



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

Date of Issue: November 6, 2023
Proposals Due: January 11, 2024

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”) Fleet Deployment Program offers funding and technical assistance for electric school bus (“ESB”) fleet deployment projects through this Request for Proposals (“RFP”).

Through this RFP, MassCEC seeks applications from:

- **Massachusetts public school districts as sole applicants;**
- **Public school districts partnered with a private school bus transportation contractor; OR**
- **Private school bus transportation contractors (school bus service providers, Original Equipment Manufacturers (OEMs), and private school bus fleets that provide student transportation services) partnered with Massachusetts public school districts.**

This RFP is intended to complement the 2023 EPA Clean School Bus Grant. MassCEC anticipates releasing a similar solicitation to complement the EPA Clean School Bus Rebate in Spring 2024.

The Fleet Deployment Program offers funding and optional technical assistance for ESB fleets serving their district. The ACT School Bus Fleet Deployment Program funding is intended to amplify the federal Environmental Protection Agency (“EPA”) Clean School Bus Program¹ 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 Fleet Deployment Program will offer flexible funding for projects and provide school districts and partnered private school bus contractors with specialized project management support and optional technical assistance relative to school bus fleet electrification technology, operation, and financial planning as needed.

MassCEC anticipates that projects awarded under the Fleet Deployment Program will:

- Electrify a significant portion of their existing fleet (a minimum of three (3) 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.

¹ [EPA Clean School Bus](#)

The ACT School Bus Fleet Deployment Program will prioritize applications from school districts who have been awarded EPA’s Clean School Bus Grant funding (see Attachment A for a comprehensive list of Massachusetts EPA priority districts).

In December 2022, MassCEC awarded six (6) public school districts² across the Commonwealth under the first round of the ACT School Bus Fleet Deployment Program. These six (6) school districts are currently receiving MassCEC funding and technical assistance from MassCEC’s hired Technical Consultant. It is the intention of MassCEC to continue ACT School Bus Fleet Deployment Programming through this RFP for the ACT School Bus Fleet Deployment Program. In addition to aiming to achieve the same goals outlined in the first round of the ACT School Bus Fleet Deployment Program, this second round will incorporate learnings from round one as the 2022 Projects progress.

Applicants should note that funding awarded pursuant to this RFP consists of certain federal funding made available to the Commonwealth of Massachusetts through the American Rescue Plan Act of 2021 (“ARPA”). Please see Section XI below, regarding contracting requirements for more information.

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 ACT School Bus Fleet Deployment Program concentrates on equity goals, with an aim to close health and economic disparities. The Program 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 [December 2022 press release](#)

The second round of ACT School Bus Fleet Deployment programming will take learnings from three (3) ongoing school bus electrification grants under MassCEC’s Accelerating Clean Transportation Now (ACTNow) Program³ and from the first round of ACT School Bus Fleet Deployment programming.

Awarded Projects will demonstrate replicable adoption models as well as business and service delivery deployment models. With the option to work with MassCEC’s hired 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.

IV. ESTIMATED TIMELINE

ACT School Bus is intended to complement federal EPA’s Clean School Bus Program. Thus, the ACT School Bus Deployment timeline follows the EPA Clean School Bus timeline and is subject to change at MassCEC’s discretion.

Release of NOI	May 2023
Release of RFP	November 6, 2023
Webinar hosted by MassCEC	November 30, 2023
Questions due to MassCEC via email to CleanTransportation@MassCEC.com	December 4, 2023
Questions with Answers Posted to MassCEC Website	December 11, 2023
Proposals Due	January 11, 2024*
Interviews of Top Applicants	January – February 2024
Notification of Award	February – March 2024

³ Accelerating Clean Transportation Now (ACTNow) Programming supports clean transportation initiatives that help reduce the cost and advance the market for low carbon transportation technologies across the Commonwealth. For more information on ACTNow, please read the [September 2020 press release](#).

*Per the EPA Clean School Bus Grant Program timeline, EPA intends to announce Clean School Bus awards between November 2023 and January 2024. If MassCEC learns that EPA intends to conclude award announcements prior to January 2024, MassCEC may shift the application due date to remain in line with the EPA Clean School Bus award decision timeline, with ample notice to applicants.

