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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b><br><br><b>Grant Agreement</b> | <b>GRANT NUMBER (FAIN):</b> 03D06724<br><b>MODIFICATION NUMBER:</b> 0<br><b>PROGRAM CODE:</b> 4A                                                                        | <b>DATE OF AWARD</b><br>08/13/2024                                                                                                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                           | <b>TYPE OF ACTION</b><br>New                                                                                                                                            | <b>MAILING DATE</b><br>08/16/2024                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                           | <b>PAYMENT METHOD:</b><br>ASAP                                                                                                                                          | <b>ACH#</b><br>PEND                                                                                                                                                                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                           | <b>RECIPIENT TYPE:</b><br>Independent School District                                                                                                                   |                                                                                                                                                                                             |
| <b>RECIPIENT:</b><br>DeKalb County Board Of Education<br>1701 Mountain Industrial Blvd<br>Stone Mountain, GA 30083-1027<br><b>EIN:</b> 58-6000227                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                           | <b>Send Payment Request to:</b><br>Contact EPA RTPFC at: rtpfc-grants@epa.gov                                                                                           |                                                                                                                                                                                             |
| <b>PROJECT MANAGER</b><br>Bernando Brown<br>5809 Memorial Drive<br>Stone Mountain, GA 30083<br><b>Email:</b> bernando_brown@dekalbschoolsga.org<br><b>Phone:</b> 678-676-1305                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                           | <b>EPA PROJECT OFFICER</b><br>Katherine Martin<br>61 Forsyth Street S.W.<br>Atlanta, GA 30303<br><b>Email:</b> Martin.Katherine.F@epa.gov<br><b>Phone:</b> 404-562-8866 | <b>EPA GRANT SPECIALIST</b><br>Zakiya Davis<br>Grants Management Section<br>61 Forsyth Street S.W.<br>Atlanta, GA 30303<br><b>Email:</b> davis.zakiya@epa.gov<br><b>Phone:</b> 404-562-8064 |
| <b>PROJECT TITLE AND DESCRIPTION</b><br>Clean School Bus Program<br>See Attachment 1 for project description.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                           |                                                                                                                                                                         |                                                                                                                                                                                             |
| <b>BUDGET PERIOD</b><br>04/01/2024 - 03/31/2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>PROJECT PERIOD</b><br>04/01/2024 - 03/31/2026                          | <b>TOTAL BUDGET PERIOD COST</b><br>\$ 20,139,250.00                                                                                                                     | <b>TOTAL PROJECT PERIOD COST</b><br>\$ 20,139,250.00                                                                                                                                        |
| <b>NOTICE OF AWARD</b><br><p>Based on your Application dated 08/22/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 20,139,250.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 20,139,250.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p> |                                                                           |                                                                                                                                                                         |                                                                                                                                                                                             |
| <b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                           | <b>AWARD APPROVAL OFFICE</b>                                                                                                                                            |                                                                                                                                                                                             |
| <b>ORGANIZATION / ADDRESS</b><br>U.S. EPA, Region 4<br>61 Forsyth Street<br>Atlanta, GA 30303-8960                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                           | <b>ORGANIZATION / ADDRESS</b><br>U.S. EPA, Region 4, Air and Radiation Division<br>R4 - Region 4<br>61 Forsyth Street S.W.<br>Atlanta, GA 30303                         |                                                                                                                                                                                             |
| <b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                           |                                                                                                                                                                         |                                                                                                                                                                                             |
| <b>Digital signature applied by EPA Award Official</b> Shantel Shelmon - Grants Management Officer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                           |                                                                                                                                                                         | <b>DATE</b><br>08/13/2024                                                                                                                                                                   |



