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Enactment Number	
Enactment Date	



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Lisa Grant-Dawson, Chief Business Officer
Kimberly Raney, Executive Director, Procurement, Transportation, & Warehouse

Meeting Date June 25, 2025

Subject Application/Grant Award/Grant Agreement – United States Environmental Protection Agency - 2024 Clean Heavy-Duty Vehicles (CHDV)

Ask of the Board Acceptance and approval by the Board of Education of a U.S. Environmental Protection Agency Application/ Grant Award/Agreement (Grant Number 97T30801) in the amount of \$15,153,465.00 in funding under the Inflation Reduction Act (IRA) to Oakland Unified School District to replace in-use, non-zero-emission heavy-duty vehicles with new zero-emission vehicles to reduce air pollution and greenhouse gas emissions, pursuant to terms and conditions of the Grant Award, through a Sub-Award Agreement with a Sub Receiptant (Zum) provider of pupil transportation services.

Background OUSD in partnership with Zum is the first Electric (EV) bus fleet in the nation to be 100% Electric (EV). EV Buses cost between \$300-\$350K compared to an internal combustion engine (ICE) of \$125-\$175K. In order to offset the cost difference of an EV bus to an ICE bus, OUSD in collaboration with Zum applied for an Environmental Protection Agency (EPA) Inflation Reduction Act- Clean Heavy-Duty Vehicles grant. On 12/12/2024, OUSD was awarded a grant (Federal Award Identification Number 97T3080) for \$15,153,465.

Discussion

Fiscal Impact No fiscal impact to OUSD. This grant helps to offset the additional cost of EV buses.

Attachment(s)

- USEPA Notification of Grant Award/Amendment
- USEPA Grant Agreement
- Prospective Sub-Award Agreement (with Zum)
- OUSD Grant Application for Funding/Work Plan



Compose

Mail

Inbox	22,954
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Chat

Starred

Snoozed

Meet

Sent

Drafts 338

More

Labels

AB1200 UAOS-OEA

Audit

Kim

Links

Third Interim

From: "Tucker, Danielle" <Tucker.Danielle.E@epa.gov>

Date: December 17, 2024 at 4:14:44 PM PST

To: kimberly.raney@ousd.org

Cc: "Bowen, Sharon (she/her/hers)" <Bowen.Sharon@epa.gov>, "Tucker, Danielle" <Tucker.Danielle.E@epa.gov>

Subject: [EXTERNAL] NOTIFICATION OF EPA AWARD AGREEMENT FOR OAKLAND USD, 5Z-97T30801-0

U.S. EPA Notification of Grant Award/Amendment

Attached is your Assistance Agreement from the U.S. Environmental Protection Agency, Region 9. Please review the agreement and applicable regulations, which set forth your legal responsibilities to the EPA. Refer also to <https://www.epa.gov/assurances> for the terms and conditions applicable to this award action regarding federal grant requirements.


Should you disagree with the terms and conditions or do not wish to accept EPA funding, your authorized representative must notify the EPA award official within 21 days of the award mailing date via Region 9's dedicated email address, Grants1@epa.gov.

Noteworthy Items:

Additional information is included under the "Notice of Award" section on page 1 of the award. We recommend you find the Financial Officer and any other personnel in your organization requiring information about the award. If you or your supervisor please contact your EPA Project Officer. Questions relating to administrative or fiscal matters, including Conflict of Interest award, must be directed to your EPA Grants Specialist (you can find more information at <https://www.epa.gov/grants/funding>). If you are responsible for determining whether the recipient has effectively resolved any COI disclosures made by the recipient, the information are shown on page 1 of the award.

Grant Payment Information:

Beginning in April 2020, EPA's Finance Center is moving to Research Triangle Park Finance Center (RTPFC). For information, refer to the following website at <https://www.epa.gov/financial/grants>. Additionally, the RTP Finance Center's email states that when drawing funds in advance, you may only request the amount required for immediate cash needs. Once funds are requested, they will be written and disbursed within 5 days.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement		GRANT NUMBER (FAIN): 97T30801 MODIFICATION NUMBER: 0 PROGRAM CODE: 5Z	DATE OF AWARD 12/12/2024	
			TYPE OF ACTION New		MAILING DATE 12/17/2024
			PAYMENT METHOD: ASAP		ACH#
RECIPIENT TYPE: Independent School District			Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov		
RECIPIENT: OAKLAND UNIFIED SCHOOL DISTRICT 1011 UNION STREET OAKLAND, CA 94607 EIN: 94-6000385			PAYEE: OAKLAND UNIFIED SCHOOL DISTRICT 1011 UNION STREET OAKLAND, CA 94607		
PROJECT MANAGER Kimberly Raney 1011 UNION STREET OAKLAND, CA 94607 Email: Kimberly.raney@ousd.org Phone: 510-879-5005		EPA PROJECT OFFICER Sharon Bowen 75 Hawthorne Street, AIR-1-1 San Francisco, CA 94105 Email: bowen.sharon@epa.gov Phone: 415-947-4250		EPA GRANT SPECIALIST Danielle Tucker Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 Email: Tucker.Danielle.E@epa.gov Phone: 415-972-3871	
PROJECT TITLE AND DESCRIPTION Inflation Reduction Act – Clean Heavy-Duty Vehicles See Attachment 1 for project description.					
BUDGET PERIOD 01/01/2025 - 12/31/2026	PROJECT PERIOD 01/01/2025 - 12/31/2026	TOTAL BUDGET PERIOD COST \$ 19,910,457.00	TOTAL PROJECT PERIOD COST \$ 19,910,457.00		
NOTICE OF AWARD <p>Based on your Application dated 07/24/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 15,178,465.00. EPA agrees to cost-share 76.23% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 15,178,465.00. 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>					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9, Air and Radiation Division, AIR-1 OAR - Office of Air and Radiation 75 Hawthorne Street San Francisco, CA 94105			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official for Carolyn Truong - Grants Management Officer by Angela Mendiola - Award Official Delegate				DATE 12/12/2024	

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 19,492
2. Fringe Benefits	\$ 0
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 0
7. Construction	\$ 0
8. Other	\$ 19,890,965
9. Total Direct Charges	\$ 19,910,457
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>23.77</u> % Federal <u>76.23</u> %)	\$ 19,910,457
12. Total Approved Assistance Amount	\$ 15,178,465
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 15,178,465
15. Total EPA Amount Awarded To Date	\$ 15,178,465

Attachment 1 - Project Description

The agreement provides funding under the Inflation Reduction Act (IRA) to Oakland Unified School District to replace in-use, non-zero-emission heavy-duty vehicles with new zero-emission vehicles to reduce air pollution and greenhouse gas emissions in EPA Region 9. The recipient will replace 60 eligible vehicles with comparable, eligible zero-emission vehicles under the School Bus Sub-Program, resulting in cleaner air and improved health for the communities in Oakland, California.

This assistance agreement provides partial federal funding in the amount of \$15,178,465.00.

The activities include replacing eligible internal combustion engine Class 6 and Class 7 vehicles with eligible zero-emission vehicles; purchasing, installing, operating, and maintaining charging and fueling equipment to maintain the new zero-emission vehicles; and providing workforce development and training to support the maintenance, charging, fueling, and operation of the new zero-emission vehicles. Specifically, the recipient will transition 60 fossil-fueled school buses to zero-emission electric buses. The project also includes charging infrastructure; workforce development training for operations staff, drivers, mechanics, and first responders; community engagement; and electric fleet management equipment

The anticipated deliverables include:

- Replacement of 60 Class 6 school buses in Oakland Unified School District
- Community engagement with impacted stakeholders including operations staff, drivers, parents, school staff, and mechanics
- Training provide to staff, bus drivers, mechanics, or other electric vehicle service providers
- Purchase of supporting equipment (battery equalization and diagnostic tool kit) for maintaining optimal operations of buses.

The expected outcomes include emissions reductions along school bus routes including approximate lifetime results of:

- NOx: 11.104 tons
- PM2.5: 0.088 tons
- HC: 0.232 tons
- CO: 5.880 tons
- CO2: 8262 tons
- Fuel: 734,400 gallons

Additional outcomes include advancement in awareness of the benefits of school bus electrification.

The intended beneficiaries include Oakland, CA residents and visitors and residents and visitors of all locations where buses are replaced.

The subaward recipient in this program will perform the following activities:

- Implement the project and procure 60 zero emission electric buses and supporting equipment
- Conduct training for staff, bus drivers, mechanics, or other electric vehicles service providers
- Conduct community engagement activities.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-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. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **December 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (Per 2 CFR § 200.344(b), the recipient must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.)

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR § 200.319. In accordance with 2 CFR § 200.324, the recipient and subawardee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications. *State and Tribal government entities must follow procurement standards as outlined in 2 CFR § 200.317.*

C. MBE/WBE Reporting, 40 CFR, Part 33, Subpart E (EPA Form 5700-52A)

The recipient agrees to submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) annually for the duration of the project period. The current EPA Form 5700-52A with instructions is located at <https://www.epa.gov/grants/epa-grantee-forms>

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the **Simplified Acquisition Threshold (SAT) currently set at \$250,000** (the dollar threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. All procurement actions are reportable when reporting is required, not just the portion which exceeds the SAT.

Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 4A when completing the form.

When completing the annual report, recipients are instructed to check the box titled “annual” in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the “Final Report (project completed)” in section 1B of the form.

The annual reports are due by October 30th of each calendar year and the final report is due within 120 days after the end of the project period, whichever comes first. The recipient will submit the MBE/WBE report(s) and/or questions to GrantsRegion9@epa.gov and the EPA Grants Specialist identified on page 1 of the award document.

D. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

E. Subaward(s)

The recipient's approved budget includes subaward(s). As applicable, the recipient will comply with the General Term and Condition on reporting of first tier subawards to www.fsrs.gov per “Reporting Subawards and Executive Compensation” requirement.

F. New Recipient Training Requirement Insert for new applicants/recipients who have not completed the mandatory trainings prior to award. See PN-2024-G02 for additional details.

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 EPA 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](#).

The recipient is precluded from drawing down funds under this assistance agreement until such time the recipient receives from EPA written confirmation of completing the required online courses. Please note, any costs incurred prior to receiving EPA confirmation are at **Oakland Unified School District's** own risk. If **Oakland Unified School District** fails to respond or is unable to satisfactorily address all identified deficiencies within 90 days of the award date of this assistance agreement or within any extension of time granted by EPA, the agreement may be terminated. Noncompliance with this term and condition may result in adverse action by EPA per 2 CFR § 200.339.

Programmatic Conditions

Clean Heavy-Duty Vehicles Grant Programmatic Terms and Conditions

a. FINAL APPROVED WORKPLAN AND MODIFICATIONS

1. Recipient agrees to carry out the project in accordance with the final approved workplan.
2. Recipients are required to report deviations from budget or project scope or objective, and must request prior written approval from the EPA for:
 - a. any change in the scope or objective of the project (even if there is no associated budget revision requiring prior written approval);
 - b. any change in key personnel (including employees or contractors) specified in the application or workplan;
 - c. the disengagement from the project for more than three months, or a 25% reduction in time devoted to the project, by the approved project manager;
 - d. the inclusion of costs that require prior approval in accordance with 2 CFR Part 200 Subpart E—Cost Principles as applicable;
 - e. the transfer of funds budgeted for participant support costs as defined in 2 CFR Section 200.1 Definitions to other categories of expense;
- f. Unless described in the final approved workplan and budget:
 - i. the sub-awarding, transferring or contracting out of any work under the award.
 - ii. changes in the approved cost-sharing or matching provided by the recipient; or
 - iii. the need arises for additional Federal funds to complete the project.

Requests for proposed modifications to the approved workplan or budget, including additions, deletions, or changes in the schedule, must 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 equipment, or to the approved project partners and location(s) may not be allowed.

b. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

b.1. Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports in an electronic format using the Reporting Template (EPA Form Number 5900-683) provided by the EPA Project Officer. If an update to the Reporting Template is published by the EPA, the EPA Project Officer will provide notice to the recipient, and the recipient agrees to use the updated template for any reports dated after new versions of the form are made available. The recipient must relate financial data and project or

program accomplishments to the performance goals and objectives of the Environmental Protection Agency award and must provide cost information to demonstrate cost-effective practices (for example, through unit cost data) when reporting program performance. The purpose of performance reports is to provide updates on implementation of each project, including 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 reporting period (for example, comparing costs to units of accomplishment), including detailed technical information on new mobile equipment and electric charging and hydrogen fueling infrastructure deployed, and the retirement of older equipment, as appropriate;
2. The reasons why any established outputs/outcomes were not met; and
3. Additional pertinent information, analysis and explanation of cost overruns or higher-than-expected-unit costs;
4. As applicable, information related to good jobs metrics and workforce training outcomes in accordance with information collection instrument through General Performance Reporting for Assistance Programs (EPA ICR Number 2802.01, OMB Control Number 2090-NEW);
5. Recipients are required to submit a combined eligibility and scrappage statement with the Reporting Template for the period(s) in which vehicles are scrapped. A sample combined eligibility and scrappage statement will be available at the Clean Heavy-Duty Vehicles webpage. Additional guidance will be provided in a Scrappage Guidance Document that will be available at the Clean Heavy-Duty Vehicles webpage. The eligibility and scrappage statement should include:
 - a. Vehicle owner's name and address;
 - b. Vehicle make, vehicle model, engine model year (EMY), vehicle identification number (VIN), odometer reading or usage meter reading, engine make, engine model, engine model year, engine horsepower, engine ID or serial number, as applicable;
 - c. Name, address, and signature of dismantler or new vehicle owner;
 - d. Date engine and/or vehicle/equipment was scrapped, sold, or donated;
 - e. Statement attesting to disposition of vehicle/engine as defined above;
 - f. Signature of recipient and bus owner, if different;
 - g. For scrapped vehicles, digital photos or video that document the following:
 - Side profile of the vehicle, 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;
- Images of each pieces of new/replacement equipment, engine, or vehicle (front and side); and
- Others, as needed.

Additionally, the recipient agrees to notify the Environmental Protection Agency when a significant development occurs that could impact the award. Significant developments include events that enable meeting milestones and objectives sooner or at less cost than anticipated or that produce different beneficial results than originally planned. Significant developments also include problems, delays, or adverse conditions which will impact the ability to meet the milestones or objectives of the award, including outputs/outcomes specified in the assistance agreement work plan. If the significant developments negatively impact the award, the recipient must include information on their plan for corrective action and any assistance needed to resolve the situation.

b.2. Performance Reports – Frequency

Throughout the award performance period, the recipient agrees to submit quarterly performance reports and combined eligibility and scrappage statements. Reports must be submitted electronically to the EPA Project Officer within 30 days after each reporting period. The reporting periods are:

Quarterly:

January 1 – March 30: Report due April 30

April 1 – June 30; Report due July 30

July 1 – September 30; Report due October 30

October 1 – December 31; Report due 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.

b.3 Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(e). Examples of items that must be reported:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.

4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(f), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

c. CYBERSECURITY CONDITION

Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

1. The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.
- 2.a. The 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 the EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award 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 the EPA's regulatory programs for the submission of reporting and/or compliance data.
- b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in 2.a 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 the 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(e), 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 the EPA.

d. PROJECT TRANSPARENCY

The recipient agrees to engage with affected communities and/or populations, especially local residents, to ensure their meaningful participation with respect to the project during the performance period. For more information on meaningful community engagement during the project period refer to pg. 43 of the [Notice of Funding Opportunity](#). Community engagement activities conducted as part of the final approved workplan should be reported in performance reporting described in Programmatic Term and Condition B (Performance Reporting and Final Performance Report).

e. CLIMATE RESILIENCE

To the extent practicable, the recipient agrees to incorporate current and future climate change risk in planning, siting, design, and operation of the project. Approaches for incorporating climate change risk

may make use of climate change data and information (e.g., projections and emission scenarios) that are reflective of the project's anticipated lifespan. This includes consideration of the climate change risks posed to the individuals, communities, local governments, organizations, or other entities served by the project over its anticipated lifespan.

f. PROGRAM AUDIT

In addition to the provisions of [EPA's General Terms and Conditions](#) which relate to audits, the recipient agrees to comply with random EPA reviews of the recipient 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 and subrecipients, to verify statements made on the application and reporting documents. Recipients 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 purchased equipment and infrastructure is in service at the location defined in the award, as well as confirm applicable infrastructure adheres to Build America, Buy America (BABA) requirements (see BABA Programmatic Term and Condition for more details). Recipients are expected to comply with site visit requests and recordkeeping requirements and must supply the EPA with any requested documents for as long as the records are retained, or risk cancellation of an active grant application or other enforcement action.

g. PUBLIC or MEDIA EVENTS

The 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.

h. GEOSPATIAL DATA STANDARDS

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

i. MANDATORY COST SHARE REQUIREMENT

This award and the resulting federal funding share (as shown under "Notice of Award" in the award document) is based on estimated costs requested in the recipient's final approved workplan. While actual total costs may differ than those estimates, the recipient is required to provide no less than the cost share percentages outlined below, as applicable, of the final equipment costs. The EPA's participation shall not exceed the total amount of federal funds awarded or the maximum federal cost share percentages outlined below, as applicable, of the final equipment costs. Recipients must satisfy any applicable cost share requirements with allowable costs as set forth in 2 CFR 200.306.

The EPA will fund the EPA cost share percentage of the new vehicle, up to the per-vehicle funding cap, as shown below. All costs associated with the new vehicles and infrastructure equipment as well as infrastructure installation, are included in the EPA cost share percentages, up to the per-vehicle funding caps shown below.

Note: the recipient cost share is waived for territory and Tribal recipients, but territory and Tribal

recipients are still subject to the per-vehicle cost caps as shown below. Per-vehicle caps include combined vehicle and infrastructure costs. Recipients have flexibility to determine the split between funding for the vehicle itself and the supporting infrastructure.

