



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

Date of Issue: July 27, 2022
Proposals Due: August 29, 2022, 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 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 years to support electric and other clean school bus fleet conversion. Under ACT School Bus, MassCEC intends to supplement this federal funding, assist school districts so they meet deadlines for 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 EV School Bus Deployment Grants (each a “Project” and collectively the “Projects”), assist MassCEC with the selection for three (3) or more EV School Bus Deployment Grants, and then assist grantees (“Project Teams”) with bus, charging station, and charging infrastructure deployment, and measurement and verification activities. 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.

MassCEC anticipates selecting one (1) Technical Consultant or Technical Consultant Team under this RFP. MassCEC anticipates that the term length for services will be approximately three (3) years.

2. ABOUT MASSCEC

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

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

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

Launched in November 2019, the first round of ACT programming, [Accelerating Clean Transportation Now](#) (“ACTNow1”), resulted in the deployment of \$1.4 million in funding and leveraged over \$2 million in external cost share. Three ACTNow1 projects were school bus electrification grants that benefitted Environmental Justice (“EJ”) communities. The second round of ACT programming, [Accelerating Clean Transportation for All](#) (“ACT4All”), focused on addressing transportation needs and burdens in disadvantaged communities. MassCEC awarded \$5 million in funding through this equity-focused program across ten clean transportation projects ranging from e-bike pilots to EV consumer education. Selected projects will be deployed in various EJ neighborhoods and Gateway Cities across the Commonwealth.

MassCEC recognizes school bus fleet electrification as an essential step in reaching Massachusetts’ climate, transportation, and equity goals. MassCEC developed the Accelerating Clean Transportation School Bus (“ACT School Bus”) program to help schools access the EPA’s Clean School Bus funding, which allocates \$5 billion over five 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 template 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.

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 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 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 | July 27, 2022 |
| Questions Due | August 15, 2022 |
| Answers to Questions Posted | August 17, 2022 |
| Proposals Due | August 29, 2022 @ 4:00 p.m. EDT |
| Applicant Interviews | September 1, 2022 from 9 – 11 a.m. EDT September 1, 2022 from 2 – 5 p.m. EDT September 6, 2022 from 1 – 5 p.m. EDT September 7, 2022 from 1:30 – 5 PM EDT |
| Selection Announcement | September 2022 |

6. SCOPE OF WORK

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

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

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 that the overall term length for services will be approximately three (3) years.

TASK 1: 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 1A – 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.

The Technical consultant will lead and coordinate monthly check-in meetings with Project teams and MassCEC.

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 1B - Reporting on Project Operation

The Technical Consultant will be responsible for collecting operational data and reporting on Project outcomes for a period extending through 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.

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 1C – Public-Facing Reports

The Technical Consultant will produce two (2) or more public-facing reports, webinars, or events 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 2: 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. 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 2A – 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.
- Initial needs analysis – Based on Project Applicant needs, the Technical Consultant will identify suitable models of ESBs and charging infrastructure for both buses potentially supported with MassCEC funding and EPA funding, if applicable. The Technical Consultant will also support Project Applicants in identifying suitable operational models and charging plans. In addition to matching operational needs with equipment specifications, the Technical Consultant should also 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 3rd party owner-operator, if requested. The Technical Consultant will also assess external funding sources including but not limited to: EPA Clean School Bus² funding, DERA³, utility Make Ready support⁴, and MOR-EV

²See <https://www.epa.gov/cleanschoolbus>

³ See <https://www.epa.gov/dera> and <https://www.mass.gov/how-to/apply-for-a-diesel-emissions-reduction-act-dera-open-solicitation-grant>

⁴ MassCEC expects that the next phase of utility Make-Ready programs will be approved in the summer of 2022. 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>

Truck⁵ 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 3rd parties, as requested by school districts.

Task 2B – 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 3: PROJECT PLANNING AND PROCUREMENT

The Technical Consultant will provide technical assistance to awarded Project Teams to prepare them for procurement, construction, and deployment. MassCEC expects to award up to three (3) Project Applicants or Applicant Teams.

The Technical Consultant will be responsible for working with Project Teams to finalize a tailored Project plan and 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 3A – 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 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.

⁵ <https://mor-ev.org/mor-ev-trucks>

- 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 maximum of three (3) depot sites.

Task 3B – 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 Standard⁶ and the Mass Save Connected Solutions Program⁷. 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.

Task 3C – 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 3D – Procurement Support

⁶ See <https://www.mass.gov/clean-peak-energy-standard>

⁷ See <https://www.masssave.com/en/saving/business-rebates/demand-response-and-storage>

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.⁸ 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.

Task 3E – 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 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 4: 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.

⁸ 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.

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 4A – 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 4B – 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 4C – Operational Support

For the first six (6) months of operation, the Technical Consultant will provide support as needed 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.

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 A);
3. Proposal (see outline of Proposal Requirements below); and
4. 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.⁹ 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 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).

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-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.

⁹ 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? |

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| | 2. Has the Applicant demonstrated sufficient time resources and flexibility to participate in the Program? |
| Value Demonstration | 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. |

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 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 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).

An Applicant must provide an anticipated budget with 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, August 15, 2022**. "School Bus Deployment RFP Questions" must appear in the subject line. Responses to questions will be posted on [the RFP website page](#) by August 17, 2022.

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.

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 C, which will set forth the respective roles and responsibilities of the parties.

ATTACHMENT A: LIST OF EPA CLEAN SCHOOL BUS PRIORITY APPLICANTS

Boston
Chelsea
Chesterfield-Goshen
Eastham
Fall River
Farmington River Reg
Hawlemont
Holyoke
Lawrence
Mohawk Trail
New Bedford
New Salem-Wendell
North Adams
Petersham
Pioneer Valley
Quabbin
Richmond
Rowe
Savoy
Southern Berkshire
Springfield
Up-Island Regional
Worthington

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: SAMPLE AGREEMENT

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:** Contractor shall carry out all services reasonably contemplated by this Agreement and described in Exhibit 1 attached hereto (the “Services”), which exhibit is incorporated by reference. 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 schedule in Exhibit 1 (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 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: Scope of Services

[Rest of Page Intentionally Blank]

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: Project Plan, Deliverables, and Schedule

- I. Project Plan [provide a description of the project]
- II. Payment Terms [describe payment terms and the invoicing process. Make sure this section is consistent with the terms of Section 3]
- III. Schedule and Deliverables

EXAMPLE TABLE

| Task Number | Task Description | Milestone/Deliverable | Completion Date | Payment Amount |
|-------------|------------------|-----------------------|-----------------|----------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |