The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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May 3, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a grant agreement with First Student, Inc., Cincinnati, Ohio (VC# 177801-B001) in the amount of $289,468.00 for partial funding of diesel school bus replacements, effective upon Governor and Council approval through March 31, 2022. 45% Federal Funds, 55% VW Settlement Funds.

Funding is available in the account as follows:

	FY 2021
03-44-44-443010-2278-072-500572 Dept. of Environmental Services, DERA Funds, Grants Federal	$289,468.00

EXPLANATION

Under the Diesel Emission Reduction Act (DERA) the U.S. Environmental Protection Agency (EPA) provides funding to states for projects that reduce harmful emissions produced by older diesel engines, including replacement of vehicles. The new vehicles must meet more stringent emissions standards. Utilizing federal EPA funds, matched with funding from New Hampshire's Volkswagen Environmental Mitigation Trust Fund, NHDES had $750,000 available for grants.

A request for proposal (RFP) was conducted from November 17, 2020 through January 19, 2021. Nine entities applied for funding. Three proposals were approved for funding (see Attachment A for the scoring results), one of which was withdrawn. First Student requested partial funding to replace thirteen (13) engine model year 2006 to 2007 school buses. The 13 buses have an average age of just over 15 years, an average of 174,243 miles of operation and are listed as being in fair condition. They operate in a cold weather environment and are typically operated in a dual startup/shutdown mode (a morning run and an afternoon run) each operating day which increases wear and tear on the engine. School buses are also typically inactive for extended periods of time thus mileage is typically accrued over shorter operating times. The characteristics of the 13 school buses are shown in Figure 1.

The DERA program has mandatory minimum cost share requirements for a vehicle replacement project of 75 percent. NHDES will provide a grant of the lesser of $289,468.00 or 25 percent of the total replacement cost (estimated $1,157,871.00) to First Student, Inc. for the replacement of 13 school buses.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that Federal funds become no longer available General funds will not be requested to support this program.

We respectfully request your approval.

Robert R. Scott
Commissioner

Subject: First Student, Inc. School Bus Replacement Project

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		**1.2 State Agency Address** 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: First Student, Inc.		**1.4 Grantee Address** 600 Vine St. Suite 1400, Cincinnati, OH 45202	
1.5 Effective Date Upon G&C approval	**1.6 Completion Date** 3/31/2022	**1.7 Audit Date** N/A	**1.8 Grant Limitation** $289,468.00
1.9 Grant Officer for State Agency Jessica Wilcox, Transportation Program Specialist NH Department of Environmental Services		**1.10 State Agency Telephone Number** (603) 271-6751	
1.11 Grantee Signature		**1.12 Name & Title of Grantee Signor** Brian Beechem, Asst. Secretary	

1.13 Acknowledgment: State of Ohio, **County of** Hamilton

On 04/02/2021, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

MICHAEL LOUIS PETRUCCI Notary Public, State of Ohio My Commission Expires / /

1.13.1 Signature of Notary Public or Justice of the Peace

(Seal)

1.13.2 Name & Title of Notary Public or Justice of the Peace

Michael Petrucci, Notary Public

1.14 State Agency Signature(s)	**1.15 Name/Title of State Agency Signor(s)** Robert R. Scott, Commissioner

1.16 Approval by Attorney General's Office (Form, Substance and Execution)

By: **Attorney, On:** 5/10/2021

1.17 Approval by the Governor and Council

By: **On:** / /

Initials Contractor

Date 4/2/2021

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date")

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA: RETENTION OF DATA: ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT: REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event

Contractor Initials

Date 4/2/2021

Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranteed by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $2,000,000 for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation of modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any
third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Contractor Initials
Date 4/27/2021