## Budget Summary Page

| Table A - Object Class Category<br>(Non-Construction)              | Total Approved Allowable<br>Budget Period Cost |
|--------------------------------------------------------------------|------------------------------------------------|
| 1. Personnel                                                       | \$ 377,400                                     |
| 2. Fringe Benefits                                                 | \$ 0                                           |
| 3. Travel                                                          | \$ 0                                           |
| 4. Equipment                                                       | \$ 18,516,000                                  |
| 5. Supplies                                                        | \$ 0                                           |
| 6. Contractual                                                     | \$ 1,198,000                                   |
| 7. Construction                                                    | \$ 0                                           |
| 8. Other                                                           | \$ 36,000                                      |
| 9. Total Direct Charges                                            | \$ 20,127,400                                  |
| 10. Indirect Costs: 3.14 % Base MTDC                               | \$ 11,850                                      |
| 11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %) | \$ 20,139,250                                  |
| 12. Total Approved Assistance Amount                               | \$ 20,139,250                                  |
| 13. Program Income                                                 | \$ 0                                           |
| 14. Total EPA Amount Awarded This Action                           | \$ 20,139,250                                  |
| 15. Total EPA Amount Awarded To Date                               | \$ 20,139,250                                  |

## **Attachment 1 - Project Description**

This action approves an award in the amount of \$20,139,250 under the Infrastructure Investment and Jobs Act (IIJA) to Dekalb County School District. This agreement is to replace existing school buses with clean and zero emission (ZE) school buses. The activities include replacing 50 diesel buses with 50 zero-emission electric buses and 44 AC Level 2 and 6 DC Fast charging infrastructure. The new school buses will serve Dekalb County School District.

The anticipated deliverables include 50 new zero-emission buses, 50 new chargers for those buses, workforce development training for 75 bus drivers and 27 technicians, 6,708 children will be transported on these electric buses, bi-annual Demonstration Events for the community, annual public townhall meetings, and a partnership with local community-based organizations to support outreach and engagement. The expected outcomes include removing 76,322 gallons of diesel fuel from use each year will result in 1,708,086.36 pounds of CO<sub>2</sub> and 4,579,320 of nitrogen oxides (NO<sub>x</sub>) reduced, removing 1.82 short tons of NO<sub>x</sub>, .141 short tons of PM<sub>2.5</sub>, and 615 short tons of CO<sub>2</sub> annually, low income and environmental justice communities will benefit from improved air quality, reduce energy waste, reduce costs for fuel, reduce dependence on fossil fuels contributing to a more sustainable energy system, foster meaningful participation within the community and increase the public's awareness of zero emission buses and their infrastructure, and Dekalb County's resolution to transition to 100% clean energy by 2035. The intended beneficiaries include Dekalb County School District, serving over 100,000 students, and the local Dekalb communities.

No subawards are included in this assistance agreement.

## Administrative Conditions

### General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award. The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

### A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) and Davis.Zakiya@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): Zakiya Davis, 404-562-8064, Davis.Zakiya@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Katherine Martin, 404-562-8866, Martin.Katherine@epa.gov
- Payment requests (if applicable): Katherine Martin, 404-562-8866
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Katherine Martin, 404-562-8866

### B. New Recipient Training Requirement

The recipient agrees to complete the [EPA Grants Management Training for Applicants and Recipients](#) and the [How to Develop a Budget](#) training within 90 calendar days of the date of award of this agreement. The recipient must notify the Grant Specialist via email when the required training is complete. For additional information on this training requirement, the recipient should refer to [RAIN-2024-G01](#).

### C. Pre-Award Cost

In accordance with 2CFR 1500.9, the grantee may charge pre-award cost (both Federal and non-Federal matching shares) incurred from **April 1, 2024**, to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

# Programmatic Conditions

## Clean School Bus Programmatic Terms and Conditions

### **A. Performance Reporting and Final Performance Report**

#### **Performance Reports – Content**

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs. Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

#### **Performance Reports - Frequency**

The recipient agrees to submit **six-month** performance reports electronically to the EPA Project Officer within 30 days after the six-month reporting periods end. The reporting periods are:

January 1 – June 30: Report due date July 30

July 1 – December 31: Report due date January 31

The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

The final project report will include all categories of information required for annual reporting, including a final, detailed fleet description and EV infrastructure description. The final project report will also include a narrative summary of the project, the successes and lessons learned for the entire project. Project results including specific outputs and outcomes detailed in the project workplan (including any environmental justice, community engagement, sustainability, workforce development, climate impact resiliency, and leveraging of additional external funds actions or commitments).

