



Lansing Public School District
519 W. Kalamazoo Street
Lansing, MI 48911

REQUEST FOR PROPOSAL

Bid# SO-1838 Electric School Bus Chargers, Management and Maintenance

Proposal Publication:	April 10, 2025
Pre-bid Meeting (Virtual):	April 17, 2025 12:00PM (EST) Pre-Bid Meeting Zoom Link Meeting ID 723 990 1482 Passcode 9JD1Qj
Proposals Due:	April 24, 2025 2:00PM (EST)
Submit Proposals to:	Jon Laing, Director of Procurement and Risk Management projects@lansingschools.net
Direct questions to:	Jon Laing, Director of Procurement and Risk Management projects@lansingschools.net

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1 Introduction and Purpose

- Lansing Public School District, located in Lansing, MI, (the “District”) seeks written proposals from qualified vendors to provide Electric Vehicle Supply Equipment (“EVSE”) for use with electric school buses. The District seeks to award at least one and possibly multiple contracts as a result of this request for proposals (“RFP”) for EVSE to the selected respondent(s). For clarity, respondent(s) are herein referred to as the “Proposer.” The Proposer whose bid is accepted by the Board is herein referred to as the “Contractor.”

The determination of whether to award contracts to any vendors and the selection of vendors, if any, will be at the sole discretion of the District. The District reserves the right to withdraw this RFP at any time, for any reason.

The purpose of this request is to obtain EVSE products and services in support of the District’s Clean School Bus Project. Through a combination of federal, state, utility, and district funding, the District plans to replace 20 internal combustion engine, diesel-fueled buses with battery-powered, fully electric buses.

2 Background

Lansing Public School District serves 11,000 students at 25 sites in Michigan’s capital city. The District has a strong record of recent improvement, with graduation rates rising from 62.1% to 86.9% in the past three years.

The District is implementing an ambitious, multi-stage energy efficiency program that includes fleet electrification as a central strategy to provide reliable renewable energy for its 26 schools and to ensure that students and community members have access to the cleanest possible air as they travel to and from school.

Lansing School District received multiple awards for its ambitious energy independence efforts, including the US Department of Energy’s Energy CLASS Prize and the Efficient and Healthy Schools Program “Solutions Strategist” award.

- The local utility provider is the Lansing Board of Water and Light (“BWL”). BWL has been a key partner and ally in the District’s efforts.
- Some or all of the funds supporting the purchase of the EVSE and other equipment are derived from one or more federal grants and rebate programs, state grant programs, utility incentive programs, and local funds.

3 Transportation Services Information

The District contracts with Dean Transportation for student transportation services. There are between 42 and 52 bus routes operated in a typical year.

The Dean Transportation bus depot is one site where chargers will be installed, and is located at 4812 N Aurelius Rd, Lansing, MI 48910

Lansing Technical High School is another site where chargers will be installed, and is located at 5815 Wise Road, Lansing, MI 48911.

There may be additional school sites where chargers will be installed.

4 EVSE Specifications

Respondents are requested to provide offers to supply all or some of the products and services listed below. Respondents should provide the following information regarding the EVSE products and services offered:

4.1 Chargers, Software, Service, Training, and Maintenance

The District specifically requests proposals to provide the following:

- Level 2 chargers with interoperability with all EV bus makes and models;
- Level 3 chargers with interoperability with all EV bus makes and models;
- Level 3 chargers with bi-directional capability and interoperability with all EV bus makes and models;
- software support
- maintenance
- training; and
- service level guarantees

The District has a preference for Level 3 chargers with bi-directional capability.

The District seeks to purchase EVSE equipment sufficient to provide at least seven (7) charging ports in preparation for deployment of seven (7) EV buses in the 2025-2026 school year. Over the course of the next three years, the District anticipates purchasing at least 16 chargers in total and possibly more depending on charger type (e.g., dual port, single port, unidirectional, bidirectional, etc). The District intends to purchase enough chargers to have a 1:1 charging port: bus charging model.

