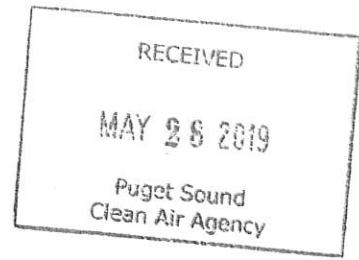


CITY OF SEATTLE
DEPARTMENT OF TRANSPORTATION



**MAKING THE BUSINESS CASE FOR SMART, SHARED, AND SUSTAINABLE
MOBILITY SERVICES – #005**

**DEPARTMENT OF ENERGY – ENERGY EFFICIENCY & RENEWABLE ENERGY
GRANT AWARD DE-EE0008261**

CDFA #: 81.086

This Agreement is made and entered into by and between the City of Seattle ("the City"), a Washington municipal corporation, through its Department of Transportation ("SDOT"), as represented by the Director of the Department of Transportation; and Puget Sound Clean Air Agency, a Washington municipal corporation, 1904 Third Avenue, Suite 105, Seattle, WA, 98101. ("Agency").

In consideration of the terms, conditions, covenants, and performance of the Scope of Work contained herein, the City and the Agency mutually agree as follows:

1. TERM OF AGREEMENT.

Term of this Agreement begins retroactively on December 1, 2018, and ends on December 31, 2021, unless amended by written agreement or terminated earlier under the termination provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Agency shall begin the work outlined in the "Scope of Work" ("Work") upon the effective date of the Agreement, December 1, 2018. The City will acknowledge in writing when the Work is complete. Time limits established within federal award DE-EE0008261 shall not be extended because of delays for which the Agency is responsible, unless as extended through concurrence from the federal awarding agency, the U.S. Department of Energy – EERE. Requests must be submitted to the SDOT project manager or grant oversight manager in writing and should detail the conditions beyond the Agency's control that require an extension request.

3. SCOPE OF WORK.

- A. The Scope of Work for this Agreement and the time schedule for completion of such Work are described in Exhibit A, which is attached to and made a part of this Agreement.
- B. The Work is subject to City review and approval. The Agency shall perform the Scope of Work exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by professionals providing similar services, currently practicing, under similar circumstances. The Agency shall confer with the City periodically and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Agency's progress.
- C. The Agency shall pay no money to the City of Seattle pursuant to this Agreement.

4. EXPANSION FOR NEW WORK.

Generally, all work including option must be agreed upon in the Agreement. However, this Agreement scope may be expanded for new or revised work in compliance with changes and amendment options afforded to the City of Seattle as a federal grant recipient provided for within 2 CFR 200 and in compliance with state law and City requirements. Generally new or modified work (a) may not have been reasonably known by the City or the Agency at time of solicitation, (b) would not attract a different field of competition, (c) does not change the identity or main purpose of the Agreement, (d) and otherwise does not result in a cardinal change in scope or size of Agreement.

The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Time extensions and some quantity changes are generally allowable and require approval. New Work must be mutually agreed upon and issued by the City through written Addenda.

5. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices and deliverable materials under this Agreement to:

If to the City:	If to the Agency:
Shannon Walker Seattle Department of Transportation PO Box 34996 Seattle, WA 98124-4996 Email: shannon.walker@seattle.gov	Landon Bosisio Puget Sound Clean Air Agency 1904 Third Ave, Suite 105 Seattle, WA 98101 Email: LandonB@pscleanair.org

6. SOCIAL EQUITY REQUIREMENTS.

- A. Non-discrimination: The Agency shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Agency shall affirmatively try to ensure applicants are employed, and employees are treated equally during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identify, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap. Such efforts include, but are not limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training.
- B. Paid Sick Time and Safe Time Ordinance: The Agency shall be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or you may call the Office of Labor Standards at 206-684-4500.
- C. Other Labor Standards Requirements: The Agency shall comply to the extent applicable, with the City's Minimum Wage labor standards as required by SMC 14.19, setting wage standards for employees working within city limits as well as the Wage Theft labor standards as required by SMC 14.20, setting basic requirements for payment of wages and tips for employees working within city limits and providing various payment documentation to employees.

7. PROTECTION OF PROPERTY

The Agency is responsible for protecting its person and property at all times, including but not limited to supplies and equipment to perform services hereunder; the Agency releases and agrees to hold the City harmless from liability for losses or damages or any kind sustained by the Agency in performing the services required hereunder.

8. INDEMNIFICATION.

Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

9. INSURANCE.

Insurance certification is not required. However, the Agency agrees that it will maintain premises operations and vehicle liability insurance in force with coverages and limits of liability typically maintained by Agencies performing work of a scope and nature similar to that called for under this Agreement, but in no event less than the coverages and/or limits required by state law where the property is legally deemed in operation/habitation.

In the alternative either party to this agreement may fulfill the insurance obligations contained herein by maintaining membership in and coverage provided by a self-insurance or insurance pooling program pursuant to Chapter 48.62 RCW. In this regard, the parties understand that the party to this agreement who is a member of such program is not able to name the other party as an "additional insured" under its coverage provided by the self-insurance program.

10. AUDIT, ACCESS TO RECORDS AND REPORTS.

- A. Upon request, the Agency shall permit the City, and any other governmental agency involved in the funding of the Work ("Agency"), to inspect and audit all pertinent books and records of said Agency, any sub-contractor, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by the City or Agency, including up to six years after the termination of this Agreement. Such inspection and audit shall occur in King County, Washington or other such reasonable location as the City or Agency selects. The Agency shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof. The Agency shall ensure that such inspection, audit and copying right of the City and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement or Contract.
- B. The Agency agrees to maintain intact and readily accessible all work, materials, payrolls, books, documents, papers, data, records and accounts pertaining to the Agreement or Contract. The Agency agrees to permit the Secretary of Energy, the Comptroller General of the United States and the City, or their authorized representatives, access to any work, materials, payrolls, books, documents, papers, data, records and accounts involving the Agreement or Contract for the purpose of making audit, examination, excerpts, and transcriptions pertaining to the Agreement or Contract as it affects the Project. The Agency shall retain all required records for six (6) years after the termination of this Agreement.
- C. The Agency shall require its sub-contractors to also comply with the provisions of this Section and shall include the provisions of this Section in each of its subcontracts.

11. NO CONFLICT OF INTEREST.

The Agency confirms that the Agency or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the Agency selection, negotiation, drafting, signing, administration or evaluation of the Agency's work. As used in this section, the term Agency includes any worker of the Agency who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term close family relationship refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or

any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

12. ERRORS AND OMISSIONS, CORRECTIONS.

The Agency is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Agency under this Agreement. The Agency shall correct or revise errors or mistakes in the designs, drawings, specifications, and/or other Agency services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

13. INTELLECTUAL PROPERTY RIGHTS.

- A. **Copyrights.** The Agency shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Agency for the Work, whether or not the Work is completed. The Agency grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use, copy, and distribute every document and all the materials prepared by the Agency for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials and/or any other related documents or materials developed solely for the City to perform the Work, shall be promptly delivered to the City.
- B. **Patents:** The Agency will retain all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Agency does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Agency created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Agency has identified in writing such material as pre-existing prior to commencement of the Work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Agency does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project.
- D. The prevailing provision upon conflicting provisions is: 2 CFR 200.315 and 2 CFR 910.362.

14. NON-DISCLOSURE AGREEMENT

No Signed Non-Disclosure Agreement is required.

15. PROPRIETARY AND CONFIDENTIAL INFORMATION.

The State of Washington's Public Records Act (Release/Disclosure of Public Records). Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records may be considered legally exempt from disclosure. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

16. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Agency's performance, shall first be through negotiations, if possible, between the Agency's Project Manager and the City's Project Manager. It shall be referred to the Director and the Agency's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the contract. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Agency to correct such work prior to terminating the Agreement. The City will provide to the Agency an explanation of the concern and the remedy that the City expects.

17. TERMINATION.

- A. For Cause: The City may terminate this Agreement if the Agency is in material breach of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
- B. For Reasons Beyond Control of the Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Agency's own employees, sabotage, or superior governmental regulation or control.
- C. For City's or Agency's Convenience: The City or Agency may terminate this Agreement without cause and including the City's or Agency's convenience, upon written notice to the other party.
- D. Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.
- E. Upon termination, the Agency shall provide the City with the most current design documents, contract documents, writings and other products the Agency has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Agency harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Agency's work product.

18. DEBARMENT.

Federal Debarment: The Agency shall immediately notify the City of any suspension or debarment or other action that excludes the Agency or any sub-contractors from participation in Federal contracts. Agency shall verify all sub-contractors intended and/or used by the Agency for performance of City Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.sam.gov>. Agency shall keep proof of such verification of sub-contractors debarment status within the Agency records.

City of Seattle Debarment: Under SMC Chapter 20.70, the Director of City Purchasing and Contracting Services (CPCS), as hereby delegated by the Director of Finance and Administrative Services, may debar and prevent the Agency from contracting or subcontracting with the City for up to five years after determining the Agency:

- A. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;
- B. Failed to comply with City ordinances or contract terms, including but not limited to, ordinance or contract terms related to woman and minority business utilization, discrimination, equal benefits, or other state, local or federal non-discrimination laws;
- C. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract;
- D. Failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards;

- E. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;
- F. Colluded with another firm to restrain competition;
- G. Committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract for the City or any other government entity;
- H. Failed to cooperate in a City debarment investigation.

The CPC Director or designee may issue an Order of Debarment under the SMC 20.70.050. Rights and remedies of the City under these provisions are besides other rights and remedies provided by law or under the Agreement.

19. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Background Checks and Immigrant Status: The City may require background checks for some or all of the employees that may perform work under this Agreement. The City reserves the right to require such background checks at any time. The City has strict policies regarding the use of background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks>
- C. Notification Requirements for Federal Immigration Enforcement Activities: Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Information Services (USCIS) regarding this contract, the Agency shall notify the Contract Manager immediately.

Such requests include, but are not limited to:

- a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as "private" or "employee only"); or
- b. requests for data or information (written or oral) about workers engaged in the work of this agreement or City employees.

