**Electric School Bus and Charger Procurement**

**Request for Proposal (RFP) Template**

**Overview:** Issuing a Request for Proposal (RFP) for buses and related charging infrastructure, including planning, training and maintenance is key step in a school bus electrification project. RFPs provide a detailed outline of an organization’s intent to procure goods or services and facilitates the process to solicit bids from qualified vendors. The RFP process also helps organizations create benchmarks to measure project success while ensuring procurement transparency. The RFP process, from the time it is issued to the time that a contract is initiated, can take three to six months or more, so you should consider your school’s budget cycle timing and when final contract information may need to be presented to finance or procurement departments.

The World Resources Institute (WRI) Electric School Bus Initiative created this document to provide school districts with an easily modifiable electric school bus and charger RFP template that takes into account the differences from the procurement of fossil fuel powered buses. Electric school buses operate on high-voltage systems and require the consideration of corresponding electric vehicle supply equipment (EVSE) needed to charge the buses, including hardware and software components. This RFP template therefore contains suggested structure and example language to support the procurement of electric school buses *and* chargers from school bus manufacturers as well as language for the necessary training and maintenance for vehicles and chargers that can be built into purchase contracts.

Reflecting WRI’s commitment to centering equity in the transition to electric school buses, it includes a section dedicated to considering ability, race, and gender equity in public purchasing and contracting.

WRI welcomes school districts to use or modify this template however is most helpful (e.g., copy certain lines or sections into any mandatory RFP templates, or treat the entire document as a draft RFP).

For more information on electric school buses and resources to help with planning for adoption, please visit: <https://electricschoolbusinitiative.org/>

**Instructions:** If you would like to use some or all of the text in this document, please follow the directions below:

1. Read each section using the comments as helpful guidelines (click on comment icon in the righthand margin to access).
2. Replace all [yellow bracketed text] with the specific school district language for your project and local context.
3. Delete this cover page and all comments (Review tab, click the down-arrow on Delete, and choose Delete All Comments in Document) once your draft is complete.
4. Carefully review the entire RFP with your district’s attorney, procurement officer and other relevant staff.

If you have suggestions on how to improve the template, please email our team at [ESBinfo@wri.org](mailto:ESBinfo@wri.org).

**Disclaimer:** This template was developed by the [Electric School Bus Initiative](https://electricschoolbusinitiative.org/) at World Resources Institute (WRI) based on a review of existing RFP examples, including [Montgomery County Public Schools](https://onewri.sharepoint.com/:b:/s/TRBpaper/Efwa_Wi_N8FPotKZtWl9lMwBZgYDpRYmPJmy91nOgkNosw?e=d3XOhL), [Loudon County Public Schools](https://onewri.sharepoint.com/:b:/s/TRBpaper/Ef1O4oTwKOdImh7UQDIWH2sBv0FbaMGK7wuwhVDALeudDw?e=TEbPFa), [City of Beverly](https://onewri.sharepoint.com/:b:/s/TRBpaper/EWJgRSBT3kJNoLOKuxZIfLkBzdOjkUbl-Gn4YJ4xesX1lA?e=idW6eH) and [South Burlington School District](https://onewri.sharepoint.com/:b:/s/TRBpaper/ERSOF7Fc185GmUSVBKwZpSEBYpHaJtkrYeWU1HdHHgnR9w?e=bSWGx4). This template is intended to provide general guidance and should be used for informational purposes only. We do not expect credit or citation for any of this material. Any material in this template should be used at your own risk. WRI makes no warranties or representations about the completeness or accuracy of this information and assumes no responsibility for any consequences of your use of these materials. You should consult with your legal advisor regarding compliance with all applicable laws and regulations.