Note: the EPA will also cover project implementation costs, as defined in Section III.D.5. of the [CHDV NOFO](#). Project implementation costs are not included in or subject to the per-vehicle caps. The cost share requirements, as defined in Section II.B.1. of the NOFO, are as follows:

i.1. Battery Electric Vehicle Mandatory Cost Share and Caps Per-Vehicle

- EPA Funding Limit (Cap \$280,000) = 75%; Mandatory Cost Share = 25%
- ADA-Compliant School Bus: EPA Funding Limit (Cap \$300,000) = 75%; Mandatory Cost Share = 25%
- Straight/Box Truck: EPA Funding Limit (Cap \$190,000) = 65%; Mandatory Cost Share = 35%
- Step Van: EPA Funding Limit (Cap \$160,000) = 65%; Mandatory Cost Share = 35%
- Septic Truck/Bucket Truck: EPA Funding Limit (Cap \$330,000) = 65%; Mandatory Cost Share = 35%
- Other Vocational Vehicle: EPA Funding Limit (Cap \$355,000) = 65%; Mandatory Cost Share = 35%
- Refuser Hauler: EPA Funding Limit (Cap \$260,000) = 50%; Mandatory Cost Share = 50%
- Street Sweeper: EPA Funding Limit (Cap \$315,000) = 50%; Mandatory Cost Share = 50%
- Transit Bus: EPA Funding Limit (Cap \$265,000) = 33%; Mandatory Cost Share = 67%
- Territory grantee (the U.S. Virgin Islands, American Samoa, Guam, and the Commonwealth of the Northern Mariana Islands): subject to above EPA funding limits; Mandatory Cost Share = 0%
- Tribal grantee subject to above EPA funding limits; Mandatory Cost Share = 0%

i.2. Hydrogen Fuel Cell Vehicle Mandatory Cost Share and Caps Per-Vehicle

- Straight/Box Truck: EPA Funding Limit (Cap \$400,000) = 80%; Mandatory Cost Share = 20%
- Step Van: EPA Funding Limit (Cap \$340,000) = 80%; Mandatory Cost Share = 20%
- Septic Truck/Bucket Truck: EPA Funding Limit (Cap \$670,000) = 80%; Mandatory Cost Share = 20%
- Other Vocational Vehicle: EPA Funding Limit (Cap \$720,000) = 80%; Mandatory Cost Share = 20%
- Refuser Hauler: EPA Funding Limit (Cap \$600,000) = 70%; Mandatory Cost Share = 30%
- Street Sweeper: EPA Funding Limit (Cap \$720,000) = 70%; Mandatory Cost Share = 30%
- Transit Bus: EPA Funding Limit (Cap \$780,000) = 60%; Mandatory Cost Share = 40%
- Territory grantee (the U.S. Virgin Islands, American Samoa, Guam, and the Commonwealth of the Northern Mariana Islands): subject to above EPA funding limits; Mandatory Cost Share = 0%
- Tribal grantee subject to above EPA funding limits; Mandatory Cost Share = 0%

The eligible acquisition cost for equipment means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable

for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in transit insurance and freight may be included in or excluded from the acquisition cost in accordance with the non-Federal entity's regular accounting practices.

j. LEVERAGING

The recipient agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its proposal submitted on or before July 25, 2024. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the EPA 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 the EPA may reconsider the legitimacy of the award; if the EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its proposal submitted on or before July 25, 2024, then the EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

k. VOLUNTARY COST SHARE OR OVERMATCH

This award and the resulting total project cost of \$19,910,457 is based on estimated costs requested in the recipient's application submitted on or before July 25, 2024. Included in these costs is a voluntary cost share contribution of \$21,992 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 submitted on or before July 25, 2024 and revised on December 5, 2024. 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, the 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 the 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 EPA may consider this factor in evaluating future proposals from the recipient. Further, if the voluntary cost share contribution does not materialize during the period of award performance, then the EPA may reconsider the legitimacy of the award; if the 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 12/04/2024. The EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

I. QUALITY ASSURANCE

Authority: Quality Assurance applies to all assistance agreements involving environmental information. See [2 C.F.R. § 1500.12](#) Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement the Quality Assurance (QA) planning document(s) in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

1. Quality Management Plan (QMP)

a. Prior to beginning environmental information operations, the recipient must:

i. Develop a QMP,

ii. Prepare the QMP in accordance with the current version of the EPA's [Quality Management Plan \(QMP\) Standard](#).

iii. Submit the document for EPA review, and

iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

i. Submit a previously EPA-approved and current QMP,

ii. Receive written confirmation from the EPA Quality Assurance Manager or designee (hereafter referred to as QAM) that the QMP is acceptable for this agreement.

b. The recipient must submit the QMP within 90 days after grant award.

c. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of the EPA's [Quality Management Plan \(QMP\) Standard](#).

d. The recipient must submit a QMP crosswalk with the QMP.

2. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

i. Develop a QAPP,

ii. Prepare QAPP in accordance with the current version of the EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#),

iii. Submit the document for EPA review, and

iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

For Reference:

- [Quality Management Plan \(QMP\) Standard and EPA's Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.

- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#).

- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Specifications for EPA and Non-EPA Organizations](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

m. OPERATION AND MAINTENANCE

The recipient will ensure the continued proper operation and maintenance of equipment and devices funded under this agreement. Such equipment and infrastructure shall be operated and maintained for the expected lifespan of the equipment and infrastructure and in accordance with manufacturer requirements, recommendations, and warranty requirements. The recipient shall include a provision in every applicable sub-agreement (subgrant or contract) awarded under this grant requiring that the equipment and infrastructure funded under this agreement be properly operated and maintained. Likewise, the sub-agreement will assure that similar provisions are included in any sub-agreements that are awarded by the sub-recipient.

n. USE OF LOGOS

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that OUSD and its subrecipient(s) received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>.

o. DAVIS-BACON AND RELATED ACTS (DBRA) TERM AND CONDITION

o.1. Davis-Bacon Program Applicability

1. Program Name – Clean Heavy-Duty Vehicle Program
2. Statute requiring compliance with Davis-Bacon - Clean Air Act Section 314
3. Activities subject to Davis-Bacon – Construction activities funded by the grant.
4. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant (or cooperative agreement).

o.2. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) (<https://www.dol.gov/agencies/whd/government-contracts/construction>) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

1. Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more
2. Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an

employee into giving up any part of the compensation to which he or she is entitled; and

3. Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

o.3. Davis-Bacon Recipient Responsibilities When Entering Into and Managing Contracts:

1. Solicitation and Contract Requirements:

a. Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.

b. Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant: “By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#).”

2. After Award of Contract:

a. Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).

b. Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

o.4. Davis-Bacon Recipient Responsibilities When Establishing and Managing Additional Subawards:

1. Include DBRA Requirements in All Subawards (including Loans):

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients.”

2. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

o.5. Davis-Bacon Contract Clauses

The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

p. PROCUREMENT PROCEDURES

As provided in [2 CFR 200.317](#), with limited exceptions, States and Indian Tribes must follow the same

policies and procedures they follow for procurements financed with non-Federal funds. If such policies and procedures do not exist, States and Indian Tribes must follow the procurement standards in 2 C.F.R. §§ 200.318 through 200.327. In addition to its own policies and procedures, a State or Indian Tribe must also comply with the following procurement standards: 2 C.F.R. §§ 200.321, 200.322, 200.323, and 200.327. All other recipients and subrecipients, including subrecipients of a State or Indian Tribe, must follow the procurement standards in §§ 200.318 through 200.327.

The recipient must follow applicable procurement procedures. The EPA will not be a party to these transactions. If EPA funds are used to purchase goods or services, the 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.

q. BUILD AMERICA BUY AMERICA (BABA) REQUIREMENTS

All 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 Federal 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.

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, as defined in P.L. 117-58 § 70912(6). 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 the EPA's Build America, Buy America website.

Questions regarding BABA applicability to specific Clean Heavy-Duty Vehicles Program projects should be submitted to BABA-OTAQ@epa.gov.

When necessary and supported by rationale provided in IIJA 70914, the recipient may submit a waiver request to the EPA or notify the EPA when using an existing waiver. 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 (<https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers>).

See EPA's "Build America, Buy America" General Term and Condition for additional requirements: <https://www.epa.gov/grants/grant-terms-and-conditions>.

r. SCRAPPAGE

The vehicles being replaced must be scrapped, sold, or donated by the end of the project period. Disposition options may be limited by the engine model year of the existing vehicle. Participating fleet owners must attest to the appropriate disposal in a signed eligibility and scrappage statement. If scrapped, the vehicle being replaced should 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 scrapping methods may be considered and will require prior EPA approval. Recipients seeking approval for alternative scrapping methods must submit an alternative scrapping plan to the EPA 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 should be completed by cutting through the frame/frame rails on each side at a point located between the front and rear axles. Other acceptable scrapping methods may be considered and will require prior written approval from the EPA project officer. 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, or parts are to be sold, program income requirements apply.

