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# Electric School and Transit Bus Pilot Program

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## *School Transportation Providers, Request for Proposals*

### **Project Overview**

The Vermont Department of Environmental Conservation (DEC) is launching an electric school and transit bus pilot program for the State of Vermont, funded by the Volkswagen Environmental Mitigation Trust (EMT). The pilot, administered by VEIC with support from the Vermont Energy Education Program (VEEP), will evaluate the feasibility and cost-effectiveness of electric school and transit bus operation in the state over a two-year period.

As described in its [Beneficiary Mitigation Plan](#), Vermont is prioritizing the expenditure of its EMT funds to advance electric vehicle use. The pilot aims to engage partners across the state and maximize the use of available EMT funds in an effective way, while also meeting specific criteria and priorities. These include:

- Testing and evaluating the viability of electric buses in Vermont as replacements for diesel-powered buses, across a range of route conditions, geographical areas, and types of weather.
- Maximizing air quality benefits by considering the engine model year and remaining vehicle life for the buses that are replaced, as well as by prioritizing areas that are disproportionately impacted by air contaminants in the state.
- Exposing Vermonters from different communities, demographic profiles, and geographic regions to electric bus technologies.

### **School Participation**

In this pilot program, the EMT funds will be used to pay for the incremental cost of electric buses (i.e. the costs above the price of a new comparable conventional bus); the expected trade-in value for the buses being replaced; and the required

charging equipment and installation costs. Project Partners will deploy the electric buses in their regular transportation service, with a goal of maximizing eVMT (miles driven powered by electricity) and commit to fully scrapping each diesel-powered bus replaced. Project Partners may include supervisory unions or school districts. For school entities utilizing transportation contractors, the school entity may apply with the school bus contractor(s). VEIC is interested in working with at least two school entities (or school bus service contractors), and priority will be given to Project Partners who will replace no fewer than two diesel-powered buses with electric buses.

### **Request for Proposals**

VEIC, under contract with the DEC, is seeking proposals from **invited** prospective Project Partners only, as established through a previous Request for Qualifications (RFQ) process. As with the RFQ, VEIC and VEEP are available to support you through this proposal process. Please reach out with any questions or to request support.

### **Submission Details**

Applicants should compile a proposal document addressing the questions and including all information requested below. Proposals will be accepted as Word documents or PDF files.

Please be sure to review all Disclosures at the end of this document as well as the Standard State subcontract language to be included in any agreements resulting from this RFP.

All responses must be submitted electronically to Kate Cahalane at [kcahalane@veic.org](mailto:kcahalane@veic.org) by **October 2, 2019 at 5 pm**.

Email subject line should read: Electric Bus Pilot\_Proposal\_School Name

In you need assistance or have any questions, please contact Kate Cahalane at [kcahalane@veig.org](mailto:kcahalane@veig.org) or 802-540-7814 or Cara Robeck at [cara.robekchek@veep.org](mailto:cara.robekchek@veep.org) or 802-552-8674.



## Request for Proposals

Prospective Project Partners are invited to submit a proposal including the following information. Please be sure to address each section below in your proposal and label each section as labeled here. Hand written responses will not be accepted.

### Background Information

Please include in your proposal background information on:

- School District / Supervisory Union name
- School Bus Contractor name (if applicable)
- Primary Point of Contact, position, and contact information
- Street Address
- Towns / region served
- Number of enrolled students

### Buses to be Replaced

The EMT funds can only be used to replace diesel-powered, 2009 engine model year (EMY) or older Class 4-8 school buses that have been and continue to be registered, inspected and in regular use in Vermont for the 12 months prior to responding to this RFP. It will be required that the diesel-powered buses selected for replacement be scrapped (with scrappage certification submitted) within 90 days of receiving replacement bus, and **priority will be given to Project Partners who can replace and scrap at least two buses.**

For each bus planned for replacement, please document:

- Bus Make, Model, and Age
- Bus Type / Class
- Engine Model Year
- Annual Miles Driven
- Total Mileage
- Annual Fuel Use
- VIN

For each bus planned for replacement, we also ask that you include a description verifying that the bus is currently registered, inspected, and in regular use. Please describe your replacement plans for each bus, if not for this pilot. For example, is

the bus at the end of its useful life and in need of being replaced for the upcoming school year, or can you continue to use the bus and if so for how long.

Additionally, please indicate if any optional features (e.g. wheelchair lift, cameras) are included on the buses being replaced and / or if features will be required on the new electric buses.