The recipient must provide in the final report signed vehicle eligibility statements from participating fleet owners in which fleet owners attest to the criterion in Term and Condition P; eligibility statements must include each vehicle make, model, year, vehicle identification number, odometer reading, engine make, engine model, engine year, EPA family, engine ID or serial number, and vehicle registration/licensing number and state. A sample eligibility statement may be found at <https://www.epa.gov/cleanschoolbus/clean-school-bus-program-grants#grant-documents>.

All recipients must provide in the final report evidence of appropriate scrappage, unless a scrappage waiver has been approved prior to the start of the project. Participating fleet owners must attest to the appropriate disposal in a signed scrappage statement. A sample scrappage statement may be found at <https://www.epa.gov/cleanschoolbus/clean-school-bus-program-grants#grant-documents>. The scrappage statement must include: Vehicle owner's name and address; Vehicle make, vehicle model, vehicle model year, VIN, odometer reading, engine make, engine model, engine model year, engine horsepower, engine ID or serial number, as applicable; Name, address, and signature of dismantler; Date engine and/or vehicle/equipment was scrapped; Statement attesting to scrappage of vehicle/engine as defined in Programmatic Term and Condition S.; Signature of applicant and bus owner (if different) participating fleet owner. Digital photos as follows: Side profile of the vehicle, prior to disabling; VIN tag or equipment serial number; Engine label (showing serial number, engine family number, and engine model year); Engine block, prior to hole; Engine block, after hole; Cut frame rails or other cut structural components, as applicable; Others, as needed.

### **B. Cybersecurity Condition**

#### **State Grant Cybersecurity**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

### C. Signage Requirements

In accordance with PN-2023-G01-R1 (effective May 11, 2023), "Investing in America Signage Term and Condition," this term and condition is applicable to ALL bus deployment, construction, and infrastructure projects funded in whole or part by the Bipartisan Infrastructure Law (BIL). Questions regarding signage requirements for specific projects should be submitted to [cleanschoolbus@epa.gov](mailto:cleanschoolbus@epa.gov).

(a) Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law." The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

(b) Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

(c) Public or Media Events: EPA encourages the recipient to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

### D. Leveraging

**Leveraging:** The recipient agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its proposal dated August 22, 2023. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance, then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its proposal dated August 22, 2023. EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

### E. Voluntary Cost-Share or Overmatch

This award and the resulting federal funding of \$20,139,250.36 is based on estimated costs requested in the recipient's application dated August 22, 2023. Included in these costs is a voluntary cost-share contribution of \$2,027,303.16 by the

recipient in the form of a voluntary cost-share or overmatch (providing more than any minimum required cost-share) that the recipient included in its proposal dated August 22, 2023. The recipient must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the estimates in the recipient's application, EPA's participation shall not exceed the total amount of federal funds awarded.

If the recipient fails to provide the voluntary cost-share contribution during the period of award performance, and EPA does not agree to modify the agreement to reduce the cost share, the recipient is in violation of the terms of the agreement. In addition to other remedies available under 2 CFR Part 200, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost-share or overmatch the recipient described in its proposal dated August 22, 2023, *then* EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

#### **F. Equipment Disposition (for non-state recipients only)**

In accordance with 2 CFR 200.313, when equipment acquired under this award needs to be replaced, the non-Federal entity may use the to-be-replaced equipment as a trade-in, or may sell the property and use the proceeds to offset the cost of the replacement property.

Items of equipment with a current per unit fair market value of \$5,000 or less: When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by EPA, the recipient may retain, sell, or otherwise dispose of the equipment with no further obligation to EPA.

Items of equipment with a current per unit fair market value in excess of \$5,000: The equipment may be retained by the recipient or sold. EPA is entitled to an amount calculated by multiplying the current market value or proceeds from sale by EPA's percentage of participation in the cost of the original purchase. If the equipment is sold, EPA may permit the recipient to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

#### **G. Program Income**

In accordance with 2 CFR Part 200.307(e)(2) and 2 CFR 1500.8(b), the recipient is hereby authorized to retain program income earned during the project period. Program income as defined at 2 CFR 200.1 means gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them. Under this award, program income may come from selling a decommissioned bus for scrap, or selling an existing bus to be replaced if the bus meets applicable requirements listed in Programmatic Term and Condition P.