3. All existing vehicles to be replaced must:

- a. Be a Class 6 or Class 7 heavy-duty vehicle with Gross Vehicle Weight Rating (GVWR) between 19,501 lbs. to 33,000 lbs.
- b. Be fully operational at the time of application submission. An operational vehicle should be able to start, move, and have all necessary parts to be operational.
- c. Be an engine model year (EMY) 2010 or older diesel-powered vehicle that will be scrapped; or
- d. If a participating fleet does not possess an eligible EMY 2010 or older diesel-powered vehicle, then the existing vehicle to be replaced must:
 - i. Be an EMY 2010 or older non-diesel ICE-powered vehicle that will be scrapped per the instructions under "Fleet Expansion" later in this section; or
 - ii. Be an EMY 2011 or newer diesel or non-diesel ICE-powered vehicle that will be scrapped per the instructions under "Fleet Expansion" later in this section, sold, donated; or
 - iii. For fleets that move older vehicles to "reduced service," if an EMY 2011 or newer diesel or non-diesel ICE-powered vehicle is being replaced, that vehicle may be retained and moved to reduced service and an older, reduced-service EMY 2010 or older vehicle of the same type may be scrapped in its place (or, if no model year 2010 or older vehicles are available, a reduced-service EMY 2011 or newer vehicle may be scrapped, sold, or donated) per the instructions under "Fleet Expansion" later in this section. The EMY 2011 or newer vehicle must meet the relevant usage requirements described below, but the older reduced-service vehicle being scrapped does not. Under this scenario, a detailed scrapping plan must be submitted and requires prior EPA approval.

4. Additional School Bus Sub-Program existing vehicle requirements: All existing vehicles to be replaced through the School Bus Sub-Program must:

- a. Be a Class 6 or Class 7 school bus. 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 21 preprimary, primary, and secondary school students to or from

school or an event related to school (see 49 U.S.C. § 30125).

b. Usage Requirements: Have provided bus service to a public school district for at least three days/week on average during the 2022/2023 school year at the time of applying, excluding emergency-related school closures. The EPA strongly encourages recipients to replace existing buses that provided service to the public school district listed on the application. The recipient must retain bus log documentation for buses that are scrapped under this project to verify that existing buses met the usage requirements described in this T&C and must be produced upon audit. If a recipient is audited and is unable to provide proof of bus use that complies with the requirements of this T&C, then the recipient may be required to reimburse the EPA up to the full amount of the award.

5. Additional Vocational Vehicles Sub-Program existing vehicle requirements: All existing vehicles to be replaced through the Vocational Vehicles Sub-Program must:

a. Be a Class 6 or Class 7 heavy-duty vehicle that does not meet the definition of a school bus given above.

b. Usage Requirements: Have accumulated at least 7,000 miles/year during each of the two years prior to replacement. The mileage of two or more vehicles may be combined to reach 7,000 miles/year where two or more vehicles will be replaced with a single ZE vehicle. For Tribal and territory recipients, as defined in Section III.A.3 in the NOFO, the mileage minimum is 5,000 miles/year during each of the two years prior to replacement.

- If a vehicle does not meet the mileage requirement and the recipient can demonstrate that the vehicle idles the main engine for long periods to provide power for auxiliary apparatus (e.g., firetrucks or utility trucks), then the existing vehicle to be replaced must have idled for at least 500 hours/year during the two years prior to replacement.
- The recipient must retain vehicle log documentation for vehicles that are scrapped under this project; vehicle log documentation will be used to verify that existing vehicles met the usage requirements described in this T&C and must be produced upon audit. If a recipient is audited and is unable to provide proof of vehicle use that complies with the requirements of this T&C, then the recipient may be required to reimburse the EPA up to the full amount of the award.

6. Eligibility and Scrappage Statement: Verification of vehicle eligibility and scrappage must be documented by completing the combined eligibility and scrappage statement and submitting it with the Reporting Template to the Project Officer, for the period(s) in which vehicles are scrapped. See Section B.1. for the evidentiary and reporting requirements. Additional guidance will be provided in a Scrappage Guidance Document that will be available at the Clean Heavy-Duty Vehicles webpage.

s. SUBAWARDS TO FOR-PROFIT ENTITIES

1. In addition to the EPA General Term and Condition “Establishing and Managing Subawards”, the recipient (i.e. “pass-through entity”) agrees to require that for-profit subrecipients comply with Subparts A through F of the Uniform Grant Guidance (2 CFR Part 200) and the Federal cost principles applicable to for-profit entities located at 48 CFR Part 31, with the exception of the method of payment to for-profit subrecipients must be “reimbursement” rather than “advance.” Pass-through entities must obtain documentation that the for-profit subrecipient has incurred eligible and allowable costs prior to releasing EPA funds to the subrecipient.

2. The recipient is authorized to provide subawards to for-profit entities as included in the EPA-approved workplan. The recipient agrees to require that for-profit entities that receive such subawards:

- a. Can only recover their eligible and allowable direct and indirect costs from EPA-funded activities, including recovering the portion of their overhead costs attributable to the activities by applying either a Federal negotiated indirect cost rate, as authorized by 2 CFR 200.414(f), or the de-minimis rate if the subrecipient does not have a Federal negotiated indirect cost rate;
- b. Comply with the Management Fees [General Term and Condition](#), which is incorporated by reference into the Establishing and Managing Subawards General Term and Condition;
- c. Account for and use program income under the rules for program income pursuant to 2 CFR 1500.8(b) and the terms and conditions of the award agreement;
- d. Be subject to the same requirements as non-profit subrecipients under 2 CFR Part 200 Subparts A through E, as Federal awarding agencies are authorized to apply 2 CFR Part 200 Subparts A through E to for-profit entities in accordance with 2 CFR 200.101(b); and
- e. Select an independent auditor consistent with the criteria set forth in 2 CFR 200.509 and obtain an independent audit substantially similar in scope and quality to that of the Single Audit (see 2 CFR 200.500 et. seq.); the subrecipient must submit the audit to the recipient within 9 months of the end of the recipient's fiscal year or 30 days after receiving the report from an independent auditor, whichever is earlier; as provided in 2 CFR 200.337(a) the recipient must provide EPA, the EPA Office of Inspector General, and the Comptroller General with access to the subrecipient's independent auditor reports.

t. RECORD RETENTION

As required by [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.

u. AUTOMATED STANDARD APPLICATION PAYMENTS (ASAP) AND PROPER PAYMENT DRAW DOWN

The recipient is subject to the Automated Standard Application Payments (ASAP) and Proper Payment Draw Down General Term and Condition. See the "Financial Information" section of the [General Terms and Conditions](#).

The recipient is required to notify the EPA PO within 3 business days of draws from ASAP in excess of the following amounts:

- 1. 15% or more of the total award within a 24-hour period
- 2. 25% or more of the total award within a 7-day period
- 3. 50% or more of the total award within a 30-day period.

The recipient is subject to the Management Fees General Term and Condition, which includes the following requirements that prohibit profit on the part of the recipient:

1. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable.
2. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work. See the [“Selected Items of Cost” Section of the General Terms and Conditions.](#)

v. COMPETENCY POLICY

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, [Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements](#), Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the policy is available online at https://www.epa.gov/sites/default/files/2017-05/documents/policy_to_assure_the_competency_of_organizations.pdf or a copy may also be requested by contacting the EPA Project Officer for this award.

Reference: https://www.epa.gov/sites/default/files/2017-05/documents/policy_to_assure_the_competency_of_organizations.pdf

w. HISTORIC PRESERVATION

National Historic Preservation Act (NHPA)

Section 106 of the NHPA requires all federal agencies to consider the effects of their undertakings, including the act of awarding a grant or cooperative agreement, on historic properties, and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. The recipient must assist the EPA Project Officer in complying with NHPA if any activities funded under this grant impact a historic property. Historic properties include: (a) land or buildings listed in or eligible for listing on the National Register of Historic Places; (b) archaeologically sensitive areas or in an area where traditional cultural properties are located; and (c) properties that are associated with significant historic events, are associated with significant people, embody distinctive characteristics, and contain important precontact information.

The recipient should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with Section 106 of the NHPA.

If NHPA compliance is required, necessary Section 106 consultation activities, such as historic or architectural surveys, structural engineering analysis of buildings, public meetings, and archival photographs, can be considered allowable and allocable grant costs.

x. Archeological and Historic Preservation Act (AHPA)

This law applies if archeologically significant artifacts or similar items are discovered after an EPA-funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeologic data that may be lost during the construction of federally-sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. The recipient must ensure that subrecipients performing construction projects are aware of this requirement, and the recipient must notify EPA if the AHPA is triggered.

y. OTHER FEDERAL REQUIREMENTS

In addition to other statutes outlined in these programmatic terms and conditions, the recipient must comply with all federal cross-cutting requirements. These requirements include, but are not limited to:

- **Endangered Species Act, as specified in 50 CFR Part 402:** Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the reviews required under the Endangered Species Act, as applicable.
- **Federal Funding Accountability and Transparency Act:** Recipients of financial assistance awards must comply with the requirements outlined in 2 CFR Part 170, *Reporting Subaward and Executive Compensation* and in the General Term and Condition “Reporting Subawards and Executive Compensation.”
- **Farmland Protection Policy Act:** This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that programs are carried out in a manner that is compatible with the farmland preservation policies of state and local governments, and private organizations. Recipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.
- **Coastal Zone Management Act:** Projects funded under federal financial assistance agreements must be consistent with a coastal State's approved management program for the coastal zone.

