



Request for Proposals:
Accelerating Clean Transportation School Bus
("ACT School Bus") Fleet Electrification Advisory Services

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 school bus fleet electrification planning, Massachusetts public school bus procurement processes, and third-party school bus operator relationship management to serve as a school bus fleet electrification roadmap consultant (“Technical Consultant” or “Applicant”) under MassCEC’s Accelerating Clean Transportation School Bus (“ACT School Bus”) Fleet Electrification Advisory Services (“the ESB Advisory Program”).

The ESB Advisory Program aims to provide scalable and replicable templates for the planning for and procurement of electric school buses (“ESB”). The ESB Advisory Program also aims to provide support for those schools seeking to access the EPA’s Clean School Bus Program funding,¹ 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 in accessing 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.

The selected Technical Consultant will provide technical fleet electrification advisory services to select school districts and/or third-party school transportation providers (“School Bus Fleets” or “Fleets”), including preparing such grantees for potential future funding opportunities, and developing feasibility designs, financial models, vehicle and charging station procurement plans, and educational materials. School Bus Fleets will be selected in collaboration with MassCEC to work with the Technical Consultant. The selected Fleet cohort will demonstrate a variety of fleet characteristics and operation models and will prioritize school bus fleets servicing high-needs school districts, with preference for districts that have been selected as priority school districts under the EPA’s Clean School Bus Program (see Attachment A).

MassCEC anticipates selecting one (1) Technical Consultant or Technical Consultant Team under this RFP.

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

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

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

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 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. ACT School Bus will provide guidance and technical support to ensure that a variety of school bus fleets are prepared for electrification as a template for other schools in Massachusetts. ACT School Bus will also serve as a continuation of the ACTNow1 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” and when applying as a group an “Applicant Team”) 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 p.m. EDT
Selection Announcement	September 2022

6. SCOPE OF WORK

The ESB Advisory Program Scope of Work for the Advisory Consultant consists of three (3) primary tasks (each a “Task”):

1. Program Management and Reporting
2. School Bus Fleet Selection
3. School Bus Electrification Analyses

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 three (3) primary Tasks and meet the overall Program goals.**

TASK 1: PROGRAM MANAGEMENT AND BENEFITS REPORTING

Technical Consultants submitting proposals for consideration will conduct ongoing program management for the Program. Program management and reporting will continue throughout the Program and in conjunction with work conducted on all other tasks.

Task 1A - Program Management

Technical Consultants will lead and coordinate monthly check-in meetings with selected school districts and/or third-party school bus providers and MassCEC. These meetings will include status reports detailing the reporting period, summarizing progress and tasks covered, and planned work for the next reporting period. During and after completion of Task 3, meetings will summarize successes and challenges and provide overall reflections of the Fleet cohort as well as updates on the budget within the Program.

Task 1B - Benefits Analysis and Reporting

- Data Collection Plan - The Technical Consultant will develop a Data Collection Plan to outline the anticipated formatting and collection methods for the Quarterly Reports. The Data Collection

Plan will serve as a template and will be submitted for MassCEC review and feedback prior to the submission of the first Quarterly Report. The Plan should include data collection methods and sources, benefits and emission reduction estimations and sources, and an outline of qualitative feedback that will be included in the Quarterly Reports.

- Quarterly Report on Program Benefits - The Technical Consultant will provide high level Quarterly Reports that synthesize outcomes, trends, and ESB Advisory Program benefits across the entirety of the Fleet cohort. Quarterly Reports should include at a minimum:
 - Program throughput (# of schools/buses/sites assessed);
 - Fleet cohort characteristics (ownership trends, fleet sizes, route lengths, schools served by fleet);
 - Depot² trends and characteristics (existing location trends, trends in the need for new depot locations, consideration of current fleet needs and full fleet electrification depot needs, urban vs. rural depot trends);
 - Timeline impacts (anticipated conversion timeline pre- and post-evaluation with consideration for fleet sizes, urban vs. rural, fleet age, etc.);
 - Updates and uptake on state and federal incentive and/or grant program opportunities;
 - General barriers (Fleet manager relationship management, internal approval processes, depot siting and charging installation, etc.);
 - Emission benefits (magnitude of potential emissions reductions, timing of potential emissions reductions, and path to scale – GHGs as well as PM and NOx);
 - Customer costs and savings (vehicle costs, EVSE costs, infrastructure and installation costs); and
 - Grid and electrical infrastructure impacts (high level takeaways on the Fleet cohort's panel upgrade needs, other behind-the-meter site work needs, and front of meter upgrade needs, kW max per bus, and vehicle load profiles with urban vs. rural Fleet considerations. Generalized takeaways on Fleet needs and eligibility for demand management opportunities and V2G opportunities).
- Final Report on Program Benefits - The Technical Consultant will provide a report to MassCEC summarizing overall program benefits, lessons learned, and recommendations for programming at scale.