No access or information shall be provided without prior review and consent of the City. The Agency shall request the ICE authority to wait until the Agreement Manager is able to verify the credentials and authority of the ICE agent and will direct the Agency on how to proceed.

- D. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- E. Americans with Disabilities Act (ADA): Specific attention by the Agency is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA shall prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- F. Federal and State Compliance: The Agency, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Seattle; and rules,

regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Agency shall comply with the requirements of this Section.

- G. **Venue:** This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of King County.
- H. **Remedies Cumulative:** Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- I. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- J. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- K. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Acceptance by the City of any performance by the Agency after the time the same shall have become due shall not constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- L. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Agency. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- M. **Negotiated Agreement:** The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- N. **No personal liability:** No officer, agent or authorized employee of the City nor of the Agency shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

20. FEDERAL CLAUSES

A. ACCESS TO RECORDS

The Agency shall comply with reporting requirements of the U.S. Department of Energy grant management rules, and any other reports required by the Federal Government. The Agency agrees to maintain intact and readily accessible all work, materials, payrolls, books, documents, papers, data, records and accounts pertaining to the Agreement. The Agency agrees to permit the Secretary of Transportation, the Comptroller General of the United States and the City, or their authorized representatives, access to any work, materials, payrolls, books, documents, papers, data, records and accounts involving the Agreement for the purpose of making audit, examination, excerpts, and transcriptions pertaining to the Agreement as it affects the Project.

B. CIVIL RIGHTS (EEO, TITLE VI, TITLE VII, and ADA)

The following requirements apply to the underlying Agreement:

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Agency agrees that it will not discriminate against any person on the basis of race, color, creed, national origin, sex, age, or disability under any program or activity receiving Federal financial assistance. In addition, the Agency agrees to comply with Executive Order 12898 Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, and Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency, and other such applicable Federal implementing regulations and other implementing requirements DOE or applicable federal or state entities may issue. Specific requirements to implement Title VI and the American with Disabilities Act of 1990.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Agency agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Agency agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Agency agrees to comply with any implementing requirements FTA may issue.
2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Agency agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Agency agrees to comply with any implementing requirements FTA may issue.
3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Agency agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Agency agrees to comply with any implementing requirements FTA may issue.

C. ENERGY CONSERVATION

The Agency shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

D. CLEAN AIR

The Agency agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Agency agrees to report each violation to City of Seattle and understands and agrees that City of Seattle will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

E. CLEAN WATER

The Agency agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. The Agency agrees to report each violation to City of Seattle and understands and agrees that City of Seattle will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

PUGET SOUND CLEAN AIR AGENCY

By



Signature

5/24/19

Date

Craig Kenworthy

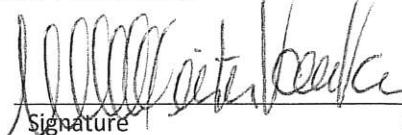
Type or Print Name

Executive Director

Title

THE CITY OF SEATTLE

By



Signature



Date

~~Sam Zimbabwe~~ CRISTINA VAN VALTEENBURG

Type or Print Name

Mobility Services Manager
~~Director~~, Seattle Department of Transportation

Title

DUNS Number: 363-422-374

EIN Number: 91-0823558

Attachments:

- Attachment 1 – Statement of Proposed Objectives
- Attachment 2 – DOE Federal Reporting Checklist
- Attachment 3 –Budget Form
- Attachment 4 –Intellectual property – Nonresearch and Development
- Attachment 5 –Data Management Plan
- Attachment 6 – DOE Special Terms and Conditions

Exhibits:

- Exhibit A – Scope of Work
- Exhibit C – Project Budget and Key Staff
- Exhibit D – Reserved

EXHIBIT A
SCOPE OF WORK
FOR
AGREEMENT 18-084
SMART, SHARED, AND SUSTAINABLE MOBILITY SERVICES - #005

1. Outreach – Scope of Work Introduction

The Puget Sound Clean Air Agency (PSCAA), through its Western Washington Clean Cities (WWCC) initiative, will provide a minimum of \$35,000 in in-kind cost share to provide a targeted outreach and marketing campaign around transportation electrification for shared mobility and car-sharing in Seattle. The cost share contribution by the Agency will total a minimum of \$17,500 by September 30, 2020 and an additional \$17,500 by September 30, 2021. The Agency shall pay no money to the City of Seattle pursuant to this Agreement.

Transportation is the primary source of climate change-causing greenhouse gas emissions. Shared mobility (taxi and transportation network companies) and car-sharing services, also called shared mobility services, are an increasingly popular and important way for Seattle residents, workers, and visitors to get around. Electrifying shared mobility services can decrease harmful emissions while potentially reducing transportation costs.

WWCC will provide targeted outreach and marketing support for regional project partners to use in promoting electric transportation to shared mobility services. Additionally, WWCC will organize and host one workshop for shared mobility service drivers to learn about the benefits of electric vehicles (EVs), and available resources for drivers to make the switch to EVs. Work will be evaluated and key learnings will be integrated into the DOE grant project's EV Shared Mobility Playbook, a playbook of best practices for electrifying shared mobility that can be used across the country.

Objectives:

- Educate shared mobility service drivers about the benefits of driving electric vehicles and available charging options
- Increase the potential of shared mobility services using electric vehicles in Seattle

2. Scope of Work and Deliverables

Task 0: Agency Contributions (Ongoing)

- Adhere to the applicable federal program requirements specified in the Federal Award Agreement.
- Participate in the creation of publications resulting from the project including the EV Shared Mobility Playbook, Strategic Deployment Plan, and EVSE Roadmap. The WWCC will contribute content and participate in collaborative review of these documents.
- Actively collaborate with other grant and regional partners on programmatic implementation for the Agency's support for the award and the broader grant program.
 - Coordinate check-in meetings with the Seattle Department of Transportation (SDOT) and other project partners as necessary.

- Attend quarterly regional partner meetings.
- Contribute actively to finding collaborative solutions to evaluate and enhance the success of the DOE grant project.
- Maintain regular communication channels during business hours (email and phone).
- Comply with all documentation requirements.
- Submit quarterly statements¹ to the City showing the amount and type(s) of in-kind costs borne by the Agency in support of this work. Statements will include copies of timesheets indicating hours spent by individual Agency employees working on this project and documentation of their rate of pay, including all benefits, as well as receipts for any external expenses incurred in performance of the work under this Agreement. The total of these statements will equal or exceed \$35,000.

Task 1: Research Shared Mobility Industry Perspectives

WWCC will seek to understand the challenges and opportunities regarding the use of electric vehicles in the shared mobility industry.

Research activities may include but are not limited to:

- Reviewing studies and other literature on shared mobility service drivers' viewpoints of electric vehicles
- Discussing with shared mobility companies and their drivers the potential incentives or other motivations for driving electric
- Researching options for consumers to reserve a ride in an electric vehicle when using shared mobility services
- Surveying local shared mobility drivers on what they know about electric vehicles, vehicle charging options, current driving habits, and where they receive information
- Identifying shared mobility drivers who currently own or lease electric vehicles
- Exploring opportunities to train shared mobility drivers on electric vehicle charging, maintenance, engaging fellow drivers, or other relevant topics
- Learning which languages local shared mobility drivers most commonly speak, if not English

Deliverable 1:

- WWCC will produce a brief report summarizing its research, identifying opportunities and barriers, proposing strategies for engaging ride-hail drivers, and providing recommendations for further action.
- **Deliverable due date: July 31, 2019.**

Task 2: Outreach to Shared Mobility Service Drivers

WWCC will implement up to three ride-hail driver engagement strategies proposed in Deliverable 1, as agreed by project partners and confirmed with the Project Manager (SDOT). WWCC will also develop up

¹ Quarterly statements are due to SDOT by the 15th of the month following a quarter (e.g. October 15th for the 3rd quarter).

to four informational outreach pieces about electric cars targeted toward ride-hail drivers. These materials could include, but are not limited to, fact sheets, brochures, and flyers.

Key outreach messages may focus on the benefits of drivers switching to driving electric, including:

- Electric cars vs. hybrids – overview of battery range, battery life, vehicle performance, etc.
- The business case for driving electric
- The environmental and community benefits of EVs
- Charging options, including the network of new DC fast chargers in Seattle to support shared mobility drivers
- Buying vs leasing EVs
- EV purchasing incentives
- Current EV models available
- Other important messages gained by project partners over the course of the project

Deliverable 2.1:

- WWCC will develop up to four outreach materials (such as an email, brochure, fact sheet, or poster) targeted toward shared mobility service drivers.
- **Deliverable due date: October 14, 2019.**

Deliverable 2.2:

- WWCC will implement up to three outreach strategies recommended in Deliverable 1 to engage shared mobility service drivers about EVs, available resources, and upcoming driver workshop, as budgeted resources allow.
 - WWCC will prepare a written report summarizing the strategies implemented as part of this task. This report will describe each strategy, its goals and objectives, and lessons learned.
- **Deliverable due date: September 30, 2020.**

Task 3: Shared Mobility Service Driver Workshop

WWCC will plan, organize and convene one workshop targeted toward representatives of the local shared mobility service industry. Workshop content could include, but is not limited to the following:

- Benefits of electric cars for shared mobility service drivers
- Electric vehicle leasing and purchasing information, including available incentives
- Opportunity to test drive electric cars
- Demonstration of nearby public DC fast charger or other EV charging equipment

The workshop will convene at a location approved by the City.