**[SD/COMPANY NAME]**

**[SD/Company Address]**

**REQUEST FOR PROPOSAL**

**[RFP Title: Electric School Bus Vehicle and Charger]**

**RFP #**

|  |  |
| --- | --- |
| **Proposal Opening:** | Date and Time |
| **Pre-bid Meeting** | Date and Time |
| **Proposals Due:** | Date and Time |
| **Notice of Intent to Award** | Date |
| **Anticipated Contract Start** | Date |
| **Submit Proposals to:** | Contact information or platform |
| **Direct Questions to:** | Contact information |

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# Introduction

[School District Name], herein referred to as “District” seeks written proposals from qualified vendors for [the transition of its current fleet of school buses to fully electric by X date –OR—the transition of X buses to electric by X date]. The District intends to award a single contract as a result of this RFP for buses and chargers to a selected respondent, herein referred to as the “Proposer.” This determination will be based on the sole discretion of District.

# Purpose of Request for Proposal

The purpose of this Request for Proposal (RFP) is to solicit proposals from school bus Original Equipment Manufacturers (OEMs) – including repowers, dealers, and Transportation-as-a-Service (TaaS) companies to [add in background on purpose, goals and timeline for procurement].

This procurement is part of District’s [enter any SD/company commitments, fleet electrification plans)].

# Background

## 

## District Overview

### [Information on number of school, students and teachers].

### [Distinguishing features of school district, e.g. special programs, demographics].

### [Information on district transportation needs, e.g., details on students that utilize school transportation and their needs].

### [City or State mandates or commitments to electrify school bus fleets].

### [Name of local electric utility provider].

### [Information on funding/financing types received or awarded (e.g., Volkswagen (VW) settlement funds, U.S. Environmental Protection Agency Clean School Bus Program funds, financing through a third-party transportation-as-a-service provider)].

## District Depot/Yard Information

## [add depot address locations and # buses at each location, how vehicles are parked (ex: double-stacked) and stored (ex: outside without shelter), if applicable, type of barrier surrounding the depot (chain-link fence, concrete wall, etc.), any photo documentation available, and provide information on existing electrical panel/capacity].

## District Fleet Route and Operation Information

## [Attachment A: District Fleet] is a list of current District school buses, route and operation details. School buses are generally replaced based on bus age of [x-years or x-miles], depending on operational needs. [Include current fleet makeup - type of buses and # of each type, average route length, annual miles, operating hours, seasonal usage, ADA specifications, temperature ranges, terrain (hilly, flat), fleet management and ownership model] - Can be attached in an excel spreadsheet for ease of use.

# Race and Gender Equity in Public Purchasing & Contracting

## District Equity Values and Principles

## The District strives to achieve ability, race and gender equity and expects any firm contracting with the District to do the same. The District is dedicated to increasing contracting opportunities for Minority Business Enterprises (MBE), Women Business Enterprises (WBE), businesses owned by Service Disabled Veterans (SDV) and/or Emerging Small Businesses (ESB) and is also dedicated to minority, women, service disabled veteran and people with disabilities workforce development.

**[District Values]**

**Equity:** The District will lead with equity while centering intersectionality. We recognize how past and current systems of structural racism and discrimination result in environmental injustices and the marginalization of people with disabilities, low-income, Black, Tribal, Indigenous and communities of color throughout the United States. The District recognizes that we have an opportunity and a responsibility to mitigate these injustices. Therefore, by working with our partners and stakeholders, The District will increase access to electric school buses for communities that have been historically marginalized by centering equity in our processes, procedures and distribution of resources.

**Integrity:** The District will be transparent in our work with our partners and stakeholders. The District will utilize monitoring, evaluation and learning feedback loops to create a culture of accountability and ensure our processes and outcomes do not perpetuate injustices to historically underserved communities.

**Innovation:** The District will incorporate new ideas, creative thinking and technologies to engage with our partners in an inclusive and equitable manner and co-create solutions for the transition of the US school bus fleet to electric.

**Trust:** The District will continue to safeguard the trust of our partners, stakeholders and the public by being fair, just and transparent in our decision-making, and mindful in our relationships and communications.

**[District Equity Principles]**

* Address historical and structural injustices
* Build trust, listen, learn & adapt
* Be transparent, accountable and collaborative
* Prioritize people over vehicles, profit, property or placemaking

## Career or Learning Programs

## Additionally, the District will utilize electric school buses to provide career learning opportunities for students, providing them exposure to various potential career paths, including, but not limited to: vehicle technical services, sustainability, architecture, engineering and related services, and legal and accounting services through programmatic involvement with [Add any District career or learning programs].