END-OF-DOCUMENT

Sub Award Agreement

This Sub Award Agreement (this “**Agreement**”) is dated as of 4/29/2025, by and between:

Recipient: Oakland Unified School District, a public school district with its principal office at 1011 Union Street, Oakland, CA 94607 (“**Recipient**”, “**OUSD**” or the “**District**”); and

Sub Recipient: Zum Services, Inc., a Delaware corporation with its principal office at 275 Shoreline Dr Suite 200, Redwood City, CA 94065 (“**Sub Recipient**” or “**Zum**”).

WHEREAS, the Recipient has received a grant from the Environmental Protection Agency (the “**EPA**”), Federal Award Identification Number 97T30801 awarded on 12/12/2024 (the “**Grant**”).

WHEREAS, the District wishes to award a portion of the Grant to Zum as a Sub Award recipient under the Grant.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Recipient and Sub Recipient agree as follows:

Section I. Project Title and Description.

Inflation Reduction Act - Clean Heavy-Duty Vehicles.

Sub Recipient will perform the following activities:

- Implement the project and procure 60 zero emission electric buses and supporting equipment;
- Conduct training for staff, bus drivers, mechanics, or other electric vehicle service providers; and
- Conduct community engagement activities.

Section II. Federal Requirements.

A. Federal Award Identification.

1. Sub Recipient Name: Zum Services, Inc.
2. Sub Recipient’s “unique entity identifier” in the System for Award Management (SAM): NQ9HB878C3FM9
3. Federal Award Identification Number (FAIN): 97T30801
4. EPA Award Date: 12/12/2024
5. Sub award Period of Performance Start and End Date: 1/01/2025- 12/31/2026
6. Sub award Budget Period Start and End Date: 1/01/2025- 12/31/2026
7. Total Amount of EPA Awards to the Recipient: \$19,910,457
8. Total Cost Share by the sub Recipient: \$4,712,500
9. Total Cost Share by Recipient (10% of time Project Lead): \$19,492
10. Indirect cost rate for the Recipient’s Federal award: 3.46% \$25,000

11. Amount of EPA Funds Obligated to Sub Recipient under this Agreement less cost share and indirect costs: \$15,153,465
12. Entities and contact information:
 - a. Federal awarding agency: EPA
 - b. Pass-through entity: the Recipient
13. Catalog of Federal Domestic Assistance (CDFA) Number and Name: 66.049 - Clean Heavy-Duty Vehicles Program
14. The Federal award is not for research and development.

B. Flow Down Requirements. The following requirements are imposed on the Sub Recipient to ensure that the Grant is used in accordance with Federal statutes, regulations, and the terms of the Grant.

1. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
2. Reporting Sub Awards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) as set forth in General Condition of the Recipient's agreement with the EPA entitled "Reporting Sub awards and Executive Compensation."
3. Limitations on individual consultant fees as set forth in General Condition 2 CFR 1500.9 and the General Condition of the Recipient's agreement with the EPA entitled "Consultant Fee Cap."
4. EPA's prohibition on paying management fees as set forth in General Condition of the Recipient's agreement with the EPA entitled "Management Fees."
5. The Procurement Standards in 2 CFR Part 200, including those requiring competition with the Sub Recipient acquires goods and services from contractors (including consultants).
6. If the Sub Recipient's network or information system is connected to EPA networks to transfer data to the EPA using systems other than the Environmental Information Exchange Network or the EPA's Central Data Exchange, the Sub Recipient agrees to comply with the Programmatic Conditions, section c.2.a of the Grant.
7. If the Sub Recipient uses the EPA logo along with logos from other participating entities on websites, outreach materials, or reports, it shall not be prominently displayed to employ that Sub Recipient's or Recipient's activities are being conducted by the EPA. Rather, Sub Recipient will accompany the EPA logo with a statement indicating that the Recipient and the Sub Recipient received financial support from the EPA under an Assistance Agreement.
8. By accepting this Sub award, the Sub Recipient acknowledges and agrees to the terms and conditions provided in the Davis-Bacon and Related Act (DBRA) Requirements for EPA Sub recipients. To that end, Sub Recipient agrees to comply with the requirements in 29 CFR 5.6.
9. Sub Recipient agrees to comply with Subparts A through F of the Uniform Grant Guidance (2 CFR Part 200) and the Federal cost principles applicable to for-profit entities located at 48 CFR Part 31, with the exception of the method of payment

to Sub Recipient shall be “reimbursement” rather than “advance”. Sub Recipient understands that it:

- a. can only recover eligible and allowable direct and indirect costs from EPA-funded activities, including recovering the portion of its overhead costs attributable to the activities by applying either a Federal negotiated indirect cost rate, as authorized by 2 CFR 200.414(f), or the de-minimus rate if the Sub Recipient does not have a Federal negotiated indirect cost rate;
- b. shall comply with the Management Fees General Terms and Conditions, which is incorporated by reference into the Establishing and Managing Sub awards General Terms and Conditions;
- c. shall account for and use program income under the rules for program income pursuant to 2 CFR 1500.8(b) and the terms and conditions of the award agreement;
- d. shall be subject to the same requirements as non-profit sub recipients under 2 CFR Part 200 Subparts A through E, as Federal awarding agencies are authorized to apply 2 CFR Subparts A through E to for-profit entities in accordance with 2 CFR 200.101(b); and
- e. select an independent auditor consistent with the criteria set forth in 2 CFR 200.509 and obtain an independent audit substantially similar in scope and quality to that of the Single Audit (see 2 CFR 200.500 et. seq.); the Sub Recipient must submit the audit to the Recipient within 9 months of the end of the Recipient's fiscal year or 30 days after receiving the report from an independent auditor, whichever is earlier.

C. Reporting Requirements.

1. Quarterly Progress Reports. The Sub Recipient shall submit quarterly progress reports to the Recipient within 20 days after the end of each calendar quarter. These reports shall be per the format shared by EPA CHDV grant program office.
2. Final Report. The Sub Recipient shall submit a comprehensive final report to Recipient within 60 days after the completion of the Project, or by February 28, 2027, whichever is earlier. The final report shall include:
 - a. Summary of all Project activities
 - b. Assessment of Project outcomes against initial goals and objectives
 - c. Detailed accounting of all expenses
 - d. Lessons learned and recommendations for future projects
 - e. Environmental benefits achieved (emissions reductions, fuel savings, etc.)
3. Performance Metrics. Sub Recipient shall track and report on the following performance metrics: Number of electric buses deployed; Scrappage/disposal documentation for ICE vehicles; Training hours provided and personnel trained; Training hours provided and personnel trained; Vehicle mileage and uptime statistics; Emissions reductions calculated using EPA's DEQ tool.
4. Special Reports: Sub Recipient shall prepare and submit any additional reports that may be required by the Recipient or the EPA throughout the term of this Agreement.

D. Sub Recipient's Indirect Cost Rate. de minimis (10%) \$36,720.00

E. Access to Records. Sub Recipient shall provide reasonable access to sub award records so that the Recipient and Federal auditors may verify compliance with 2 CFR 200.331 and 2 CFR Part 200, Subpart D, Post Federal Award Requirements, and 2 CFR Part 200, Subpart F, Audit Requirements.

F. Additional Requirements under 2 CFR 200.207: None.

G. Terms and conditions concerning the close out of the sub award. Either party may terminate this Agreement for cause in the event of a material breach by the other party, provided that the terminating party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach.

Section III. Other Recipient Requirements.

A. Intellectual Property. All intellectual property developed under this Agreement shall be owned by the Sub Recipient.

B. Title. Title to equipment acquired under this Agreement shall vest with the Sub Recipient.

C. Independent Contractors. The parties are and shall at all times be and remain independent contractors as to each other. At no time shall either be deemed to be an agent, officer, or employee of the other. No joint venture, partnership, agency, or other relationship shall be created or implied as a result of this Agreement.

D. Dispute Resolution. The parties agree that any dispute, claim or request for relief relating in any way to this contract will be first resolved by mediation. Should the attempt to mediate the case fail, or in the event of a breach of confidentiality obligations, infringement, or other misuse of intellectual property, either party may seek equitable relief in court. The parties agree to exclusive jurisdiction and venue of any such court action in the state courts in Alameda County or federal courts, Northern California District Court. The mediation will be conducted by JAMS in San Francisco, California. The parties shall share the cost of the mediation equally.

E. Severability. If any provision of this Agreement is found to be invalid, unenforceable, or void, the Parties shall construe such provision, to the extent feasible, to render the provision enforceable. If no feasible interpretation would save the provision, it will be severed from the remainder of the Agreement, and the remainder of the Agreement shall remain in full force and effect.

F. Entire Agreement. This Agreement constitutes the entire agreement of the parties pertaining to the subject matter hereof, and supersedes all prior or contemporaneous agreements any other communications of any kind, whether written or oral.