Task 1C - Development of Public-Facing Materials.

The Technical Consultant should provide public-facing report(s) with lessons learned and recommendations for school districts and other school bus fleet operators on how to navigate municipal approval processes, how to leverage external funding, how to evaluate ESB and charging infrastructure bids, etc. MassCEC anticipates a minimum of three (3) reports under this Task.

TASK 2: SCHOOL BUS FLEET RECRUITMENT AND SELECTION

MassCEC intends to align Fleet selection with a preference for EPA's Clean Bus Program priority districts. MassCEC has done and will continue to do preliminary outreach to priority schools to prepare them for

² Depot analyses and site assessments will be limited to 2-3 sites per Fleet.

this funding opportunity. Once the Technical Consultant has been selected and awarded, they are expected to assist with Fleet selection and recruitment. Recruitment responsibilities would include outreach to schools and third-party operators in the form of email blasts, cold calls, one-on-one meetings, webinars, print materials, etc. MassCEC will assist with outreach but expects the Technical Consultant to lead the effort once awarded.

MassCEC seeks bids that would enable twenty to thirty (20-30) Fleets to receive an Electrification Analysis as outlined in Task 3. MassCEC requests that bidders include Task 2 costs as a separate and detailed line item in the proposed budget. Proposed budgets should include estimates for both lower and higher recruitment efforts based on ESB Advisory Program uptake by Fleets. MassCEC also requests that bidders explicitly discuss the cost impacts of including more or less Fleets and a proposal (with justification) of how many Fleets MassCEC should seek to include in the ESB Advisory Program.

Fleets will be selected using the following eligibility criteria:³

- Serving a public school district that is eligible for EPA Clean School Bus Funding;
- Owned, leased, and/or operated by a public school or private third party;
- School and bus depot located in Massachusetts and buses actively operating in the state; and
- Ability and willingness to share data.

Applicants are required to include a Fleet recruitment plan to outline the multi-channel targeted marketing and direct school and third-party engagement strategy. Applicants should detail any prior experience working directly with third-party and/or school district personnel. Applicants should also provide a proposed selection methodology in the event that more Fleets seek Electrification Analysis services than can be supported under the Program budget, including how to weigh factors contemplated in EPA's definition of Priority Schools and how to arrive at a cohort of districts that can provide learnings to benefit the Commonwealth at large.

Priority Schools

MassCEC intends to give preference to school bus fleets serving priority school districts as defined by the EPA's Clean Bus Program (see Attachment A).

Applicants should identify how they plan to meet this Program goal in their Fleet recruitment plan.

The Technical Consultant will enter into a participation agreement with each of the selected Fleets, and, among other provisions, these agreements will contain provisions requiring Fleets to hold MassCEC harmless from claims, liability, loss, damages, fines, penalties, costs, and expenses arising out of or otherwise in connection with the Fleet's participation in the Program.

TASK 3: SCHOOL BUS FLEET ELECTRIFICATION ANALYSES

The Technical Consultant will work with stakeholders and decision-makers from each selected Fleet to complete an individualized Electrification Analysis. For each Fleet, the Technical Consultant will perform an analysis of the Fleet's needs and corresponding potential for electrification. The Electrification Analyses should align with each Fleet's approval processes timelines and should provide a roadmap that includes both short-term, small scale school bus electrification recommendations and long-term, full fleet electrification planning. The Technical Consultant shall ensure that the Fleet's goals and objectives align with the goals of the Program. The final deliverable of each Electrification Analysis must include a

³ Subject to change at discretion of MassCEC and selected Technical Consultant

concise and layperson-accessible Fleet Electrification Plan report directed at the school district in question.

