



Request for Proposals:  
Accelerating Clean Transportation School Bus  
(ACT School Bus)  
Fleet Deployment  
RFP Round 3

Date of Issue: April 22, 2024  
**Proposals Due: June 24, 2024**

All proposals must be submitted to:  
[CleanTransportation@MassCEC.com](mailto:CleanTransportation@MassCEC.com)

## I. SUMMARY

The Massachusetts Clean Energy Technology Center (“MassCEC”) Accelerating Clean Transportation School Bus (“ACT School Bus”) Fleet Deployment Program (the “Fleet Deployment Program”) offers funding and technical assistance for electric school bus (“ESB”) fleet deployment projects through this Request for Proposals (“RFP”).

**This RFP is intended to leverage other external funding as well as support priority and high-needs school districts. 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.**

**The Fleet Deployment Program offers funding and technical assistance for ESB fleets serving their district.** The ACT School Bus Fleet Deployment Program funding is intended to amplify federal funding such as the Environmental Protection Agency (“EPA”) Clean School Bus Program,<sup>1</sup> support electrification of school buses serving high-needs and priority districts, 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 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 their existing fleet size);
- install associated charging infrastructure;
- potentially prepare sites for full-fleet electrification; and
- demonstrate a viable plan for full-fleet electrification.

The ACT School Bus Fleet Deployment Program will prioritize applications from school districts which are on the EPA Clean School Bus priority districts list (see Attachment A for a comprehensive list of Massachusetts EPA priority districts) and other high needs school districts, including school districts that meet two (2) or more Environmental Justice (EJ) criteria,<sup>2</sup> Gateway Cities,<sup>3</sup> and rural-distant regions.

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<sup>1</sup> [EPA Clean School Bus Program](#)

<sup>2</sup> [EJ Populations in MA](#)

<sup>3</sup> [MA Gateway Cities](#)

Since 2022, MassCEC has been providing public school districts and private transportation providers with support under the ACT School Bus Fleet Deployment Program. Awardees 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. In addition to aiming to achieve the same goals outlined in prior rounds of the ACT School Bus Fleet Deployment Program, this round will incorporate learnings from past projects as they progress.

## II. ABOUT MASSCEC

MassCEC is a quasi-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 (collectively, the "Projects"). The ACT School Bus Fleet Deployment Program concentrates on equity goals, with an aim to close health and economic disparities. The Program addresses 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) or high-need districts in the selection criteria.

This round of ACT School Bus Fleet Deployment programming will take lessons learned from ongoing school bus electrification grants under MassCEC's Accelerating Clean Transportation Now ("ACTNow") Program<sup>4</sup> and from prior rounds of ACT School Bus Fleet Deployment programming.

Awarded Projects will demonstrate replicable adoption models as well as business and service delivery deployment models. By working with an expert technical support staff, awarded Projects will also surface key lessons learned 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 the Fleet Deployment Program will result in emissions reduction (both of

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<sup>4</sup> 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](#).

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

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

Release of RFP	April 22, 2024
<a href="#">Webinar</a> hosted by MassCEC	May 14, 2024
Questions due to MassCEC via email to <a href="mailto:CleanTransportation@MassCEC.com">CleanTransportation@MassCEC.com</a>	May 20, 2024
Questions with Answers Posted to MassCEC Website	May 28, 2024
Proposals Due	June 24, 2024*
Interviews of Top Applicants	July 2024
Notification of Award	July – August 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

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 federal funding such as EPA Clean School Bus. 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 EPA Clean School Bus awards. Additionally, MassCEC requires Applicants to identify 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 \$2M per recipient for ESB deployment and associated Project costs; and
- Access to a Technical Consultant.

The Technical Consultant will provide support for school districts and private transportation providers to strategize for ESB fleet deployment, procurement, installation of required upgrades and equipment, and for the first six (6) months of ESB operation.

Funding will be in the form of one (1) time awards administered by MassCEC. No follow-on funding is currently allocated for ESB fleet deployment assistance.