The program income shall be used to finance the non-Federal share of the project or program.

The recipient must provide as part of its bi-annual performance reports and Final performance report, a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the Final Federal Financial Report, Standard Form 425.

#### **J. Substantial Involvement**

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer may include:

- (a) Monthly telephone calls and other monitoring,
- (b) Reviewing project phases and providing approval to continue to the next phase,
- (c) Reviewing and commenting on any documents, web content, or other materials developed under this agreement (the

recipient will make final decisions on these matters),

(d) Approving substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy).

(e) Reviewing and commenting on the programmatic progress reports

(f) Consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer will not suggest, recommend or direct the recipient to select any individual).

(g) Joint operational involvement, participation, and/or collaboration between EPA and the recipient.

#### **L. Final Approved Workplan and Modifications**

Recipient agrees to carry out the project in accordance with the final approved workplan. Recipients are required to report deviations from budget or project scope or objective, and must request prior written approval from EPA:

- for any change in the scope or objective of the project or program (even if there is no associated budget revision requiring prior written approval);
- any change in a key person specified in the application or workplan;
- the disengagement from the project for more than three months, or a 25% reduction in time devoted to the project, by the approved project director or principal investigator;
- the inclusion of costs that require prior approval in accordance with 2 CFR Part 200 Subpart E—Cost Principles or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable;
- the transfer of funds budgeted for participant support costs as defined in 2 CFR Section 200.1 Definitions to other categories of expense; and/or

Unless described in the final approved workplan and budget:

- the subawarding, transferring or contracting out of any work under the award;
- for changes in the approved cost-sharing or matching provided by the recipient; or
- the need arises for additional Federal funds to complete the project.

Proposed modifications to the approved workplan or budget, including additions, deletions, or changes in the schedule, shall be submitted in a timely manner to the EPA Project Officer for approval. Depending on the type or scope of changes, a formal amendment to the award may be necessary. Major project modifications which include changes to the approved types and number of partners and vehicles, or to the approved project partners and location(s) may not be allowed.

#### **O. Procurement Procedures**

The recipient must follow applicable procurement procedures. EPA will not be a party to these transactions. If EPA funds are used to purchase goods or services, recipient agrees to compete the contracts for those goods and services and conduct cost and price analyses to the extent required by the fair and open competition for procurement provisions of 2 CFR §§200.317 – .327. Approval of a funding application does not relieve recipients of their obligations to compete service contracts and conduct cost and price analyses.

#### **P. Existing School Buses Eligible for Replacement**

Recipient agrees that funds under this award, including subawards/subgrants, cannot be used to replace vehicles that do not meet the following eligibility criteria:

Eligible activities include the replacement of existing internal-combustion engine (ICE) school buses with electric, propane, or compressed natural gas (CNG) school buses, as well as the purchase of electric vehicle supply equipment (EVSE) infrastructure and EVSE installations. Applications must include projects which target school buses as further defined in

this section. A “school bus” is defined as a passenger motor vehicle designed to carry a driver and more than 10 passengers, that the Secretary of

Transportation decides is likely to be used significantly to transport preprimary, primary, and secondary school students to or from school or an event related to school. Buses to be replaced must meet all of the following requirements:

(a) Be a vehicle model year 2010 or older diesel-powered school buses that will be scrapped if selected for funding. Exception: If a fleet does not own any eligible 2010 or older diesel school buses and is requesting zero-emission school bus replacements, the fleet may either:

- (i) Scrap 2010 or older non-diesel internal combustion engine buses; or
- (ii) Scrap, sell, or donate 2011 or newer diesel or non-diesel internal combustion engine buses

(b) Have a Gross Vehicle Weight Rating (GVWR) of 10,001 lbs or more.

(c) Be fully operational at the time of application submission. Operational vehicles should be able to start, move, and have all necessary parts to be operational.

(d) Have provided bus service to a public school district for at least 3 days/week on average during the 2022/2023 school year at the time of applying, excluding COVID-related or disaster-related school closures.