Given that priority school districts are typically resource constrained, MassCEC expects the Technical Consultant to provide a high level of effort and direct support to Fleets through Task 3. The Technical Consultant will be expected to be actively involved in managing the gathering and receiving of data and information needed to complete the Electrification Analyses. During the course of the analysis process, the Technical Consultant will be responsible for convening stakeholders and making utility and other introductions, if needed.

Electrification Analyses will include four (4) sub-tasks: Preliminary Needs Assessment, Technical Analysis, Financial Analysis, and Stakeholder Analysis. MassCEC recognizes that these sub-tasks may be overlapping and therefore the Technical Consultant should make notes in the budget regarding distribution of Task vs budget item. MassCEC is open to additional Task item recommendations not outlined that would be essential to Project success.

Task 3A – Preliminary Needs Assessment

- Kick-Off Call – The Technical Consultant will coordinate introductory meetings with MassCEC, Fleets, and any other relevant stakeholders. Introductory meetings should include information about both the Program and the EPA Clean School Bus Program.
- Baseline Data Collection – The Technical Consultant will work with the Fleets to gather information such as fleet size, vehicle models, vehicle usage, vehicle routes, location of and level of electrical service to depots, and vehicle fueling data. Baseline Data Collection should also include important points of contact and decision-makers at schools and third-party operators, procurement and permitting processes, budget considerations, and important decision-making dates and timelines.
- Site Assessment – The Technical Consultant will complete the on-site assessment and infrastructure analysis of existing and needed charging infrastructure for both short-term initial school bus electrifications and long-term full fleet electrification. MassCEC will facilitate introductions for coordination between the Technical Consultant and appropriate utility partners. Information collected should include at a minimum:
 - Ownership/lease of land and any siting, permitting, and geographical considerations;
 - Type of electrical service and available site capacity;
 - Available connectivity (cellular or WiFi);
 - Assessment of space constraints and identification of potential EVSE locations;
 - Limitations for bus parking and EVSE location; and
 - If needed, identification of alternative depot sites to accommodate full fleet electrification.

Task 3B – Technical Analysis

The Technical Analysis will include data collection related to vehicle and charging infrastructure procurement and permitting.

- Develop Feasibility Design – The Technical Consultant will propose a Feasibility Design and present the findings to the Fleet. The Feasibility Design should include at a minimum:
 - Vehicle Analysis (recommended vehicle replacement timeline, electric bus inventory analysis, route analysis);
 - Charging Infrastructure Needs and Charging Optimization Strategy (charging infrastructure and location recommendations, utilization model, demand management plan, potential for V2G and utility program participation, ownership structure, and permitting considerations);
 - Emissions Reductions (magnitude of potential emissions reductions, timing of potential emissions reductions, and path to scale – GHGs as well as PM and Nox);
- Define Short- and Long-Term Plan – The Technical Consultant will meet with the Fleet again to revise the Feasibility Design and discuss short-term and long-term solutions and charging management based on procurement and approval processes and timelines as well as funding opportunities.

Task 3C – Financial Analysis

The Financial Analysis will include total cost of ownership modeling and identify available grant and incentive support for utility, state and federal opportunities.

- Develop Financial Model – The Technical Consultant will develop a report on total cost of ownership, procurement plan, and analysis of available incentives. This report will include at a minimum:
 - Total Cost of Ownership (vehicle costs, vehicle residual value, maintenance costs, fuel cost savings, electric bill impact analysis, infrastructure cost, demand management, potential for V2G and utility demand response/controlled charging program participation revenue, and full fleet electrification financial planning);
 - Procurement Plan (procurement path and timeline, sequencing of charger installation, vehicle and charging infrastructure ownership models); and
 - Available Incentives (analysis of available state and federal incentives, and utility rebate or Make Ready programs, as well as upcoming state, federal, and utility programs).
- Support Through Incentive Applications – The Technical Consultant will be available to assist Fleets through the development of state and federal incentive and grant applications, specifically EPA’s Clean School Bus Program if applicable, based on the Technical Consultant findings.