WWCC roles and responsibilities for the workshop include but are not limited to:

- Work in collaboration with project stakeholders to plan and execute the workshop
- Secure a time, date, and location for the workshop
- Create the agenda, provide all necessary materials, and lead the workshop

- Work with City of Seattle and project partners to promote the event and recruit participants. Project partners will help promote the workshop through multiple venues, such as City departments (the Department of Neighborhoods, Office of Sustainability and the Environment, etc.), partner organizations, and local shared mobility service companies
- Organize workshop activities, such as charger tutorial and/or ride & drive opportunities
- Collect notes from the workshop and share with project stakeholders to inform future efforts
- Provide any needed technology support, including access to a computer and projector
- Provide translation services for outreach materials and interpretation services for the workshop as needed

Deliverable 3.1:

- Organize and convene one workshop of approximately 1-3 hours in duration, targeted toward representatives of the shared mobility industry.
- **Deliverable due date: January 31, 2020.**

Deliverable 3.2:

- Produce follow-up report of the workshop, including highlights, outcomes, and recommendations.
- **Deliverable due date: February 28, 2020.**

3. Project Timeline

Task/Deliverable	Due Date
Task 1: Research Shared mobility Industry Perspectives	February 2019 – July 2019
Deliverable: Produce report on research findings	July 31, 2019
Task 2: Outreach to Shared Mobility Service Drivers	June 2019 – September 2020
Deliverable: Develop outreach materials	October 14, 2019
Deliverable: Implement outreach strategies	September 30, 2020
Task 3: Shared Mobility Service Driver Workshop	September 2019 – February 2020
Deliverable: Organize and convene a workshop for the shared mobility industry	January 31, 2020
Deliverable: Produce follow-up report	February 28, 2020

**EXHIBIT C
PROJECT BUDGET
FOR
AGREEMENT 18-084**

Estimate for: Puget Sound Clean Air Agency

Date: 3/26/2019

Task #	Description	Months	Estimated Cost	Cost Share
Task 1	Research shared mobility industry perspectives	March – June 2019	\$6,000	\$6,000
Task 2	Provide outreach to shared mobility services	July 2019 – September 2020	\$16,000	\$16,000
Task 3	Organize & convene shared mobility service driver workshop	August – December 2019	\$9,000	\$9,000
Additional Costs	Venue, childcare, materials & supplies, interpretive & translation services		\$4,000	\$4,000
		TOTAL:	\$35,000	\$35,000

Attachment #1

DE-EE0008261, 0001

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MAY 26 2019

Puget Sound
Clean Air Agency

Attachment 1: Statement of Project Objectives

City of Seattle

Making the Business Case for Smart, Shared, and Sustainable Mobility Services

A. OBJECTIVES

The objective of this project is to accelerate the adoption of plug-in electric vehicles (EVs) in shared mobility applications throughout several major U.S. markets, and to establish best practices for all U.S. metro regions. By piloting a series of programs in several widely varied urban environments, the project will develop, test, and prove market-viable techniques for EV adoption.

B. SCOPE OF WORK

To accelerate the deployment of EVs and charging infrastructure, the general approach will be to:

- Deploy new EVs, DC fast charging stations, and Level 2 charging stations in several major U.S. cities.
- Define the business case for the use of EVs in shared mobility applications.
- Deploy and evaluate tools for addressing many of the barriers to EV adoptions.
- Develop an EV Shared Mobility Playbook, which will summarize the project's findings by providing a comparative analysis of each city's program and identifying factors that affect the success of shared mobility electrification programs.

The project will be conducted in 3 budget periods:

Budget Period 1: The recipient will initiate tasks related to project management, launch outreach and marketing activities, launch a public-facing website, and publish the literature review and case studies as part of developing the EV Shared Mobility Playbook.

Budget Period 2: The recipient will continue project management related tasks, install charging infrastructure, place vehicles in service, continue outreach and marketing activities, and continue to develop content for the Playbook.

Budget Period 3: The recipient will deploy any remaining charging infrastructure and vehicles, and complete the EV Shared Mobility Playbook.

C. TASKS TO BE PERFORMED

The following tasks will be conducted:

All Budget Periods

Task 0: Overall Project Management and Planning

The objectives for the project management portion of the work are to provide project planning, coordination, and reporting as required to successfully achieve the overall objectives of the project.

Sub-Task 0.0 Project Management and Planning

The Recipient will develop and maintain the Project Management Plan (PMP) and manage and report on activities in accordance with the plan. This task includes the writing of reports, presentation slides, invoice control for subcontractors, and expense tracking. Other aspects include technical updates from subcontractors and attendance at review meetings.

The Recipient will maintain an up-to-date Project Management Plan designed to achieve the project objectives and cover the entire Project Period. The content and organization of the PMP is identified in the Federal Assistance Reporting Checklist and Instructions. The PMP will be updated and submitted as outlined in the deliverables section below.

Sub-Task 0.1 Kick-Off meeting

Kick Off Meeting
The recipient will participate in a project kickoff meeting with the DOE within 30 days of project initiation.

Sub-Task 0.2: Project Meetings

The recipient will convene project partners at:

Bi-weekly meetings to be held throughout the project performance period.

Annual in-person meeting at a national conference.

Budget Period 1

Task 1: EV Shared Mobility Playbook

- Subtask 1.01 **Develop project website:** The recipient will create a responsive, publicly accessible online hub website to serve as a repository for all information contained in the Playbook.
- Subtask 1.02 **Define and assemble data:** The recipient will define and assemble data to share progress on the pilot projects and complete the business case analysis. The recipient will work with partners to make sure relevant data on shared mobility use is tracked in a suitable way and that all privacy protections are maintained.
- Subtask 1.03 **Develop data dashboard:** The recipient will create dashboards to share data to allow stakeholders to better understand the pilot projects.
- Subtask 1.04 **Conduct literature review:** The recipient will conduct a literature review of relevant research on shared mobility services and EVs to inform the pilot project development and create a resource library of this research to include on the project website.
- Subtask 1.05 **Publish case studies:** The recipient will document similar ongoing pilot projects as case studies to educate others on relevant challenges and

opportunities of using EVs in shared mobility services. The recipient will publish these case studies on the project website.

Subtask 1.06 **Engage with external stakeholders:** The recipient will conduct online meetings to engage with external stakeholders, share lessons learned, and gather feedback on our approach to inform the development of the Playbook and deployment of the pilot projects.

Subtask 1.07 **Write *Strategic Deployment Plan*:** The Strategic Deployment Plan will consist of the following elements, as appropriate:

- a comparative analysis of each city's program and shed light on significant regional factors that affect the success of these smart mobility programs in each metropolitan region;
- model operating policies and procedures;
- the methodology for identifying vehicles, infrastructure, and other critical elements within the overall project;
- infrastructure and vehicle deployment targets for each phase and the overall project.

Subtask 1.08 **Create *EV Shared Mobility Analysis Tool*:** The tool will help evaluate the business case for the use of EVs in carsharing and ride-hailing services tailored to the local market conditions, enabling cities and companies to determine the conditions needed for EVs to be financially viable in shared mobility applications.

Task 2: Infrastructure Deployment Phase 1

Subtask 2.01 **Develop initial EVSE roadmap strategy:** The recipient will develop plans for installing EV charging infrastructure (Shared Mobility Hubs, isolated DC fast charging stations, Level 2 clusters), including identification of needed permissions and assignment of roles and responsibilities among partners to complete installations.

Subtask 2.02 **Identify potential infrastructure locations:** The recipient will identify possible vehicle depot locations (where applicable) and sites for EV charging and rank in order of preference.

Subtask 2.03 **Select infrastructure sites:** The recipient will engage property owners/managers and local electric utilities to evaluate the potential for deploying stations and vehicles and secure site host and interconnection agreements.

Subtask 2.04 **Develop siting designs:** The recipient will complete detailed siting designs for initial set of depots and charging station locations.

Subtask 2.05 **Obtain permits:** The recipient will obtain permits for initial charging sites

Subtask 2.06 **Install charging:** The recipient will install charging stations at permitted locations.

Subtask 2.07 **Update Strategic Deployment Plan:** The recipient will update the Strategic Deployment Plan with the results of this task

Task 3: Launch Operations for Initial EV Deployment

Subtask 3.01 **Deploy EVs:** The recipient will introduce initial tranche of EVs into ride-source or carshare fleet operations as appropriate for each city-specific project.

Subtask 3.02 **Conduct outreach and marketing:** The recipient will launch a coordinated outreach and marketing program to encourage the use of EVs by shared-use mobility drivers and users.

Subtask 3.03 **Develop software:** The recipient will incorporate technical tools into app-based services to deliver the various subsidies defined in the project proposal, leveraging existing ride-source and Maven app platforms.

Task	Milestone	Type	Description
1.04	Literature review and resource library published	Technical	Publish literature review and resource library on project website
1.05	Publish case studies	Technical	Initial case studies published on project website
1.07	Draft Strategic Deployment Plan developed	Technical	Draft Strategic Deployment Plan developed
2.03	80% of Phase 1 infrastructure deployment sites identified	Go/No Go	Assessment of progress relative to targets set in the Strategic Deployment Plan

Continuation: In accordance with the award terms and conditions, specifically the provision named “CONTINUATION APPLICATION AND FUNDING,” and the Go/No Go technical criteria outlined above, the Recipient is **NOT** authorized to proceed beyond Budget Period 1 without the Department of Energy (DOE) Contracting Officer’s written approval of acceptable technical progress associated with the Go/No Go technical criteria outlined above and the submission of a continuation application submitted no later than ninety (90) days prior to the end of the current Budget Period. If selected to continue into a subsequent Budget Period, the Recipient will continue to perform the overall tasks listed in this Statement of Project Objectives, or, adjusted tasks as deemed necessary and negotiated during the negotiation of subsequent continuation application(s). If the Recipient unilaterally decides to continue into the subsequent Budget Period prior to the DOE Contracting Officer’s written approval, all costs are incurred at the Recipient’s risk and no DOE funds may be utilized for such costs prior to the DOE

Contracting Officer's written approval of the technical Go/No Go criteria and continuation application.

Budget Period 2

Subtask 1.06 **External Stakeholder Engagement**

Subtask 1.07 **Write *Strategic Deployment Plan***

Subtask 1.08 **Create *EV Shared Mobility Analysis Tool***

Subtask 1.09 **Develop Analysis report.**

The analysis report will contain:

- observations and/or conclusions from smart mobility data sets (real time data, use data etc..) generated by the project activities; and
- measurements of the project's impact on fuel savings and emissions reduction, with an emphasis on before/after or alternative scenarios.

