



Request for Proposals:
Accelerating Clean Transportation School Bus
(ACT School Bus) Fleet Deployment

Date of Issue: August 30, 2022
Proposals Due: October 17, 2022

All proposals must be submitted to:
CleanTransportation@MassCEC.com

I. SUMMARY

The Massachusetts Clean Energy Center (“MassCEC”) Accelerating Clean Transportation School Bus (“ACT School Bus”) Program offers two different opportunities:

1. **Deployment** (the “Deployment Program”) - funding and technical assistance for electric school bus (“ESB”) fleet deployment projects through this Request for Proposals (“RFP”); and
2. **Advisory Planning Services** (the “Advisory Program”) - free technical support to strategize for future procurement and operation of ESB fleets.

MassCEC is retaining a team of experts to offer tailored assistance for critical considerations (each a “Technical Consultant”) under ACT School Bus, such as:

- Determination of routes that are the best candidates for early-stage electric bus deployment;
- Assessment of financials to inform budgeting costs and viable areas for savings;
- Assessment of best charging options for electric school bus fleets;
- Determination of necessary customer-side infrastructure changes to bus depots to support bus fueling and maintenance;
- Coordination with key stakeholders, including utilities; and
- Applications for additional funding opportunities, if applicable.

Through this RFP, **MassCEC seeks applications from school districts as sole applicants AND/OR school districts partnered with a third-party school bus fleet operator. Districts may apply for Deployment Funding through this solicitation. For more information on the Advisory Program, please see the end of this section.**

Deployment funding and technical assistance for ESB fleets serving their district: ACT School Bus Fleet Deployment funding is intended to amplify the federal Environmental Protection Agency (“EPA”) Clean School Bus Rebate¹ funding enabled by the Infrastructure Investment and Jobs Act (IIJA), and to enable successful electric school bus deployment projects that demonstrate major steps toward full-fleet electrification. The Deployment Program will offer flexible funding for projects and provide school districts and third-party school bus fleet operators with specialized project management support and technical assistance relative to school bus fleet electrification technology, operation, and financial planning.

MassCEC anticipates that projects awarded under the Deployment Program will:

- Electrify a significant portion of their existing fleet (a minimum of three ESBs, depending on existing fleet size);
- install associated charging infrastructure;
- potentially prepare sites for full-fleet electrification; and
- demonstrate a viable plan for full-fleet electrification.

The ACT School Bus Fleet Deployment Program will prioritize applications from school districts who have been awarded EPA’s Clean School Bus Rebate funding and schools that meet the criteria for EPA Clean

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

School Bus priority funding but did not receive EPA funding (see Attachment A for a comprehensive list of EPA priority districts).

Advisory Planning Services: All public-school bus fleets considering electrification *except* those that receive Deployment Program funding and assistance are eligible for the Advisory Program. Fleets are welcome to apply for both Programs but will not be selected for both. This includes any school districts and third-party school bus fleet operators that applied but did not receive EPA Clean School Bus funding and school districts and third-party school bus fleet operators that did not apply for this round of EPA Clean School Bus funding. MassCEC anticipates selecting twenty (20) school districts under this secondary initiative, with preference given to districts that are listed in Attachment A and districts that are not eligible for advisory services under the National Grid fleet advisory pilot program. Districts may fill out [this form](#) if interested in this alternative program.²

II. ABOUT MASSCEC

MassCEC is a state economic development agency dedicated to accelerating the growth of the clean energy sector across the Commonwealth to spur job creation, deliver statewide environmental benefits and to secure long-term economic growth for the people of Massachusetts. MassCEC works to increase the adoption of clean energy while driving down costs and delivering financial, environmental, and economic development benefits to energy users and utility customers across the state.

MassCEC's mission is to accelerate the clean energy and climate solution innovation that is critical to meeting the Commonwealth's climate goals, advancing Massachusetts' position as an international climate leader while growing the state's clean energy economy. MassCEC is committed to creating a diverse, equitable, and inclusive organization where everyone is welcomed, supported, respected, and valued. We are committed to incorporating principles of diversity, equity, inclusion, and environmental justice in all aspects of our work in order to promote the equitable distribution of the health and economic benefits of clean energy and support a diverse and inclusive clean energy industry. MassCEC strives to lead and innovate in equitable clean energy and climate solutions.

III. PROGRAM GOALS AND DESCRIPTION

Under ACT School Bus, MassCEC seeks to fund projects that will support electrification of school bus fleets with a focus on underserved school districts ("Projects"). The two opportunities under ACT School Bus concentrate on equity goals, with an aim to close health and economic disparities. They will also address the gap in technical knowledge that impedes fleet managers from electrifying school buses and will prepare fleets to take full advantage of federal funding opportunities for electrification such as the EPA Clean School Bus Program. Preference will be given to EPA Clean School Bus priority districts (see Attachment A) in the selection criteria.

² Districts that apply for Deployment Program funding and are not selected will be contacted regarding their interest in the Advisory Program and do not need to separately indicate interest.

ACT School Bus programming will take learnings from three ongoing school bus electrification grants under [ACT Now 1](#).³ Awarded Projects will demonstrate replicable adoption models as well as business and service delivery deployment models. By working with an expert technical support staff, awarded Projects will also surface key learnings regarding bus electrification that will be shared with districts across the Commonwealth. Program scope includes deploying electric school buses across major fleet operation models and providing bus fleet electrification planning support services to prepare for future funding opportunities. Projects under ACT School Bus will result in emissions reduction (both of greenhouse gases and air pollutants) through the reduction of fossil fuel usage. ACT School Bus aims to grow Massachusetts’ clean transportation sector, improve school districts’ access to federal and state funding opportunities, demonstrate a feasible and equitable path to electrification and serve as guidance for other school bus fleets in the Commonwealth.