V. AWARD OVERVIEW

MassCEC anticipates making at least one (1) and up to three (3) awards under this RFP. The total number of awards will depend on the amount of available funding relative to 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, including EPA Clean School Bus funding. While receipt of additional funding is neither a requirement for eligibility nor precludes a project from eligibility, this disclosure is important to inform if MassCEC funding is being used to increase the scale of the proposed deployment or ensure ongoing sustainability of the Project. Applicants should note that the intent of the ACT School Bus Deployment Program is to ensure the success of EPA Clean School Bus projects, and that prior MassCEC ACT School Bus Deployment grants have been awarded synergistically with EPA funding. However, receipt of EPA Clean School Bus funding is not a requirement for award under this RFP and MassCEC will consider Applicants who have not received Clean School Bus awards. Additionally, MassCEC requires Applicants to identify whether they will need technical assistance from MassCEC’s Technical Consultant and/or whether they expect to receive technical support separate from the Program offerings. *Note that all Grantees will be expected to collaborate with and provide relevant fleet data to the Technical Consultant. See Attachment F, the Sample Grant Agreement, for examples of deliverables that will be completed in coordination with the Technical Consultant.*

Selected Applicants will receive:

- Up to Two Million Five Hundred Thousand Dollars (\$2,500,000) per recipient for ESB deployment and associated Project costs; and
- Access to a Technical Consultant.

For Applicants that identify the need for technical assistance from MassCEC, the Technical Consultant will provide support for awarded school districts and partnered private school bus contractors to strategize for ESB fleet deployment, procurement, installation of required upgrades and equipment, and for the first six (6) months of ESB operation. For all Applicants, including Applicants who do not require project support from a Technical Consultant, the Technical Consultant will perform required data collection and reporting back to MassCEC. **Please see Section VII, How to Apply, for information on how to contact the Technical Consultant for application support.**

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

Funding for ACT School Bus comes from the Climate Trust as well as federal American Rescue Plan Act (“ARPA”). MassCEC will work with Awardees to determine which portions of the Grant Agreement

MassCEC will pay through ARPA funding to ensure that Awardees are compliant with any stacking restrictions from Clean School Bus or other funding sources.

Applicant Eligibility

Eligibility for the ACT School Bus Fleet Deployment Program mirrors eligibility criteria for EPA's 2023 Clean School Bus Grant Program. Eligible Applicants for the ACT School Bus Fleet Deployment Program include:

1. Public school districts that are eligible under EPA's Clean School Bus Program. This includes Massachusetts public school districts, including charter schools, that have an [NCES District ID](#); and
2. Private school bus transportation contractors that are eligible under EPA's Clean School Bus Program;⁴ school bus service providers, Original Equipment Manufacturers (OEMs), and private school bus fleets that provide student transportation services. Note that private school bus contractors can only apply on behalf of their associated Massachusetts public school district(s).

ACT School Bus will give preference to applications that include school districts on the 2023 EPA Clean School Bus Grant Program priority list (see Attachment A). ACT School Bus will also give preference to applications that include school districts that have not received a previous ACT School Bus Fleet Deployment Grant award. While eligibility is not limited to these districts, a major focus of the Deployment Program is to enable and leverage the successful deployment EPA Clean School Bus projects. Thus, MassCEC has determined that it would be most impactful to focus on EPA-awarded districts.

Allowable Expenses

MassCEC deployment funding is flexible and is intended to cover any gaps that will not be funded by the EPA Clean School Bus Grant 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
- If applicable, 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.

⁴ Page 13 of the EPA Clean School Bus Program Notice of Funding Opportunity defines eligible private school bus transportation contractors as "any for-profit, not-for-profit, or nonprofit entity that has the capacity (1) to sell, lease, license, or contract for service clean school buses, ZE school buses, charging or fueling infrastructure, or other equipment needed to charge, fuel, or maintain clean school buses or zero-emission school buses, to individuals or entities that own, lease, license, or contract for service a school bus or a fleet of school buses; or (2) arrange financing for such a sale, lease, license, or contract for service. This group generally includes school bus dealers, Original Equipment Manufacturers (OEMs), school bus service providers, and private school bus fleets that provide student transportation services."

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
- General 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 grants, other federal funds, state grants and rebates, 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;
- If applicable, 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 Clean School Bus Grant timelines; and
- Adhere to all of MassCEC’s reporting requirements throughout the fleet deployment process.

VI. HOW TO APPLY

MassCEC expects Applicants to partner with the Technical Consultant for support throughout the ACT School Bus Fleet Deployment Program application process. The Technical Consultant will help Applicants explore the technical and financial feasibility of electrification at possible ESB depot locations. The Technical 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.

To connect with the Technical Consultant for application support, please reach out to the following contact:

Jonathan Ells, Senior Project Manager, jonathan.ells@erg.com

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 B: Authorized Applicant's Signature and Acceptance Form
- Attachment C: Application Form
- Attachment D: Proposed Budget, available as an editable excel on the [MassCEC website](#).
- Attachment E: Basic Proposed Site Plan(s)

Attachments for Applicant Review

- Attachment A: List of EPA Clean School Bus Priority Applicants
- 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 January 11, 2024. MassCEC will not accept responses past the deadline.

VII. 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, and, if applicable, the Technical Consultant and private school bus contractors 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 resource constraints 2. Demonstration of Applicant Team collaboration and competency

VIII. 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 **December 4, 2023**. Answers will be posted publicly to the ACT School Bus webpage on **December 11, 2023**.

