team. Contractor will submit draft(s) of the Facilities Workplans and the Deployment and Operation Plans for MassCEC comment and approval. Plans will include:

Facility Site Workplan(s): Contractor will work with utilities, the technical support team, the Project Team, and other relevant parties to produce a **Facilities Site Workplan** and detailed timeline for each applicable Project Team. The Site Workplan will include:

- Documentation of final energy supply strategy for each applicable site;
- Guidance on addressing additional power demands to cover the entire future bus fleet;
- Initial power demand and equipment estimates (to be submitted to the utility);
- Timelines for anticipated construction and modifications at each applicable site; and

¹² Contractor will work with each Project Team to identify whether Contractor should include procurement recommendations for full fleet electrification.

- Identification of potential energy resilience upgrades and climate change adaptation enhancements that applicable Project Teams may benefit from completing in tandem with charging-related construction

Deployment and Operation Plans: Contractor will collaborate with the Project Team to provide support throughout the ESB deployment and operation process in form of a **Deployment and Operation Plan**. Deployment and Operation Plans for the Project Team will include:

- Assessment of current driver and mechanic training information;
- Creation of new operations guidance (tailored to the specific workforce);
- Potential supplementation of training materials such as hands-on classes, PowerPoint presentations, handouts, and videos to cover a variety of subjects; and
- Development of an operations checklist

Task 3: Project Deployment and Operation

Deliverables: Contractor will submit each of the bolded and underlined items under Task 3 as deliverables to both MassCEC and Project Teams. Contractor will submit draft versions of the applicable deliverables to both MassCEC and Project Teams as outlined in the Schedule of Payments and Deliverables table.

3A – Construction Management

Contractor will act as the primary or supporting Project Manager, depending on the needs of the Project Team, throughout the site work and commissioning for the Project. Contractor will lead a total of two (2) **Construction Management Meetings** for each Project Team. During Construction Management Meetings, Contractor will provide oversight and input to reduce costs, speed delivery, and improve outcomes for both short-term and long-term ESB transitions.

Optional: Contractor will also provide a total of fifteen (15) **Request for Information (RFI) Responses** for each Project Team’s applicable bus depot electrification site, which is a common request as the Project transitions from the design phase to construction phase and needs to refine plans. RFI responses may include but are not limited to; clarification on design plans, ESB and charger implementation, strategic transition plans, and more. Contractor will submit draft(s) of RFI Responses for MassCEC comment and approval.

As part of construction management, Contractor will provide the following additional site preparation, interconnection, and charging installation services:

- Review the baseline schedule and proposed milestone activities for adoption by each applicable Project Team;
- Participate in construction meetings with all key and relevant stakeholders;
- Review major equipment or system submittals for technical conformance with contract documents; and
- Perform a visit at substantial completion for each Project Team to review the installed infrastructure

3B – Testing and Training

Contractor will support the Project Team as needed in ESB equipment intake and testing and facilitate necessary driver and mechanic training. Contractor will provide the Project Team with a **Workforce Training Checklist** and a **Commissioning Plan**. Contractor will submit draft(s) of the Workforce Training Checklist and Commissioning Plan for MassCEC comment and approval.

Workforce Training Checklist: In order to support driver and mechanic training, Contractor will develop a **Workforce Training Checklist** to be submitted for MassCEC comment and approval and presented to each applicable Project Team prior to ESB delivery. The checklist will:

- Recommend categories of employees who should attend initial training(s); and
- Recommend strategies for ongoing and new employee training

Commissioning Plan: Contractor will create and carry out a **Commissioning Plan** for each applicable Project Team. The Plan will involve the following Contractor services:

- Support all phases of testing and commissioning for charging infrastructure:
 - Design, coordinate and participate in kickoff meetings for each phase; and
 - Support ongoing coordination meetings
- Review and assist with owner’s project requirements (OPR) documents, commissioning specifications, and basis of design documents;
- Prepare a commissioning plan and product commissioning checklist;
- Update OPR reviews and construction schedules throughout the construction phase
- Schedule an onsite visit with each applicable Project Team to confirm compatibility and functionality between ESBs and charging infrastructure; and
- Provide ongoing direct communication to each applicable Project Team if issues arise and until they are resolved and ESBs are in operation
- Develop a testing and training strategy in coordination with relevant parties for each phase to cover major aspects of the system;

Contractor will be responsible for coordinating milestones by leading commissioning meetings, reviewing contractor submittals, preparing and maintaining commissioning submittal review logs, developing and following up on checklists and periodic inspection of construction status. During bus delivery, Contractor, in collaboration with relevant subcontractor(s) and the Project Team, will schedule an onsite visit with the Project Team to confirm compatibility and functionality between the ESB(s) and charging infrastructure. Should any issues arise, Contractor, in collaboration with relevant subcontractor(s), will provide ongoing support to resolve complications with ESB operations and/or performance. Contractor, in collaboration with relevant subcontractors, will remain in contact with the Project Team until ESB operational issues have been resolved.