V. ESTIMATED TIMELINE

This timeline is subject to change at MassCEC’s discretion.

Release of RFP	August 30 th , 2022
Webinar hosted by MassCEC	September 19 th , 2022 at 12:00 PM
Technical Assistance Available for Application Support	Early October 2022
Questions due to MassCEC via email to CleanTransportation@MassCEC.com	September 23 rd , 2022
Questions with Answers Posted to MassCEC Website	September 28 th , 2022
Proposals Due	October 17 th , 2022 at 4:00 PM
Interviews of Top Applicants	Week of October 31 st
Notification of Award	November 2022

VI. AWARD OVERVIEW

MassCEC anticipates making approximately three (3) awards under this RFP. The total number of awards will depend on total available funding and the requested budgets across applications received and selected for award. MassCEC requires that Applicants or Applicant Teams (“Applicants”) identify if they have applied for additional sources of funding. While receipt of additional funding does not make a

³ <https://www.masscec.com/press/baker-polito-administration-announces-14-million-funding-clean-transportation-projects>

Project ineligible, this disclosure is important to inform if MassCEC funding is being used to increase the scale of the initial deployment or ensure ongoing sustainability of the Project.

MassCEC anticipates selecting approximately three (3) school districts to receive:

- Up to Two Million Dollars (\$2,000,000) per recipient for ESB deployment and associated Project costs; and
- Access to a Technical Consultant.

The Technical Consultant will provide support for school districts and third-party school bus fleet operators to strategize for ESB fleet deployment, procurement, installation of required upgrades and equipment, and for the first six (6) months of ESB operation.

Funding will be in the form of one-time awards administered by MassCEC. No follow-on funding is currently allocated for ESB fleet deployment assistance.

ELIGIBILITY

Applicant Eligibility

Eligibility for ACT School Bus mirrors eligibility criteria for EPA's Clean School Bus Rebate Program. Eligible Applicants for the ACT School Bus Fleet Deployment Program are Massachusetts public school districts, including charter schools, that have an [NCES District ID](#). ACT School Bus will give preference to applications from school districts on the EPA priority list (see Attachment A), however eligibility is not limited to these districts. While school districts must apply on their own behalf, **MassCEC welcomes applications from school districts that work with a third-party school bus fleet operator**. MassCEC encourages school districts to partner with their providers and take advantage of this funding opportunity.

Allowed Expenses

MassCEC deployment funding is flexible and is intended to cover any gaps that cannot be funded by the EPA Rebate or other funding opportunities. These expenses may include but are not limited to:

- Partial or total purchase of a new electric school bus or buses;
- Electric school bus charging equipment;
- Depot construction costs;
- Installation costs; and
- School District or municipal staff time coordinating with the Program's Technical Consultant.
 - Staff time at entities other than school districts or municipalities may be funded at MassCEC's sole discretion and applicants may be requested to provide specific justification as to the role of and need for MassCEC funding for this purpose.

Applicants awarded under this RFP ("Awardees") are responsible for ensuring that any in-kind contributions that they seek to include is an Allowable Expense. MassCEC will determine whether an expense is an Allowable Expense in its sole discretion. For the avoidance of doubt, Allowable Expenses **do not include:**

- Overhead (including but not limited to telephone, electricity, lease payment or rent) or profit;
- Fringe benefits (including but not limited to health insurance, 401k plans or similar plans, other similar staff benefits); or
- Administrative expenses (including but not limited to postage, packaging, shipping, printing).

Budget and Cost Share

There is no minimum cost share requirement. Awardees are expected to leverage external funds where possible including EPA rebates, other federal funds, state rebates and grants, utility programs, etc. MassCEC reserves the right to negotiate cost share based on Application Team composition, project size, and reasoning for funding need. Both the total requested budget and proposed cost share will factor in MassCEC's evaluation of proposals under the ACT School Bus Program.

Project Requirements

Successful Projects will result in partial or full electrification of a school district's school bus fleet with the charging stations to support the use of the buses, and trained staff and drivers to manage charging and fleets. Awardees are required to:

- Provide a Project champion to lead the Awardee team and be responsible for contract obligations;
- Collaborate with MassCEC's Technical Consultant to co-manage Project deployment and operation and provide any necessary fleet data for technical and financial analyses;
- Meet all Project deadlines, including EPA Rebate timelines; and
- Adhere to all of MassCEC's reporting requirements throughout the fleet deployment process.

VII. HOW TO APPLY

MassCEC expects Applicants to partner with the Technical Consultant for support throughout the ACT School Bus Fleet Deployment application process. The selected consultant's information will be provided on the [Act School Bus website](#) and updated in this RFP once selected. The Technical Consultant will help Applicants explore the technical and financial feasibility of electrification at possible ESB depot locations. The Consultant can answer questions that may arise about the application and is a resource for school districts to outline an electrification plan. MassCEC anticipates that the consultant will provide hands-on assistance in compiling technical parts of the application, including the proposed budget and site plan.