MassCEC will host an informational webinar on the ACT School Bus Fleet Deployment Program on Thursday, November 30, 2023 at 12PM EST. [Please register here](#). Questions submitted in advance will be answered during the webinar.

MassCEC intends to host several office hour sessions to address questions while the RFP is open. Please refer to the ACT School Bus webpage for dates.

IX. 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.

PLEASE NOTE: as a consequence of ARPA funding, there are federal pass-through requirements in the Sample Agreement in Attachment F that are unique to ARPA funding. Applicants are strongly encouraged to review all relevant provisions in the Sample Agreement in Attachment F.

ATTACHMENT A: LIST OF EPA CLEAN SCHOOL BUS PRIORITY APPLICANTS

Boston
Chelsea
Chicopee
Fall River*
Fitchburg
Gosnold
Holyoke
Lawrence*
New Bedford*
Orange
Revere
Southbridge
Springfield
Up-Island Regional
West Springfield
Worcester

*These school districts received Clean School Bus Rebate awards and ACT School Bus Fleet Deployment Grants in 2022.

ATTACHMENT B: AUTHORIZED APPLICANT’S SIGNATURE AND ACCEPTANCE FORM

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

This RFP is intended to complement the 2023 EPA Clean School Bus Grant. MassCEC anticipates releasing a similar solicitation to complement the EPA Clean School Bus Rebate in Spring 2024.

To connect with the Technical Consultant for application support, please reach out to the following contact: Jonathan Ells, Senior Project Manager, jonathan.ells@erg.com

1. Applicant Information: School District as the Primary Applicant (please fill out either Question 1 OR Question 2, depending on the Primary Applicant)

(Optional) In place of filing out the table below, Applicants who have submitted applications for the EPA Clean School Bus Program may submit their completed [2023 Clean School Bus Key Contacts Sheet](#).

School District:	
Current transportation provider name (if applicable):	
Current transportation provider contact information (if applicable):	
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. Applicant Information: Private School Bus Contractor as the Primary Applicants (please fill out either Question 1 OR Question 2, depending on the Primary Applicant)

(Optional) In place of filing out the table below, Applicants who have submitted applications for the EPA Clean School Bus Program may submit their completed [2023 Clean School Bus Key Contacts Sheet](#).

Contractor:	
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Associated school districts(s):	
Lead school bus contractor contact person, position, and contact information (email and phone number):	
Massachusetts school district contact person, position, and contact information (email and phone number):	
If applicable, Massachusetts school district 2 contact person, position, and contact information (email and phone number):	
If applicable, Massachusetts school district 3 contact person, position, and contact information (email and phone number):	
If applicable, Massachusetts school district 4 contact person, position, and contact information (email and phone number):	

3. EPA Clean School Bus Grant Program.

Have you applied for EPA’s Clean School Bus Grant program (Yes/No)

Have you been awarded funding (Yes/No)?

If you have been awarded funding, please describe the awarded amount and scope.

If applicable, please list any other external funding that you have leveraged or plan to leverage to support the proposed project activities. If you have been awarded funding, please indicate the award amount and scope of work associated with these funds.

4. EPA Clean School Bus Program Requirements. In alignment with EPA’s Clean School Bus Grant, 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 2022-2023 school year at the time of applying, excluding COVID or disaster-related school closures. It will be required that vehicle model year 2010 or older diesel-powered school buses determined for replacement be scrapped if your project is selected for award. If a school district only has 2011 or newer internal combustion engine buses, these buses must be scrapped, sold, or donated.

Applicants who have submitted applications for the EPA Clean School Bus Program should submit their completed [2023 Clean School Bus Fleet Sheet](#). Please identify the funding source for each replacement bus in the Fleet Sheet (EPA, MassCEC, or other school/subcontractor contribution).

Applicants who have not completed the Clean School Bus Fleet Sheet should complete the [2023 Clean School Bus Fleet Sheet](#) for this application and identify the funding sources for each replacement bus. 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.

- 5. EPA Clean School Bus Grant Program Requirements.** To ensure electric buses are deployed within the timeframe of ACT School Bus and EPA’s Clean School Bus Grant program, school districts will be required to create, submit, and follow a Workplan and Project timeline. Recipients must agree to create and carry out the Project in accordance with the Final Workplan.

Applicants that have applied to the 2023 EPA Clean School Bus Grant Program should attach their submitted Clean School Bus Workplan, including a proposed timeline for completing key milestones.

Applicants that have not applied to the 2023 EPA Clean School Bus Grant Program should submit a proposed Project timeline, outlining key milestones such as:

- *electric bus and charger procurement timelines;*
- *bus and charger delivery timelines;*
- *construction timeline;*
- *installation timeline; and*
- *operations period.*

- 6. Existing School Bus Service.** Please provide a one to two sentence response to each of the questions below.