#### **Q. Eligible and Ineligible Project Costs**

(a) Project Implementation Costs: Eligible project costs include those costs directly related to the implementation, management, and oversight of the project, including recipient and subrecipient personnel and benefits, equipment, contractual, travel, supplies, subgrants and rebates, and indirect costs.

(b) Vehicles: Eligible project costs include the purchase price of eligible vehicles.

(c) Electric Infrastructure: Eligible project costs include electric vehicle supply equipment (EVSE) infrastructure for the new electric buses, including the unit and charging cable, mount and/or pedestal, electrical panels and their installation, upgrades to existing electrical panels or electrical service, wiring/conduit and its installation, and installation, such as design and engineering or labor (i.e., infrastructure costs associated with work on the customer’s side of the electrical meter), as well as charge management software either as standalone or part of the EVSE unit.

(d) Delivery Costs: Eligible project costs include costs associated with delivering the new replacement school bus to the project location.

(e) Performance-Monitoring Software and Equipment: Eligible project costs can include intelligent equipment and software designed to monitor bus and infrastructure performance (such as telematics or charge management software).

(f) Training, Consulting, and Warranty Costs: Eligible project costs can include driver/mechanic training related to the maintenance and operation of new technologies, consulting on bus deployments, and bus warranties. Eligible costs can also include training to certify licensed electricians to install EVSE, such as certification through the Electric Vehicle Infrastructure Training Program (EVITP).

(g) Replacement School Buses:

All replacement school buses purchased with grant funding must:

- (1) Have a battery electric, CNG, or propane drivetrain. Biofuels are not an eligible replacement technology.
- (2) Be a new EPA or California Air Resources Board (CARB) certified vehicle model 2021 or newer. EPA's engine emission standards may be found at: [www.epa.gov/emission-standards-reference-guide/all-epa-emissionstandards](http://www.epa.gov/emission-standards-reference-guide/all-epa-emissionstandards). Engines certified by CARB may be found by searching CARB's Executive Orders for Heavy-duty Engines and Vehicles, found at: [www.arb.ca.gov/msprog/onroad/cert/cert.php](http://www.arb.ca.gov/msprog/onroad/cert/cert.php)
- (3) Have a Gross Vehicle Weight Rating (GVWR) of 10,001 lbs or more.

- (4) Be ordered after receiving official notification of selection for EPA funding.
- (5) Be purchased, not leased or leased-to-own.
- (6) Serve the school district for at least 5 years from the date of delivery, unless the award is to an eligible contractor and the contract with the school district ends before the end of the 5-year period, in which case those school buses may be operated as part of another school district eligible for the same or higher priority consideration.
- (7) Meet federal safety standards and be maintained, operated, insured, registered, and charged/fueled according to manufacturer recommendations and state requirements.
- (8) Not be manufactured or retrofitted with, or otherwise have installed, a power unit or other technology that creates air pollution within the school bus, such as an unvented diesel passenger heater.
- (9) Not be purchased or otherwise subsidized with other federal grant funds. The total funds from the CSB grant and other eligible external funds allocated for the bus replacements cannot exceed the cost of the new buses.
- (10) Upon request, be made available for inspection by EPA or its authorized representatives for 5 years from the date of delivery.

(h) Infrastructure Equipment:

Eligible infrastructure is limited to installations and upgrades between the electrical meter and the charging port. This can include, but is not limited to, charging equipment (such as alternating current (AC) Level 2 charging equipment, direct-current (DC) fast charging equipment, or vehicle-to-grid (V2G) enabled equipment); design and engineering; installation costs such as trenching, wiring and electrical upgrades, labor, and permitting; and related intelligent equipment and software designed to monitor bus and infrastructure performance (such as telematics or charge management software).