## Equity Purchasing Policies

## Provide details on how your organization will contribute to and comply with these values in your work. [Add any district specific equity purchasing or contracting policies, or career pathway programs].

# Scope of Work

## Procurement Schedule

|  |  |
| --- | --- |
| **ACTIVITY** | **DATE** |
| Issuance of Request for Proposal |  |
| Scheduled Site Visits |  |
| Deadline for Questions or Clarifications |  |
| Final Addenda Deadline |  |
| Proposal Deadline |  |
| Notice of Intent to Award |  |
| Anticipated Contract Start |  |

The District reserves the right to deviate from this schedule.

**NOTE:** After an Intent to Award has been issued, a debrief and/or copies of documents from the solicitation will not be available until after a contract has been fully executed.

## Project Objectives

The District is issuing this solicitation for [XX] electric school buses and compatible electric vehicle supply equipment (EVSE). The bus and EVSE must meet or exceed guidelines set forth from [State] Department of Education’s minimum standards regulations. The vehicle and EVSE must also meet all District’s requirements for appearance and accessories as stated in Attachment A.

[Add other specific objectives]

More details on the District’s Proposal Requirements are outlined in section 5.3 below.

## Proposal Requirements

### **Fleet Conversion Plan:**

### The District seeks an electric school bus conversation plan for [full fleet/partial fleet] conversation over [x-timeline], including repowers. Conversion Plans should include options with cost estimates, timelines and deliverables in the context of District achieving the greatest success. Plan should provide details on the following:

* + Share the process for incorporating new/repower buses
  + Provide the estimated delivery timeline for the electric school buses
  + Provide the number of buses per year that can be delivered
  + Detail the options for buses and chargers to be owned, leased, lease-to-own, provided as-a-service, etc., including outlining entities responsible for bus ownership and maintenance, bus operation, charger ownership and maintenance, energy management (software), and identifying the party that will be the electricity customer
    - Total cost per year for the buses (new or repower)
    - Estimated infrastructure requirements and costs, including chargers and facility upgrades
    - Manufacturer service capacity in [State]
    - Provide a list of grant and revenue streams for vehicles and EVSE that may be relevant to the deployment and the annual amount of funds these might generate (e.g., Clean School Bus Program rebates, low carbon fuel standard (LCFS)/clean fuels credits, compensation for vehicle-to-grid services, or others)

### **Vehicle:**

### All school buses as supplied must meet all relevant [State] School Bus Standards and Federal EPA Emissions Standards for the model year produced as a minimum. Refrigerant for air conditioning of buses must not have a global warming potential higher than 150 CO2-equivalents. In addition, buses should not contain lead, mercury, cadmium or hexavalent chromium. If exemptions are needed, they should be specified in the proposal, including a technical justification for each requested exemption. [Attached A] is a list of current buses. School buses are generally replaced based on bus age of [x-years] that may be mandated by the state, but also depending on operational needs.

Provide a list of the electric school bus specific specs using the [[Attachment B template](https://onewri.sharepoint.com/:x:/s/TRBpaper/ER_0GFW0J6BJhYW8PlwtZ9cB-30hyNOqXF949eDbLVrcYA?e=BfmbUj)] including vehicle performance while fully loaded:

* + - Vehicle make and model (including repowers), available model year, bus types/sizes, passenger capacity, ADA information (wheelchair lifts, ramps), wheelbase, heat type (electric or auxiliary diesel)
    - Base vehicle prices and any volume discount pricing
    - Range (useable range and nameplate range – estimated miles per full charge), including range losses in minimum [x-temperature] and maximum [x-temperature]
    - Maximum operating speed
    - Gradeability (sustained speed of 40 mph on a 2.5% grade, 10 mph on a 2-% grade)
    - Acceleration (ability to accelerate to 10 miles per hour in 4 seconds, 20 mph in 10 seconds, 30 mph in 20 seconds, and 40 mph in 35 seconds)
    - Cabin heating and cooling systems, including fuel source and any vehicle range loss caused through heating and cooling.
    - Describe proposed system for preparing the vehicle for departure when outside temperatures are [enter min] and [enter max]
    - Charging capability/minimum kilowatt-hour (kWh) acceptance rates (AC or DC, vehicle-to-grid)
    - Electric Vehicle Supply Equipment (EVSE) requirements including location(s) of charge ports
    - Data logger hardware and any included telemetry software and dashboards
    - Provide a list of the Safety and Regulatory features including fire extinguishers, fire suppression systems, labels/marking, first aid, FMVSS, [State] DOT, inspection passage, safety devices
    - Provide details on warranty. Note: this warranty is expected to cover performance of the vehicle overall and cover all potential malfunctions related to vehicle operations such as noise, vibration, operations and heating systems
    - Bus shall be supplied with complete and detailed operating manual for all systems. This should also include a bill of materials or complete list of parts for the vehicles and all subsystems
    - Provide estimated delivery date or schedule of delivery

### **Bus Battery:**

### Please share any available details on the school bus batteries which might include:

* + Battery rated and usable capacity (amps per hour per cell)
  + Battery weight (kg per cell)
  + Total usable battery energy storage capacity (kWh)
  + Total battery pack Amp-hr rating
  + Battery thermal management system type
  + Battery thermal management drain on range after 24 hours at [minimum temp] in miles lost while not plugged in
  + Battery thermal management drain on range after 24 hours at [maximum temp] in miles lost while not plugged in
  + Battery and/or cell manufacturer
  + Battery chemistry (cathode and anode type)
  + Battery life cycle/battery throughput (total kWh cycled through the battery over its life), including interval of replacement in terms of mileage, and rate of deterioration of batteries if known
  + Provide details on warranty. Batteries expected for a minimum of 8 years with 70% initial nameplate capacity remaining. Please note restrictions on battery warranty, if any, associated with uses in bidirectional applications
  + Battery replacement cost, process and timeline if known
  + Provide details on battery repurposing and/or recycling plans and processes at end of life. This can include partnerships, data sharing from battery management system, and revenue estimate for battery offtake.
  + Battery decommissioning processes including any costs associated with removal, handling, testing, transportation, and assessments for battery reuse and/or recycling or disposal at end-of-first-life
  + Options for battery ownership if applicable

### **Chargers:**

### All chargers recommended **must have confirmed vehicle interoperability** and include EVSE cut sheets that demonstrate chargers are capable of charging all electric school buses in District’s fleet.

### Level 2 (L2) AC Chargers must be **EPA ENERGY STAR certified** chargers and from a nationally known, reputable manufacturer that is approved by District. All other chargers (DCFC) and EVSE equipment should be listed by a Nationally Recognized Testing Laboratory (NRTL).

### In-person technical support should be available within 24 hours if requested by District staff.

### Chargers must also have software capabilities or access to a web-based monitoring system for charger activity and performance. The District must have 24/7 access to charger monitoring and online technical support must be available during regular business hours. If District decides, at its sole discretion, to use a third-party provider’s charge management and related software or develop an in-house platform/dashboard, all parties shall extend necessary support required to integrate the EVSEs and related network with the District’s unique charge management software solution.