Proposals should provide as much information as possible in accordance with the following:

4.1.1 Chargers

Provide a list of recommended chargers including but not limited to the following:

- Manufacturer and model name
- For direct current fast charging (DCFC) chargers:

- Maximum output power (for DC charger)
- Approximate kWh capability
- Input voltage range
- Output voltage range
- Bidirectional capability
- 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 and/or National Testing Laboratory compliance/certification
 - Spare Parts List
 - Capability of the charger to perform bidirectional charging

4.1.2 Charger Management, Software, and Service Guarantees

Respondents should describe their offering with respect to the following:

- **In-person technical support:** should be available within 24 hours if requested by District staff.
- **Software and wireless/web-based monitoring:** Chargers must also have software capabilities or access to a web-based monitoring system for charger activity and performance. The District will prioritize providers who commit to 24/7 access to charger monitoring and online technical support. If the 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.
- **Charger management:** Provide details on managed charging and charge station network monitoring and operational functionalities including the following features the District is looking for:
 - 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
 - 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, assuming 221KwH useable battery
- Time (in minutes) to charge batteries from 20% state of charge to 80% state of charge using proposed EVSE, assuming 221KwH useable battery
- Provide proposed charging solutions including bidirectional chargers capable of vehicle grid integration (VGI) technology for charging to and discharging from the EV 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; **the district requires a minimum five year warranty**
- Provide details on extended warranty options, if any
- 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

4.1.3 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

4.1.4 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 one hour (if any) and three hours.
- Provide a plan for transfer of knowledge training between OEMs and dealer, and dealer and District/transportation service provider including a sample of training material or outline of plan and detailing the types of maintenance that District/transportation service provider staff will be able to conduct upon bus charger delivery. If there are certain types of maintenance, such as high-voltage or other, that District/transportation service provider staff cannot conduct at charger delivery, outline a timeline for when District/transportation service provider staff will be trained and capable of maintenance. In the absence of District/transportation service provider being able to maintain certain charger systems or conduct certain procedures, the proposal should define a trained entity that will be responsible for this maintenance and response time.

4.2 Service Level Commitments

Respondent must:

- Be a licensed vendor for the charger/energy management software they are proposing.
- Offer a guaranteed minimum uptime percentage for chargers during any given calendar month.

4.3 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 charger and associated infrastructure specifications; energy storage/battery management system; the charging-inverter subsystem; and labor
- Equipment cost for required proprietary equipment must be included in the price proposal

4.4 References

- Contact information for three 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 chargers in similar geography and climates where available
- Please provide data on charger up time/down time for

4.5 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.

5 Proposal Format, Components, and Submission

5.1 Proposal Format

Proposals must comply with District's board policy and the following standards:

- a) All proposals should be in standard text no smaller than eleven (11) point font
- b) Include a one-page cover letter as the first page of the proposal
- c) Address all evaluation criteria in the order presented in 5.3 Proposal Requirements
- d) Proposal is a maximum of 10 pages in length [double-sided sheets are considered equal to two pages], not including forms, references, or other like attachments
- e) Proposal should be submitted electronically as a readable Adobe Acrobat .pdf format via email addressed to jon.laing@lansingschools.net

5.2 Proposal Components

5.2.1 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 the District.

5.2.2 Executive Summary (maximum 2 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 EVSE

equipment, the software provided, the operations and maintenance support, a summary of service level agreements, a summary of pricing options, the project timeline(s), and include a summary of the Contractor's experience with similar projects.

6 Proposal Evaluation and Award

6.1 Clarification of Responses

In the event that proposals are in need of clarification or to negotiate modifications, the 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.

6.2 References

The District reserves the right to investigate references, including customers other than those listed in the Proposer's submission.

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6.3 Notification of Intent to Award

The District shall notify Proposers of its Intent to Propose a contract for approval by the Board of Education within 10 days after the bid opening. The time for award may be extended for up to an additional 5 days by District.

7 Contract Terms and Conditions

7.1 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.

7.2 Incorporation of Terms and Conditions

The contract terms and conditions in this Section 7 are hereby incorporated into the Agreement and may be modified at any time prior to execution of the Agreement at the sole discretion of the District upon determination that the modification is in the best interest of the District. If the proposer selected for Award as a result of this RFP fails to agree to the terms and conditions set forth in this

Section 7, District may terminate negotiations with the Proposer and commence negotiations with the next highest ranked proposer.