EXHIBIT A
PROJECT SCOPE OF WORK

Grant Number: 00A00175-2020-004
Project Title: NH Clean Diesel Program Agreement with
First Student, Inc. – School Bus Replacement Project
Subgrant Program for Diesel Emissions Reduction Projects
Federal Award Identification Number (FAIN): 00A00175
(Awarded September 21, 2020)
CFDA Number and Name: 66.040, State Clean Diesel Grant Program

This Scope of Services describes activities that have been agreed to between the New Hampshire Department of Environmental Services (NHDES) and First Student, Inc. (Vendor Code #177801-B001) for school buses that operate in Nashua, NH to reduce diesel emissions in the State using funds available via the New Hampshire State Clean Diesel Grant Program funded by the U.S. Environmental Protection Agency (EPA).

The project activities will be carried out in Nashua, NH by the First Student, Inc. (hereinafter referred to as First Student), 600 Vine St. Suite 1400, Cincinnati, OH 45202.

This agreement will become effective upon approval by Governor and Council. The project completion date is March 31, 2022, with additional reporting requirements through 2027.

NHDES and First Student will undertake under this Agreement the replacement of 13 school buses.

For the purposes of this Agreement, NHDES and First Student agree to the requirements to the following:

1. NHDES shall assign the appropriate staff to coordinate this project with First Student.

2. First Student shall purchase school buses as replacements for school buses identified in the attached list.

3. The replacement school buses will be powered by MY 2021 or newer EPA certified heavy-duty diesel engines.

4. The replacement buses must be of the same vehicle class as the original buses and operate in the same manner over similar routes as the replaced buses, unless otherwise approved by the EPA.

5. NHDES shall reimburse First Student 25 percent of the eligible expenses, or $289,468.00 whichever is less.

6. Eligible expenses under this grant include the cost of the school buses only.

Grantee initials _____
Date 4/21/2021

7. Other expenses including, but not limited to "optional" components or "add-ons" to the vehicle, vehicle registration, scrappage of replaced vehicle, engineering, project management, and personnel costs are not eligible expenses.

8. First Student shall provide NHDES with the following information on each bus to be replaced prior to purchasing the new vehicle:

   a. Annual miles driven
   b. Annual fuel use and fuel type
   c. Annual idling hours
   d. Vehicle Identification Number (VIN)
   e. Engine Model Year
   f. Gross Vehicle Weight Rating (GVWR)
   g. Vehicle Class
   h. Engine Manufacturer
   i. Engine Serial Number
   j. Engine Family Number
   k. Description of routes or typical use

9. The replaced buses shall be taken out of service no later than 15 days following the placement into service of the replacement vehicles.

10. The replaced buses will be scrapped within 90 days from the date each replacement is put into service.

11. First Student shall use the replacement buses in normal service for a period of no less than five (5) years. In the event that First Student sells or surpluses any replacement bus within five years of the effective date of this contract First Student shall follow the guidelines set forth in Title 2 Code of Federal Regulations, Subtitle A, Section 200.313, and shall reimburse the State of New Hampshire in accordance with the depreciation table below.

Project: First Student School Bus Replacement Grant

	Percent Value Remaining	Total Grant per Bus	Value to be Returned to NHDES
Year 1 value	20	$22,266.77	$4,453.35
Year 2 value	16	$22,266.77	$3,562.68
Year 3 value	12.8	$22,266.77	$2,850.15
Year 4 value	10.2	$22,266.77	$2,271.21
Year 5 value	7.6	$22,266.77	$1,692.27

Note: Depreciation of grant is calculated based on a total grant of $289,468.00 for 13 vehicles.

12. First Student shall:
    a. Register the replacement school buses in accordance with New Hampshire law;
    b. Maintain the replacement school buses in accordance with manufacturer recommendations;
    c. Not make modifications of the emission controls system on the replacement school buses or engines; and,

Grantee initials

Date 4/2/2021

d. Make the school buses and related documents (including maintenance records) available for follow-up inspection for five years from date of grant approval, if requested by EPA or NHDES.