* + - Plan for use and management of existing EVSE
    - Provide a list of recommended chargers including, but not limited to the following:
      * Manufacturer and model name
      * AC L2 or DCFC
        + Maximum charge current (AC charger)
        + Maximum output power (DC charger)
        + Approximate kWh capability
        + Input voltage range
        + Output voltage range
      * Written certification from the bus OEM or representative dealership that the charger is compatible with the vehicle
      * Mounting options – wall, pole, pedestal, other
      * Operating Temperature Range
      * Port count
      * Cable length
      * Cable Management System
      * Weight and height
      * Manufacturer Recommended Maintenance Schedule
      * Default network and list of roaming capabilities
      * Radio Frequency Identification (RFID) capability
      * EnergyStar compliance
      * Spare Parts List
      * Capability of the charger to perform bidirectional charging
    - Provide or confirm details on managed charging and charge station network monitoring and operational functionalities including:
      * Compliance with Open Charge Point Protocol (OCPP) v1.6 or later and description of # of deployments with OCPP integrations
      * Confirmed compatibility with all manufacturers in the District’s electric vehicle fleet
      * Confirmed compatibility with all of the District’s charging stations and allow for integration of various AC/DC charging stations
      * An interface to connect with third-party systems such as a bus depot management system for bidirectional data transfer (departure times, energy requirements, malfunctions, etc.)
      * Customer-facing station web portal with a user interface that allows for:
        + Optimization of charging for the fleet that minimizes total charging power (peak load) according to the maximum kW limit set by the site operator that considers vehicles’ departure time, energy requirements, and/or priority level with the option for a manual prioritization and redistribution of charging power
        + Integration of utility time of use rates to avoid charging during peak rate hours when possible
        + Control of available charging power by active charging points and not on a charging station basis
        + A live view of each charging station, charge point (port), and controller status
        + User defined prioritization of specific charge points and the remote restart of charging stations
        + Visualization of charging operations (loads) in real time
        + Live information on parameters of charging operations including individual charging station names, charging RFID card, charging station type, power, energy consumption during the charging session, plug-in time
        + Data access levels and reporting functionalities, including summary station statistics with data stored on North American servers and TLS encrypted connection to backend for security
        + Coordinating with systems that control distributed energy resources and other loads on-site
      * Support telephone helpline with specified minimum hours of operation
      * Consumer facing smart phone app
    - Time (in minutes) to charge batteries from 0% state of charge to 100% state of charge using proposed EVSE
    - Time (in minutes) to charge batteries from 20% state of charge to 80% state of charge using proposed EVSE
    - Provide proposed charging solutions including bidirectional chargers capable of vehicle grid integration (VGI) technology for charging to and discharging from the ESB battery
    - Provide a Service Level Agreement (SLA) for timely charger maintenance, service and repair to meet uptime (availability) of the charger to 97% or better in alignment with the National Electric Vehicle Infrastructure (NEVI) program as per 23 CFR 680.116(b).
    - Provide details on warranty including standard parts warranty and parts and labor warranty.
    - Charging that is inclusive of all components, including but not limited to, charger, software, management network, vehicle, on-board telematics, charging ports and battery must meet acceptance criteria of 100% availability in the first 100 consecutive hours of use

### **Training:**

* + Provide details on any included training (number of hours, online or in-person format, titles of trainings, staff to be trained, frequency of training, training company) and/or pricing for additional training (total cost or hourly rate, format of delivery), including plan for transfer of knowledge between OEMs and dealer, and dealer and District, including a sample of training material or outline of plan
  + Training programs should include, at a minimum, mechanic, driver, high-voltage, and first responders training and specify responsibilities (Ex: who is responsible for EVSE issue, bus issue, etc.)
  + Provide details on training that can be provided for in-house maintenance

### **Maintenance:**

* + - Provide a plan for on-the-ground technical assistance for emergency maintenance including high voltage system issues and software issues for vehicles and chargers
    - List current local technical assistance available including the address of the two closest maintenance facilities and response times within [x-hours]
    - Provide a plan for transfer of knowledge training between OEMs and dealer, and dealer and District (or service provider) including a sample of training material or outline of plan and detailing the types of maintenance that District staff will be able to conduct upon bus delivery. If there are certain types of maintenance, such as high-voltage or other, that District staff cannot conduct at bus and/or charger delivery, outline a timeline for when District staff will be trained and capable of maintenance. In the absence of District being able to maintain certain bus or charger systems or conduct certain procedures, the proposal should define a trained entity that will be responsible for this maintenance and response time
    - Estimated annual (non-battery) maintenance costs based on [x-annual mileage]

### **References:**

* + - Contact information for two school districts (or firms if school districts unavailable) that have been clients for electric school buses or electrification projects within the last five years that may be contacted by District regarding the quality of services provided
    - Please provide one use-case example of your electric school bus in similar geography and climates where available