3C – Operational Support

Contractor will provide support to the Project Team as needed during the first six (6) months of operation. Contractor will set **Bi-Weekly Check-In Meetings** with the Project Team to support

operational issues and/or share feedback on operational data. Support may include working to resolve maintenance issues for ESBs and charging infrastructure and facilitating communication between all relevant stakeholders. Contractor will assist the Project Team with complications related to charging infrastructure including:

- Reviewing system monitoring results obtained through operational data collection, analysis, and reporting;
- Creating, coordinating, and implementing a testing schedule with all relevant stakeholders;
- Coordinating with appropriate stakeholders to witness the functional performance tests;
- Preparing and maintaining a commissioning issues log and meeting with manufacturers in a timely manner² to address challenges;
- Creating and implementing a resolution plan for outstanding commissioning issues;
- Creating a matrix to track and remedy operational performance and maintenance issues for charging equipment;
- Reviewing the fleet operation and maintenance plan as new data are collected and improvements are identified; and
- Creating and providing a final commissioning report and systems manual.

Finalized Operations Guide: Contractor will create an **Operations Guide**, submitting draft(s) for MassCEC comment and approval, in collaboration with Project Teams outlining daily procedures for ESB operations, including driver best practices, charging schedules, and training recommendations.

II. Payment Terms

Contractor shall submit to MassCEC reasonably detailed invoices with the submission of each Deliverable in accordance with the payment schedule set forth below.

III. Schedule of Payments and Deliverables

MassCEC shall have the right at its sole discretion to allow for additional time for the completion of Milestones/Deliverables without need to amend this Agreement. If Grantee cannot satisfy a Completion Date, it shall seek MassCEC's prior written approval, email acceptable, of a later Completion Date and provide reasoning for its request. MassCEC shall approve or deny Grantee's request, email acceptable, within a reasonable time period.

The Example Table (below) shows the Totals by sub-task. Note that MassCEC anticipates variability in individual Project Team needs and consequently, variability in Contractor payment per Project Team.

RFP No. FY2024: ACT School Bus Deployment Technical Assistance

Task Number	Task Description	Milestone/Deliverable	Completion Date¹³	# Payments¹⁴	Payment Amount (TBD)
1A	Initial Feasibility Screening	Fleet Intake Form	Project Month 1	1	
		Basic Site Assessment (draft(s) to be submitted for MassCEC comment and approval)	Project Month 2	1	
		Basic Financial Assessment (draft(s) to be submitted for MassCEC comment and approval)	Project Month 2	1	
		Preliminary Transition Plan (draft(s) to be submitted for MassCEC comment and approval)	Project Month 3	1	
		Vehicle Needs Analysis (draft(s) to be submitted for MassCEC comment and approval)	Project Month 9	1	
2A	Needs Analysis and Site Assessments	Charging Needs Analysis (draft(s) to be submitted for MassCEC comment and approval)	Project Month 9	1	
		Site Assessment(s) (draft(s) to be submitted for MassCEC comment and approval) – including at least one (1) in-person site visit	Project Month 10	1	

¹³ Note that “Contract Month” starts the end of the first complete month following contract execution between Contractor and MassCEC whereas “Project Month” refers to the month that the contracts between Grantees and MassCEC are executed.

¹⁴ Note that project timelines may vary. This assumes a 24-month project period.