7.3 RFP Not an Offer

This RFP does not constitute an offer by the District. No binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the District until the District's Board of Education ("Board") approves the Proposal and an authorized District administrator and the Proposer execute a signed written agreement ("Agreement"). 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 the District.

7.4 Incorporation of Documents

The RFP, Proposal, Agreement, and any attachments thereto (collectively, the "Contract Documents") are incorporated herein by reference as if fully restated herein. In the event of any inconsistency or conflict between the Contract Documents or between a Contract Document and the Agreement, the provision that is more beneficial to the District (as determined in the District's sole discretion) shall control.

7.5 Indemnification and Insurance

Contractor shall indemnify and hold the District (and its officers, board members, agents, agents, and consultants) harmless from and against all liabilities, damages, fines, penalties, demands, forfeitures, claims, suits, causes of action or any other liabilities or losses, including all costs of defense, settlement, and prosecution along with attorney, expert, and other professional fees, arising out of or related to any Contractor negligence, wrongful act, or breach of the Agreement or the obligation of Contractor or any of its employees or others for whom it is responsible in connection with the performance or non-performance of the Agreement. Contractor's indemnification responsibility shall be as broad as permitted by law, to the fullest degree of its fault. District shall not indemnify the Contractor as the District does not have the legal authority to indemnify a third party contractor.

Contractor shall comply with the insurance requirements as reasonably required by the District. Contractor's general liability policy shall identify District as an additional insured, and Contractor shall provide a certificate of insurance to District evidencing Contractor's applicable insurance coverage. The District is not waiving any rights its insurer(s) may have to subrogation. To the extent any terms in Contract Documents are contrary to the aforementioned, such terms shall be deemed void and unenforceable.

7.6 Right to Terminate Discussions

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

7.7 Contract Termination

The District may terminate the Agreement upon seven (7) calendar days' prior written notice to the Contractor. The Contractor may terminate the Agreement for the District's failure to substantially perform its obligations under the Agreement, so long as written notice of such failure has been provided to District and District fails to cure such failure within thirty (30) days of receiving the notice.

7.8 Dispute Resolution

The parties shall first attempt to resolve disputes through non-binding mediation. Any claim or dispute not resolved by mediation shall be subject to litigation. In the event of any mediation arising out of or relating to the Agreement, the District reserves the right to require that the mediation be conducted in the general area where the District's principal place of business is located. Any mediation with respect to the Agreement shall be non-binding. Any agreements reached in mediation shall be binding in accordance with law. For all litigation arising out of the Agreement, the District and Contractor agree to adjudicate all disputes in the courts of appropriate jurisdiction in Ingham County, Michigan. Contractor consents to the jurisdiction and venue of such courts. Both parties retain their rights of appeal. The Agreement will be enforced under the laws of the State of Michigan.

As a condition precedent to any claim, mediation, litigation or other cause of action brought by the Contractor against the District, the Contractor shall notify the District in writing of any contractual or other dispute within 21 days of becoming aware of the conditions giving rise to the claim, cause of action, or dispute. The failure to timely provide such notice shall be an irrevocable waiver of any such claim, cause of action, or dispute. Claims and causes of action by the District shall be subject to the applicable statute of limitations under Michigan law, but in no event shall a claim by the District be deemed untimely if filed within six (6) years of final completion of the Project.

7.9 Requirement for Representation as to Accuracy and Completeness of Proposal

As stated in Section 4, 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 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.”

7.10 Trade Secrets/Confidentiality

Upon the date of Board approval of the Proposal for award hereunder, the Proposal will be considered a public record. 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 Michigan legislation, including Michigan’s Freedom of Information Act and Open Meetings Act. If any Proposal contains trade secret information as defined by Michigan 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 the District 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.

The Proposer agrees to provide to District from time to time upon District’s request, payment affidavit detailing the amounts paid by the Proposer to subcontractors and suppliers in connection with the Agreement within a certain period of time. Such affidavits shall be in the format specified by District.