It is the sole responsibility of the Applicant to ensure that all application materials are submitted. At its sole discretion, MassCEC may request supplemental materials from the Applicant. MassCEC reserves the right to request an interview with the Applicant Team and anticipates that such interviews will occur over Microsoft Teams or a comparable video conferencing platform.

Submission Requirements

A completed application includes:

- Attachment A: List of EPA Clean School Bus Priority Applicants
- Attachment B: Authorized Applicant's Signature and Acceptance Form
- Attachment C: Application Form
- Attachment D: [Proposed Budget](#)
- Attachment E: Proposed Site Plan(s)
- Attachment F: Sample Grant Agreement

The completed Application, including all required documentation, must be submitted to CleanTransportation@MassCEC.com. “ACT School Bus Deployment Program Application” must appear in the email subject. Applicants are also welcome to attach Letters of Support from key decision-makers or committees.

Completed applications must be received no later than 4:00 PM EDT October 17, 2022. MassCEC will not accept responses past the deadline.

VIII. SELECTION CRITERIA

In addition to the above minimum eligibility criteria, MassCEC will evaluate Applications competitively on the following primary criteria and secondary criteria:

Category	Criteria
Alignment with Program Goals	<ol style="list-style-type: none"> 1. Demonstrate scalable and equitable paths to decarbonization in the transportation sector 2. Maximize GHG emissions reductions, health, and economic benefits in priority populations, including by electrifying a significant number of vehicles or a disproportionately high-emitting set of vehicles 3. Demonstrate efficient and effective project plan with MassCEC, the Technical Consultant, and third-party school bus fleet operators 4. Represent the diversity of Massachusetts communities, from a geographic, demographic, and socioeconomic lens
Implementation & Priority Population Benefits	<ol style="list-style-type: none"> 1. Reduction of barriers for electric school bus adopters 2. Ability to realize project benefits within timeline provided 3. Ability to track project benefits 4. Quality of solution and level of transformation the project provides, both in the short and long term.
Scalability & Replicability	<ol style="list-style-type: none"> 1. Ability to implement electric school buses at-scale 2. Scale of project benefits relative to total budget 3. Efficiency of project benefits on a dollar-per-GHG and dollar-per-participant basis, as applicable 4. Technical, financial, and administrative replicability of the procurement and deployment plan
Applicant Team	<ol style="list-style-type: none"> 1. Attention to potential capacity and/or resources constraints 2. Demonstration of Applicant Team collaboration and competency

X. CONTACT INFORMATION FOR QUESTIONS

Application questions can be submitted via email to CleanTransportation@MassCEC.com. “ACT School Bus Application Question” should appear in the subject line. Please submit questions by September 23rd, 2022. Answers will be posted publicly to the [ACT School Bus webpage](#) on September 28th, 2022.

MassCEC will host an informational webinar on the ACT School Bus Program on September 19th, 2022. Please [register here](#). Questions submitted in advance will be answered during the webinar. MassCEC intends to host several office hour sessions in September through October to address questions while the RFP is open. Please refer to the [solicitation webpage](#) for dates.

XI. GENERAL REQUEST FOR PROPOSALS CONDITIONS

NOTICE OF PUBLIC DISCLOSURE

As a public entity, MassCEC is subject to Massachusetts’ Public Records Law, codified at Chapter 66 of the Massachusetts General Laws. Thus, any documentary material, data, or other information received by MassCEC from an Applicant is a public record subject to disclosure. Applicants shall not send MassCEC any confidential or sensitive information in response to this RFP.

DISCLAIMER & WAIVER AUTHORITY

This RFP does not commit MassCEC to award any funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies. MassCEC reserves the right to accept or reject any or all applications received, waive minor irregularities in submittal requirements, modify the anticipated timeline, request modification of the application, negotiate with all qualified Applicants, cancel or modify the RFP in part or in its entirety, or change the application guidelines, when it is in MassCEC’s best interests.

This RFP has been distributed electronically using MassCEC’s website. It is the responsibility of Applicants to check the website for any addenda or modifications to an RFP to which they intend to respond. MassCEC accepts no liability and will provide no accommodation to Applicants who submit an application based on an out-of-date RFP document.

CONTRACT REQUIREMENTS

Upon MassCEC’s authorization to proceed with the proposal, MassCEC and the awarded applicant(s) will execute a contract, substantially in the form of the Sample Agreement Attached to this RFP as Attachment F, which will set forth the respective roles and responsibilities of the parties.

ATTACHMENT A: LIST OF EPA CLEAN SCHOOL BUS PRIORITY APPLICANTS

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

Request for Proposal: ACT School Bus Fleet Deployment

The undersigned is a duly authorized representative of the Applicant named below. The undersigned has read and understands the RFP requirements and acknowledges and confirms that the Applicant and each member of its team has read and understands the RFP Requirements. The undersigned acknowledges and agrees that all of the terms and conditions of the RFP are mandatory.

The undersigned and each Applicant and each member of its team acknowledges and agrees that (i) all materials submitted as part of the application are subject to disclosure under the Massachusetts Public Records Law, as explained in the RFP; (ii) that the Massachusetts Clean Energy Technology Center (“MassCEC”) has no obligation, and retains the sole discretion to fund or choose not to fund the application set forth herein; and (iii) that MassCEC’s receipt of the application does not imply any promise of funding at any time.

The undersigned and each member of the Applicant’s team understands that, if the Application is selected by MassCEC pursuant to this RFP, the Applicant will execute and deliver an agreement to be provided by MassCEC that shall set forth the terms and conditions, together the respective roles and responsibilities of the Applicant, and each member of its team, and MassCEC, with respect to the Project described in the RFP.