13. First Student shall scrap the school buses being replaced or render them permanently disabled. NHDES shall be allowed the opportunity to witness the destruction of the engines and the chassis with a two week (minimum) advance notice of the event. The replaced school buses may be permanently disabled by:
    a. Creating a minimum 3" diameter hole completely through the engine block; and
    b. Cutting the chassis rail in half.

14. First Student shall supply documentation confirming the scrappage requirements have been met for the school buses. The documentation must be signed by the authorized representative listed on the grant application form or other duly authorized representative. The documentation must include:
    a. The date the school buses were scrapped;
    b. The engine model year, engine family name, engine serial number, and VIN for the school buses;
    c. The name and contact information for the entity that scrapped the school buses, if other than the grantee; and
    d. Photographic images of the following for each of the school buses:
        i. Side profile of the school bus;
        ii. Vehicle Identification Number (VIN);
        iii. The engine tag that includes the engine serial number and engine family number (if available);
        iv. Chassis rail cut in half;
        v. Engine block prior to destruction; and
        vi. Engine block after destruction.

    Scrappage may be completed by First Student or by a salvage yard or similar service, provided all scrappage requirements have been met and all necessary documentation provided.

15. First Student shall submit **Quarterly Project Status Reports** to NHDES within 15 days after the end of each calendar quarter, beginning the Effective Date of the Agreement for a period of two years following vehicle acquisition. Quarterly Project Status Reports shall include sufficient information for NHDES to estimate the emissions reductions attributable to the school bus replacements, including:
    a. The amount of fuel used during the preceding quarter;
    b. The number of miles each vehicle was used in the preceding quarter; and
    c. The estimated amount of idling experienced in the preceding quarter.

16. First Student shall submit **Annual Project Status Reports** to NHDES by January 15th of each year, beginning one year from the last quarterly report, for a period of three years including, but not limited to:
    a. The amount of fuel used during the preceding year;
    b. The number of miles each vehicle was used in the preceding year; and
    c. The estimated amount of idling the vehicle experienced in the preceding year.

Grantee initials

Date 4/2/2021

17. First Student shall not use grant funds for any costs not specified in this Exhibit A, Scope of Services. First Student shall complete all activities, reports, and work products specified herein.

18. This Agreement may be terminated for good cause by any one of the parties or for convenience if all parties agree, with the provision for orderly termination of the project. Termination of the Agreement shall not occur until thirty (30) days after a "notice of termination" has been received by the other party. Said notice shall specify the cause for termination.

19. Should First Student terminate this Agreement for other than good cause prior to completion of all obligations specified in Exhibit A, First Student will reimburse the State of New Hampshire for any funds received.

Grantee initials

Date 4/2/2021

EXHIBIT B
PAYMENT SCHEDULE

1) Payments under this agreement are not to exceed $289,468.00 or 25 percent of eligible project costs, whichever is less.

2) NHDES will reimburse First Student for eligible expenses provided First Student is in compliance with all recordkeeping and reporting requirements in Exhibit A.

3) Invoices may be submitted for reimbursement upon payment and shall include the following:

   a) Payment request on First Student letterhead with the following information for each replacement vehicle and each replaced vehicle:
      i) Vehicle Identification Number (VIN);
      ii) Engine and vehicle model year;
      iii) Engine and vehicle manufacturer;
      iv) Engine serial number;
      v) Engine family number;
      vi) Vehicle's class;
      vii) Fuel type; and
      viii) Cost of vehicle replacement.
   b) A copy of all vendor invoices;
   c) A copy of cancelled checks or other documents verifying payment;
   d) A copy of the new school bus registrations;
   e) Proof of scrappage as per Exhibit A; Sections 13-14; and
   f) Contact information for any questions related to reimbursement requests.

4) NHDES will process complete invoices within 30 days of receipt.

5) Invoices must be submitted by March 31, 2022. Requests submitted after this date may be denied.

6) All obligations of NHDES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.