RFP No. FY2024: ACT School Bus Deployment Technical Assistance

		Finalized in-depth TCO Analysis (draft(s) to be submitted for MassCEC comment and approval)	Project Month 10	1	
2B	Financial Assessments	DER Analysis (draft(s) to be submitted for MassCEC comment and approval)	Project Month 10	1	
2C	Distributed Energy Resources Integration Analysis	Summary of Delivery Options (draft(s) to be submitted for MassCEC comment and approval)	Project Month 14	1	
2D	Procurement Support	Finalized Facility Site Workplans (draft(s) to be submitted for MassCEC comment and approval)	Project Month 14	1	
2E	Site and Operations Plans	Finalized Deployment and Operation Plans (draft(s) to be submitted for MassCEC comment and approval)	Project Month 14	1	
		Construction Meetings	Ongoing throughout construction period	4	
3A	Construction Management	Optional: RFI Responses (draft(s) to be submitted for MassCEC comment and approval)	Project Month 17	1	
		Optional: Workforce Training Checklist (draft(s) to be submitted for MassCEC comment and approval)	Project Month 20	1	

RFP No. FY2024: ACT School Bus Deployment Technical Assistance

3B	Testing and Training	Commissioning Plan (draft(s) to be submitted for MassCEC comment and approval)	Project Month 20	1	
		Bi-Weekly Meetings with MassCEC, as necessary, and project Teams	Throughout first six (6) months of Deployment	6	
3C	Operational Support	Finalized Operations Guide (draft(s) to be submitted for MassCEC comment and approval)	Project Month 27	1	

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Exhibit 2

TASK 1 SCOPE OF SERVICES: Project Plan, Deliverables, and Schedule

This is an example Project Plan Template that is subject to change

Task 4: Program Management and Reporting

4A – Application Support

Contractor will assist Project Applicants in submitting a complete and on-time application to MassCEC, demonstrating that the Project is technically and financially feasible and ready to proceed. Contractor will focus on creating and submitting technical components of the application. Application Support tasks include but are not limited to:

- Phone calls and emails;
- Virtual office hours;
- Supporting creation of basic site plans as needed;
- Supporting Project budget creation as needed; and
- Helping Project Applicants navigate necessary municipal approval processes on a case-by-case basis and with prior approval from MassCEC.

4B – Program Management

Contractor will lead reporting and ongoing Program management. At a minimum, Contractor will convene and facilitate the **Kickoff Call**, the Project Team **Engagement Plan Meeting**, the **Methodology Meeting**, and the **Monthly Meetings**. Contractor will provide **Monthly Progress Reports** with updates on Program progress. After MassCEC awards Deployment Grant Projects, Contractor will work with MassCEC to finalize **Project Workplans**. Contractor will provide **Project Summary Reports** with lessons learned on Project deployment after each Project is commissioned.

Contractor will provide meeting minutes as deliverables where relevant. For reports, Contractor will provide prior draft or template for MassCEC approval before final submission(s). Contractor will submit Project Workplans to MassCEC for approval via email.

Contractor-led meetings will include but are not limited to:

1. **Kickoff Call:** Contractor will lead kickoff meeting with MassCEC, subcontractors, and other relevant stakeholders to discuss project approach, budget, timeline, communication protocols with MassCEC,
2. **Project Team Engagement Meeting:** Contractor will lead a Project Team engagement planning meeting with MassCEC to review and discuss the strategies for effective collaboration and communication with the Project Teams. This may include identifying key Project stakeholders and decision-makers, managing Project Team expectations, and planning to overcome communication challenges.
3. **Methodology Meeting:** Contractor will lead a methodology meeting with MassCEC to review and discuss methodology for the electrification and financial analyses as well as the measurement and verification periods as outlined in Task 3B and in Task 1B, respectively

4. **Monthly Meetings:** Contractor will lead monthly meetings with MassCEC, relevant subcontractors, and other stakeholders as appropriate. Contractor will set and distribute an agenda before each Monthly Meeting and provide meeting minutes after each project meeting.
5. **Project Meetings:** After Project Teams are selected, Contractor will lead Monthly Meetings with each Project Team. Before each Project Team Meetings, Contractor will set and distribute an agenda and prepare a slide showing the current Project timeline and critical paths forward. After each Project Team Meeting, Contractor will share meeting minutes, including action items, and key meeting takeaways.

Contractor will be responsible for convening and facilitating the meetings, hosting them via teleconference or in-person as appropriate, developing and disseminating meeting agendas prior to each call, and sharing minutes following each call with decisions, action items, resolved issues, and summarized successes and challenges as appropriate. Contractor will include subcontractors, Project Team members, and other relevant stakeholders as appropriate and if requested by MassCEC. MassCEC may request multiple meetings on a given topic. Contractor and MassCEC may mutually agree by email to combine meetings. As needed and if requested by MassCEC, Contractor will initiate meetings with MassCEC to review individual Projects, discuss objectives and upcoming decision points, and adjust Project schedule.