- (1) EPA funds must not be used for any infrastructure costs associated with work on the utility's side of the electrical meter. Funds can be used for battery energy storage systems (BESS) associated with new electric school buses funded in the program, as well as renewable on-site power generation systems that power the buses and equipment. To be eligible, these systems must be on the customer's side of the electrical meter.
- (2) CSB grants cannot fund research and development, technology demonstration, commercialization, certification, or verification.
- (3) All AC Level 2 charging infrastructure purchased under this program must be EPA ENERGY STAR certified at the time of purchase. EPA strongly recommends that all other charging infrastructure funded under this program be listed by a Nationally Recognized Testing Laboratory (NRTL). EPA also strongly encourages recipients to consider long-term fleet electrical needs when installing charging equipment. Installing additional electrical capacity on the customer side of the meter to support future charging needs (e.g., purchasing and running additional electrical conduit during trenching and wiring upgrades) is an allowable use of funds.
- (4) All electricians installing, operating, or maintaining EVSE must meet one of the following requirements: (i) Certification from the Electric Vehicle Infrastructure Training Program (EVITP), OR (ii) Graduation or a continuing education certificate from a registered apprenticeship program for electricians that includes charger-specific training and is developed as a part of a national guideline standard approved by the U.S. Department of Labor in consultation with the U.S. Department of Transportation. For projects requiring more than one electrician, at least one electrician must meet the requirements above, and at least one electrician must be enrolled in an electrical registered apprenticeship program. In limited circumstances, EPA may provide an exception to the above requirements for grantees that can demonstrate there are no electricians meeting the above requirements available in their area, and that efforts to train local electricians to meet the requirements are not feasible.
- (5) Applicants should be aware that Build America, Buy America (BABA) requirements apply to eligible vehicle charging infrastructure equipment. Please refer to Term and Condition R. for additional information.

(i) Federal Matching Funds: Recipient agrees that funding under this NOFO cannot be included as a cost or used to meet cost sharing or matching requirements of any other federally financed grant, as required under 2 CFR 200.306(b)(5) and 2 CFR 200.403(f). This includes funds received under EPA's Diesel Emission Reduction Act (DERA) State Grants Program and federal Supplemental Environmental Project funds.

(j) Expenses Incurred Prior to the Project Period: Funding under this NOFO cannot be used to cover expenses incurred prior to the project period set forth in any assistance agreement funded under this NOFO, except for eligible pre-award costs as defined in 2 CFR 200.458 and as authorized by 2 CFR 200.309 and 2 CFR 1500.8.

(k) Emissions Testing: Recipient agrees that funds under this award cannot be used for emissions testing and/or air monitoring activities (including the acquisition cost of emissions testing equipment), research and development, or technology demonstration, commercialization, certification, or verification.

(l) Leasing: Funding under this NOFO cannot be used for leasing vehicles or equipment. If financing is necessary, the purchase should be financed with a conventional purchase loan. Recipient agrees that all vehicles and equipment purchased with funds under this award will be purchased, in full, by the end of the project period. Extensions will not be granted for the purpose of extending payments on purchases.

(m) Mandated Measures: Funding under this NOFO cannot be used to fund the costs of emissions reductions that are mandated under federal law pursuant to 42 U.S.C. 16132(d)(2).

(n) Engine Replacements/Repowers: Recipient agrees that funding under this NOFO is only for newly manufactured, complete vehicles and cannot be used for repowers.

(o) Fleet Expansion: Funding under this NOFO cannot be used for the purchase of vehicles to expand a fleet, with the limited exception of the bus scrappage allowance as described in Term and Condition S. The vehicle being replaced should be scrapped, sold, or donated. If scrapped, the vehicle being replaced should be permanently disabled within the grant period of performance, as described in Term and Condition S.

## **R. Build America, Buy America (BABA) Requirements**

Certain projects under this competition are subject to the Buy America Sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917) when using funds for the purchase of goods, products, and materials on any form of construction, alteration, maintenance, or repair of infrastructure in the United States. The Buy America preference requirement applies to all of the iron and steel, manufactured products, and construction materials used for the infrastructure project under an award for identified EPA financial assistance funding programs. Please consider this information when preparing budget information.

These sourcing requirements require that all iron, steel, manufactured products, and construction materials used in Federally funded infrastructure projects must be produced in the United States. The recipient must implement these requirements in its procurements, and this article must flow down to all subawards and contracts at any tier. For legal definitions and sourcing requirements, the recipient must consult EPA's Build America, Buy America website.