What is the maximum number of buses in service each day?

How many 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 (i.e., 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 contractors, 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 school bus procurement processes (detailed in question 6) for electric school buses. For private school bus transportation contractors, please describe the ways in which you will alter your existing school bus procurement processes for electric school buses. *MassCEC encourages Applicants to work with the Technical Consultant to form a comprehensive response to this question.*

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 may differ for ESBs in comparison to existing buses. Letters of Support are encouraged.

10. ESB Operation. MassCEC and the Technical Consultant will be supporting school districts and private school bus contractor 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 private school bus contractors and drivers, and securing necessary approvals from key decision-makers.

Please describe how the operation, maintenance, and management of ESBs may differ in comparison to existing school buses. (one to two paragraphs).

**MassCEC encourages Applicants to work with the Technical Consultant to form a comprehensive response to this question.*

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 specify any funding amounts and sources anticipated for this project. 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 D (Proposed Budget).

If applicable, please list any project partners including subcontractors, private school bus contractors, electric school bus dealers, etc. If you are receiving funding from any of these project partners, please be sure to indicate their contributions as cost share in Attachment D.

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).

(Optional) Applicants that are applying for electric buses and charging infrastructure may provide documentation, such as the [Utility Partnership Template](#), as additional demonstration of robust engagement with their utility.

** MassCEC encourages Applicants to work with the Technical Consultant to form a comprehensive response to this question.*

13. Site Selection. To the best of your abilities, 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).

Per Attachment E, a professional site plan is neither expected nor required. If your site selection and proposed plan are still in development, please indicate this in your response.

**MassCEC encourages Applicants to reach out to the Technical Consultant for support with this question*

14. MassCEC Technical Consultant. Please indicate whether you are interested in receiving assistance from MassCEC's hired Technical Consultant (Yes/No).

Note that all Grantees must adhere to project requirements, including those associated with Technical Consultant collaboration. Applicants that would like additional support beyond the baseline support outlined in this RFP and in Attachment F, the Sample Grant Agreement, should indicate what additional support you would like to receive.

**Reach out to the Technical Consultant to learn how they can support you*

15. Additional Technical Support. Please indicate whether you anticipate receiving technical support for this project separate from Program offerings. This includes in-house support, external consultants, private school bus contractors, and electrification-as-a-service model options. If so, please outline your expectations for the types of services these entities will offer (*maximum 1 paragraph*).

16. 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*).

17. 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. Please indicate whether you are, or applying on behalf of, a 2023 EPA Clean School Bus Grant Program Massachusetts priority district.

Review of Attachment F: Sample Grant Agreement
Have you reviewed the sample grant agreement and ARPA requirements in Attachment F? (Required) <input type="checkbox"/> Yes
Are there any changes to this template contract agreement that would be necessary before the Applicant could sign the contract? (Note: MassCEC has limited ability to change our contract terms.) <input type="checkbox"/> No <input type="checkbox"/> Yes. If so, please elaborate below and/or provide an annotated version of Attachment F with your application. Click or tap here to enter text.

ATTACHMENT D: PROPOSED BUDGET

Applicants are expected to fill out the Proposed Budget Template, available on the MassCEC [ACT School Bus Fleet Deployment website](#), and attach an **editable**, completed version in the proposal.

ATTACHMENT E: PROPOSED SITE PLAN(S)

Applicants are expected submit proposed site plan(s) as attachments in the proposal. **Note that a professional site plan is neither expected nor required.**

ATTACHMENT F: SAMPLE AGREEMENT

****DO NOT FILL OUT, FOR REFERENCE ONLY****

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];

WHEREAS, MassCEC has been allocated certain funding made available to the Commonwealth of Massachusetts through the American Rescue Plan Act of 2021 (“ARPA”);

WHEREAS, MassCEC has determined it will use a portion of its ARPA funding in support of its Accelerating Clean Transportation School Bus (“ACT School Bus”) Fleet Deployment Program (the “Program”);

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:

1. 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.
- f. Grantee shall submit reports to MassCEC in a format prescribed by MassCEC as requested by MassCEC for purposes of compliance with ARPA.
- g. Grantee's Representations, Warranties, and Certifications:

(i) Grantee shall not enter into an agreement with any subcontractor or vendor listed as debarred or suspended on the debarment lists maintained by the Commonwealth of Massachusetts' Division of Capital Asset Management and Maintenance, the Department of Transportation, the Department of Industrial Accidents, the Office of the Attorney General, and the Federal Government (collectively, the "Lists") for any portion of the Scope of Work to be funded utilizing funding paid hereunder by MassCEC. Grantee shall review the Lists before entering an agreement with any contractor or vendor associated with the Scope of Work.