Grantee initials _____
Date 4/2/2021

EXHIBIT C
SPECIAL REQUIREMENTS

Federal Funds paid under this agreement are from a Grant/Contract/Cooperative Agreement to the State from United States Environmental Protection Agency, New Hampshire State Clean Diesel Grant Program under CFDA # 66.040. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

Grantee initials _____
Date 4/21/2021

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
c/o Aon Client Services
4 Overlook Point
Lincolnshire IL 60069 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	AIU Insurance Company	19399
INSURER C:	New Hampshire Insurance Company	23841
INSURER D:	AIG Specialty Insurance Company	26883
INSURER E:	ACE Property & Casualty Insurance Co.	20699
INSURER F:		

INSURED
First Student Inc
600 Vine Street
Suite 1400
Cincinnati OH 45202 USA

COVERAGES CERTIFICATE NUMBER: 570086419945 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL3629890	04/01/2021	10/01/2021	EACH OCCURRENCE	$10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$5,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	$10,000,000
							GENERAL AGGREGATE	$10,000,000
							PRODUCTS - COMP/OP AGG	$10,000,000
A	AUTOMOBILE LIABILITY			CA1921809 AOS	04/01/2021	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$10,000,000
A	X ANY AUTO			CA1921808 VA	04/01/2021	10/01/2021	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
A	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			CA1921810 MA	04/01/2021	10/01/2021	PROPERTY DAMAGE (Per accident)	
E	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION			XEUG71795093002 SIR applies per policy terms & conditions	04/01/2021	04/01/2022	EACH OCCURRENCE	$15,000,000
							AGGREGATE	$15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC014649551	04/01/2021	10/01/2021	X PER STATUTE / OTH	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		WC014649548	04/01/2021	10/01/2021	E.L. EACH ACCIDENT	$5,000,000
B				WC014649547	04/01/2021	10/01/2021	E.L. DISEASE-EA EMPLOYEE	$5,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below			WC014649549	04/01/2021	10/01/2021	E.L. DISEASE-POLICY LIMIT	$5,000,000
A	Excess WC			XWC6583124 SIR applies per policy terms & conditions	04/01/2021	10/01/2021	EL Each Accident EL Disease - Policy EL Disease - Ea Emp	$5,000,000 $5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder Includes: New Hampshire Department of Environmental Services (NHDES), Grants Manager - Air Resources Division, Attn: Jessica Wilcox, Coordinator, Granite State Clean Cities Coalition (GSCCC). Sexual Abuse and Molestation Coverage is included under the General Liability policy. New Hampshire Department of Environmental Services (NHDES), RBS Asset Finance, Inc. and its successors and assigns are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the

CERTIFICATE HOLDER

New Hampshire Department
of Environmental Services (NHDES)
Attn: Jessica Wilcox
29 Hazen Drive
PO Box 95
Concord NH 03302-0095 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc.

Holder Identifier :

Certificate No : 570086419945

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AGENCY CUSTOMER ID: 100000000112

LOC #:

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.	NAMED INSURED First Student Inc
POLICY NUMBER See Certificate Number: 570086419945	
CARRIER See Certificate Number: 570086419945 — NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES — If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
D	Excess Auto Lia			6631262 $15M x $10M	04/01/2021	10/01/2021	Each Occurrence	$15,000,000
							Aggregate	$15,000,000

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AGENCY CUSTOMER ID: 100000000112

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.	NAMED INSURED First Student Inc
POLICY NUMBER See Certificate Number: 570086419945	
CARRIER See Certificate Number: 570086419945 — NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

General Liability and Automobile Liability policies.

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FIRST STUDENT, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on May 15, 1990. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **150792**

Certificate Number: **0005337826**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2021.