I certify that the statements made in this Application, including all attachments and exhibits, are true and correct.

Applicant: _____

(Printed Name of Applicant)

By: _____

(Signature of Applicant or Authorized Representative)

Title: _____

Date: _____

ATTACHMENT C: APPLICATION FORM

1. **School District Information**

School District:	
Current third-party school bus fleet operator name (if applicable):	
Current third-party school bus fleet operator contact info:	
Lead school district contact person, position, and contact information (email and phone number):	
Additional school district or municipality contacts:	
School Street address:	
School District City / Town:	

2. **EPA Clean School Bus Rebate Program.** Have you applied for EPA’s Clean School Bus Rebate program (*Yes/No*) and have you been awarded funding (*Yes/No*)? If you have been awarded funding, please describe the awarded amount and scope.

3. **EPA Clean School Bus Program Requirements.** In alignment with EPA’s Clean School Bus Rebate, ACT School Bus Deployment funds can only be used to replace diesel-powered school buses that have provided service to a public school district for at least three (3) days a week on average during the 2021-2022 school year at the time of applying, excluding COVID-related school closures. It will be required that model 2010 or older diesel-powered school buses selected for replacement be scrapped (with scrappage certification submitted) within ninety (90) days of receiving replacement bus. If a school district only has 2011 or newer internal combustion engine buses, these buses must be scrapped, sold, or donated within ninety (90) days of receiving a replacement bus. **Please submit as an Excel workbook if you are applying with more than three (3) buses. Applicants who have submitted applications for the EPA Clean School Bus Program may submit their completed [2022 Clean School Bus Inventory Sheet](#). Applicants who have not completed the Clean School Bus Inventory sheet may use MassCEC’s [Bus Inventory Template](#).**

Please detail the number of buses you intend to replace. While school bus fleets are not required to deploy additional ESBs with ACT School Bus funding, additional deployment is highly encouraged and will factor into the evaluation of applications.

	Bus 1	Bus 2	Bus 3
Bus Make, Model, and Age			
Bus Type / Class			
Engine Model Year			
Annual Miles Driven			
Originally Planned Replacement Date (if not for this pilot)			
Commitment to scrap, sell or donate? (Specify which if applicable, or enter N/A)			

4. **EPA Clean School Bus Program Requirements.** To ensure electric buses are deployed within the timeframe of ACT School Bus and EPA’s Clean School Bus Rebate program, school districts will be required to submit an online payment request form to purchase the new buses and charging infrastructure within six (6) months of being selected.

Please indicate if you will be able to meet this deadline (Yes/No).

5. **Existing School Bus Fleet Makeup.** *Please describe the existing school bus fleet including the number of vehicles and buses in the fleet, the types of buses (e.g., type A vs type C), the fuel types, and the age of the buses. Please describe existing fleet turnover procedures.*

6. Existing School Bus Service

What is the maximum number of buses in service each day?	
How many bus routes do you operate daily?	
What is the distance (miles) of your average route?	
What is the distance (miles) of the shortest daily bus route in your network?	
What is the distance (miles) of the longest daily bus route in your network?	
Please describe the topography of the average route (are there significant hills, etc.,)?	
Are your buses used for any purpose other than student transportation to and from school? If yes, please describe in one to two sentences.	
Who operates your buses (who hires your drivers, mechanics, and other operations staff)?	
Who owns and maintains your buses?	
Where are buses typically parked overnight and who owns/leases the land? Are they in a covered facility?	
Are buses stored close to electric power access?	

7. Existing School Bus Procurement or Service Procurement. *For school districts, please describe existing process for either procuring school buses for purchase or school bus services including budgeting, bid release and selection, and associated approvals necessary from entities such as school committees, municipal councils, etc. For third-party school bus fleet operators, please describe your existing process for purchasing school buses and associated maintenance.*

8. Electric School Bus Procurement or Service Procurement. *For school districts, please propose how you will alter your existing processes for school bus purchasing and services (detailed in question 7) for electric school buses. For third-party school bus fleet operators, please describe the ways in which you will alter your existing processes for purchasing school buses and associated maintenance for electric school buses.*

9. **Stakeholder Buy-In.** MassCEC anticipates that deploying ESBs will require support and approval from multiple parties on the Project team side. This may include approvals from entities such as the school committee, finance committee, municipal decision-makers, etc.

Please describe the extent to which necessary stakeholders have been engaged to date and their level of support. If known, please describe how processes for approval and procurement may differ for ESBs in comparison to existing school buses. Letters of Support are encouraged.

10. **ESB Operation.** MassCEC and the Technical Consultant will be supporting school districts and third-party school bus fleet operator personnel through the transition from diesel buses to electric school buses. This may include coordinating training for ESB operation and maintenance and incorporating new protocols.

Please describe your readiness to work with MassCEC to manage a transition to electric buses in terms of availability and interest among staff members, including third-party school bus fleet operators and drivers, and securing necessary approvals from key decision-makers. If known, please describe how operation and management of ESBs may differ in comparison to existing school buses. (one to two paragraphs).

11. **Budget Narrative.** Please briefly outline the requested funds including the total amount requested from MassCEC, awarded from EPA (if applicable), any cash or in-kind cost share contributed, and expected use for MassCEC funding. Please note any uncertain or unknown costs as well as any timing considerations with funding approvals/availability for cost share. Responses to this question will be considered in tandem with Attachment E (Proposed Budget).