(ii) There are no actions, suits, proceedings, adverse findings or investigations pending or, to the knowledge of the Grantee or its Subsidiaries (as defined below), threatened, anticipated or contemplated (nor, to the knowledge of the Grantee or its Subsidiaries, is there any basis therefor) against or affecting the Grantee or its Subsidiaries before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which could prevent or hinder the consummation of the transactions contemplated hereby or call into question the validity of this Agreement, any of the related documents or any other instrument provided for or contemplated by this Agreement or any action taken or to be taken in connection with the transactions contemplated hereby or thereby. As used in this Agreement, the term "Subsidiary" means any corporation or other entity of which the Grantee and/or any of its Subsidiaries directly or indirectly owns, or has the right to control or direct the voting of, fifty percent (50%) or more of the outstanding capital stock or other ownership interest having general voting power (under ordinary circumstances) or any non-stock corporation or other entity without capital stock as to which Grantee and/or any Subsidiary of Grantee constitutes a majority of the members or holds a majority of the voting power.

(iii) Grantee and its Subsidiaries are not in violation of any material term of their Charters, bylaws or other organizational documents as now in effect. Grantee and its Subsidiaries are not in violation of any material term of any mortgage, indenture, judgment, decree or order, or any other material instrument, contract or agreement applicable to Grantee or its Subsidiaries the violation of which would be reasonably likely to have a material adverse effect on Grantee.

(iv) Grantee has not received financial assistance from the Federal Government, or any other office, agency, or instrumentality of the Commonwealth, or any municipality or subdivision thereof related to the Project such that Grantee would be receiving a duplication of the benefit received through the Grant and the total assistance received by Grantee in addition to the Grant to complete the Scope of Work exceeds Grantee's total need to complete the Scope of Work.

(v) Grantee shall not use any portion of the Grant for: (i) rain day funds; (ii) pension funds; (iii) debt service; or (iv) any activity which could be construed as undermining efforts to stop the spread of COVID-19. Grantee shall maintain financial records relating to the receipt and expenditure of the Grant in accordance with the terms of this Agreement for a period of seven (7) years from receipt of final payment hereunder.

2. 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.

3. Grant Amount; Payment; ARPA Restrictions; Rescission

- a. *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. The source of a portion of the Grant is the Federal American Rescue Plan Act of 2021 (“ARPA”), which allocated certain fiscal recovery funds to the Commonwealth, and, in accordance with ARPA, the U.S. Department of Treasury’s regulations and other requirements, additional terms and conditions to this Agreement required pursuant to ARPA are identified in the addendum to this Agreement attached as Attachment 5. The addendum at Attachment 5 is subject to change if MassCEC determines, in its sole discretion, that revisions are required to maintain compliance with rules, regulations, and provisions for contracts involving ARPA funds.
- b. *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).
- c. Grantee acknowledges that the Grant is comprised, in part, of funds from ARPA, and that pursuant to restrictions imposed by ARPA, in no event shall Grantee be entitled to receipt of payment from MassCEC after **December 21, 2026** for performance of the Scope of Work pursuant to this Agreement. In order to facilitate disbursement of the Grant in a timely fashion, in no event shall Grantee be permitted to submit invoices to MassCEC seeking reimbursement for performance of the Scope of Work after **July 1, 2026**.
- d. *Rescission.* If Grantee materially breaches any term of this Agreement, in addition to the ability to terminate this Agreement in its entirety as set forth in Section 8(a), MassCEC shall have the right to:
 - i. Suspend or terminate disbursement of the Grant in whole or in part;
 - ii. Require Grantee to repay any portion of the Grant not obtained or expended in substantial compliance with this Agreement; or

- iii. Exercise any other right or remedy available to MassCEC, including, without limitation, at law or in equity.

Notwithstanding the foregoing, 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 rights identified above. 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.

4. 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.

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.

6. Publicity; Use of Name

- a. 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.

- b. 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.

7. 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. Grantee's use of Grant funds shall be limited to the purposes set forth in the Project Budget.
- 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Indemnification

- a. 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.
- b. 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.

- c. 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.

15. Public Records and CTHRU

As a public entity, MassCEC is subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66 (the "Public Records Law"). 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.

16. 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.

17. 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.

18. 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.