Task 4: RESERVED

Task 5: Infrastructure Deployment Phase 2

Subtask 5.01 **Develop second phase EVSE roadmap strategy**

Subtask 5.02 **Identify potential infrastructure location**

Subtask 5.03 **Select infrastructure sites**

Subtask 5.04 **Develop siting designs**

Subtask 5.05 **Obtain permits**

Subtask 5.06 **Install charging**

Subtask 5.07 **Update Strategic Deployment Plan**

Task 6: EV Deployment Phase 2

Subtask 6.01 **Deploy EVs:** The recipient will introduce additional EVs into service.

Subtask 6.02 **Conduct Outreach and Marketing:** The recipient will expand the marketing effort to increase publicity for the program targeting additional prospective ride-source and carshare drivers.

Task 7: Project Evaluation

Subtask 7.01 **Evaluate results:** The recipient will assess operations and performance of deployed infrastructure and vehicles for effectiveness and profitability.

Task	Milestone	Type	Description
1.07	EV Shared Mobility Analysis Tool published	Technical	EV Shared Mobility Analysis Tool Published
2.06	Initial EV infrastructure installed	Technical	Install infrastructure at identified EV depots and DC fast charging locations
3.01	Initial EVs in service	Technical	Place initial tranche of EVs into service
7.01	80% of Phase 1 planned deployments are implemented	Go/No Go	Assessment of progress relative to targets set in the Strategic Deployment Plan

Continuation: In accordance with the award terms and conditions, specifically the provision named “CONTINUATION APPLICATION AND FUNDING,” and the Go/No Go technical criteria outlined above, the Recipient is **NOT** authorized to proceed beyond Budget Period 2 without the Department of Energy (DOE) Contracting Officer’s written approval of acceptable technical progress associated with the Go/No Go technical criteria outlined above and the submission of a continuation application submitted no later than ninety (90) days prior to the end of the current Budget Period. If selected to continue into a subsequent Budget Period, the Recipient will continue to perform the overall tasks listed in this Statement of Project Objectives, or, adjusted tasks as deemed necessary and negotiated during the negotiation of subsequent continuation application(s). If the Recipient unilaterally decides to continue into the subsequent Budget Period prior to the DOE Contracting Officer’s written approval, all costs are incurred at the Recipient’s risk and no DOE funds may be utilized for such costs prior to the DOE Contracting Officer’s written approval of the technical Go/No Go criteria and continuation application.

Budget Period 3

Subtask 1.06 **External Stakeholder Engagement**

Subtask 1.07 **Write Strategic Deployment Plan**

Subtask 1.08 **Create EV Shared Mobility Analysis Tool**

Subtask 1.09 Develop Analysis Report

Task 8: Infrastructure Deployment Phase 3

Subtask 8.01 Develop third phase EVSE roadmap strategy

Subtask 8.02 Identify potential infrastructure locations

Subtask 8.03 Select infrastructure sites

Subtask 8.04 Develop siting designs

Subtask 8.05 Obtain permits

Subtask 8.06 Install charging

Subtask 8.07 Update Strategic Deployment Plan

Task 9: EV Deployment Phase 3

Subtask 9.01 Deploy EVs: The recipient will introduce additional EVs into service to reach full EV operations.

Task	Milestone	Type	Description
5.06	Charging infrastructure at additional sites to support expansion installed	Technical	Charging infrastructure at additional sites to support expansion installed
6.01	Second tranche of EVs placed into service	Technical	Second tranche of EVs placed into service
8.06	All charging infrastructure deployed	Technical	All charging infrastructure deployed
9.01	Third and final tranche of EVs deployed	Technical	Third and final tranche of EVs deployed
1.07	Final Strategic Deployment Plan report published	Technical	Strategic Deployment Plan report published
1.09	Analysis Report	Technical	Analysis report published

D. DELIVERABLES

Reports will be submitted in accordance with the attached “Federal Assistance Reporting Checklist” and the instructions accompanying the checklist.

In addition to the reports specified in the "Federal Assistance Reporting Checklist", the Recipient will provide the following to the DOE Project Officer (identified in Block 15 of the Assistance Agreement as the Program Manager) within 5 days after completion unless otherwise specified:

- Project Management Plan will be updated and submitted within 30 days after initial award and as part of the continuation application prior to the initiation of each budget period.
- Analysis report (sub-task 1.09) that contains:
 - observations and/or conclusions from smart mobility data sets (real time data, use data etc..) generated by the project activities; and also
 - measurements of the project's impact on fuel savings and emissions reduction, with an emphasis on before/after or alternative scenarios.
- Best Practices, Success Stories, Case Studies, and Lessons Learned materials developed under the project to inform others how to replicate the project's successes (sub-task 1.05).
- Strategic Deployment Plan (sub-task 1.07) defining the methodology for identifying vehicles, infrastructure, and other critical elements within the overall project.
- Model operating policies and procedures (sub-task 1.07).

E. BRIEFINGS AND TECHNICAL PRESENTATIONS

The Recipient will prepare detailed briefings for presentation to the Project Officer at the Project Officer's facility located in Pittsburgh, PA or Morgantown, WV or Washington, DC. Briefings will be given by the Recipient to explain the plans, progress, and results of the technical effort approximately twice a year. The Recipient will provide and present a technical paper(s) at the Vehicle Technologies Annual Merit Review Meeting held in Washington, DC. Additional technical papers will be developed and delivered as appropriate at technical society meetings, or at technical exchange meetings, which may be organized by DOE (not to exceed two per year). All foreign travel in support of briefings or technical exchange meetings outside the United States requires prior Contracting Officer approval.

Attachment #2



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

Attachment 2

1. Award Number: DE-EE0008261	2. Program/Project Title: Making the Business Case for Smart, Shared, and Sustainable Mobility Services	
3. Recipient: City of Seattle		
4. Reporting Requirements (see attached "EERE Reporting Instructions").	Frequency	Addressees* *See attached "EERE Reporting Instructions" for complete submission instructions
I. PROJECT MANAGEMENT REPORTING		
<input type="checkbox"/> A. Research Performance Progress Report (RPPR) (RD&D Projects)	Q	A. https://www.eere-pmc.energy.gov/SubmitReports.aspx
<input checked="" type="checkbox"/> B. Progress Report (Non-RD&D Projects)	F Q	B. https://www.eere-pmc.energy.gov/SubmitReports.aspx
<input checked="" type="checkbox"/> C. Financial Report (SF-425)	F Q	C. https://www.eere-pmc.energy.gov/SubmitReports.aspx
<input checked="" type="checkbox"/> D. Special Status Report	A	D. https://www.eere-pmc.energy.gov/SubmitReports.aspx
<input checked="" type="checkbox"/> E. Other (see Special Instructions [Block 5])	A	E. https://www.eere-pmc.energy.gov/SubmitReports.aspx
II. SCIENTIFIC / TECHNICAL REPORTING		
<input type="checkbox"/> A. Journal Article-Accepted Manuscript	A	A. http://www.osti.gov/elink-2413
<input type="checkbox"/> B. Scientific/Technical Conference Paper/Presentation/Proceeding	A	B. http://www.osti.gov/elink-2413
<input type="checkbox"/> C. Scientific / Technical Software & Manual	A	C. http://www.osti.gov/estsc/241-4.jsp
<input type="checkbox"/> D. Scientific / Technical Dataset	A	D. https://www.osti.gov/elink/241-6
<input type="checkbox"/> E. Other STI (Dissertation / Thesis, see Special Instructions)	A	E. http://www.osti.gov/elink-2413
III. CLOSEOUT REPORTING		
<input type="checkbox"/> A. Final Scientific/Technical Report	F	A. http://www.osti.gov/elink-2413
<input type="checkbox"/> B. Invention Certification (DOE F 2050.11)	F	B. https://www.eere-pmc.energy.gov/SubmitReports.aspx
<input checked="" type="checkbox"/> C. Final Property Report (SF-428 & SF-428B)	F	C. https://www.eere-pmc.energy.gov/SubmitReports.aspx
<input type="checkbox"/> D. Software Deliverable Submission	F	D. http://www.osti.gov/estsc/241-4.jsp
<input type="checkbox"/> E. Other (see Special Instructions)	F	E. https://www.eere-pmc.energy.gov/SubmitReports.aspx
IV. OTHER REPORTING		
<input checked="" type="checkbox"/> A. Intellectual Property Reporting	A	A. http://www.iEdison.gov
<input type="checkbox"/> B. Invention Utilization Report (EERE 356)	A	B. https://www.eere-pmc.energy.gov/SubmitReports.aspx
<input checked="" type="checkbox"/> C. Project Management Plan (PMP)	O	C. https://www.eere-pmc.energy.gov/SubmitReports.aspx
<input type="checkbox"/> D. Annual Incurred Cost Proposal	Y180	D. See section IV. E. for instructions and due dates
<input type="checkbox"/> E. Annual Compliance Audit: For-Profit Recipients	O	E. See section IV. F. for instructions and due dates
<input checked="" type="checkbox"/> F. Single Audit: States, Locals, Tribal Governments, and Non-Profits	O	F. See section IV. G. for instructions and due dates
<input type="checkbox"/> G. Annual Property Inventory (SF-428A)	Y	G. https://www.eere-pmc.energy.gov/SubmitReports.aspx
<input type="checkbox"/> H. Reporting Addendum (EERE 359)	F	H. https://www.eere-pmc.energy.gov/SubmitReports.aspx
<input checked="" type="checkbox"/> I. Uniform Commercial Code (UCC) Financing Statements	A	I. See section IV. J. for instructions and due dates
<input checked="" type="checkbox"/> J. Federal Subaward Reporting System (FSRS)	A	J. See section IV. K. for instructions and due dates https://www.fsrs.gov/
<input type="checkbox"/> K. Other (see Special Instructions)	A	K. https://www.eere-pmc.energy.gov/SubmitReports.aspx

FREQUENCY CODES AND DUE DATES:

- A – Within five (5) calendar days after the event, or as specified.
- F – Final; within 90 calendar days after expiration or termination of the award.
- Y – Yearly; within 90 calendar days after the end of the annual reporting period.
- S – Semiannually; within 30 days after end of the reporting period.
- Q – Quarterly; within 30 calendar days after the end of the quarterly reporting period.
- Y180 – Yearly; within 180 calendar days after the close of the recipient's fiscal year.
- O – Other: See instructions for further details.