G. Amendments; Waivers. This Agreement may not be altered, amended, modified, or otherwise changed in any way except in a mutually executed writing. Any waiver or failure to enforce any provision of this Agreement on one or more occasions shall not be deemed a waiver of any other provision or of such provision on any other occasion.

H. Notices: Any notice under this Agreement must be in writing and will be deemed properly delivered on receipt if delivered by hand or email, one business day after

delivery to a courier or express delivery service with overnight service, or three business days if mailed via the US mail (which must be certified, return receipt requested). All such notices shall be addressed to:

To Recipient:

Kimberly E Raney
Executive Director of Procurement, Warehouse, & Transportation
Oakland Unified School District
1011 Union Street
Oakland, CA 94607-2236
Email: kimberly.raney@ousd.org
Phone: (510) 879-5005

To Sub Recipient:

Pallav Prakash
Director Electrification Program Management
Zum Services, Inc.
275 Shoreline Drive, Suite 200
Redwood City, CA - 94065
Email: pprakash@ridezum.com

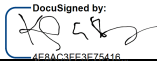
With a copy (which shall not constitute notice) to:

Zum Services, Inc.
275 Shoreline Dr., Suite 200
Redwood City, CA 94065
Attn: Legal
Email: contracts@ridezum.com

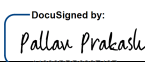
- I. Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. Electronic signatures are acceptable. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

IN WITNESS WHEREOF, the parties hereto have executed this Sub award Agreement as of the date written above.

Oakland Unified School District (Recipient)

By: 
Name: KIMBERLY RANEY
Title: ED Transportation
Date: 4/29/2025

Zum Services, Inc. (Sub Recipient)

By: 
Name: Pallav Prakash
Title: Director, Electrification Program Management
Date: 4/29/2025

EPA Funding Requested [A]	Mandatory Cost Share [B]	Voluntary Cost Share [C]	Total Project Cost [A+B+C]	Leveraged Costs [E]
\$15,178,465.00	\$4,731,992.00	\$	\$19,910,457.00	

Project Narrative: EPA-R-OAR-CHDV-24-06
(1) Cover Page:

Project Title	Fleet Electrification Project
Applicant Information	Applicant Name: Oakland Unified School District Address (Street, City, State, Zip): 1011 Union Street, Oakland, CA 94607-2236 UEI Number: U871PCLAXAD7 Point of Contact Name: Kimberly E Raney Point of Contact Office Phone Number: (510) 879-5005 Point of Contact Email Address: kimberly.raney@ousd.org
Sub-Program	<input checked="" type="checkbox"/> School Bus Sub-Program
Entity Eligibility	<input checked="" type="checkbox"/> Public School District
Budget Summary	
Project Location(s)	4919 Tidewater Ave, Oakland, CA 94601
Poor Air Quality	This project is in Alameda County, CA. As per the program priority list, this county is in a non-attainment area for Ozone or PM2.5 and has a High Ambient Diesel PM concentration.
Project Period	Project Start Date: 01 Jan 2025 Project End Date: 31 Dec 2026
Short Project Description	This project will replace 60 class 6/7 fossil-fuel-powered school buses with Zero-emission/Electric School Buses.

b. School Bus Sub-Program Summary Table:

School District Name	NCES ID	# of School Buses Being Replaced	Charging Infrastructure [Y/N] and Type [EVSE Level 1, 2, 3, or Mix]
Oakland Unified School District	0628050	60	Yes, Level 3

(2) Workplan:
Section 1- Project Summary and Approach
a. Overall Project

Oakland Unified School District aims to transition 60 fossil-fueled school buses to zero-emission electric buses. This project aligns with the EPA's Clean Heavy Duty Vehicle Program goals and underscores our district's commitment to improving air quality, reducing greenhouse gas emissions, and providing healthier transportation for our students.

Key components of this project include:

Vehicle Acquisition: Zum will acquire and deploy 60 Electric School Buses, replacing older ICE buses. These buses

will serve up to 1000 students and significantly reduce harmful emissions in our community.

Charging Infrastructure: We have already installed 60 DC fast chargers with V2G capability at the mentioned bus depot location, ensuring efficient and reliable charging for our new electric fleet. **Workforce Development:** We will implement a comprehensive training program for drivers, mechanics, and support staff to ensure the safe and efficient operation of the new electric buses and charging equipment.

Scrappage of Old Fleet: OUSD plans to either scrape, sell, or donate the existing diesel buses in accordance with the NOFO and its terms and conditions. If scrappage occurs, all requirements in the NOFO and Terms and Conditions will be met

Expected Outcomes:

- Significant reduction in local air pollutants and greenhouse gas emissions in Oakland.
- Improved health outcomes for OUSD students and community members, particularly in areas with high air pollution levels
- Lower operational costs over the long term due to reduced fuel and maintenance expenses
- Enhanced learning opportunities for OUSD students in clean energy and environmental science
- Creation of new jobs in clean transportation technology within the Oakland area

Partnership and Funding:

This project is planned to be implemented in partnership with Zūm Services, OUSD's transportation services. For this project, Zum will operate as a sub-award recipient with OUSD oversight. Zūm has committed to providing the mandatory cost share part of the project. Zūm would be executing this project under OUSD guidance.

Timelines

This project is scheduled to be completed in 24 months timeline.

By transitioning to electric school buses, we are not just upgrading the fleet, and we are investing in the health of our students, the quality of our environment, and the future of the Oakland community. This project represents a significant step towards a cleaner, more sustainable transportation system for our schools and will serve as a model for other districts across California.

b. Applicant Fleet Description

Fleet Sheet Attached

Section 2 – Environmental Results—Outcomes, Outputs and Performance Measures

a. Expected Project Outputs and Outcomes

Anticipated Outputs and Outcome Table

Activities	Anticipated Outputs	Anticipated Outcomes
Replacement of 60 existing ICE school buses with ZE buses	<p>Number of replaced ICE school bus vehicles: 60</p> <p>The replaced buses would be scrapped/sold/donated.</p> <p>OUSD would inform the program office accordingly.</p> <p>Purchase of supporting equipment(battery equalization and diagnostic tool kit) for maintaining optimal operations of</p>	<p>Emissions reductions along school bus routes</p> <p>Lifetime Results</p> <p>NOx: 11.104 tons</p> <p>PM2.5: 0.088 tons</p> <p>HC: 0.232 tons</p> <p>CO: 5.880 tons</p> <p>CO2: 8262 tons</p> <p>Fuel: 734,400 gallons</p>

	buses.	
Activities	Anticipated Outputs	Anticipated Outcomes
		*Estimated using EPA DEQ tool **tons(short ton) = 2000 lbs
	Number of school districts that replaced one or more school bus vehicles: 1	1000 school children transported on ZE buses rather than diesel buses
<p>Training provided to staff, bus drivers, mechanics, or other electric vehicle service providers (including EVSE service providers)</p> <p>Operations Staff: Develop an understanding of the yard Electric School Bus charging infrastructure-related operations.</p> <p>Drivers: Specialized training, which includes emergencies, regenerative braking, charging/discharging, etc., to handle electric buses.</p> <p>Mechanics: Maintenance, troubleshooting, and servicing of the electric buses and charging stations.</p> <p>First Responder: Training on safe handling of Electric School Buses. Including high-voltage system disabling, battery fire suppression, and proper extraction techniques.</p>	<p>OUSD, through a sub-award to Zum, will train operations staff, drivers, mechanics, and first responders on how to safely operate an Electric School Bus.</p>	<p>All drivers and mechanics will complete specialized Electric Bus operation and maintenance training. Establishment of an ongoing training program to keep staff updated.</p> <p>Improved Safety: First responders will have the knowledge to handle emergencies related to electric school buses.</p> <p>Future-ready workforce.</p>

Community engagement Engage with the stakeholders and local community to increase awareness of Electric school buses	OUSD will engage with impacted stakeholders, such as operations staff, drivers, parents, school staff, and mechanics, and educate them on the benefits of Electric School Buses. OUSD will also connect with the larger	Through the diverse and targeted activities, there should be a marked advancement in awareness of the benefits of electric school buses.
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Activities	Anticipated Outputs	Anticipated Outcomes
	community through a local Environmental group. Five community engagement activities will be conducted.	