William M. Gardner
Secretary of State

Certificate of Authority

I, Michael Petrucci, Secretary of First Student, Inc. do
Printed Name of Certifying Officer *Title* *Name of Company*

hereby certify that Brian Beechem is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Secretary,
Office/Position of Certifying Officer
of First Student, Inc., this 6th day of April, 2021
Name of Company

Signature of Certifying Officer

Notarization

State of Ohio
County of Hamilton
On 4/6/2021, before me, Andrew Pugh,
Date *Name of Notary or Justice of the Peace*

the undersigned officer, personally appeared Michael Petrucci, who
Printed Name of Certifying Officer
acknowledged him/herself to be the Secretary, of First Student, Inc.,
Office/Position *Name of Company*
and that she/he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public or Justice of the Peace

(seal)

ANDREW WESLEY PUGH
Notary Public, State of Ohio
My Commission Expires 05-20-2024

Commission Expires: 5-20-21

Department of Environmental Services
DERA Grant Program
Figure 1 - First Student Bus Listing

Engine Model Year	Engine Manufacturer	Fuel Type	Current Mileage	Annual Miles Driven	Annual Fuel Use	Annual Idling hours
2004	International	Diesel	148,742	11,132	1,713	107
2004	International	Diesel	185,087	17,755	2,732	107
2006	International	Diesel	120,095	8,019	1,234	107
2006	International	Diesel	155,154	16,431	2,528	107
2006	International	Diesel	182,525	12,952	1,993	107
2006	International	Diesel	194,982	10,988	1,690	107
2006	International	Diesel	181,467	21,599	3,323	107
2006	International	Diesel	204,176	16,007	2,463	107
2006	International	Diesel	184,194	12,199	1,877	107
2006	International	Diesel	183,224	14,762	2,271	107
2006	International	Diesel	183,980	9,161	1,409	107
2006	International	Diesel	205,090	9,631	1,482	107
2007	International	Diesel	136,443	1,428	220	107

ATTACHMENT A

2020 New Hampshire Clean Diesel Grant Program

Round 2 Final Scoring Results and Funding Amounts

Grant Applicant	Location/Town	Funding Amount	Score
Waste Management	Rochester	$128,200	65
First Student	Nashua	$289,468	63
Lebanon School District (SAU 88)	Lebanon	$70,000	Withdrawn
Not Selected			
Gauron Fisheries – Northern Star	Hampton	$136,000	55
Gauron Fisheries – White Star	Hampton	$90,800	55
Town of Goffstown DPW	Goffstown	$105,000	51
Town of Swanzey	Swanzey	$150,000	51
Mont Vernon Fire Department	Mont Vernon	$100,000	46
Two Devine Lobster Company, LLC	Hampton	$38,000	Withdrawn

ATTACHMENT A (CON'T)

Detailed Scoring Results

Project	Env. Benefit	Cost Effectiveness	Populated Area	Operation in NH	Government Entity	Potential for Success	Other Benefit	Econ. Disadvantaged Community	Clean Fuel	Total
Waste Management	17	5	12	15	0	5	5	4	2	**65**
First Student	13	5	15	15	5	3	3	4	0	**63**
Not Selected										
Gauron Fisheries – Northern Star	17	15	4	15	0	2	2	0	0	**55**
Gauron Fisheries – White Star	12	20	4	15	0	2	2	0	0	**55**
Town of Goffstown DPW	5	5	10	15	10	5	1	0	0	**51**
Town of Swanzey	5	5	7	15	10	3	2	4	0	**51**
Mont Vernon Fire Department	5	5	5	15	10	4	2	0	0	**51**

Reviewers

Name	Agency/Organization	Title	Years of Experience
Jessica Wilcox	NHDES Air Resources Division Technical Services Bureau	Grants Manager	3
Joseph Fontaine	NHDES Air Resources Division Technical Services Bureau	Technical Programs Manager	30
Lisa Cota-Robles	NH Office of Strategic Initiatives	Deputy Director/State Energy Program Administrator	2
Timothy White	NHDES Air Resources Division Technical Services Bureau	Mobile Source Section Supervisor	5