19. Choice of Law and Forum; Arbitration; Equitable Relief

- a. This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to its conflict of laws principles. Any dispute arising out of or relating to this Agreement or its breach, termination, or invalidity, whether before or after termination of this Agreement, if not resolved by negotiation among the Parties within thirty (30) days after such dispute is raised by either Party in writing, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over this Agreement. Any such arbitration will be conducted in or near Boston, Massachusetts. The prevailing Party shall be entitled to receive from the other Party its reasonable attorney’s fees and costs incurred in connection with any action, proceeding, or arbitration under this subsection.
- b. This section shall not be construed to limit any other legal rights of the Parties. Each Party acknowledges and agrees that any breach or threatened breach of this Agreement by the other Party may result in substantial, continuing, and irreparable damage to the first Party. Therefore, before or during any arbitration, either Party may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction, where such relief is necessary to protect its interests pending completion of the arbitration proceedings.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 – Deadline, Reporting, and Data Sharing Requirements

Attachment 3 – Cost Share and Expenditure Certification

Attachment 4 – Project Budget

Attachment 5 – Coronavirus State Fiscal Recovery Fund (FRF)

Contract Addendum

[Remainder of Page Intentionally Blank]

In witness whereof, the Parties have caused this Agreement to be executed and delivered by their duly authorized officers 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

The Project Team will collaborate with the MassCEC ACT School Bus Deployment Technical Consultant, Eastern Research Group (“ERG” or the “Technical Consultant”) on Project design, deployment, and reporting on Project outcomes. ERG is a consulting firm with extensive experience working on school bus electrification planning and deployment projects. ERG will be supported by three (3) subcontractors to assist with project operations: CALSTART, a national non-for-profit, will assist with fleet assessment and screening; Arup, an engineering and design firm, will lead infrastructure planning efforts; and Harris Miller Miller & Hansen Inc. (HMMH), an environmental and transportation planning company with a focus on air quality analysis, will evaluate the noise pollution benefits of school bus electrification. The Project Team will be expected to provide any necessary fleet data for analysis, provide operational data, and communicate regularly with MassCEC and the selected Technical Consultant Team. At a minimum, the Project is expected to consist of the following:

- deployment of electric school buses and associated infrastructure;
- preparation of depot site(s) for full-fleet electrification; and
- demonstrate a viable plan for full-fleet electrification.

[briefly describe Grantee]

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 FROM ACT SCHOOL BUS FLEET DEPLOYMENT ROUND ONE GRANTS

Task Name	Task Number	Milestone/Deliverable	Completion Date [TBD]	Payment Amount [TBD]
Kickoff Meeting	1	Participate in a Kickoff Meeting with MassCEC, the Technical Consultant, Project partners, and other relevant stakeholders to discuss Project structure and plan		
Monthly Meetings	2	Attend Monthly Meetings with MassCEC, the Technical Consultant, Project partners, and other relevant stakeholders. Grantee will include		

ACT School Bus Fleet Deployment

		updates on utility coordination alongside the Monthly Meetings in a single slide or via email		
Finalized Workplan Execution	3	Workplan Execution in coordination with the Technical Consultant		
Request for Proposal	4	RFP or IFB for electric school bus and EVSE procurement, including the issued bid specifications and any addenda. OR self-certification letter outlining proof of electric school bus procurement to be sent to MassCEC and the Technical Consultant for prior approval		
Project Readiness	5A	Documentation of EPA Clean School Bus Payment Request Forms with Electric School Bus Purchase Orders, in accordance with EPA Clean School Bus guidelines		
	5B	Documentation of EPA Clean School Bus Payment Request Forms with charging station Purchase Orders, in accordance with EPA Clean School Bus guidelines		
	5C	Grantee sign-off on the Technical Consultant's Deployment and Operations Plan, which will outline daily procedures for electric school bus operations, including driver best practices, charging schedules, and training recommendations. Documentation of contracts with subcontractor(s), if applicable		
	5D	Construction Plan to be submitted by Grantee or by sub-contractor. Grantee will include the Technical Consultant's insights from the first Construction Management Meeting the Technical Consultant's proposed milestone activities for adoption.		
	5E	Documentation of services upgrade(s), relevant Street Opening or other permits, and utility interconnection agreements as applicable; if none are applicable, Grantee must submit self-certification to MassCEC stating that no such work was necessary to complete this project.		
Task 5 Total				\$
Finalized Site Plans	6	Grantee sign-off on the Technical Consultant's Finalized Site and Operations Plan		
Construction	7	Two (2) Construction Management Meetings with the Technical Consultant,		

ACT School Bus Fleet Deployment

		Project partners, and other relevant stakeholders		
Reporting	8A	Monthly Cohort Meetings with MassCEC, the Technical Consultant, Project partners, and other relevant stakeholders. Provide updates including key Project insights		
	8B	Documentation of bus scrappage or donation, in accordance with EPA Clean School Bus guidelines, in the form of pictures or a signed letter by the salvage yard representative		
	8C	Documentation of EPA Clean School Bus Close-Out Forms		
Task 8 Total				\$
Commissioning	9A	Re-submission of proposed Project Budget upon conclusion of electric school bus delivery, site construction and charging station installation		
	9B	Documentation of commissioned electric school bus parking and electric school bus charging sites in the form of pictures		
	9C	Documentation of electric school bus delivery in the form of pictures		
	9D	Documentation of charging station installation in the form of pictures		
	9E	Confirmation of In-person or online driver and mechanic training		
	9F	Confirmation of In-person safety testing, including practice rides		
	9G	Commissioning Report that demonstrates the implementation of findings from the Technical Consultant's Commissioning Plan		
Task 9 Total				\$
Final Reporting	10	Interview with MassCEC, the Technical Consultant, Project partners, and other relevant stakeholders presenting a summary of Project outcomes, including recommendations for the success of future Electric School Bus deployment projects. Interview will be made available to external stakeholders		