b. Performance Measures and Plan

Activity	Measure
Replacement of 60 existing ICE school buses with ZE buses	<ul style="list-style-type: none"> • Purchase orders for buses and other equipment issued, Delivery invoice, Receipt, Delivery accepted report • Scrap/sell/donation report of 60 ICE school buses <ul style="list-style-type: none"> • Old vehicles meet the requirement in Section III.2.D Eligible Existing Vehicles and will be scrapped/sold/donated per the instructions under 'Fleet Expansion' in Section III.D.6.k of the Notice of Funding Opportunity (NOFO). • OUSD will provide a scrappage plan and program income implementation plan (if applicable) to EPA • Calculations of environmental benefits based on EPA's DEQ tool
Training provided to staff, bus drivers, mechanics, or other electric vehicle service providers (including EVSE service providers)	<ul style="list-style-type: none"> • Number of training sessions conducted • Total hours of training provided • Number of staff trained by category (drivers, mechanics, etc.) • Training attendance records • Completion certificates issued • Pre and post-training assessment scores • Training materials distributed • Hands-on practice sessions conducted
Community engagement (leveraged): Engage with the stakeholders and local community to increase awareness of Electric school buses	<ul style="list-style-type: none"> • Number of engagement events held • Number of attendees • Number of informational materials distributed • Number of social media posts

c. Timeline and Milestones

Phase	Activities	Deadline/time-frame	Deliverables
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I: Planning and Assessment	<p>a. Establishing core team and stakeholders, identifying needs, and initial feasibility study.</p> <p>b. Finalize funding sources.</p>	Month 1-4 January 2025 - April 2025	<ul style="list-style-type: none"> ● Core team composition document ● Detail of funds awarded and applied for ● Initial training sessions for Operations staff, Driver and mechanics: EV basics and safety ● Conduct one community engagement event
	<p>a. Development of QAPP, if required</p> <p>b. EPA approval</p> <p>c. Development of Training Program and Community Engagement plan</p>	May 2025	<ul style="list-style-type: none"> ● Submit a Quality Management Plan (QMP) and/or Quality Assurance Project plan (QAPP) to EPA if required ● QAPP revisions, if necessary ● Provide the training program with approximate numbers for measures mentioned in section 2b of this work plan.
II:	a. Develop	Month 5-8 May 2025 - Aug 2025	<ul style="list-style-type: none"> ● Technical Specifications ● Old fleet Disposal plan(Scrap/sell/donate), disposal tracking and programmatic income details
Procurement and Partnership Development	<p>b. operations plan</p> <p>b. Initiate procurement process for Buses, and other related equipment</p>		<ul style="list-style-type: none"> ● Maintenance and Operations Plan ● Buses RFP ● Bus and Equipment Purchase Order ● Conduct one community engagement event
III: Installation	<p>a. Train Drivers and maintenance workers</p> <p>b. Test Fleet and Equipment</p> <p>c. Deploy Buses</p>	Month 9 -20 September 2025 - August 2026	<ul style="list-style-type: none"> ● Training Program and reports ● Training Feedback Reports ● Fleet and Equipment Test reports ● Start bus deployment ● Acceptance Certificate ● Conduct two community engagement events
IV: Performance and Benefits monitoring	<p>a. Monitor and Report on Performance and Benefits</p> <p>b. Leverage Project for Learning and Other Impact</p>	Month 21 - 24 September 2026- December 2026	<ul style="list-style-type: none"> ● Report containing key performance indicators such as energy consumption, energy metered, power efficiency trend of the system, uptime of the chargers, and total miles traveled. ● Conduct one community engagement event. ● Submit annual report ● Quarterly Report within

			<p>30 days within the quarterly performance period(Each quarter during the performance period)</p> <ul style="list-style-type: none"> Final Report within 120 days of the end of the grant performance period
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Section 3- Programmatic Capability and Past Performance

The school district is partnering with Zum Services, our transportation service contractor. Zum has been awarded the EPA Clean School Bus Grants and Rebate award for deploying 197 electric school buses. In addition, Zum is a recipient of numerous other California State grants/incentives programs, such as the BAAQMD Carl Moyer Program, Clean Mobility Options clean school bus program, etc. This experience of Zum will be a valuable asset to the district during the award performance period.

In addition, the district has been part of the following Assistance Agreements.

a. Past Performance

Federal/Non-Fed Agency	Federal
Project Title	Title I Part A
Assistance Agreement number or listing	CFDA #: 84.010
Date of Project Initiation	10/1/2023
Brief Description	Title I Part A grant (\$19.1M)

Reporting Requirements

Reporting Quality	Submitted reports as per the agreement requirement
Timeliness	Yes
Adverse Remark	None

b. Past Performance

Federal/Non-Fed Agency	Federal
Project Title	ESSER III
Assistance Agreement number or listing	CFDA #: 84.425
Date of Project Initiation	7/1/2021
Brief Description	ESSER III (\$103.9M)

Reporting Requirements

Reporting Quality	Submitted reports as per the agreement requirement
Timeliness	Yes
Adverse Remark	None

c. Past Performance

Federal/Non-Fed Agency	State
Project Title	California Community Schools Partnership Program (CCSPP)
Assistance Agreement number or listing	CDE Grant Number: 25610
Date of Project Initiation	7/1/2021
Brief Description	CCSPP (\$66.7M)

Reporting Requirements

Reporting Quality	Submitted reports as per the agreement requirement
Timeliness	Yes
Adverse Remark	None

c. Staff Expertise (5 possible points)

<u>Name, Position</u>	<u>Summary of knowledge, expertise, or qualifications</u>
Kimberly E Raney Executive Director of Procurement, Warehouse, & Transportation	Kim has over two decades of experience in transportation and logistics. With an MBA from Argosy University and a BA in Sociology, Kim has a robust educational foundation. Some highlights of her career are spearheading the Alameda County Transportation Commission Student Transit Pass Program, which provides students with Youth Clipper Card at no cost to the district. She would be a key person in executing this project as the project sponsor.

The district is partnering with Zūm Services, Inc., which is our Transportation Service Provider. Zūm is bringing the following staff expertise.

<u>Name, Position</u>	<u>Summary of knowledge, expertise, or qualifications</u>
Ritu Narayan, Founder, and CEO	MS Management, Stanford GSB. Expert in technological advancement and environmental consciousness which will be effective in project alignment and successful execution.
Vivek Garg, Co-Founder and COO	MS Management, Stanford GSB. Extensive experience in operational planning, supply chain innovation, and military operations equips him with the strategic foresight essential for fleet electrification.

Abhishek Garg, Co-Founder and CTO	Technical expertise, combined with a track record in developing and implementing technology strategies, positions him to drive efficiency and performance in the electrification project.
Liz Sanchez, EVP of Operations	Over 30 years of extensive experience in school bus fleet planning and operations. Experience in leading large multi-state markets and implementing strategic growth plans, making her a pivotal figure in the project.
Dr. Pallav Prakash, Director (Electrification Program Management)	Leads the EV vertical and initiative on the Net Zero Transition. A former naval officer, with a rich background in submarine operations, His extensive experience with batteries and energy management will be the key to the success of this project. Pallav is a graduate of Johns Hopkins University and the Indian Institute of Management, Lucknow, India. He is also a mentor for innovation and entrepreneurship programs at the School of Engineering, Stanford University and the Blum Center, University of California, Berkeley.
Pawan Kumar, EV Program Specialist	As a seasoned sustainability professional with an MBA from the University of Southern California and a PMP certification, Pawan manages the funding for fleet electrification projects. He manages project finance, overseeing and managing project infrastructure with investments, financial analysis and assessment of project deployment timelines.
Sarah Skinner, VP Strategic Partnerships	With over 15 years of experience in managing strategic partnerships within the education sector, she possesses the expertise to effectively navigate and foster relationships with various stakeholders.

Section 4- Environmental Justice and Disadvantaged Communities (20 possible points from Section V.A. of the NOFO)

NCES ID (if applicable)	County	City, State	Zip Code	Number of Vehicles	% of Time Vehicles Spent in Area	Contains Disadvantaged Community? (Y/N)	Contains maintenance area? (Y/N)	Contains nonattainment area? (Y/N) If yes, contains severe or extreme nonattainment area? (Y/N)	Air Toxics Concern: Contains high ambient diesel PM based on AirToxScreen? (Y/N)
0628050	Alam	Oak	946	60	100	Y	N	N	Y

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a. Prioritized Counties Containing Disadvantaged Communities: Nonattainment Areas

Yes

b. Prioritized Counties Containing Disadvantaged Communities: Areas with Air Toxics Concerns

Yes

c. Community Engagement

The district, along with its partner Zūm, will utilize the following engagement strategies using leveraged funds.

1. Collaborate with existing community organizations:
 - Partner with local environmental justice groups, neighborhood associations
 - Utilize their communication channels to reach a wider audience
2. Engage with directly impacted communities
 - Leverage monthly safety meetings and training sessions with bus drivers and mechanics to discuss the project and listen to their concerns.
 - Organize a Ride and Drive event where drivers, mechanics, and operations staff can see and learn about electric school bus.
 - Develop an educational curriculum for training drivers, mechanics, and operations staff.
3. District-Wide Communications
 - Share updates via newsletters to parents and community members
4. Multilingual and Accessible Outreach
 - Ensure the communications cater to the language requirements of the target audience.
 - Provide materials in accessible formats for people with disabilities
5. Media Engagement
 - Invite media for an exclusive behind-the-scenes look at the electrification process.

Section 5 – Project Readiness

1. **Utility Coordination and Consultation:** The charging infrastructure for supporting these buses has already been installed. The site has been energized by PG&E.
2. **School Board Awareness and Approval:** We have received support for the project, and a Board awareness certificate is included in the application package.
3. **Additional Stakeholder Coordination:** The site owner is aware of this project. The drivers, mechanics, and other operations staff of the yard are being trained on operating electric school buses.
4. **Funding:** The district, in collaboration with its partner Zūm, will use additional funding sources, such as 45 W and 30C tax rebates, to supplement the funds provided by this program.
The charging infrastructure has been with the support of programs such as BAAQMD Carl Moyer program, Clean Mobility Options Clean School Bus program.
5. **Charging Infrastructure:**
 - a. We have conducted a detailed analysis of the power requirements based on the battery size, route length, and duty cycle of **60** electric school buses.
 - b. Determined peak load requirements of **2 MW**
 - c. Zum has already installed the chargers required for charging these 60 buses.
 - d. Trials of these chargers have been completed successfully.
 - e. PG&E has already energized the site, and Zum is testing the chargers.