MassCEC anticipates that the Technical Consultant will assist Applicants in this portion of the application.

12. **Utility Coordination.** A transition to electric buses will also require coordination with the local electric utility to determine feasibility from an electric infrastructure, supply, and cost perspective and to understand the implications of managed (or unmanaged) charging.

Please describe the extent to which you have engaged with your utility. If you haven't begun this process yet, please describe your plan for communication and coordination or indicate if you will need assistance to engage your utility (one to two paragraphs).

13. **Site Selection.** Please outline your proposed plan for ESB charging, including where the buses will be parked and access to existing electrical infrastructure at that site. Please note the land-owner and any lease agreements in place, plans for renewal, etc. Responses to this question will be considered in tandem with Attachment E (Proposed Site Plan).

MassCEC anticipates that the Technical Consultant will assist Applicants in this portion of the application.

14. Please share any other information that you would like us to consider as we evaluate your eligibility for and level of commitment to the ACT School Bus Program (*maximum 2 paragraphs*).

15. Please include a brief summary of you or your organization's commitment to Diversity Equity and Inclusion and/or Environmental Justice ("EJ") principles. If available, please provide or link to any relevant materials (e.g., organization guidance documents, mission/vision statements, etc.). You may also include brief examples of initiatives, projects, or other work in which the Applicant and/or Applicant Team have demonstrated a clear commitment to advancing DEI and/or EJ principles.

ATTACHMENT D: PROPOSED BUDGET

Applicants are expected to fill out the [Proposed Budget Template](#) and attach a completed version in the proposal.

ATTACHMENT E: PROPOSED SITE PLAN(S)

Applicants are expected submit proposed site plan(s) as attachments in the proposal.

ATTACHMENT F: SAMPLE AGREEMENT

GRANT AGREEMENT

This Grant Agreement (the “Agreement”), effective as of [Date – Month DD, YYYY] (the “Effective Date”), is by and between the **Massachusetts Clean Energy Technology Center** (“MassCEC”), an independent public instrumentality of the Commonwealth of Massachusetts (the “Commonwealth”) with a principal office and place of business at 294 Washington Street, Suite 1150, Boston, MA 02108, and [Grantee Name] with a principal office and place of business at [Grantee Address] (“Grantee”). Each of MassCEC and Grantee are at times referred to in this Agreement as a “Party,” and together the “Parties”.

WHEREAS, [provide an introduction to the Agreement, why it is being entered into, provide facts about the relationship and goals of the parties, the nature of the contract, and mention other related transactional documents]; and

WHEREAS, [use as many clauses as necessary].

NOW, THEREFORE, in consideration of the recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, MassCEC and Grantee agree as follows:

Performance of the Work

- a. Grantee shall complete the Project [make sure defined] and provide the deliverables (the “Deliverables”) described in the Scope of Work set forth in Attachment 1 (the “Scope of Work”).
- b. Grantee is solely responsible for all Project decisions, the preparation of all plans and specifications, and completing the Project in accordance with the Scope of Work.
- c. Grantee is solely responsible for selecting and entering into a written contract (or contracts) with contractors as necessary to provide the Deliverables and complete the Scope of Work, and for ensuring that the contractors Grantee retains comply with all applicable provisions of this Agreement. Grantee acknowledges that MassCEC shall have no responsibility for managing such contractors or the relationship between Grantee and its contractors. Further, Grantee shall indemnify and hold harmless MassCEC from any Damages (as defined in Section 14) associated with any disputes occurring between Grantee and its contractors arising from or in relation to the Project.
- d. Grantee acknowledges that MassCEC will have no responsibility for management of the Project, including obtaining all local, state, and federal permits, as applicable.
- e. Grantee shall be responsible for completing all required steps to receive funding from any other entity besides MassCEC, as applicable.

Term

The term of this Agreement shall commence on the Effective Date, and shall expire on [Date – Month DD, YYYY] (the “Term”) unless otherwise terminated in accordance with Section 8 herein.

Grant Amount; Payment; Rescission

Grant Amount. In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, MassCEC agrees to provide Grantee with funds in an amount not to exceed **[write out amount] Dollars (\$numerical amount)** (the “Grant”). The Parties acknowledge and agree that this is a maximum authorization, and MassCEC is under no obligation to transfer the full amount to Grantee, or any amount, in the event Grantee does not satisfy the requirements under this Agreement. Grantee acknowledges and agrees that receipt of this Grant, or any portion of this Grant, does not create any rights of preferences to receive subsequent funding from MassCEC. In no event shall the Grant exceed the amount specified in this section.

Payment. MassCEC will pay Grant funds to Grantee in installments in accordance with the Schedule and Deliverable table set forth in Attachment 1 (each installment a “Grant Installment”) within forty-five (45) days of approval of the corresponding Deliverable, receipt of a written invoice describing the work performed with Grant funds during the invoice period, and receipt of a completed and signed Cost Share and Expenditure Certification (Attachment 2).

Rescission. If Grantee materially breaches any term of the Agreement, in addition to the ability to terminate as set forth in Section 8(a), MassCEC shall have the right to rescind Grant payments; provided, however, that Grantee shall have the opportunity to cure such breach within thirty (30) days of the breach and if Grantee does so, MassCEC shall not exercise the right to rescind Grant payments. If Grantee becomes insolvent, makes an assignment of rights or property for the benefit of creditors, or files for or has bankruptcy proceedings instituted against it under the federal bankruptcy law of the United States, or if MassCEC reasonably believes that such an event is imminent, MassCEC, acting in its sole discretion, may rescind the remaining undisbursed portion of the Grant.