5. EERE Special Instructions:

Recipient fiscal year end date: 12/31

PROJECT MANAGEMENT REPORTING / Other: All Deliverables noted in Attachment 1 Statement of Project Objectives

EERE Reporting Instructions

* * *

Throughout award negotiations and the performance of the project, it is important that you mark confidential information and documents as described in Appendix A. It is equally important that you not submit Protected Personally Identifiable Information (Protected PII) to EERE. See Appendix A for guidance on Protected PII.

* * *

Report Templates Link: <http://energy.gov/eere/funding/eere-funding-application-and-management-forms>

I. PROJECT MANAGEMENT REPORTING

A. Research Performance Progress Report (RPPR) (RD&D Projects)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30, October 30)

Every quarter, the Prime Recipient is required to submit a Research Performance Progress Report for the project – i.e., the entirety of work performed by the Prime Recipient, Subrecipients, and contractors – to EERE. The Research Performance Progress Report must include the following information.

Title Page: The title page should identify, in chart form, the Federal Agency to which the report is submitted; the FOA name and number; the nature of the report (i.e., Research Performance Progress Report); the award number; the award type (e.g., grant, CRADA); the name, title, email address, and phone number for the Prime Recipient; the Prime Recipient type (National Lab, University, Private Company, Non-Profit, or Government); the project title; the Principal Investigator(s); the Prime Recipient's DUNS number; the date of the report; and the period covered by the report, including the quarter and year (e.g., Q1: Jan. 1 – Mar. 31, 2010).

Section I. **Accomplishments & Milestone Update:** A comparison of the actual accomplishments with the technical milestones and deliverables for the period. Explain why the technical milestones and deliverables were not met, if they were not. Describe the pre-commercialization status (e.g., cost, efficiency, durability) of technologies developed or being developed through EERE-sponsored efforts. Discuss what was accomplished during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes, or other achievements. Clearly denote the recipient's unique and

distinguished contribution to the project. This section should contain sufficient information to allow the EERE director to verify the achievement of the technical milestones and deliverables.

Section II. Issues, Risks, and Mitigation: Actual or anticipated problems or delays and actions taken or planned to resolve them.

Section III. Changes in Approach: Any changes in approach or aims and reasons for change. Any changes to the technical milestones and deliverables must be approved in advance by the EERE Contracting Officer.

Section IV. Key Personnel: Any changes in key personnel or teaming arrangements. Such changes must be approved in advance by the EERE Contracting Officer.

Section V. Project Output:

- A. Publications: Any project-related articles, papers, or presentations that are authored or prepared by the Project Team and published or distributed (at a conference or otherwise). List author name; title; publication or conference; volume, issue, and pages (if applicable); and year of publication. *The Prime Recipient is required to send a copy of each publication to the program support designated by the EERE Program Director.* Scientific/technical conference papers/proceedings must also be reported in accordance with Section II.B of “EERE Reporting Instructions.”
- B. Technologies/Techniques: Any new technologies or techniques developed under the Award. Briefly describe the new technologies or techniques (specific capabilities and performance improvements enabled by EERE-sponsored efforts), the pre-commercialization history of the technologies and their potential application to current and future projects.
- C. Status Reports: Progress reports and updates submitted to EERE during this quarter. List name of report and date of submission to EERE.
- D. Media Reports: Any media articles (e.g., newspapers, magazines, online media). List author, title, publication or website, page number (if applicable), and date of publication. *The Prime Recipient is required to send a copy of any media report that discusses project results to the program support staff designated by the EERE Program Director.*
- E. Invention Disclosures: Subject inventions disclosed to EERE and the U.S. Department of Energy (DOE) under this Award. List title, date submitted, and name of inventor. Listing subject inventions in

the RPPR does not satisfy the requirement to disclose the subject inventions in the manner set forth in the patent rights clause of this Award and Article IV(A) of these instructions.

- F. Patent Applications: Domestic and foreign patent applications arising out of subject inventions disclosed to EERE and the DOE under this Award. List patent number, name of inventors, assignee, patent application number, date of filing, and title of patent application.
- G. Licensed Technologies: Subject inventions licensed to third parties. List name of licensee, domestic or foreign patent or patent application number, title, and expiration date of agreement.
- H. Networks/Collaborations Fostered: Partnerships and other arrangements concluded with respect to the project or technology area. List name of network/collaboration (if any), name of entities involved, date of agreement (if any), brief description of network/collaboration, and technology area. Clearly denote the partner organizations' unique and distinguished contribution to the project.
- I. Websites Featuring Project Work or Results: Web site or other Internet sites that reflect the work or results of this project. List name of website, specific webpage(s) on which project work or results featured, and brief description of project work or results featured.
- J. Other Products: Additional project output, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment. Provide a brief description of additional project output, date of release, and entity to which output was provided.
- K. Awards, Prizes, and Recognition: Any awards, prizes, or other recognition for project work or results, subject inventions, patents or patent applications, etc. List name of award/recognition/prize, name of sponsoring organization, date of receipt, and subject of award/prize/recognition.

Section VI. Follow-On Funding: The Prime Recipient is required to disclose any received or anticipated commitment or obligations of funding that is being received or may be received by the Prime Recipient, Subrecipient, Principal Investigator(s) (including Co-Principal Investigators), or Key Participants to support the EERE funded project or work that relates directly or indirectly to the EERE funded project. List source of funding, amount of funding, the beginning and end dates of funding, and point of contact (name, title, employer, telephone

number, and e-mail address), regarding the current or anticipated funding. Include any pending application for funding to governmental or other entities.

Section VII. Recipient and Principal Investigator Disclosures: The Prime Recipient is required to disclose if any of the following conditions exist:

- A. The Prime Recipient, Subrecipient, or Principal Investor(s) (including Co-Principal Investigators) is under investigation for or has been convicted of fraud or similar acts, violations of U.S. export control laws and regulations, or violations of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.);
- B. The Prime Recipient, Subrecipient, or Principal Investigator(s) (including Co-Principal Investigators) is debarred, suspended, proposed for debarment, or otherwise declared ineligible from receiving Federal contracts, subcontracts, and financial assistance and benefits; and
- C. The Prime Recipient, Subrecipient, or Principal Investigator(s) (including Co-Principal Investigators) is insolvent.

Section VIII. Conflicts of Interests Within Project Team: The Prime Recipient is required to disclose any actual or apparent personal, organizational, financial, and other conflicts of interest within the Project Team. Examples of potential conflicts of interest may include, but are not limited to: the Principal Investigator for the Prime recipient may have an equity stake in a Subrecipient; the Principal Investigator for a Subrecipient may have a consulting arrangement with the Prime Recipient; or a Subrecipient may be a subsidiary or otherwise affiliated with the Prime Recipient.

Section IX. Performance of Work in the United States: All work performed under EERE Awards must be performed in the United States. The Prime Recipient is required to disclose if any work under the Award is being performed outside the US. The Prime Recipient may perform certain work outside the U.S. if it receives an authorization in advance by the EERE Contracting Officer (e.g., by approval of a Foreign Work Waiver Request).

Section X. Project Schedule Status: The Prime Recipient is required to report on the status of the technical milestones and deliverables identified in their award. List milestones and deliverables, anticipated start and completion dates, and actual start and completion dates. The Prime Recipient must estimate the percentage complete for each milestone/deliverable.

Section XI.A Budget Status - Prime Recipient: Show approved budget (EERE share vs. the Prime Recipient's cost share), actual costs incurred during the quarter (EERE share vs. the Prime Recipient's cost share), cumulative cost to date (EERE share vs. the Prime Recipient's cost share), and remaining balance. In addition, show Technology Transfer & Outreach (TT&O) costs on a separate worksheet.

Section XI.B Budget Status – FFRDC/GOGO: Show approved budget (EERE share vs. FFRDC/GOGO cost share, if any), actual costs incurred during the quarter (EERE share vs. FFRDC/GOGO cost share, if any), cumulative cost to date (EERE share vs. FFRDC/GOGO cost share, if any), and remaining balance. In addition, show TT&O costs on a separate worksheet.

Section XII. Certification of Compliance: The Prime Recipient is required to certify that the information provided in the Research Performance Progress Report is accurate and complete as of the date shown.

B. Progress Report (Non-RD&D Projects)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30, October 30)

The Recipient must provide a concise narrative assessment of the status of work and include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. The DOE award and report information:
 - a. The DOE Award Number (as it appears on the award face page)
 - b. Recipient Name (as it appears on the award face page)
 - c. Project Title
 - d. Project Director / Principal Investigator (PD/PI) Name, Title and Contact Information (e-mail address and phone number)
 - e. Name of Submitting Official, Title, and Contact Information (e-mail address and phone number), if other than PD/PI
 - f. Project Period (Start Date, End Date)
 - g. Report Submission Date
 - h. Reporting Period Start and End Date
2. A written comparison of the actual project accomplishments with the project goals and objectives established for the reporting period; if goals and/or objectives for the reporting period were not met, a detailed description of the variance shall be provided.

3. A discussion of what was accomplished under these goals and objectives established for this reporting period, including major activities, significant results, major findings or conclusions, key outcomes, or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.
4. Cost Status. A comparison of the approved budget by budget period and the actual costs incurred during the reporting period shall be provided. If cost sharing is required, the cost breakdown shall show the DOE share, recipient share, and total costs.
5. Schedule Status. List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variances. You may use your own project management system to provide this information.
6. Describe any changes during the reporting period in project approach and the reasons for these changes. Remember, significant changes to the project objectives and scope require prior approval by the Contracting Officer.
7. Describe any actual or anticipated problems or delays and any actions taken or planned to resolve them.
8. Describe any absence or changes of key personnel or changes in consortium/teaming arrangement during the reporting period.
9. List and describe any product produced or technology transfer activities accomplished during this reporting period, such as:
 - A. Publications (list journal name, volume, issue); conference papers; or other public releases of results. Attach or send copies of public releases to the DOE Program Manager identified in Block 15 of the Assistance Agreement Cover Page.
 - B. Web site or other Internet sites (list the URL) that reflect the results of this project.
 - C. Networks or collaborations fostered.
 - D. Technologies/Techniques (Identify and Describe).
 - E. Inventions/Patent Applications (Identify and Describe with date of application)

F. Other products, such as data or databases, physical collections, audio or video, software or NetWare, models, educational aid or curricula, instruments or equipment (Identify and Describe).