CSB grants are subject to the requirements of BABA, which requires applicants to comply with Buy America preference requirements or apply for a waiver for each infrastructure project. The following potentially eligible projects under this competition meet the definition of "infrastructure" and are subject to Buy America preference requirements under BABA:

- Electric bus charging infrastructure, battery energy storage systems (BESS), or renewable on-site power generation systems that power the buses and equipment
- Any other permanent public structure that meets the infrastructure definition in M-22-11 Questions regarding BABA applicability to specific projects should be submitted to [cleanschoolbus@epa.gov](mailto:cleanschoolbus@epa.gov).

ZE or clean school buses funded by this program are not considered "infrastructure." While EPA encourages recipients to consider the purchase of domestically produced buses when possible, EPA does not endorse or otherwise prefer any specific brand of ZE or clean school buses.

When supported by rationale provided in IIJA §70914, the recipient may submit a waiver to EPA. The recipient should request guidance on the submission instructions of an EPA waiver request from the EPA Project Officer. A list of approved EPA waivers is available on the Build America, Buy America website. Please continue to monitor this website for further BABA guidance or any future EPA-wide waivers that may impact the CSB grants program.

In addition to BABA requirements, all procurements under grants may be subject to the domestic preference provisions of 2 CFR §200.322. See "Build America, Buy America" clause in EPA Solicitation Clauses.

## S. Scrappage

All vehicles being replaced must be scrapped, sold, or donated subject to Programmatic Term and Condition P, unless approved for the limited bus scrappage exception listed at the bottom of this section.

Scrapped vehicles must be permanently disabled within the grant period of performance by:

1. Cutting a three-inch-by-three-inch hole in the engine block (the part of the engine containing the cylinders) and cutting or crushing one chassis rail between the axles is the preferred scrapping method. Other acceptable scrappage methods may be considered and will require prior EPA approval. Recipients seeking approval for alternative scrappage methods must submit an alternative scrappage plan to the regional project officer detailing how the method will destroy and/or disable the engine and must, if approved, comply with the evidence requirements listed below, including digital photos.
2. Disabling the chassis may be completed by cutting through the frame/frame rails on each side at a point located between the front and rear axles. Other acceptable scrappage methods may be considered and will require prior written approval from the EPA project officer.
3. Equipment and vehicle components that are not part of the engine or chassis may be salvaged from the unit being replaced (e.g., plow blades, shovels, seats, tires, etc.). If disabled engines, disabled vehicles, disabled equipment, or parts are to be sold, program income requirements apply.
4. Evidence of appropriate disposal is required in a final assistance agreement report submitted to EPA. Participating applicants should attest to the appropriate disposal in a signed scrappage statement. A sample scrappage statement may be found at <https://www.epa.gov/cleanschoolbus/clean-school-bus-program-grants#grant-documents>. The scrappage statement should include: Vehicle owner's name and address; Vehicle make, vehicle model, vehicle model year, VIN, odometer reading or usage meter reading, engine make, engine model, engine model year, engine horsepower, engine ID or serial number, as applicable; Name, address, and signature of dismantler; Date engine and/or vehicle/equipment was scrapped; Statement attesting to scrappage of vehicle/engine as defined above; Signature of applicant and bus owner, if different. Digital photos as follows: Side profile of the bus, prior to disabling; VIN tag; Engine label (showing serial number, engine family number, and engine model year); Engine block, prior to hole; Engine block, after hole; Cut frame rails or other cut structural components, as applicable; Others, as needed.

Limited Bus Scrappage Exception: the requirement that applicants scrap, sell, or donate, a bus for every bus purchased may be waived on a case-by-case basis, with EPA approval, for School District Sub-Program grantees if the recipient requested an exception of the bus scrappage requirement at the time of application and:

- a. are prioritized as low-income; AND
  - b. are seeking to purchase only ZE school buses; AND
  - c. are currently contracting with a private fleet that owns school buses for their school transportation services and the school plans to own the new buses;
- AND
- d. attested, in the Budget Detail section of their Project Narrative, that the current contract provider is unwilling or unable to replace buses serving the district with ZE school buses.