The project site is ready to host 60 class 6 electric school buses.

Section 6 – Project Sustainability

Our commitment to sustainable project outcomes extends beyond the EPA funding period. We have developed a comprehensive strategy to ensure the long-term benefits and continued emissions reduction efforts:

Financial Stability: These buses will be operated and maintained by Zūm Services. In addition to revenue from transportation services, Zūm is expecting to utilize the V2G (Vehicle-to-Grid) capability of these buses to reduce the cost of operations and increase the financial viability of this project. Cost reduction can be achieved by sending energy back to the grid during peak demand times in the evening.

Long-Term Impact on the Environment: These buses will be charged during super-off-peak and off-peak hours when energy rates are lowest and renewable energy generation is at its peak. The stored energy in the buses can be used during peak demand periods in the evening, potentially eliminating the use of pollution peak plants. This would add to an additional reduction in GHGs beyond the emission reduction number shared in this narrative.

Continuous Improvement in Efficiency: It will be a continuous endeavor to improve the routing done by the platform implemented by Zūm services, to make bus usage as efficient as possible. Increased efficiency would lead to lower resource usage, further contributing to the sustainability of this project.

Operations and Maintenance Plan: We are collaborating with Zūm Services for the implementation of this project. We have prepared a detailed Operations and Maintenance plan in collaboration with Zum Services. Here is a brief version of the Operations and Maintenance Plan

- **Daily Operations:** This involves pre-trip inspection by drivers, including battery charge level checks, optimizing route planning to maximize energy efficiency, scheduled charging during off-peak hours to reduce costs and utilize cleaner energy, etc
- **Routine maintenance:** Weekly, monthly, and quarterly routines based on OEM recommendations and Zūm's experience.
- **Annual Maintenance:** Full vehicle inspection by OEM, battery capacity testing and balancing, Charging infrastructure inspection and testing, etc.
- **Predictive Maintenance:** Continuous monitoring of vehicle telematics data, and data-based analysis to predict potential issues before they occur.
- **Continuous Training:** Continued refresher training for operations staff, drivers, mechanics, and first responders.

Coordination with Utility Partner: The local utility PG&E has provided sufficient power to support the charging of 60 electric school buses.

By integrating financial innovation, environmental stewardship, technological advancement, and strategic collaborations, this project is poised to create lasting benefits. These strategies demonstrate a thorough and thoughtful approach to sustainability, aligning with the core goals of the EPA and promising a resilient future for the project beyond the period of federal funding.

Section 7 – Climate Resilience

The following strategies would be put in place to ensure that this project sustains its expected outcomes even as the climate evolves. Some of the strategies would be

Infrastructure Siting Considerations:

- **Flood Zones:** All infrastructure, including charging stations, is strategically planned to be placed considering flood hazards. Chargers will be mounted on pedestals as needed to prevent damage.
- **Storm Drains:** Infrastructure is planned to be aligned with storm drainage plans to minimize flooding during heavy rain.

Clean Energy Technologies: To increase climate and disaster resilience, the integration of solar canopies and battery energy storage systems will be considered later.

Vehicle-to-Grid (V2G) Capabilities: These buses will be with bidirectional charging capability. These buses can be utilized for V2X applications like vehicle-to-building (V2B) during outages or vehicle-to-grid (V2G) to reduce grid stress, as coordinated with utility

Managed Charging Strategy: A managed charging plan will ensure that the buses are charged at super-off-peak times to minimize electricity costs and total site demand consumption.

Coordination with Other Stakeholders: We will work closely with city, county, and state stakeholders that have ongoing climate resiliency efforts to align depot operations with existing action plans or hazard mitigation planning.

Scenario Planning and Contingency: We will evaluate scenarios like prolonged electrical grid outages and create contingency plans with utilities. The use of a mobile battery energy storage system or renewable power generation or battery energy storage will mitigate the effects of grid outages, allowing for a microgrid system where onsite energy generation can continue to function.

Section 8 – Job Quality and Workforce Development

We recognize the importance of robust workforce planning to ensure the successful transition to electric school buses. The workforce development will emphasize the training and support needed for existing drivers, mechanics, and other essential personnel with a commitment to protect existing workers from being replaced or displaced.

Workforce Impact Assessment: We are committed to a smooth transition to electric school buses that support our existing workforce. Our assessment indicates:

- All current drivers and mechanics are being retained and trained
- New job opportunities will be created in charging infrastructure maintenance
- Existing staff will gain valuable and transferable skills in clean transportation technology.

Training Plan: A comprehensive training program developed in partnership with Zūm includes

- In-person classroom training for drivers and mechanics on Electric School Buses and charger operations
- Hands-on training with ESBs and chargers
- Refresher training
- Ongoing training for staff turnover

Training Details:

- 40 hours of initial training for drivers and mechanics
- A regular survey of trainees to measure effectiveness and gather feedback

Worker Safety:

- Comprehensive safety training integrated into all aspects of the program

- Regular updates to safety protocol based on new technology and feedback

Training Integration in Procurement Decision:

- It will be part of the purchase agreement with OEMs to provide basic training on the handling and maintenance of buses and charging infrastructure.

Community College Collaboration

- We may also explore partnering with the right community colleges to establish pathways for the future workforce.

Extended Job Creation Impact:

- This project will directly support jobs at the electric school bus manufacturing facilities.
- The increase in demand for electric buses and charging equipment will indirectly support jobs in the supply chain, logistics, and transportation sectors.

Section 9 – Funding Beyond the Mandatory Cost Share

The following programs would be used to leverage additional resources beyond the mandatory cost share.

Green Bank Financing: We would explore collaborating with local Green Banks to shore up the funding beyond the mandatory cost share.

State Programs:

- We will explore state programs that allow stacking of funds with federal grants/incentives.

Mandatory Cost Share: The mandatory cost share part of the project is being covered by Zum Services. (attached letter of commitment)

Section 10 - Budget

a. Budget Detail

Attached Excel sheet

b. Expenditure of Awarded Funds

We will employ a structured approach to ensure that awarded grant funds are expended efficiently and and timely. We will utilize project management software to track spending in real-time, enabling us to monitor expenditures closely and make adjustments as necessary.

We will establish stringent procedures and controls to manage grant funds effectively. All expenditures will undergo a multi-tiered approval process. Our procurement policies will adhere to federal regulations, ensuring that all purchases are necessary, reasonable, and cost-effective. Regular internal financial reviews and monthly budget versus actual expenditure reports will help us stay on track and identify any discrepancies early on.

To maintain accountability and transparency, we will engage an external accounting firm for annual audits and financial report preparation. This firm will help to ensure compliance with federal regulations and provide expert analysis to support our financial management. Additionally, we will conduct regular training for staff involved in grant management to keep them updated on best practices and regulatory requirements. Through these robust procedures and controls, we will ensure that grant funds are utilized responsibly, maximizing their impact on our project objectives.

c. Reasonableness of Costs (5 possible points)

OUSD will oversee to Zum Services as a subaward recipient for this project. Zum has extensive experience in implementing electric school bus projects. Zum has a deep understanding of the technology and the related costs.

Zum's procurement strategy focuses on the best value in addition to the lowest cost. Zum carefully selects equipment, subcontractors, and support services through partnerships that ensure optimal performance and longevity.

The budgeted costs for this project reflect current market rates for high-quality equipment and services. Below is a description of major cost category items

- Buses: The prices used in this line items are from quotes received from various major suppliers such as IC Navistar, etc
- Personnel: Our personnel costs include salaries for project management and execution.
- EV Diagnostic Tool Kit (e.g., BYD VDS2100): The EV Diagnostic Tool Kit, such as the BYD VDS2100, is essential for maintaining the electric buses. This tool kit allows for precise diagnostics of the vehicle's systems, including the electric drivetrain and battery health. Regular diagnostics are crucial for identifying and addressing issues before they become major problems, thereby reducing downtime and repair costs.
- HV Battery Equalization Equipment: This equipment is used for the maintenance of the HV batteries in Electric buses. This equipment ensures that all battery cells are balanced, which is critical for maintaining battery health and efficiency. Balanced batteries have a longer lifespan and perform more reliably, which reduces the need for frequent replacements and minimizes operational interruptions.

=====End of Narrative=====

Section 11 – Attachments (As listed in Section IV.B. of the NOFO; this information does not count towards the project narrative 15-page limit):

Applicant Fleet Description (mandatory): Attached

Documentation of Partnership with Utility (mandatory, if applicable): Attached

Documentation of School Board Awareness (mandatory, if applicable): Attached

Cost Share Commitment Letter(s) (mandatory, if applicable): Attached