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 – Deadline, Reporting, and Data Sharing Requirements

Please note that failure to adhere to these requirements may result in early termination of the Agreement between MassCEC and the Grantee.

Section 1: Deadlines

Grantee will meet all Project deadlines, including EPA Clean School Bus Rebate deadlines. If EPA grants extensions on Clean School Bus Rebate deadlines, then Grantee may request comparable extensions for this Grant Agreement and MassCEC will endeavor to accommodate Grantee’s request.

Section 2: Reporting

Grantee will adhere to all the reporting requirements set forth by MassCEC and the hired Technical Consultant Team throughout the Project period, as outlined in Attachment 1, Scope of Work.

Section 3: Data Sharing

School Bus Fleet Data Sharing: Grantee will share, to the extent possible, fleet data as requested by the Technical Consultant Team. This will include, at a minimum, all data necessary for the Technical Consultant Team to complete technical and financial analyses.

Data Status Updates: Grantee will share, to the extent possible, all known updates on fleet data throughout the Project period.

Attachment 3— 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 _____

Attachment 5

Funding for ACT School Bus comes from the Climate Trust as well as federal American Rescue Plan Act (“ARPA”). MassCEC will work with Awardees to determine which portions of the Grant Agreement MassCEC will pay through ARPA funding to ensure that Awardees are compliant with any stacking restrictions from Clean School Bus or other funding sources.

Coronavirus State and Local Fiscal Recovery Fund (FRF) Contract Addendum
(Assistance Listing Number 21.027)

Notice: The agreement (“Contract”) between **[INSERT GRANTEE]** (“Contractor”) and the Massachusetts Clean Energy Technology Center (“MassCEC”) to which this addendum is attached or otherwise incorporated is funded, in whole or in part, using federal assistance provided to the Commonwealth of Massachusetts by the U.S. Department of the Treasury under Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”), which established the Coronavirus State Fiscal Recovery Fund (“FRF”).

In accordance with ARPA, the U.S. Department of the Treasury’s regulations implementing the FRF (31 CFR Part 35), the [Award Terms and Conditions](#), and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, the following terms and conditions apply to the Grantee in connection with its performance of the Contract.

These terms and conditions are in addition to, and in no way limit or alter, the other terms, conditions, rights, and remedies set forth in or applicable to the Contract, including those set forth in the Commonwealth of Massachusetts Standard Contract Form (attached to this addendum as [Attachment 1](#)) by and between MassCEC and the Executive Office for Administration and Finance, and Commonwealth Terms and Conditions (attached to this addendum as [Attachment 2](#)). In the event of any conflict among the requirements applicable to the Contract, the most stringent requirements will apply.

1. Eligible Costs.

- a. The Contractor agrees to incur only those costs that are necessary, reasonable, and directly allocable for the purpose of completing the contracted project or program.
- b. Indirect costs are not an eligible use of funds received under this Contract.
- c. Costs may be incurred only during the period of this Contract.

2. Financial Management.

- a. Contractor may not deviate significantly from its established policies and practices regarding the incurrence of costs.

3. Suspension and Debarment (Executive Orders 12549 and 12689).

- a. This Contract is funded through payments received by the Commonwealth of Massachusetts from the FRF. FRF funds are subject to 2 CFR Part 200 and U.S. Department of the Treasury’s implementing regulations at 31 CFR Part 19. The Contract is a covered transaction for purposes of such regulations.
- b. As such, the Contractor is required to verify, and by executing this Contract the Contractor hereby certifies, that neither it nor any of the Contractor’s principals are excluded, disqualified, or otherwise ineligible (as such terms are defined at 31 CFR Part

19, Subpart I) for participation in a covered transaction. Such parties are ineligible if listed on the government-wide Excluded Parties List System in the System for Award Management (SAM) in accordance with 2 CFR Part 180 and U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19 that implement Executive Orders 12549 and 12689, "Debarment and Suspension."

- c. The Contractor must comply with 31 CFR Part 19, subpart C, and shall include a requirement to comply with these requirements in any lower tier covered transaction it enters into under this award.
- d. The Contractor shall have an ongoing duty during the term of this Contract to disclose to MassCEC on an ongoing basis any occurrence that would prevent the Contractor from making the certifications contained in this Section 1. Such disclosure shall be made in writing to MassCEC within five (5) business days of when the Contractor discovers or reasonably believes there is a likelihood of such occurrence. This certification is a material representation of fact relied upon by MassCEC. If it is later determined that the Contractor did not comply with 31 CFR Part 19, subpart C, in addition to remedies available to MassCEC, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216).