Project Managers

- a. MassCEC and Grantee have designated the following persons to serve as Project Managers to support effective communication between MassCEC and Grantee and to report on the Project's progress (the “Project Managers”).

For MassCEC:

[First Name Last Name], ([phone number] / [email]@masscec.com)

[First Name Last Name], ([phone number] / [email]@masscec.com)

For Grantee:

[First Name Last Name], ([phone number] / [email]@)

- b. Grantee shall obtain prior written approval from MassCEC to make any change to its Project Manager. For the avoidance of doubt, MassCEC may update its Project Manager(s) listed without amending this Agreement, if done in compliance with the notice provisions of Section 5.

Notice

Any notice in this Agreement shall be in writing and shall be sent either by (i) facsimile, email, or other electronic transmission, (ii) courier, or (iii) first class mail, postage prepaid, addressed to the Project Manager listed in Section 0(a) at the address indicated in the preamble of this Agreement (or to such other address as a Party may provide by notice to the Party pursuant to this section), and shall be effective (x) at dispatch, if sent by facsimile, email, or other electronic transmission, (y) if sent by courier, upon receipt as recorded by courier, or (z) if sent by first class mail, five (5) days after its date of posting.

Publicity; Use of Name

Grantee shall collaborate directly with MassCEC to prepare any public statement, media strategy, or announcement relating to or bearing on the work performed or data collected under this Agreement or to prepare any press release or for any news conference in which MassCEC is concerned or discussed, including, but not limited to, any media pitches, interviews, embargoed materials, photo opportunities, blogs, guest columns, media events, or editorial boards which relate to this Agreement or MassCEC (each, a “Public Statement”) and shall in no event be permitted to publish, release, or otherwise disseminate any such Public Statement without MassCEC’s prior written consent.

Grantee agrees that MassCEC shall have the right to make use of and disseminate, in whole or in part, all work products, reports, Deliverables, and other information produced in the course of the Project's completion, and to use the information in such materials contained to produce summaries, case studies, or similar information resources.

Other Requirements

- a. *Program Evaluation.* Grantee agrees to support MassCEC’s program evaluation activities, and MassCEC’s dissemination of information regarding Grantee’s experiences. To this end, Grantee agrees that its key personnel and contractors working on the Project will be available at reasonable times with advance notice to be interviewed by MassCEC or its authorized representatives for purposes of program evaluation or case study development.
- b. *Grant Administration.* Grantee shall use the Grant funds only for the activities described in the approved Scope of Work. Grantee shall maintain financial records relating to the receipt and expenditure of all Grant funds in accordance with the terms set forth under this Agreement for a period of seven (7) years starting on the first day after final payment under the Agreement.
- c. *Grant Expenditure.* All costs incurred by Grantee before the Effective Date are incurred voluntarily, at Grantee’s risk and upon its own credit and expense. Grantee shall not incur any costs to be charged against Grant funds prior to the Effective Date.
- d. *Cost Share.* Grantee agrees to meet and maintain a minimum [number written out] percent ([number]%) cost share for the Project (“Cost Share”). MassCEC and Grantee will share in any cost savings that result from Project expenses that are less than the amount identified in the Project Budget by maintaining the minimum Cost Share. [NOTE: THIS SECTION MAY BE UPDATED BASED ON PROGAM NEEDS. Grantee agrees and acknowledges that its Cost Share may be cash, documented grants from other parties (such as other state or federal agencies or charitable organizations), or a combination thereof, but that consultants or subcontractors performing work on the Project shall not provide any of the Cost Share.]

- e. *Allowable Expenses.* Grantee's costs uniquely associated with the Project and incurred directly in the completion of Milestones set forth in the Scope of Work and identified in the Project Budget (the "Allowable Expenses"), shall be eligible for Cost Share. For the avoidance of doubt, Allowable Expenses shall not include administrative expenses, overhead, mark-ups, travel (either by Grantee or by subcontractors to Grantee), or general purpose facilities, equipment, materials, or software.

Termination

- a. MassCEC may terminate this Agreement at any time if Grantee has materially breached any term of the Agreement and fails to cure such breach as provided in Section 3(c).
- b. MassCEC may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate action inconsistent with MassCEC performing its obligations under this Agreement.
- c. Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections: 5, 6(b), 7(b), 8, 10, 11, 14, 15, 18, 19, 21, 22, 24, 26, and 27 of this Agreement shall survive and remain in effect after the termination or expiration of this Agreement.

Tax Forms and Grant Taxability

- a. Grantee shall provide MassCEC with a properly completed United States Internal Revenue Service ("IRS") Form W-9 (the "W-9"). Failure to provide the W-9 shall be grounds for withholding all Grant Installments until such W-9 is received. W-9s shall be emailed to finance@masscec.com.
- b. Grants may be considered taxable income by the IRS and the Massachusetts Department of Revenue. Grantee is solely responsible for any failure to timely consult with a tax professional to determine the federal and/or state tax implications of this Agreement. MassCEC will issue an IRS Form 1099 to each Grantee. For all tax-exempt entities (including government entities), a tax-exemption certificate or IRS tax-exemption determination letter must be emailed to finance@masscec.com.