C. Financial Report SF-425 Federal Financial Report

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30, October 30) and within 90 calendar days after expiration or termination of the award

Every quarter, the Prime Recipient is required to submit a completed SF-425 for the project – i.e., the entirety of work performed by the Prime Recipient, Subrecipients, and contractors – to EERE. A fillable version of the SF-425 is available at <http://www.grants.gov> (under Post-Award Reporting Forms).

D. Special Status Reports

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within five (5) calendar days after the event, or as specified

The Prime Recipient is required to report the following events to EERE:

1. Any notices or claims of patent or copyright infringement arising out of or relating to the performance of the EERE Award;
2. Refusal of a Subrecipient to accept flowdown requirements in the Special Terms and Conditions and/or any Attachment to the EERE Award;
3. Potential or actual violations of federal, state, and municipal laws arising out of or relating to work under the Award;
4. Any improper claims or excess payments arising out of or relating to work under the Award;
5. Potential or actual violations of the cost share requirements under the Award;
6. Potential or actual noncompliance with EERE or DOE reporting requirements under the Award;
7. Potential or actual violations of the lobbying restrictions in the Award;
8. Potential or actual bankruptcy/insolvency of the Prime Recipient or Subrecipient;

9. Potential or actual violation of U.S. export control laws and regulations arising out of or relating to the work under the Award;
10. Any fatality or injuries requiring hospitalization arising out of or relating to work under the Award;
11. Potential or actual violations of environmental, health, or safety laws and regulations;
12. Any event which is anticipated to cause a significant schedule slippage or cost increase;
13. Any damage to Government-owned equipment in excess of \$25,000;
14. Any incident arising out of or relating to work under the Award that has the potential for high visibility in the media.

E. Other (see Special Instructions)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within five (5) calendar days after the event, or as specified

II. SCIENTIFIC / TECHNICAL REPORTING

The dissemination of scientific and technical information (STI) ensures public access to the results of federally funded research. STI refers to information products in any medium or format used to convey results, findings, or technical innovations from research and development or other scientific and technological work that are prepared with the intention of being preserved and disseminated in the broadest sense applicable (i.e., to the public or, in the case of controlled unclassified information or classified information, disseminated among authorized individuals). Access to and archival of DOE-funded STI are managed by the DOE Office of Scientific and Technical Information (OSTI). For information about OSTI see <http://www.osti.gov>.

For more information on STI submittals, see <http://www.osti.gov/stip/submittal>.

By properly notifying DOE OSTI about the published results, the information will be made publicly accessible and discoverable through DOE web-based products.

NOTE: SCIENTIFIC/TECHNICAL PRODUCTS INTENDED FOR PUBLIC RELEASE MUST NOT CONTAIN PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII). PII is defined as any information about an individual which can be used to distinguish or trace an individual's identity. Some information that is considered to be PII is available in *public* sources such as telephone books, public websites, university listings, etc. This type of information is considered to

be Public PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general educational credentials. In contrast, *Protected* PII is defined as an individual's first name or first initial and last name in combination with any one or more of the following types of information: social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc., which could be mis-used if made publicly available.

Other STI

Recipients are encouraged to announce other forms of STI especially if they are the primary means by which certain research results are disseminated or if they contain research results not already announced to DOE by the Recipient in technical reports, accepted journal articles, or other STI. This Reporting Requirement will be denoted with the Frequency "O – Other" on the Checklist.

Other types of STI produced which may be for used for public dissemination of project results include: dissertation/thesis, patent, book, or other similar products. These types of STI may also be announced using DOE AN 241.3 by following instructions on the E-Link website (<http://www.osti.gov/elink-2413>).

A. Journal Article-Accepted Manuscript

Submit to:	DOE Energy Link System (E-Link) available at http://www.osti.gov/elink-2413
Submission deadline:	Within five (5) calendar days after the event, or as specified

Access to scholarly publications is enabled by providing the Journal Article-Accepted Manuscript to DOE OSTI and is consistent with the U.S. Government's retained license to published results of federally funded research. If the Recipient has a journal article accepted for publication, then the Recipient must submit an AN 241.3, as described below, at the time the article meets the status of being "accepted" for publication.

Content. The Recipient is to provide the final peer-reviewed accepted manuscript, i.e., the version of a journal article that has been peer reviewed and accepted for publication in a journal. Do NOT submit the journal's published version of the article, i.e., do NOT submit a copyrighted reprint.

Electronic Submission Process. The Journal Article-Accepted Manuscript must be provided electronically via the DOE Energy Link System (E-Link) and must be accompanied by a completed DOE Announcement Notice (AN) 241.3 (<http://www.osti.gov/elink-2413>).

Within the AN 241.3, provide relevant journal information (article title, journal name, volume, issue, and any other pertinent publication information) as well as the URL (unless uploading the full document).

Within the 241.3, the Recipients should provide a persistent link to the repository location of the accepted manuscript. An example of a persistent link is a URL to the specific location of the Journal Article-Accepted Manuscript hosted on a public, openly accessible university research publications website. If a persistent link is not available or if the website has access restrictions (preventing public access), then the Recipient should upload the full-text of the Accepted Manuscript using the AN 241.3 and E-Link instructions.

Full-text of accepted manuscripts must be in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts.

B. Scientific / Technical Conference Papers / Presentation /Proceeding

Submit to:	DOE Energy Link System (E-Link) available at http://www.osti.gov/elink-2413
Submission deadline:	Within five (5) calendar days after the event, or as specified

The Prime Recipient must submit a copy of any scientific/technical conference papers/proceedings, with the following information: (1) name of conference; (2) location of conference; (3) date of conference; and (4) conference sponsor. Scientific/technical conference papers/proceedings must be submitted in the Adobe PDF format as one integrated PDF file containing all text, tables, diagrams, photographs, schematic, graphs, and charts. In addition, scientific/technical conference papers/proceedings must be accompanied by a completed DOE Form 241.3. The form and instructions are available on DOE Energy Link System (E-Link) at <http://www.osti.gov/elink-2413>.

C. Scientific / Technical Software & Manual

Submit to:	DOE Energy Link System (E-Link) available at http://www.osti.gov/estsc/241-4.jsp
Submission deadline:	Within five (5) calendar days after the event, or as specified

Content. Unless otherwise specified in the award, the following must be delivered: source code, the executable object code and the minimum support documentation needed by a competent user to understand and use the software and to be able to modify the software in subsequent development efforts.

Submission Process. The software submission must be accompanied by a completed DOE Announcement Notice (AN) 241.4 "Announcement of U.S. Department of Energy Computer Software." The form and instructions are available on E-Link at <http://www.osti.gov/estsc/241-4.jsp>. The AN 241.4 may be filled online and submitted electronically with a printed copy or note accompanying the shipped software package.

D. Scientific / Technical Datasets

Submit to:	DOE Energy Link System (E-Link) available at https://www.osti.gov/elink/241-6
Submission deadline:	Within five (5) calendar days after the event, or as specified

Scientific/technical datasets (datastreams, data files, etc.) support the technical reports and published literature resulting from DOE-funded research. They are also recognized as valuable information entities in their own right that, now and in the future, need to be available for citation, discovery, retrieval, and reuse. The assignment and registration of a Digital Object Identifier (DOI) is a free service for DOE-funded researchers which is provided by OSTI to enhance access to this important resource. In order to obtain a DOI, provide to OSTI the specific data elements relevant to the dataset, as specified in DOE AN 241.6.

Content. If the recipient generates publicly available datasets resulting from work funded by DOE, they may announce these datasets to OSTI and have them registered with DataCite to obtain a DOI, which ensures long-term linkage between the DOI and the dataset's location. To register and publicly announce a dataset, the Recipient must provide an AN 241.6, including the required data elements needed for describing the dataset.

Electronic Submission Process. Notification of scientific datasets must be submitted electronically via the DOE Energy Link System (E-Link) and must be accompanied by a completed DOE Announcement Notice (AN) 241.6 (<https://www.osti.gov/elink/241-6>). Within the AN 241.6, provide relevant information about the dataset as well as the URL where the dataset can be accessed.

E. Other (Dissertation / Thesis, see Special Instructions)

Submit to:	http://www.osti.gov/elink-2413
Submission deadline:	Within five (5) calendar days after the event, or as specified

Other types of scientific and technical information produced which may be used for public dissemination of project results include: dissertation/thesis, patent, book, or other similar products. These types of STI may also be announced using DOE AN 241.3 by following instructions on the E-Link website (<http://www.osti.gov/elink-2413>).

NOTE: ALL SCIENTIFIC/TECHNICAL PRODUCTS INTENDED FOR PUBLIC RELEASE SHOULD NOT CONTAIN PROTECTED PII. Personally Identifiable Information (PII) is defined as any information about an individual which can be used to distinguish or trace an individual's identity. Some information that is considered to be PII is available in public sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general educational credentials. In contrast, Protected PII is

defined as an individual's first name or first initial and last name in combination with any one or more of the following types of information: social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc., which could be mis-used if made publicly available.