Finally, you must certify that each bus planned for replacement has a 2009 engine model year (EMY) or older. Our preferred method of certification is to include a picture of the engine label. If this is not possible or if the label is missing, a signed letter indicating that the engine manufacturer has been contacted and the EMY verified will be required.

**Existing Bus Service**

One primary goal of the eBus Pilot is to test and evaluate the viability of electric buses across a range of route conditions and geographical areas. We are therefore, interested in carefully planning for a diversity of routes on which to test the buses. Please provide detailed information on as many daily routes as possible. At a minimum, please provide the following information for **at least three routes** that an electric school bus might serve. VEIC is available to assist you in identifying routes that may be appropriate for electric buses and can support you in compiling this information. **Contact Kate Cahalane at VEIC** to request assistance.

Please create a table in your proposal including the following information for **each** route.

	<b>Route 1</b>	<b>Route 2</b>	<b>Route 3</b>	<b>Additional Routes</b>
Total trips per day and approximate timing of trips (e.g. 1 morning and 1 afternoon, 2 morning and 2 afternoon, etc.)				
Miles per trip				
Trip duration				
Miles per day				



Bus type presently serving the route (A, C, D, or other)				
Route map included below (Y/N)				
Brief description of route, which includes information on whether there are paved or unpaved roads, maximum speed, hilly or flat terrain, and number of stops on the route. Feel free to provide additional relevant descriptions of the route.				
Maximum number of students served by the route				
Please indicate if there are any unique characteristics of this route that differentiate it from the overall population served				

Additionally, please provide information on other ways that the electric buses could be used to displace diesel bus use. Keep in mind that electric buses may have a range of only 60 miles on a single charge. For example:

- Are there summer school routes, or camp programs, or other summer transportation needs that could be served by the electric buses?
- Are there opportunities for the buses to be put into service on evenings, weekends, or for field trips mid-day?

Finally, please include the average price paid (\$/gallon) for diesel in the past year.

## **Infrastructure Planning**

The cost of charging equipment necessary to fuel the electric buses and installation of that equipment will be covered by Volkswagen Settlement funds. Please describe your plans for school bus charging, including where buses are or will be parked and access to existing electrical infrastructure at that site (including specific distance to electric access), and the extent to which you have engaged with your utility to understand your electricity rates and how rate structures will impact the cost for fueling electric buses. VEIC will support all selected Project Partners in developing and implementing managed charging plans that minimize peak demand charges while accommodating operational needs. At this stage, we are primarily looking to understand site, location, and existing infrastructure considerations.

Please provide a map of the proposed electric school bus parking area showing proposed charger locations, bus parking locations, and location of electrical power sources. Consider and describe how you plan to accommodate the following:

- One charging station will be needed per bus
- Chargers are usually easiest to install nearer to existing electrical panels
- Buses will probably need to be parked and connected to the chargers overnight
- Minimizing infrastructure installation costs (e.g. designating spaces closest to the power access for the electric buses)
- Snow removal if buses are parked in an uncovered lot

Additionally, please describe any information obtained through conversations with your utility pertaining to necessary infrastructure upgrades and costs.

## **Purchases and Matching Funds**

To ensure the EMT funds are used efficiently and have the biggest impact possible, Project Partners will be expected to contribute matching funds at least equal to the cost of a new conventional bus (less the expected trade-in value for the buses being replaced).

Please describe:

- The specific level of matching funds you will be able to contribute
- The specific sources of these matching funds, including documentation
- When these funds will be approved, when they will be available, and when funds must be expended

Additionally, to ensure electric buses are deployed within the timeframe of the pilot program, Project Partners will be required to order the new buses within 12 months of being selected, and it is our intention to order buses in March 2020. A deposit for the buses will be required at the time of purchase with the balance due upon delivery. Please describe how this timing aligns with the availability of your matching funds.

## **Deployment**

For the electric bus pilot program to be successful, it will be critical that Project Partners have adequate fleet / transportation staff for bus operation and maintenance to support the deployment of a new technology, incorporate the necessary protocols, and support data collection through the pilot period.

Please describe the extent to which bus maintenance staff and drivers are engaged and supportive of the idea of electric buses. The questions below provide examples of the types of factors that maintenance staff and drivers should be considering:

- Spare parts and specialized tools – will anything new need to be kept in the shop? Will there be added costs? Does the workshop have a preferred bus manufacturer?
- Will staff be comfortable working on battery-electric vehicles after some basic training is provided by the manufacturer?
- If maintenance is provided by a third-party shop, are there any other considerations around parts availability or maintenance costs?
- Are drivers available to be trained on how to operate an electric bus?
- Are drivers able to and supportive of completing daily drivers' logs to capture mileage or other vehicle performance factors if data cannot be collected electronically?
- Costs for fueling electric buses will increase your electric bill and is unlikely to be itemized. Have you considered how this will impact budgeting and administration of fuel costs and your electric bill?