## VI. ELIGIBILITY

### Applicant Eligibility

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

1. Public school districts that are eligible under EPA's Clean School Bus Program. This includes Massachusetts public school districts, including charter schools, and that have an [NCES District ID](#); and
2. Private school bus transportation contractors that are eligible under EPA's Clean School Bus Program:<sup>5</sup> 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 EPA Clean School Bus Program priority list (see Attachment A), however eligibility is not limited to these districts. 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.

### Allowed Expenses

MassCEC deployment funding is flexible and is intended to cover any gaps that cannot be funded by the EPA Clean School Bus 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;

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<sup>5</sup> EPA Clean School Bus Program Guide 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."

- Depot construction costs;
- Installation costs; and
- School District or municipal staff time coordinating with the Program’s Technical Consultant.
  - Staff time at entities other than school districts or municipalities may be funded at MassCEC’s sole discretion and applicants may be requested to provide specific justification as to the role of and need for MassCEC funding for this purpose.

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

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

Budget and Cost Share

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

Project Requirements

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

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

**VII. HOW TO APPLY**

MassCEC Program staff will be available to answer questions that may arise related to how to fill out and complete the application; however, 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: 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](mailto:CleanTransportation@MassCEC.com). “ACT School Bus Fleet Deployment Program Application” must appear in the email subject. Applicants are also welcome to attach Letters of Support from key decision-makers or committees.

**Completed applications must be received no later than 4:00 PM EDT on **June 24, 2024**. MassCEC will not accept responses past the deadline.**

## VIII. SELECTION CRITERIA

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

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

**IX. CONTACT INFORMATION FOR QUESTIONS**

Application questions can be submitted via email to [CleanTransportation@MassCEC.com](mailto:CleanTransportation@MassCEC.com). “ACT School Bus Application Question” should appear in the subject line. Please submit questions by 4:00pm on **May 20, 2024**. Answers will be posted publicly to the [ACT School Bus webpage](#) on **May 28, 2024**.

MassCEC will host an informational webinar on the ACT School Bus Program on **May 14, 2024**. Please [registejnr 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 [solicitation webpage](#) for dates.

**X. GENERAL REQUEST FOR PROPOSALS CONDITIONS**



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## 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. If confidential information is submitted as part of the application and not clearly marked as confidential, such information may be made publicly available by MassCEC without further notice to the Applicant.

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## 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.

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## CONTRACT REQUIREMENTS

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

## ATTACHMENT A: LIST OF 2023 EPA CLEAN SCHOOL BUS PRIORITY APPLICANTS

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

\*These school districts received 2022 and 2023 Clean School Bus awards and/or ACT School Bus Fleet Deployment Round 1 or Round 2 Grants.

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 EPA Clean School Bus Funding.**

To connect with MassCEC staff for questions on how to complete the application, please email [CleanTransportation@masscec.com](mailto:CleanTransportation@masscec.com).

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

School District:	
Current private transportation provider name (if applicable):	
Current private transportation provider contact info:	
Lead school district contact person, position, and contact information (email and phone number):	
Additional school district or municipality contacts:	
School Street address:	
School District City / Town:	

**2. Applicant Information: Private School Bus Contractor as the Primary Applicants (please fill out either Question 1 OR Question 2, depending on the Primary Applicant)**

Contractor:	
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 Program.** Have you applied for EPA’s Clean School Bus program (*Yes/No*) and have you been awarded funding (*Yes/No*)? If you have been awarded funding, please describe the awarded amount and scope (i.e., number of buses and chargers awarded).
  
4. **EPA Clean School Bus Program Requirements.** In alignment with EPA’s Clean School Bus, 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 school year at the time of applying, excluding emergency related school closures. It will be required that model 2010 or older diesel-powered school buses selected for replacement be scrapped (with scrappage certification submitted) within ninety (90) days of receiving replacement bus. If a school district only has 2011 or newer internal combustion engine buses, these buses must be scrapped, sold, or donated within ninety (90) days of receiving a replacement bus.