### **Price Proposal:**

* + - The information should, when possible, describe how the price was determined. For example, the vendor must indicate the base price for the bus, body, and chassis specifications; the itemized cost for the drive train subsystem; energy storage/battery management system; the charging-inverter subsystem; and labor and bus delivery
    - [Add pricing submittal instructions. Ex: The pricing information must be in a separate sealed envelope contained within the proposal package]
    - Equipment cost for required proprietary equipment must be included in the price proposal

## Contractor Responsibilities

**Respondent must:**

* Be a licensed vendor for the bus/charger/energy management software they are proposing.
* Have or identify a brick-and-mortar vehicle service center within [XX] miles of District’s [address].
  + The service center must include parts, service equipment, and staff necessary to complete all repairs on the electric buses. Mobile service may be considered in addition to, but not in lieu of a brick-and-mortar service center.
* Meet a minimum uptime of [XX] percent for vehicles and [XX] percent for chargers during any given calendar month.
* If possible, support District in securing funding for the vehicles, chargers, and charging infrastructure upgrades.

**Contractor must provide:**

* Training plans and coordinate training for District’s bus drivers, technicians, supervisors, and first responders for electric bus and charger operation, maintenance, and repair.
* An on-call service plan for any repairs and maintenance concerns that fall outside the District’s responsibilities for the electric buses.

## District Responsibilities

* The District will help to secure funding for the vehicles, chargers, charging infrastructure, and provide the electricity source.
* The District will work with the Contractor to determine responsibility for managing and executing the deployment of site upgrades.
* The District or District’s transportation service vendor will provide ongoing preventative maintenance as trained for and prescribed by the contractor.

# Proposal Format, Components, and Submission

## Proposal Format

District proposal standards:

1. All proposals should be [8 ½” x 11” format with all standard text no smaller than eleven (11) points]
2. Include a one-page cover letter as the first page of the proposal
3. Address all evaluation criteria in the order presented in 5.3 Proposal Requirements
4. Proposal is a maximum of [X pages] in length [double-sided sheets are considered equal to two pages], not including forms, references, or other like attachments
5. Proposal should be submitted [electronically as a readable Adobe Acrobat .pdf format via email]

## Proposal Components

### **Cover Letter**

The proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Proposer. The cover letter must provide the name, email address and telephone numbers of the Proposer along with the name, title, email address and telephone number of the executive that has the authority to contract with District.

[Add District legal requirements language. Ex: Each Proposer shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: “The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to District is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead District as to any material facts].

Specify if the Proposal includes any Proposer’s trade secrets that must be shielded in case District is subject to the Freedom of Information Act (FOIA). Specific requirements for trade secrets can be found in Subsection 8.2(4).

### **Executive Summary [(maximum X pages)]**

Summarize the major factors or features of the Proposal, including any conclusions, assumptions and generalized recommendations the Proposer desires to make. It should be designed specifically for use by individuals that may not have a technical background. It should provide an overview of the vehicles and EVSE, summary of pricing options, the project timeline(s), and include a summary of the contractor’s experience with similar projects.

### **Proposal Requirement Responses Evaluation Criteria**

Proposals shall address all technical requirements in the order presented in 5.3 Proposal Requirements and will be evaluated based on the criteria outlined below.

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Max Points Available** |
| 1. Fleet Conversion Plan and Construction Model | X |
| 1. General Bus and Battery Specifications, including Safety Features | X |
| 1. General EVSE (charger and charging station) Specifications | X |
| 1. Fleet and Charging Data Collection and Sharing | X |
| 1. Alignment with District Equity, Diversity in Employment and Social Responsibility | X |
| 1. References, Prior Experiences and Current Fleet | X |
| 1. Maintenance and Warranty | X |
| 1. Training Program | X |
| 1. Estimated Delivery Date | X |
| 1. Price Proposal (or Fee, or Rate Proposal) | X |
| **Written Evaluation Criteria Total** | **Total Points Available: X** |

# Proposal Evaluation and Award

## Clarification of Responses

In the event that proposals are in need of clarification or to negotiate modifications, District may, at its discretion, request clarification in writing or presentations by meetings with any or all vendors. The District also reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, both from technical and price standpoints, which the vendor can propose.

## Proposal Evaluation

The evaluation process of this RFP will be comprised of [include details on evaluation process].