Monthly Progress Reports: Contractor will submit a **Monthly Progress Report** to MassCEC Project Staff detailing project status by task, deliverables, budget expenses (including both Contractor's own budget and Project Teams' budgets), and anticipated tasks for the subsequent reporting period. The monthly reports will also provide information for individual Projects and Project Teams, including Project status summaries, challenges encountered, and steps toward resolutions.

Project Workplans: Once MassCEC awards Deployment Grant Projects, Contractor and subcontractors will work with Project Teams and MassCEC to finalize Workplans for each Project. Project Workplans will be based on the template outlined in Exhibit 2 and customized based on each Project's individual schedule and deployment plan. Each Project Workplan will have a payment schedule to be determined with and approved by MassCEC.

Project Summary Reports: Once Projects are fully operational, Contractor will submit a **Project Summary Report** for each Project which will include lessons learned, recommendations to mitigate implementation challenges, and improved strategies for future ESB adoption projects. Contractor will submit draft Project Summary Reports to MassCEC for prior approval and a finalized Project Summary Report for each Project Team.

4C – Reporting on Project Operation

Once Projects are operational, Contractor will be responsible for reporting on Project operation for a six (6) month period. Contractor will provide a Measurement and Verification plan for each Project and two (2) Quarterly Reports on Project Operation for each Project.

Measurement and Verification Plan: Contractor and other key members will submit a **Measurement and Verification Plan** for each applicable selected Project to ensure complete and accurate reporting of operations data after commissioning of ESBs and charging equipment. The Plan will be submitted as a standardized electronic reporting form in MS Excel and include at least the following information for each operating ESB:

- Miles travelled per day;
- Number and duration of charging events including kWh dispensed;
- Associated utility bill impacts for charging events; and
- Number, type, and cost of planned and unplanned maintenance and repair events for both ESBs and associated charging equipment

Quarterly Reports on Project Operation: Contractor will provide updates on project operations for each applicable Project Team. Quarterly reports will present operational, financial, and emissions impacts of fleet electrification relative to business-as-usual (BAU) operation of diesel and gasoline bus fleets. Quarterly operational reporting will address:

- *Carbon Emission Benefits:* Contractor will input bus characteristic and activity information into U.S. DOE's AFLEET model to estimate CO₂ and criteria pollutant emissions benefits for ESBs
- *Air and Noise Pollution Benefits:* Contract will apply existing methods to estimate noise levels for diesel and gasoline buses using FHWA's TNM. The analysis will target areas where ESB noise levels are expected to vary most significantly from their diesel and gasoline counterparts including bus queues at schools and residential roadways
- *ESB Performance:* Contractor will evaluate ESB performance by compiling and presenting summary statistics on miles traveled per day, total miles accumulated, days of operation, and efficiency expressed as kWh per mile per bus
- *EVSE Performance:* Contractor will summarize individual charging events associated with kWh, evaluating the expected performance and the actual performance of smart chargers, identifying likely charge interruptions and offline events. Contractor will detail scheduled and unscheduled maintenance events along with explanations and remediation outcomes of maintenance events
- *Financial Outcomes:* Contractor will conclude operational reporting by estimating the financial impacts of electrification including total and net fuel costs by month, incremental maintenance and repair costs for vehicles and infrastructure, and overall vehicle uptime compared to the legacy fleet

4D – Public-Facing Reports

In order to disseminate Program learnings to further ESB deployment throughout the Commonwealth, Contractor will produce **Public-Facing Reports**. These may be in the form of written reports, webinars, or public events which will support school bus owners, operators, and school administration decisionmakers on ESB best practices and lessons learned. Contractor will receive MassCEC approval prior to expending resources on report development.

At least one (1) public-facing report will address pre-deployment activities and will include information on:

- Baseline fleet and depot characterization;
- Targeted vehicles for early replacement;
- Evaluating ESB and charging infrastructure options;
- Identifying additional funding sources; and
- Preparing funding applications and vendor bids accounting for municipal approval requirements

At least one (1) public-facing report will address post-deployment operations and will include information on:

- Workforce training and safety requirements;
- Monitoring bus performance and charging system activity;
- Managing charging schedules; and
- Maintenance and warranty-related procedures

4E – ESB Education Materials

Contractor will produce an **ESB Education Guide**. The guide will include information such as:

- ESB terminology; and
- New deployment process steps.

The Technical Consultant will also host or present at (1) or more webinars or in-person events on topics including but not limited to the ones outlined in the public-facing reports.