III. CLOSEOUT REPORTING

A. Final Scientific/Technical Report

Submit to:	DOE Energy Link System (E-Link) available at http://www.osti.gov/elink-2413
Submission deadline:	Within 90 calendar days after expiration or termination of the award

The Prime Recipient must submit a Final Scientific/Technical Report to DOE for all research, development, demonstration and commercialization projects and a Progress Report for any other type of project. The Report must be submitted in Adobe PDF Format as one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. The Report must be accompanied by a completed electronic version of DOE Form 241.3, "U.S. Department of Energy (DOE), Announcement of Scientific and Technical Information (STI)," available via DOE Energy Link System (E-Link) at <http://www.osti.gov/elink-2413>. The Report must contain the following information:

1. The scientific/technical report is to cover the entire project period.
2. STI that is publicly accessible need not be duplicated in the report if a citation with a link to where the information may be found is included in the report. For example, articles found in PAGES (i.e., DOE's Public Access Gateway for Energy and Science, <http://www.osti.gov/pages/>) are accessible to the public.
3. Provide identifying information: the EERE award number; sponsoring program office; name of recipient; project title; name of project director/principal investigator; and consortium/team members.
4. Include an acknowledgment of Federal support and a disclaimer, which must appear in the publication of any material as required by the Special Terms and Conditions.
5. Include any limitations on public release of the report, if authorized by the award agreement. If the document being submitted contains patentable material or protected data (i.e., data first produced in the performance of the award that is protected from public release for a period of time by terms of the award agreement) as set forth in the award agreement, then (1) prominently display on the cover of the report any authorized distribution limitation notices, such as patentable material or protected data and (2) clearly identify patentable or protected data on each page of the report. Reports delivered without such notices or with restrictive notices not authorized by the award agreement may be deemed to have been furnished with unlimited rights,

and the Government assumes no liability for the disclosure, use or reproduction of such reports. Any restrictive markings must also be noted in the distribution limitation section of the Announcement Notice (AN) 241.3. No protected PII should be included.

6. Provide an abstract or executive summary, which should be a minimum of one paragraph and written in terms understandable by an educated layperson. (Refer to <http://www.osti.gov/stip/standards> for ANSI/NISO guidance as needed.) The abstract included in an application may serve as a model for this.
7. Summarize project activities for the entire period of funding, including original hypotheses, approaches used, and findings. Include, if applicable, facts, figures, analyses, and assumptions used during the life of the project to support the results in a manner that conveys to the scientific community the STI created during the project. To minimize duplication, the report may reference STI, including journal articles, that is publicly accessible. See also #2.
8. For guidance offered by the National Information Standards Organization on typical attributes and content of a technical report, if needed, refer to ANSI/NISO Z39.18-2005 (R2010), Scientific and Technical Reports – Preparation, Presentation, and Preservation (see <http://www.osti.gov/stip/standards>).

B. Patent/Invention Certification

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 90 calendar days after expiration or termination of the award

The Prime Recipient is required to submit either an Invention Certification or DOE Form 2050.11, “Patent Certification.” Both forms are available at <http://energy.gov/eere/funding/eere-funding-application-and-management-forms>.

The Invention Certification or Patent Certification must include a list of all subcontracts at any tier containing a patent rights clause (or state that there were none).

C. Final Property Report SF-428 & 428B

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 90 calendar days after expiration or termination of the award

The Prime Recipient must submit a final inventory of Government-furnished property, and property acquired with project funds, whether the property is in the possession of the Prime Recipient or Subrecipients. The Prime Recipient must submit a completed SF-428B, available at <https://www.grants.gov>. The inventory must include a description of

the property, tag number, acquisition date, and acquisition cost, if purchased with project funds. The location of property should be listed under the Comments section. Any property with a fair market value below \$5,000 may be omitted from the inventory.

The Prime Recipient may submit a disposition plan or request by submitting a completed SF-428C, available at <https://www.grants.gov>, to <https://www.eere-pmc.energy.gov/SubmitReports.aspx>

The EERE Contracting Officer has sole and exclusive authority to approve disposition plans and requests.

D. Software Deliverable Submission

Submit to:	DOE Energy Link System (E-Link) available at http://www.osti.gov/estsc/241-4.jsp .
Submission deadline:	Within 90 calendar days after expiration or termination of the award

The Prime Recipient must submit all software deliverables created under this Award, as well as any accompanying documentation or manuals. The following must be delivered: source code, the executable object code and the minimum support documentation needed by a competent user to understand and use the software and to be able to modify the software in subsequent development efforts.

Each software deliverable and its manual must be accompanied by a completed DOE Form 241.4 "Announcement of U.S. Department of Energy Computer Software," available at <http://www.osti.gov/estsc/241-4.jsp>.

E. Other (see Special Instructions)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 90 calendar days after expiration or termination of the award

IV. OTHER REPORTING

A. Intellectual Property Reporting

Submit to:	http://www.iEdison.gov
Submission deadline:	Within five (5) calendar days after the event, or as specified

iEdison requires a login and password. If the Recipient's organization does not already have an iEdison administrator account, the Recipient may register for one at: [iEdison Registration](#).

In accordance with the patent rights clause of the Award, the Recipient and subrecipient(s), if any, must complete the following intellectual property reports in iEdison when applicable:

- (1) Disclosing a subject invention, including anticipated uses and sales (use iEdison's Invention Report);
- (2) Reporting publications, manuscript submissions, or other public disclosures concerning a subject invention (add documents to the Invention Report);
- (3) If authorized by the award agreement, electing (or declining) to retain title to a subject invention (modify the Invention Report and input "Title Election Date" or "Not Elect Title Reason");
- (4) Disclosing the filing or termination of patent applications on a subject invention (i.e., patent applications disclosing or claiming a subject invention). Patent disclosures must be made (using iEdison's Patent Report) for filing the following patent applications:
 - An initial domestic patent application (including provisional or non-provisional);
 - A domestic divisional or continuation patent application;
 - A domestic continuation-in-part application; and
 - A foreign patent application.
- (5) Discontinuing prosecution of a patent application, maintenance of a patent, or defense in a patent reexamination or opposition proceeding, regardless of jurisdiction (modify the Patent Report);
- (6) Requesting an extension of time to:
 - Elect (or decline) to retain title to a subject invention (modify the Invention Report); and
 - File an initial domestic or foreign patent application (modify the Invention Report).

Failure to submit Intellectual Property Reporting Forms in a timely manner may result in forfeiture of the recipient's or subrecipient's rights in the subject inventions and related patent applications.

B. Invention Utilization Report (EERE 356)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 90 calendar days after the end of the annual reporting period (Reports are due one year after the disclosure date of each subject invention and must continue to be provided for 10 years after the date of disclosure)

The recipient and subrecipient(s), if any, must provide Invention Utilization Reports for any subject inventions made under the award. Reports are due one year after the disclosure date of each subject invention and must continue to be provided for 10 years after the date of disclosure. Failure to submit Invention Utilization Reports in a timely manner may result in forfeiture of the recipient's or subrecipient's rights in the subject inventions.

C. Project Management Plan (PMP)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within six (6) weeks of the effective date of the EERE Award

Iterations and Maintenance

The recipient is required to develop, update, and adhere to a project management plan. The purpose of the plan is to establish cost, schedule, and technical performance baselines, and to formalize the processes by which the project will be managed. These processes include considerations such as risk management, change management, and communications management. While it is primarily the project recipient's responsibility to maintain the plan, Federal staff may request changes. The plan is intended to be a living document, modified as necessary, and comprising the following iterations:

Active Plan

Following formal award of the financial assistance agreement, the recipient must submit an updated project management plan, to include any changes requested during negotiation and a timeline based upon the actual award date.

a. Revised Plan(s)

During the life of the project the recipient must submit a revised project management plan based on the following circumstances:

1. Developments that have a significant favorable impact on the project.
2. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require the program office to respond to questions relating to such events from the public. Specifically, the recipient must update the plan when any of the following incidents occur:
 - a) Any event which is anticipated to cause significant schedule or cost changes, such as changes to the funding and costing profile or changes to the project timeline.
 - b) Any change to Technology Readiness Level.
 - c) Any significant change to risk events (including both potential and realized events) or to risk management strategies

- d) Failure to meet a milestone or milestones; any dependencies should be adjusted.
- e) Any changes to partnerships.
- f) Any significant change to facilities or other project resources.
- g) Any other incident that has the potential for high visibility in the media.

b. Content of the initial or revised PMP:

Project Title: The DOE award number and project title

Recipient Organization: Official name of the recipient organization

Principal Investigator: The name and title of the project director/ principal investigator

Date of Plan: The date the plan or plan revision was completed

The revised PMP must describe changes to any of the following sections of the PMP as well as provide updated versions of any logs, tables, charts, or timelines.

1. Executive Summary: Provide a description of the project that includes the objective, project goals, and expected results. The description should include a high level description of the technology, potential use or benefit of the technology, location of work sites and a brief discussion of work performed at each site, along with a description of project phases (if the project includes phases).
2. Technology Readiness Levels (TRLs): Identify the readiness level of the technology associated with the project as well as the planned progression during the course of project execution. A detailed explanation of the rationale for the estimated technology readiness level should be provided. Specific entry criteria for the next higher technology readiness level should be identified. The following definitions apply:
 - a) TRL-1. Basic principles observed and reported: Scientific problem or phenomenon identified. Essential characteristics and behaviors of systems and architectures are identified using mathematical formulations or algorithms. The observation of basic scientific principles or phenomena has been validated through peer-reviewed research. Technology is ready to transition from scientific research to applied research.
 - b) TRL-2. Technology concept and/or application formulated: Applied research activity. Theory and scientific principles are focused on specific application areas to define the concept. Characteristics of the application are described. Analytical tools are developed for simulation or analysis of the application.
 - c) TRL-3. Analytical and experimental critical function and/or characteristic proof of concept: Proof of concept validation has been achieved at this level. Experimental research and development is

initiated with analytical and laboratory studies. System/integrated process requirements for the overall system application are well known. Demonstration of technical feasibility using immature prototype implementations are exercised with representative interface inputs to include electrical, mechanical, or controlling elements to validate predictions.

- d) TRL-4. Component and/or process validation in laboratory environment- Alpha prototype (component) Standalone prototyping implementation and testing in laboratory environment demonstrates the concept. Integration and testing of component technology elements are sufficient to validate feasibility.
- e) TRL-5. Component and/or process validation in relevant environment- Beta prototype (component): Thorough prototype testing of the component/process in relevant environment to the end user is performed. Basic technology elements are integrated with reasonably realistic supporting elements based on available technologies. Prototyping implementations conform to the target environment and interfaces.
- f) TRL-6. System/process model or prototype demonstration in a relevant environment- Beta prototype (system): Prototyping implementations are partially integrated with existing systems. Engineering feasibility fully demonstrated in actual or high fidelity system applications in an environment relevant to the end user.
- g) TRL-7. System/process prototype demonstration in an operational environment- Integrated pilot (system): System prototyping demonstration in operational environment. System is at or near full scale (pilot or engineering scale) of the operational system, with most functions available for demonstration and test. The system, component, or process is integrated with collateral and ancillary systems in a near production quality prototype.
- h) TRL-8. Actual system/process completed and qualified through test and demonstration- Pre-commercial demonstration: End of system development. Full-scale system is fully integrated into operational environment with fully operational hardware and software systems. All functionality is tested in simulated and operational scenarios with demonstrated achievement of end-user specifications. Technology is ready to move from development to commercialization.