Access and Use

Grantee agrees to license or otherwise make available to MassCEC in perpetuity, without charge, Grantee's interest in and copyright (if any) to all non-confidential materials prepared and produced in relation to the Project, including, without limitation, all plans, specifications, and analyses developed in connection with the Project and specified as being for MassCEC's use and public dissemination; provided, however, that any and all inventions that are conceived or first reduced to use during the course of the Project shall be the sole property of Grantee (except that if jointly invented, title shall flow in accordance with United States patent law), and any licensing requests for such inventions shall be subject to good faith negotiations between the Parties.

Audit

At any time prior to the completion of the Project and as otherwise provided in this section, MassCEC shall have the right to audit Grantee's or its other agents' records to confirm the use of the Grant awarded under this Agreement. If such audit reveals that any portion of such funds was used for purposes not permitted under the Agreement (a "Nonconformance Event"), then Grantee shall refund

to MassCEC the amount determined by such audit to have been improperly used within thirty (30) days of Grantee's receipt of such audit and demand. In the event such audit reveals a Nonconformance Event, MassCEC shall be entitled to immediately terminate this Agreement and discontinue disbursing Grant Installments to Grantee from the date the audit is completed, subject to any limitations set forth by Section 8. Grantee shall maintain books, records, and other compilations of data pertaining to the funds paid pursuant to this Agreement to the extent and in such detail as to properly substantiate use of such payments. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under the Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit, or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting from audit or other action, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of Grantee which pertain to the provisions and requirements of this Agreement. Such access may include on-site audits, review, and copying of records.

Assignment and Subcontracting

Grantee shall not assign or in any way transfer any interest in Grant funds without the prior written consent of MassCEC, nor shall Grantee subcontract any of its obligations hereunder without the prior written consent of MassCEC; provided, however, that any subcontract entered into by Grantee pursuant to this Section 12 shall not relieve Grantee from any of its obligations pursuant to this Agreement, any act or omission by a subcontractor of Grantee shall be deemed an act or omission by Grantee, and Grantee shall be responsible for each of its subcontractors complying with all obligations of Grantee pursuant to this Agreement.

Compliance with Laws

Grantee agrees to comply with all applicable federal, state, and local statutes, rules, regulations, and permitting requirements, including, but not limited to, all laws promoting fair employment practices or prohibiting employment discrimination and unfair labor practices, and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, or for exercising any rights afforded by law.

Indemnification

To the fullest extent permitted by law, Grantee shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors, and employees (together with the Commonwealth and MassCEC, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred, or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Grantee, its officers, directors, employees, agents, subcontractors, or assigns under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of Grantee, its officers, directors, employees, agents, subcontractors, or assigns. Without limiting the foregoing, Grantee shall indemnify and hold harmless each Covered Person against any and all Damages that may arise out of or are imposed due to the failure to comply with the provisions of applicable law by Grantee or any of its agents, officers, directors, employees, subcontractors, or assigns.

In no event shall either Party be liable for any indirect, incidental, special, punitive, or consequential damages whatsoever (including, but not limited to, lost profits or interruption of business) arising out of or related to Grantee's, its officers', directors', employees', agents', subcontractors' or assigns' performance of the Project under this Agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise.

The Parties acknowledge that the Technical Consultant (as defined in the Scope of Work) is an independent contractor, and in no event shall any Covered Person be liable to Grantee or any other party for any Damages sustained, incurred, or suffered by or imposed upon the Grantee or any of its officers, directors, employees, agents, subcontractors, or assigns associated with the Technical Consultant's actions, omissions, negligence, or misconduct in relation to the Project. Further, except to the extent such Damages are determined to have resulted from the willful misconduct or fraudulent behavior of the Technical Consultant, the Technical Consultant shall not be liable for any Damages sustained, incurred, or suffered by or imposed upon the Grantee or any of its officers, directors, employees, agents, subcontractors, or assigns, associated with the Technical Consultant's actions, omissions, negligence, or misconduct in relation to the Project.

Public Records and CTRU

As a public entity, MassCEC is subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66 (the "Public Records Law"). Grantee acknowledges and agrees that any documentary material, data, or other information submitted to MassCEC are presumed to be public records. An exemption to the Public Records Law may apply to certain records, including materials that fall under certain categories under a statutory or common law exemption, including the limited exemption set forth in M.G.L. c. 23J, Section 2(k) regarding certain types of confidential information submitted to MassCEC by an applicant for any form of assistance. Grantee shall be solely responsible for considering what documents, materials, data, and other information are submitted to MassCEC in connection with this Agreement.

In accordance with the Public Records Law, MassCEC generally considers the following types of information to be confidential:

- [Fill in as necessary]

Grantee agrees and acknowledges that MassCEC shall have the right to disclose the name of Grantee and/or payee, the amount of the payment pursuant to this Agreement, and any other information it may deem reasonably necessary on CTHRU, the Commonwealth's online database of state spending, or any other applicable state spending website.

Insurance

Grantee certifies that appropriate insurance coverage for all activities under this Agreement has been obtained and shall be maintained in effect through the term of this Agreement. GRANTEE ACKNOWLEDGES THE SUFFICIENCY OF THE TYPES AND AMOUNTS OF INSURANCE COVERAGE MAINTAINED AND THE APPROPRIATENESS OF THOSE COVERAGES FOR THE DURATION OF THE TERM. At MassCEC's request, Grantee will provide MassCEC with copies of the certificates of insurance evidencing such coverage. The insurance requirements for the Project and pursuant to this Agreement are solely Grantee's responsibility and shall not relieve Grantee of any responsibility to MassCEC.