II. Payment Terms

Contractor shall submit to MassCEC reasonably detailed invoices with the submission of each Deliverable in accordance with the payment schedule set forth below.

III. Schedule of Payments and Deliverables

MassCEC shall have the right at its sole discretion to allow for additional time for the completion of Milestones/Deliverables without need to amend this Agreement. If Grantee cannot satisfy a Completion Date, it shall seek MassCEC’s prior written approval, email acceptable, of a later Completion Date and provide reasoning for its request. MassCEC shall approve or deny Grantee’s request, email acceptable, within a reasonable time period.

The Example Table (below) shows the overall Payment Amounts and Totals by sub-task. Note that MassCEC anticipates variability in individual Project Team needs and consequently, variability in Contractor payment per Project Team. See Section 3 of the Agreement for payment process.

Table 1: Program Management

The table below shows Contractor’s Milestones and Deliverables for the Program Management of entire cohort

Task Number	Task Description	Milestone/Deliverable	Completion Date	Payment Amount	# Payments	Total
4A	Application Support	Application Support for Project Applicants	Contract Month 1		1	

RFP No. FY2024: ACT School Bus Deployment Technical Assistance

Task Number	Task Description	Milestone/Deliverable	Completion Date	Payment Amount	# Payments	Total
4B	Project Management	Kickoff Meeting between Contractor, MassCEC and other relevant stakeholders	Contract Month 1		1	
		Project Team Engagement Meeting between MassCEC and other relevant stakeholders	Contract Month 1		1	
		Methodology Meeting	Contract Month 2		1	
		Monthly Meetings between Contractor, MassCEC, and other relevant stakeholders	Ongoing throughout the contract period	n/a	n/a	n/a
		Project Meetings between Contractor, MassCEC, and each Project Team, billed quarterly	Ongoing throughout project period		8	
		Monthly Progress Reports, billed quarterly	Ongoing throughout project period		8	
		Finalized Project Workplans	Project Month 1		TBD	
		Final Project Summary Reports	Contract Month 21		TBD	
Task 4A Total						

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Task Number	Task Description	Milestone/Deliverable	Completion Date	Payment Amount	# Payments	Total
4C	Report on Project operation	Measurement and Verification Plan for each Project	Contract Month 20		TBD	
		Quarterly Reports on Project Operation during the six (6) month Project Operations period	Contract Month 23 Contract Month 27		6	
Task 4B Total						
4D	Public-Facing Reports	Pre-Deployment Public-Facing Report (drafts to be submitted to MassCEC for prior approval)	Contract Month 20		1	
		Post-Deployment Public-Facing Report (drafts to be submitted to MassCEC prior approval)	Contract Month 27		1	
Task 4C Total						
4E	ESB Education Materials	ESB Education Guide	Contract Month 27		1	
Exhibit 2 Total						

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Exhibit 3 – ACH Enrollment Form
 Please submit completed form to Finance@masscec.com

Part I: Reason for Submission		
New Enrollment	Change Enrollment	Cancel Enrollment
Document Included		
Voided Check	Bank Letter	

Part II: Account Holder Information
Account Holder Legal Name
dba Name
Legal Address Number, Street, Apartment/Suite Number
CityStateZip Code
Account Holder Tax Identification Number Employer Identification Number (EIN) Social Security Number (SSN)

Part III: Financial Institution Information		
Financial Institution Name		
Routing Number	Account Number	Account Type CheckingSavings
If this is an Enrollment Modification, you must include your old financial institution information or your request will be returned.		
Old Financial Institution Name		
Old Routing Number	Old Account Number	Old Account Type CheckingSavings

Part IV: Vendor/Customer Information	
This is the person we will contact for any questions regarding this ACH Authorization	
Contact Person's Name	Contact Person's Title
Contact Person's Phone	Contact Person's Email

Part V: Authorization

By signing below, I hereby certify that the account(s) indicated on this form is under my direct control and access; therefore, I authorize the Massachusetts Clean Energy Center to initiate, change, or cancel credit entries to the account(s) as indicated on this form.

For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

I affirm that payments authorized by this agreement are not to an account that is subject to being transferred to a foreign bank account

I affirm that payments authorized by this agreement are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Massachusetts Clean Energy Center has received written notification from either me or an authorized officer of the organization of the account's termination in such time and in such a manner as to afford MCEC a reasonable opportunity to act upon it.

Account Holder Authorized Signature	Print Name
Title	Date