An Evaluation Committee, consisting of [enter information of # of individuals]. Each evaluator will independently evaluate and score proposals in accordance with the Evaluation Criteria, and then will rank the proposals with the most points receiving the rank of 1. The proposal with the lowest total final rank will be ranked first.

## References

The District reserves the right to investigate references, including customers other than those listed in a Vendor’s submission.

## Notification of Intent to Award

The District shall notify Proposers of its Intent to Award within [x-days] after the bid opening. The time for award may be extended for up to an additional [x-days] by District.

# Solicitation Terms and Conditions

## Expense of Submittal Preparation

The District accepts no liability for the costs and expenses incurred by the Proposers in responding to this RFP, in preparing responses for clarification, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for the contract approval process. Each Proposer that enters the selection process shall prepare the required materials and submittals at its own expense and with the express understanding that the Proposer cannot make any claims whatsoever for reimbursement from District for the costs and expenses associated with the procurement process.

## Proposal Conditions

1. **RFP Not an Offer**

This RFP does not constitute an offer by District. No binding contract, obligation to negotiate, nor any other obligation shall be created on the part of District unless District and the Proposer execute the Definitive Agreements. No recommendations or conclusions from this RFP process concerning the Proposer shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of District.

1. **Right to Terminate Discussions**

The Proposer’s participation in this process might result in District selecting the Proposer to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by District to execute the Definitive Agreements or to continue discussions. The District can terminate discussions at any time and for any reason.

1. **Requirement for Representation as to Accuracy and Completeness of Proposal**

As stated in Section 4.2.1, each Proposer shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: “The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the [Group/Lead], is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead District as to any material facts.”

1. **Trade Secrets/Confidentiality**

Upon the date of District approval of the Proposer selected by the Evaluation Committee for award hereunder, your Proposal will be considered a public record except for material which qualifies as “trade secret” information under [State legislation]. After such date, members of the public who submit public records requests will review the Proposal.

The public disclosure of the contents of each Proposal submitted in response to this RFP is governed by [State legislation]. If any Proposal contains trade secret information as defined by [State legislation], such trade secret information should be specifically and clearly identified in accordance with this Section.

[To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer should be submitted in a separate, sealed envelope and on separate USB for electronic files, marked “Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,” and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope and on each page of the electronic file].

In submitting a Proposal, each Proposer agrees that the District upon the Proposal due date, may reveal any trade secret materials contained in such response to all staff and officials from District entities involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by [Lead’s / Group’s Name] to assist in the evaluation process. Furthermore, each Proposer agrees to indemnify and hold harmless District and each of its officers, employees, and agents from all costs, damages, and expenses incurred relating to refusing to disclose any material, which the Proposer has designated as a trade secret. Any Proposer that designates its entire Proposal as a trade secret may be disqualified.

1. **Prohibited Discrimination**

[The District has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the District Code and is available for review on the [Group/Lead]’s website (the “Non-Discrimination Policy”). As a condition of entering into the Definitive Agreements that may result from this RFP, the Proposer agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Proposer shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a District contract solicitation process, nor shall the Proposer retaliate against any person or entity for reporting instances of such discrimination. The Proposer shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all its subcontracting and supply opportunities on contracts, if nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace].

As a condition of entering into an Agreement that may result from this RFP, the Proposer agrees to: (a) promptly provide to the District all information and documentation that may be requested by the District from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with the Agreement; and (b) if requested, provide to the District within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Proposer has used on [Group] member contracts in the past five (5) years, including the total dollar amount paid by the Proposer on each subcontract or supply contract. [The Proposer shall further agree to fully cooperate in any investigation conducted by District pursuant to the District’s Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by District and to be bound by the award of any arbitration conducted under such Policy].

The Proposer agrees to provide to District from time to time on District’s request, payment affidavit detailing the amounts paid by the Proposer to subcontractors and suppliers in connection with the Definitive Agreements within a certain period of time. Such affidavits shall be in the format specified by District. The Proposer understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of the Definitive Agreements and may result in contract termination, disqualification of the Proposer from participating in [Group] member contracts and other sanctions.