## T. Use of Submitted Information

Applications and reporting materials submitted under this competition may be released in part or in whole in response to a Freedom of Information Act (FOIA) request. EPA recommends that applications and reporting materials not include trade secrets or commercial or financial information that is confidential or privileged, or sensitive information that, if disclosed, would invade another individual's personal privacy (e.g., an individual's salary, personal email addresses, etc.). However, if such information is included, it will be treated in accordance with [40 CFR § 2.203](#). (Review EPA clause IV.a, Confidential Business Information, under [EPA Solicitation Clauses](#).)

EPA will use information submitted by applicants in its annual report to Congress that is due no later than January 31 of each year of the program. Pursuant to the CSB statute, the report will include:

- (a) the total number of applications received;
- (b) the quantity and amount of grants and rebates awarded and the location of the recipients of the grants and rebates
- (c) the criteria used to select the recipients; and
- (d) any other information the Administrator considers appropriate.

EPA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, for federal purposes, submitted bus photos, including use in program materials.

## **U. Program Audit**

EPA will conduct random reviews of recipients to protect against waste, fraud, and abuse. As part of this process, EPA, or its authorized representatives, may request copies of grant documents from prior recipients who have received grants, or may request documentation from current recipients to verify statements made on the application and reporting documents. Grantees may be selected for advanced monitoring, including a potential site visit to confirm project details. EPA, or its authorized representatives, may also conduct site visits to confirm documentation is on hand and that replacement buses are still in service for the school districts listed on the application, as well as confirm applicable infrastructure adheres to Build America, Buy America (BABA) requirements (see Programmatic Term and Condition T. for more details). Recipients are expected to comply with site visit requests and recordkeeping requirements and must supply EPA with any requested documents for three years from the date of submission of the final expenditure report, or risk cancellation of an active grant application or other enforcement action.

## **V. Record Retention**

In accordance with 2 CFR 200.334, recipients must keep all financial records, supporting documents, accounting books and other evidence of Grant Program activities for three years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the three-year period, the recipient must maintain all appropriate records until these actions are completed and all issues resolved.

## **W. Civil Rights Obligations**

In addition to the requirements in the General Term and Condition titled "Civil Rights Obligations," recipients must comply with Federal statutes and regulations prohibiting discrimination in Federal assistance programs, as applicable. Among other requirements, recipients must comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency, by entities receiving Federal financial assistance. Recipients must also comply with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance. Audits may be conducted to ensure compliance.

## **X. Union Neutrality**

Grant funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

## **Y. National Environmental Policy Act (NEPA)**

### **1. Environmental Standards**

The recipient agrees to identify to the awarding agency all impacts that this award may have on:

The quality of the human environment, and provide all information needed for EPA to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et. seq.) to prepare the required NEPA environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground or other construction activities) until EPA's Project Officer provides written notification of compliance with the environmental impact analysis process under NEPA. EPA's NEPA Implementing Procedures are available at 40 CFR Part 6.

The recipient may not expend EPA funds, including any expenditures to meet a cost share obligation, for *Construction* as defined in 40 CFR 33.103 as "...erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply" until EPA's Project Officer provides the written notice of compliance with NEPA requirements. Any construction costs incurred by the recipient prior to receiving the written notice of compliance with NEPA requirements from the EPA Project Officer are at its own risk. This restriction on expending funds does not apply to pre-construction activities such as community outreach, acquisition of Architectural and Engineering services, preparation of preliminary specifications, competitive procurement of construction contractors and ordering equipment and supplies.

## **2. Endangered Species Act**

The recipient agrees to comply with applicable provisions of the following national policies concerning live organisms:

Rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227) implementing laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the: Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.

## **3. National Historic Preservation Act**

The recipient agrees to identify to the EPA all property listed or eligible for listing on the National Register of Historic Places that will be affected by this award; and with respect to the award, to provide all the information needed to EPA for EPA's effect determination under Section 106 of NHPA.

## **4. Native American Graves Protection and Repatriation**

The recipient agrees that it will comply with the following general national policy requirements: 25 USC 3001-3013.