*Applicants who have submitted applications for the EPA Clean School Bus Program should submit their completed [Clean School Bus Fleet Inventory Worksheet](#). 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 [Clean School Bus Fleet Inventory Worksheet](#) 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 Program Requirements.** To ensure electric buses are deployed within the timeframe of ACT School Bus and EPA’s Clean School Bus program, school districts will be required to submit an online payment request form to purchase the new buses and charging infrastructure within six (6) months of being selected.

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

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

7. **Existing School Bus Service.** Please provide a one (1) to two (2) sentence response to each of the following questions.

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?

8. **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.*

9. **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.*

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

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

11. **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).*

12. **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.*

13. **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 (1) to two (2) 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.*

14. **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.*

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 one (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 two (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.



## Review of Attachment F: Sample Grant Agreement

Have you reviewed the sample grant agreement in Attachment F? (Required)

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.)

No

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\*\***

### **SAMPLE 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**, [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.

#### **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; 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.
- 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 *[IF APPLICABLE: Cost Share and]* Expenditure Certification (Attachment 2). Grantee shall enroll in MassCEC’s Automated Clearinghouse (“ACH”) system to receive payment by completing the ACH enrollment form attached to this Agreement in Attachment *[insert #]* and submitting it to [Finance@masscec.com](mailto:Finance@masscec.com) at or before the submission of their first invoice. Any changes to the information in the ACH form must be submitted to [Finance@masscec.com](mailto:Finance@masscec.com) through an updated ACH enrollment form within thirty (30) days of any such change.
- c. *Rescission.* If Grantee materially breaches any term of the Agreement, in addition to the ability to terminate as set forth in Section 8(a), MassCEC shall have the right to rescind Grant payments; provided, however, that Grantee shall have the opportunity to cure such breach within thirty (30) days of the breach and if Grantee does so, MassCEC shall not exercise the right to rescind Grant payments. If Grantee becomes insolvent, makes an assignment of rights or property for the benefit of creditors, or files for or has bankruptcy proceedings instituted against it under the federal bankruptcy law of the United States, or if MassCEC reasonably believes that such an event is imminent, MassCEC, acting in its sole discretion, may rescind the remaining undisbursed portion of the Grant.

**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](mailto:))

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

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) email or other electronic transmission, (ii) courier, or (iii) first class mail, postage prepaid, addressed to the Project Manager listed in Section 4(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 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.
- d. [Include (d) and (e) together if applicable.] *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. [Only include if including (d)] *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 general administration, overhead, mark-ups, travel (either by Grantee or by subcontractors to Grantee), Grantee's own labor, 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](mailto: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](mailto: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. Grantee represents and warrants that Deliverables will not infringe on any copyright, right of privacy, or personal or proprietary rights of others.

## 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. [Note: this or similar language to be included where applicable consultant roles are part of the program] 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

[If you anticipate receiving confidential documents add] 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]

[If you do not anticipate receiving confidential documents add] As a public entity, MassCEC is subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. Grantee acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any particular document, material, data, or other information is exempt from or subject to public disclosure. Grantee agrees and acknowledges that it shall not send MassCEC any confidential or sensitive information under this Agreement.

**[Always include this paragraph]** 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 or will become registered and maintain good standing with the Secretary of State's Office of the Commonwealth of Massachusetts for the duration of the Term.