Task 3D – Stakeholder Analysis

The Stakeholder Analysis will include a comprehensive outline of important decision-makers and stakeholders (i.e., school staff, third party operators, town administrators, utility personnel, etc.) involved in the electrification process relevant to each district. For example, some school districts may be in Municipal Lighting Plant territory while others are served by one of the Commonwealth’s investor-owned utilities. Some school districts serve single cities or single towns, while other districts have regional (multi-town) footprints. The Stakeholder Analysis should clearly describe the role and jurisdiction of each stakeholder.

The Technical Consultant will also develop a process timeline outlining important dates (i.e., town meetings, purchase order timelines, budget meetings, etc.) along with the important decision-makers and when they will need to be brought onboard at distinct stages of the electrification process.

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. “ACT School Bus Fleet Advisory Services Program Proposal” 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); 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 staff and administrators, third-party school bus operators, town officials, utilities, and vehicle manufacturers.

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 recruit Fleets in line with Program goals and perform the electrification analyses under the Program from a technical and business perspective. Identify other organizational qualifications relevant to the proposed work. Include examples of related past work, particularly related to non-electric school bus experience and operation, stakeholder engagement, school bus electrification data collection and analysis, school bus procurement processes, federal funding application support, scalable financial modeling for electrification, and the current status of those projects.
- Describe the team’s ability to manage multiple client expectations to ensure that analyses align with the Fleet’s needs and goals as well as MassCEC’s Program goals.
- Identify key individuals who will be involved in the Tasks. 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.

- Identify how the team is qualified to meet the Program’s equity-based goals, including the recruitment of and interactions with high needs priority schools. This may include, for example, a statement on the diversity of the team or examples of previous relevant 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 three (3) primary Tasks provided in Section VI – up to three (3) pages are allowed per primary Task. The Workplan Narrative should address each primary task specifically. For example, the section on Task 2 School Bus Fleet Selection should include a proposed recruitment plan with explicit strategies for outreach and marketing to high needs schools. For Task 3, the Workplan should detail proposed data to be collected from schools, collection methods, analysis methods, and outputs from analyses.

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. Provide a project plan for working collaboratively with relevant stakeholders (e.g., school recruitment strategy, sharing data, collaboration with town officials and town procurement guidelines) and enlisting other sources of technical and financial expertise. Identify which components of the Workplan will require coordination with the Project Team.

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 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 two (2) pages): Responses must include a detailed budget, including information on rates of all team members working on the project.⁴ 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 subtasks and service provided and must be proposed on a per-Fleet basis. In addition to the budget, incremental cost should be provided for Fleets recruited above the minimum requirement (i.e., budget adjustments for an additional five (5) Fleets, ten (10) Fleets, etc.).

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

⁴ 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.

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 school bus 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 high needs schools. 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.

Applicant proposals will be evaluated on the following criteria:

Criterion	Definition
<p>Range of Services to be Provided</p>	<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 three (3) Tasks? 4. Has the Applicant clearly outlined a proposed approach for working with MassCEC and the selected Fleets? 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?
<p>Qualifications</p>	<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.

9. BUDGET

Scope budgets will not be specified and will instead be left to the Applicant to propose. Applicants should propose clearly elaborated and justified budgets associated with the three (3) primary Tasks and corresponding sub-tasks. In addition to demonstrating costs by Task, the budget shall demonstrate a per Fleet cost. As described in Section 6, proposed budgets should include both low effort and high effort Fleet recruitment scenarios. Applicants should also propose incremental budgets to demonstrate costs for additional Fleets serviced beyond the minimum thresholds above.

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, Monday, August 15, 2022**. “School Bus Fleet Advisory Services RFP Questions” must appear in the subject line. Responses to questions will be posted on [the RFP website page](#) by Wednesday, 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

ACT School Bus Electrification Advisory Services (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				

SAMPLE