- a. Pursuant to 2 CFR §200.216, MassCEC is prohibited from using FRF funds to procure, obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- b. As described in Public Law 115-232, section 889, "Covered telecommunications equipment or services" is:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; and
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- c. The Contractor agrees that it shall not provide covered telecommunications equipment or services in the performance of this Contract.

ACT School Bus Fleet Deployment

- d. A compilation of prohibited telecommunications and video surveillance equipment and services entities may be found in the System for Award Management (SAM) excluded parties list.

5. Reporting Program Performance

- a. Contractor is responsible for the collection of performance information for services under this Contract in a format and using metrics defined by MassCEC.
- b. Contractor is responsible for the submission of such performance reports to MassCEC as required by the federal government.
- c. Contractor is responsible for the submission of such performance reports to MassCEC as required by the Commonwealth of Massachusetts, the Federal Funds Equity and Accountability Review Panel, the Massachusetts State Auditor, and the Massachusetts Inspector General.
- d. Contractor acknowledges that performance information for services under this Contract will be displayed publicly on a website published by the Commonwealth as required by Chapter 288 of the Acts of 2020, Chapter 102 of the Acts of 2021, and other related laws.
- e. Contractor shall take all reasonable steps necessary to protect personally identifiable information collected during the performance of services required by this Contract and prevent the submission or publication of such information.

- 6. Remedies for Contract Violation.** Should the Contractor violate of any of the terms of the Contract, MassCEC may pursue all available administrative, contractual, or legal remedies, as well as any applicable sanctions and penalties.

- 7. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** To the extent the Contract involves the employment of mechanics or laborers (as defined in 29 CFR Part 5 and including watchmen and guards) for any part of the contract work, the Contractor agrees to the following terms:
- a. *Overtime requirements.* The Contractor shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and any such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to

ACT School Bus Fleet Deployment

work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- c. *Withholding for unpaid wages and liquidated damages.* MassCEC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. *Records.* The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of MassCEC and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
- e. *Subcontracts.* The Contractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

8. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Contractor agrees to report each violation to MassCEC and understands and agrees that MassCEC will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include the above requirements in each subcontract exceeding \$150,000 financed in whole or in part with FRF funds.

9. Other Federal Environmental Laws and Regulations. The Contractor shall comply with all other applicable federal environmental laws and regulations.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

ACT School Bus Fleet Deployment

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into or amended. The making of this certification is a prerequisite for entering into or amending this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. Non-Discrimination. The Contractor shall comply with all applicable federal laws and regulations prohibiting discrimination including, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

12. Publications. To the extent the Contractor is authorized or directed to produce publications pursuant to this Contract, any such publications produced with FRF funds must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP1025 awarded to the Commonwealth of Massachusetts by the U.S. Department of the Treasury."

13. Maintenance of and Access to Records.

- a. The Contractor shall maintain records pertinent to the Contract in a manner consistent with 2 C.F.R. § 200.334.
- b. The Contractor shall make available to MassCEC, the U. S. Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers, or other records, including electronic records, of the Contractor that are pertinent to the Contract, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

16. Subcontractors. To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor agrees to incorporate all relevant provisions of this addendum into its written agreement with the subcontractor.

ACT School Bus Fleet Deployment

Attachment 1



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code:	
Legal Address: (W-9, W-4):		Business Mailing Address:	
Contract Manager:	Phone:	Billing Address (if different):	
E-Mail:	Fax:	Contract Manager:	Phone:
Contractor Vendor Code: VC		E-Mail:	Fax:
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number:	
<p align="center">___ NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>		<p align="center">___ CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <i>Prior</i> to Amendment: ____, 20 ____.</p> <p>Enter Amendment Amount: \$ _____. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p>	
<p>The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions</p>			
<p>COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.</p> <p><input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</p> <p><input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____.</p>			
<p>PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.</p> <p><input type="checkbox"/> 2. may be incurred as of ____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.</p> <p><input type="checkbox"/> 3. were incurred as of ____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of ____, 20____, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.</p>			

ACT School Bus Fleet Deployment

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____, Date: _____
(Signature and Date Must Be Captured At Time of Signature)

Print Name: _____.

Print Title: _____.

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____, Date: _____
(Signature and Date Must Be Captured At Time of Signature)

Print Name: _____.

Print Title: _____.

ACT School Bus Fleet Deployment

Attachment 2

[Commonwealth Terms and Conditions](#)

(review Commonwealth Terms and Conditions via the link above)