Additionally, please indicate who will be responsible for the following activities, percent of time they are available to support these activities, and what their role is within the school district:

- Participate in regular check-in calls with VEIC and other project partners
- Manage the installation of charging infrastructure
- Oversee development of bus specifications and participate in selection of vehicle manufacturer

- Support activities to accept vehicle delivery including inspection and registration
- Understand and implement the managed charging plan as developed with VEIC
- Report to VEIC within 24 hours if a bus is taken out of service for any reason
- Maintain records on all maintenance done on the buses
- Collect electric billing and usage information to monitor and manage energy costs
- Complete monthly reports (templates to be provided) to VEIC on all agreed upon data collection and ensure daily drivers' logs are maintained

### **Commitment and Support**

A successful pilot project requires support from a variety of stakeholders, including parents, teachers, community leaders, and others. Letters of support are required from your local utility and school district leadership. **Other letters of support that demonstrate depth of community support are encouraged.**

#### Utility Letter of Support

A transition to electric buses will require coordination with the local electric utility to assist with site planning and installation of charging equipment, understand your cost of electricity and rate structure that could impact those costs, and to develop a plan to manage charging and therefore manage your fuel costs. It is also possible that your utility may be able to provide a cash incentive for the electric buses or charging equipment or provide discounted rates for electric service to charge the buses. It will also be critical to discuss with your utility whether upgrades to your site's electrical service will be necessary and what the costs of those upgrades will be.

To verify that you have engaged with your utility, please include a Letter of Support from your utility confirming their willingness to play an active role in this pilot and the type of support they will provide. VEIC can help support and facilitate these conversations with your utility if needed.

#### Leadership Letter of Commitment

Deploying electric buses will require support and buy-in from Project Partner personnel and stakeholder engagement with bus drivers, maintenance staff, transportation coordinating staff, parents, teachers, the school board, and more.



Please include a Letter of Commitment, signed by your Superintendent or the Chair of the School Board, confirming your commitment to:

- Engage staff;
- Scrap buses being replaced;
- Provide matching funds;
- Purchase electric buses within 12 months;
- Fulltime deployment of electric buses with the goal of maximizing eVMT;
- Report data to VEIC for the length of the pilot program and continue partial data reporting to the State for as long as the vehicle is in use; and
- Continue to use electric buses and equipment purchased after the term of the pilot program.

### **Additional Information**

Please share any other information that you would like us to consider as we evaluate your proposal to the electric bus pilot program. As noted above, VEIC and VEEP are available to support you through this proposal process. Please reach out with any questions or to request support.

## Disclosures

1. The State will make no attempt to contact interested parties with updated information. It is the responsibility of each interested party to periodically check <http://www.vermontbidsystem.com> for any and all notifications, releases and amendments associated with the RFP.
2. This RFP does not commit the State to contract for any materials or service whatsoever.
3. Responders are advised that the State will not pay for any information or administrative costs incurred in response to this RFP; all costs associated with responding to this RFP will be solely at the interested party's expense.
4. After conclusion of the contracting/granting process, Proposals are a matter of public record. If an application includes material considered by the applicant to be proprietary and confidential under 1 V.S.A., Chapter 5, the application shall clearly designate the material as such and explain why such material should be considered confidential. The applicant must identify each page or section of the Proposal that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the applicant if the identified material were to be released.
5. Under no circumstances shall the entire Proposal be designated as proprietary or confidential. If the applicant marks portions of the Proposal confidential, the applicant shall provide a redacted version of the Proposal for release to the public. Notwithstanding the above, the Secretary has an independent obligation under Vermont law to determine whether any proposal material is subject to public inspection and copying upon request, which may include material that has otherwise been designated as proprietary and confidential by the applicant. The applicant's designation of material as proprietary and confidential, and submission of a redacted Proposal, are provided to the Secretary for informational purposes in the event the Agency receives a public records request and will not result in withholding of materials by the Secretary unless expressly supported by Vermont law.

## Language to be included in all subcontracting agreements

**1. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**2. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**3. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

### 4. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

**C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

**D.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**5. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

**A.** is not under any obligation to pay child support; or

**B.** is under such an obligation and is in good standing with respect to that obligation; or

**C.** has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**6. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**7. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:

<http://bgs.vermont.gov/purchasing/debarment>

**8. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

**9. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**10. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

**11. Subcontractors:** Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with paragraph 11 above.