## **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 officers, directors, employees, agents, or assigns.

## **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:

- a. Attachment 1—Scope of Work
- b. Attachment 2 – Deadline, Reporting, and Data Sharing Requirements
- c. Attachment 3 – Cost Share and Expenditure Certification
- d. Attachment 4 – Project Budget
- e. Attachment 5 – ACH Enrollment Form

*[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.:**

ACT School Bus Fleet Deployment

**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 on Project design, deployment, and reporting on Project outcomes. 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 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		

ACT School Bus Fleet Deployment

		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.		
<b>Task 5 Total</b>				\$
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, 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		

ACT School Bus Fleet Deployment

		pictures or a signed letter by the salvage yard representative		
	8C	Documentation of EPA Clean School Bus Close-Out Forms		
<b>Task 8 Total</b>				\$
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		
<b>Task 9 Total</b>				\$
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 deadlines. If EPA grants extensions on Clean School Bus 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 \_\_\_\_\_

ACT School Bus Fleet Deployment

Attachment 4  
Project Budget



Attachment E: Proposed Budget ACT School Bus

Proposed Project Funding Sources

Source	Amount
EPA Clean School Bus	\$375,000.00
MassCEC ACT School Bus	\$1,000,000.00
School District or Applicant Contribution	\$50,000.00
.....	
.....	
.....	
<b>Total Project Funding</b>	

Costs - Direct Labor

Name and Title	Hourly Rate	Number of Hours	Funding Source(s)	MassCEC Grant Amount	Cost Share Amount	Total Cost
School Transportation Director			MassCEC, school contribution	\$7,000.00	\$5,000.00	\$12,000.00
School Business Administrator			school contribution		\$10,000.00	\$10,000.00
.....						
.....						
.....						
<b>Total Direct Labor</b>						

Costs - Subcontractors

Name and Title	Hourly Rate	Number of Hours	Funding Source(s)	MassCEC Grant Amount	Cost Share Amount	Total Cost
ABC Contractor: trenching			MassCEC	\$10,000.00		\$10,000.00
F Contractor: depot upgrade			MassCEC	\$20,000.00		\$20,000.00
.....						
.....						
.....						
<b>Total Subcontractors</b>						

Costs - Direct Materials & Other Costs

Material or Other Cost	Funding Sources	MassCEC Grant Amount	Cost Share Amount	Total Cost
Transformer Pads	MassCEC	\$200,000.00		\$200,000.00
12) Level 2 chargers	EPA		\$40,000.00	\$40,000.00
.....				
.....				
.....				
<b>Total Direct Materials &amp; Costs</b>				

ACT School Bus Fleet Deployment

**Attachment 5 – ACH Enrollment Form**

Please submit completed form to [Finance@masscec.com](mailto:Finance@masscec.com)

<b>Part I: Reason for Submission</b>		
New Enrollment	Change Enrollment	Cancel Enrollment
Document Included		
Voided Check	Bank Letter	

<b>Part II: Account Holder Information</b>
Account Holder Legal Name
dba Name
Legal Address Number, Street, Apartment/Suite Number
CityStateZip Code
Account Holder Tax Identification Number Employer Identification Number (EIN) Social Security Number (SSN)

<b>Part III: Financial Institution Information</b>		
Financial Institution Name		
Routing Number	Account Number	Account Type CheckingSavings
If this is an Enrollment Modification, you must include your old financial institution information or your request will be returned.		
Old Financial Institution Name		
Old Routing Number	Old Account Number	Old Account Type CheckingSavings

<b>Part IV: Vendor/Customer Information</b>	
This is the person we will contact for any questions regarding this ACH Authorization	
Contact Person's Name	Contact Person's Title
Contact Person's Phone	Contact Person's Email

ACT School Bus Fleet Deployment

**Part V: Authorization**

By signing below, I hereby certify that the account(s) indicated on this form is under my direct control and access; therefore, I authorize the Massachusetts Clean Energy Center to initiate, change, or cancel credit entries to the account(s) as indicated on this form.

For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

I affirm that payments authorized by this agreement are not to an account that is subject to being transferred to a foreign bank account

I affirm that payments authorized by this agreement are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Massachusetts Clean Energy Center has received written notification from either me or an authorized officer of the organization of the account's termination in such time and in such a manner as to afford MCEC a reasonable opportunity to act upon it.

Account Holder Authorized Signature	Print Name
Title	Date