7.11 Nondiscrimination

The parties shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, weight, or marital status and other employment matters described by the Michigan Elliott-Larsen Civil Rights Act. Breach of this covenant may be regarded as a material breach of the Agreement.

7.12 Compliance with Law

Contractor will comply with all federal, state, and local laws, rules, regulations, policies, procedures and mandates applicable to the Contract Documents.

7.13 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.

7.14 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 District.

7.15 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.

7.16 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.

7.17 Proposal Terms Firm and Irrevocable

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 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 Agreement, either in part or in its entirety, at the District's election. Any false or misleading statements found in

the Proposal or Contract exceptions not included in the Proposal may be grounds for disqualification.

7.18 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 Agreement.

7.19 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 Work supplied by the applicable subcontractor(s). Additionally, the District must be named as a third-party beneficiary in all subcontracts.

7.20 Assignment

Neither party shall assign the Agreement nor its rights and duties hereunder nor any interest herein without prior written consent from the other.

7.21 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.

7.22 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 an email with an updated/corrected proposal attached will suffice as communication of a modification of a previously submitted Proposal. Any Proposal modification must be addressed in the same manner as the Proposal and received by District prior to the scheduled closing time for receipt of Proposals in order to be accepted by the District. 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."

7.23 No Contact

As of the Proposal due date and until the date of approval by the Board of an award under this RFP, each Proposer shall refrain from contacting any employee

of District or member of the Evaluation Committee or Board except for written requests to the District Representative listed on the cover page of this RFP.

7.24 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 Proposal.

7.25 Exceptions to the RFP

Other than exceptions that are stated in compliance with this Section 7, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Agreement 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 Agreement 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.

7.26 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.

7.27 Iran Economic Sanctions Act

By submission of a Proposal, the Proposer certifies that it is not an Iran-linked business as that term is defined in the Iran Economic Sanctions Act, MCL 129.311 et seq. The Proposer understands that submission of a false certification may result in termination of the Agreement, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the Proposal amount, whichever is greater, plus related investigation and legal costs.

7.28 Clarification of Ambiguities

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

7.29 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.

7.30 Disclaimer

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

7.31 Warranty

Contractor will provide a five-year warranty as identified in Section 4.1.2. Contractor warrants that Contractor's products, materials, and labor will be free of defects and substantially conform to published specifications, the Proposal, and District's particularly-identified needs.

7.32 Uniform Commercial Code

District hereby reserves all rights and remedies afforded to it under the Uniform Commercial Code, as applicable.

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○ **8 Compliance with Federal Requirements**

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Build America, Buy America (BABA) Act Compliance:

Electric vehicle charging equipment meets the definition of infrastructure under the Build America, Buy America Act that took effect May 14, 2022. A portion of the funds being used to support this project are from the EPA's Clean School Bus program. The Clean School Bus Program intends for funds to support domestically produced electric vehicle chargers and associated equipment, products, and materials. All bidders should plan to purchase American-made charging infrastructure products. That is, all of the iron, steel, manufactured products, and construction materials used in the infrastructure project must be produced in the United States. This includes, but is not limited to, all wiring or fixtures to support

the charging equipment, breaker panels or subpanels, and conduit from the meter to the panel.

Davis Bacon Act Requirements:

The Contractor shall comply with all applicable provisions of the Davis-Bacon Act, including the payment of prevailing wages to all laborers and mechanics employed in the performance of this contract, as determined by the U.S. Department of Labor.

Electrical Worker Certification Requirement:

EPA requires electricians installing, maintaining, and operating charging infrastructure to be certified in the Electric Vehicle Infrastructure Training Program (EVITP), or to graduate or receive a continuing education certificate from a registered apprenticeship program for electricians that includes charger-specific training and is developed as a part of a national guideline standard approved by the Department of Labor in consultation with the Department of Transportation. This will protect worker safety when installing electrical equipment and ensure there are trained professionals installing equipment. For projects requiring more than one electrician, at least one electrician must meet the requirements above.

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○ **9 Career Programs**

○ In the implementation of the EVSE program, Lansing Tech students will have the opportunity to be exposed to relevant work and career experience in electric vehicle service equipment operations, maintenance, and management.