1. **Statutory Requirements**

The Definitive Agreements awarded as a result of this RFP shall be in full conformance with all statutory requirements of District and all statutory requirements of the Federal Government, to the extent applicable.

1. **Reservation of Right to Change Schedule**

The District shall ultimately determine the timing and sequence of events resulting from this RFP. The District reserves the right to delay the closing date and time for any phase if District staff believe that an extension will be in the best interest of the District.

1. **Reservation of Right to Amend RFP**

The District reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of the [Group/Lead].

1. **Additional Evidence of Ability**

Proposers shall be prepared to present additional evidence of experience, qualifications, abilities, equipment, facilities, and financial standing. The District reserves the right to request such information at any time during the Proposal evaluation period for this RFP.

1. **No Collusion or Conflict of Interest**

By responding to this RFP, the Proposer shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Proposer submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.

1. **Proposal Terms Firm and Irreversible**

The signed Proposal shall be considered a firm offer on the part of the Proposer. The District reserves the right to negotiate price and the Scope of Work. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future Definitive Agreement negotiations unless specifically waived in writing by District. The Proposer chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Definitive Agreements, either in part or in its entirety, at the [Group/Lead]'s election. Any false or misleading statements found in the Proposal or Contract exceptions not included in the Proposal may be grounds for disqualification.

1. **Proposal Binding for [180 Days]**

Each Proposal shall contain a statement to the effect that the Proposal is a firm offer for a one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Proposer and include such individual’s name, title, address, and telephone number. All prices quoted shall be firm and fixed for the full period of each Definitive Agreement.

1. **Subcontracting**

The Proposer given the contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Proposer shall remain the prime contractor and will assume all responsibility for the performance of the Scope of Work that are supplied by the applicable subcontractor(s). Additionally, the District must be named as a third-party beneficiary in all subcontracts.

1. **Use of the District Name**

No advertising, sales promotion or other materials of the Proposer or its agents or representatives may identify or reference District in any manner absent the prior written consent of District.

1. **Withdrawal for Modification of Proposals**

Proposers may change or withdraw their Proposals at any time prior to the Proposal due date; however, no oral modifications will be allowed. Only [facsimile, emails, letters, or other formal written requests for modifications or corrections of previously submitted] Proposal, which is addressed in the same manner as the Proposal and received by District prior to the scheduled closing time for receipt of Proposals, will be accepted. The Proposal, when opened, will then be corrected in accordance with such written request(s), provided that the request is plainly marked “Modifications to Proposal.”

1. **No Contact**

As of the Proposal due date and until the date of approval by District of an award under this RFP, each Proposer shall refrain from contacting any employee of District or member of the Evaluation Committee except for written requests to the District Representative listed on the cover page of this RFP.

1. **No Bribery**

In submitting a response to this RFP, each Proposer certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of District in connection with the Contracts.

1. **Exceptions to the RFP**

Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Definitive Agreements attached to this RFP. An “exception” is defined as the Proposer’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Definitive Agreements attached to this RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Proposer provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Proposer’s solution, must be described in detail.

1. **Fair Trade Certifications:**

By submission of a Proposal, the Proposer certifies that regarding this procurement:

* + The prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with anyone;
  + Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening; and
  + No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

1. **Clarification of Ambiguities**

Any Proposer believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify District in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim for ambiguity, inconsistency or error.

1. **Proposer’s Obligation to Fully Inform Themselves**

Proposers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Proposer’s own risk.

1. **Disclaimer**

Each Proposer must perform its own evaluation and due diligence verification of all information and data provided by District. The District makes no representations or warranties regarding any information or data provided by the District.

## Contract Terms and Conditions

If selected for Award, a proposer will be expected to execute a contract with the material terms and conditions of the sample contract included with the solicitation documents. The material terms and conditions of the sample contract may be modified at the sole discretion of the owner upon determination that the modification is in the best interest of the owner.

If the proposer selected for Award as a result of this RFP fails to agree to a contract with the material terms and conditions of the sample contract, District may terminate negotiations with the proposer and commence negotiations with the next highest ranked proposer.