Conflict of Interest

Grantee acknowledges that all MassCEC employees are subject to the Commonwealth's Conflict of Interest statute, codified at M.G.L. c. 268A.

Lobbying

No funds awarded by this Agreement may be used to pay for or otherwise support any activities intended to influence any matter pending before the Massachusetts General Court or for activities covered by the law and regulations governing "legislative agents" or "executive agents" set forth in the Commonwealth's Lobbying Law, codified at M.G.L. c. 3, Section 39.

Choice of Law and Forum; Arbitration; Equitable Relief

This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to its conflict of laws principles. Any dispute arising out of or relating to this Agreement or its breach, termination, or invalidity, whether before or after termination of this Agreement, if not resolved by negotiation among the Parties within thirty (30) days after such dispute is raised by either Party in writing, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over this Agreement. Any such arbitration will be conducted in or near Boston, Massachusetts. The prevailing Party shall be entitled to receive from the other Party its reasonable attorney's fees and costs incurred in connection with any action, proceeding, or arbitration under this subsection.

This section shall not be construed to limit any other legal rights of the Parties. Each Party acknowledges and agrees that any breach or threatened breach of this Agreement by the other Party may result in substantial, continuing, and irreparable damage to the first Party. Therefore, before or during any arbitration, either Party may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction, where such relief is necessary to protect its interests pending completion of the arbitration proceedings.

Registration

Grantee represents and warrants that Grantee is registered and in good standing with the Secretary of State's Office of the Commonwealth of Massachusetts.

Severability

Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power, or enforceability of any other clause or provision of this Agreement.

Amendments and Waivers

MassCEC may amend Section 15 (without any action by Grantee) to reflect changes in law or MassCEC policies and shall promptly deliver any and all such amendments to Grantee in the manner provided in Section 5. Except as provided in the immediately preceding sentence, no amendments to or modifications of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless the same shall be in writing and shall be signed by each of the Parties. Any waiver by MassCEC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, or in any way limit the remedies available to that Party.

Force Majeure

Neither Party shall be liable or responsible to the other Party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) actions, embargoes, or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; and (f) strikes, labor stoppages or slowdowns. The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

Independent Status

Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee, partner, joint venturer, or principal and agent between MassCEC and Grantee, its employees, agents, or officers.

Counterparts

This Agreement may be executed in two (2) or more counterparts, and by the Parties on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Headings; Interpretation

The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references in this Agreement: (x) to sections, subsections, schedules, and exhibits mean the sections of, the subsections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions of such agreement, instrument, or other document; and (z) to a statute means such statute as amended from time to time and includes any successor legislation to such statute and any regulations promulgated under such statute. Whenever the singular is used in this Agreement, the same shall include the plural, and whenever the plural is used in this Agreement, the same shall include the singular, where appropriate. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. This Agreement is the result of negotiations between, and has been reviewed by, the Parties and their respective legal counsel.

Binding Effect; Entire Agreement

This Agreement shall be binding on the Parties and their respective successors and permitted assigns, and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the Parties, and no person shall be regarded as a third party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant, or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. Furthermore, neither Grantee's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with the MassCEC, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules, and attachments) are hereby incorporated into this Agreement by reference:

Attachment 1—Scope of Work

Attachment 2 – Cost Share and Expenditure Certification

[Remainder of Page Intentionally Blank]

In witness whereof, the Parties have caused this Agreement to be duly executed and delivered by their duly authorized officers effective as of the Effective Date.

Massachusetts Clean Energy Technology Center

[Grantee's full legal entity name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal Tax ID No.:

Attachment 1
SCOPE OF WORK: Project Plan, Deliverables, and Schedule

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

EXAMPLE TABLE

Task Number	Task Description	Milestone/Deliverable	Completion Date	Payment Amount
1				
2				
3				
	TOTAL			\$

MassCEC shall have the right at its sole discretion to allow for additional time for the completion of Milestones/Deliverables without need to amend this Agreement. If Grantee cannot satisfy a Completion Date, it shall seek MassCEC’s prior written approval, email acceptable, of a later Completion Date and provide reasoning for its request. MassCEC shall approve or deny Grantee’s request, email acceptable, within a reasonable time period.

Attachment 2— Cost Share and Expenditure Certification

For submission with Grantee’s invoice

Grantee Contact and Project Financing Information	
Project Title	
Grantee Contact Name, Title	
Company/Organization	
Milestone # and Name	
Grant Installment Amount Requested	
Grantee Cost Share Amount for Milestone	
Cost Share Source(s)	<i>I.e. Investors, in-kind, labor, cash, etc. Please include names of entities contributing to each type of cost share, amounts for each</i>

This Cost Share and Expenditure Certification is subject to the Agreement, by and between Grantee and MassCEC. By signing below, the undersigned certifies that:

1. They are authorized to sign on behalf of Grantee;
2. MassCEC, pursuant to Section 11 of the Agreement, has the right to audit records to confirm the use of funds is consistent with the Grant requirements and may do so at any time in compliance with the terms of the Agreement; and
3. Grantee has used and/or will use all Grant funds for the Project.

By: _____

(Signature of Authorized Representative)

Name _____

Title _____

Date _____