3. Risk Management: Provide a summary description of the proposed approach to identify, analyze, and respond to potential risks associated with the proposed project. Project risk events are uncertain future events that, if realized, impact the success of the project. At a minimum, include the initial identification of significant technical, resource, and management issues that

have the potential to impede project progress and strategies to minimize impacts from those issues. The risk management approach should be tailored to the TRL. If a project or task is expected to progress to a higher TRL, then the risk plan should address the retirement of any risks associated with the first TRL and identify new risks related to moving to the next TRL. Additionally, the risk management approach should include risk opportunities that if realized, could benefit the project.

4. **Milestone Log:** Provide milestones for each budget period (or phase) of the project. Each milestone should include a title and planned completion date. Milestones should be quantitative (e.g., a date, a decision to be made, a key event) and show progress toward budget period and/or project goals. Milestones should also be important and few. Higher TRL projects (Demonstration and Deployment) typically have the most detailed milestone logs compared to lower TRL level projects (Research and Development). If applicable, milestones chosen should clearly reflect progress through various TRL stages.

Note: The Milestone Status must present actual performance in comparison with the Milestone Log, and include:

- a) The actual status and progress of the project,
- b) Specific progress made toward achieving the project's milestones, and,
- c) Any proposed changes in the project's schedule required to complete milestones.
5. **Funding and Costing Profile:** Provide a table (the Project Funding Profile) that shows, by budget period, the amount of government funding going to each project team member. Also a table (the Project Costing Profile) which projects, by month, the expenditure of both government and recipient funds for the first budget period, at a minimum. The Funding and Costing Profile should show the relationships with the Milestone Log (Item 4 above) and Project Timeline (Item 6 below); for example, Funding and Costing information could be shown as an overlay on milestone or timeline charts.
6. **Project Timeline:** Provide a timeline of the project (similar to a Gantt chart) broken down by each task and subtask, as described in the Statement of Project Objectives. The timeline should include a start date and end date for each task, as well as interim milestones. The timeline should also show interdependencies between tasks and include the milestones that are identified in the Milestone Log (Item 4 above). The timeline should also show the relationship to the Project Costing Profile (Item 5 above). If applicable, the timeline should include activities and milestones related to achieving succeeding TRLs.
7. **Success Criteria at Decision Points:** Provide well-defined success criteria for each decision point in the project, including go/no-go decision points and the conclusions of budget periods and the entire project. The success criteria

should be objective and stated in terms of specific, measurable, and repeatable data. Usually, the success criteria pertain to desirable outcomes, results, and observations from the project. Key milestones can be associated with success criteria. If applicable, the success criteria should include exit criteria for progressing from one TRL to the next.

8. Key Partnerships, Teaming Arrangements and Team Members: Provide a list of key team members in the project as well as the role and contact information of each. A hierarchical project organization and structure chart should be provided along with a description of the role and responsibilities of each team member in terms of contribution to project scope. The section should also include key team members who fulfill single or multiple roles within a project as well as the contact information for each.
9. Facilities and Resources: Provide a list of project locations along with a discussion of capabilities and activities performed at each site in terms of contribution to project scope. The address of each work site should be provided.
10. Communications Management: Describe the communications needs and expectations for the project team members. The communications plan may be simple or detailed, depending on the complexity of the project. At a minimum, the plan should include contact information, methods of communicating and anticipated frequency.
11. Change Management: Provide a description of the process for managing change on the project. Describe how change will be monitored, controlled and documented within the project. This includes, but is not limited to, changes to the Scope, Schedule, and Budget. If applicable, Change Management should include assessing how changes impact TRLs.

D. Annual Incurred Cost Proposals

Submit to:	If EERE is the Cognizant Federal Agency, send the Annual Incurred Cost Proposal to: <ul style="list-style-type: none">• CostPrice@ee.doe.gov (for awards administered by the Golden Field Office);• or• PricingGroup@netl.doe.gov (for awards administered by NETL) Otherwise, submit the proposal to the Cognizant Federal Agency
Submission deadline:	Within 180 calendar days after the close of the recipient's fiscal year

The Prime Recipient and Subrecipient must submit an Annual Incurred Cost Proposal, reconciled to its financial statements unless the award is based on a predetermined or fixed indirect rate(s) or a fixed amount for indirect or facilities and administration (F&A) costs. The Prime Recipient must submit its annual incurred cost proposal directly to the Cognizant Federal Agency for negotiating and approving indirect costs.

E. Annual Compliance Audit: For-Profit Recipients

Submit to:	DOE-Audit-Submission@hq.doe.gov & • https://www.eere-pmc.energy.gov/SubmitReports.aspx (for awards administered by the Golden Field Office); or • PricingGroup@netl.doe.gov (for awards administered by NETL)
Submission deadline:	Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (Recipient's fiscal year-end)

As required by 2 CFR parts 910.500 through 910.521, a For-Profit entity which expends \$750,000 or more during their fiscal year in DOE awards must have a compliance audit conducted for that year.

The compliance audit report(s) must be submitted to DOE within the earlier of thirty days after receipt of the auditor's report(s) or nine months after the end of the audit period (Recipient's fiscal year-end). The compliance audit report must be submitted, along with audited financial statements.

F. Single Audit: States, Locals, Tribal Governments, and Non-Profits

Submit to:	Federal Audit Clearinghouse - https://harvester.census.gov/facweb/Default.aspx
Submission deadline:	Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (Recipient's fiscal year-end)

As required by 2 CFR 200 Subpart F, non-federal entities that expend \$750,000 or more during the recipient entity's fiscal year in federal awards must have a single or program-specific audit conducted. The single audit must be conducted in accordance with §200.514 Scope of audit, except when it elects to have a program-specific audit conducted.

For most single audits, the requirement is for annual single audits. However, there are occasions where a single audit is not required annually. Per 2 CFR 200.504 - Frequency of audits, a state, local government, or Indian tribe that is required by constitution or statute to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. Also, any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its single audits biennially.

For a program-specific audit, when a recipient expends federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

The single audit report(s) must be submitted to DOE within the earlier of thirty days after receipt of the auditor's report(s) or nine months after the end of the audit period (recipient's fiscal year-end). The compliance audit report must be submitted, along with audited financial statements (if applicable), to the Federal Audit Clearinghouse website.

G. Annual Property Inventories

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 90 calendar days after the end of the annual reporting period

The Prime Recipient must submit an annual inventory of Government-furnished property and property acquired with project funding where the award specifies that the property vests in the Federal Government (i.e., Federally owned property), whether held by the Prime Recipient or Subrecipients. The Prime Recipient must complete SF-428A, available at http://www.whitehouse.gov/omb/grants_forms. The inventory must include a description of the property, tag number, acquisition date, and acquisition cost, if purchased with project funds. The location of property should be listed under the Comments section. Any property with a fair market value of \$5,000 or less may be omitted from the inventory.

H. Reporting Addendum (EERE 359)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 90 calendar days after expiration or termination of the award

I. Uniform Commercial Code (UCC) Financing Statements

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within five (5) calendar days after the event, or as specified.

If a for-profit recipient or subrecipient desires to purchase a piece of equipment for their project, and the per-unit dollar value of said equipment is \$5,000 or more, and the Federal share of the financial assistance agreement is more than \$1M, the recipient or subrecipient must file a UCC financing statement.

A UCC financing statement provides public notice that the Federal government has an undivided reversionary interest in the equipment, and as such the equipment cannot be sold or used as collateral for a loan (encumbered).

The for-profit recipient or subrecipient must file the UCC financing statement(s) (for the relevant state or territory in which the equipment is located) and pay any associated costs for such filings.

The initial UCC financing statement may also be referred to as a UCC1. For additional pieces of equipment not specified in the award budget, TBD equipment, or equipment

needed in future budget periods, the recipient can file an amendment to the original UCC1 financing statement, by submitting the UCC3 financing statement amendment.

Each UCC financing statement or amendment is to be filed with the applicable state or territorial UCC office, in which the piece of equipment will reside.

Note: All costs associated with filing UCC financing statements, UCC financing statement amendments, and UCC financing statement terminations, are allowable and allocable costs to be charged to the Federal award.

At a minimum, the recipient must have stated in their UCC financing statement in block 4. (collateral) the following:

- 1) "Title to all equipment (not real property) purchased with Federal funds under this financial assistance agreement is conditional pursuant to the terms of 2 CFR 910.360, and the Federal government retains an undivided reversionary interest in the equipment at the Federal cost-share proportion specified in the award terms and conditions."
- 2) Federal Award Identification Number (e.g., DE-EE000XXXX)

J. Federal Subaward Reporting System (FSRS)

Submit to:	https://www.fsrs.gov/
Submission deadline:	The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to \$25,000.

The Federal Subaward Reporting System (FSRS) is the reporting tool prime recipients use to capture and report subaward and executive compensation data regarding their first-tier subrecipients to meet the FFATA reporting requirements. Prime recipients will report against subrecipients' awards. The subrecipient information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime recipient's award furthering Federal spending transparency.

The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-award greater than or equal to \$25,000.

K. Other (see Special Instructions)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within five (5) calendar days after the event, or as specified

APPENDIX A

NOTICE TO RECIPIENTS (PRIME RECIPIENTS AND SUBRECIPIENTS) REGARDING CONFIDENTIAL INFORMATION AND DATA AND PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

I. PROTECTED DATA AND LIMITED RIGHTS DATA

The Recipient is required to mark confidential information and data in accordance with this guidance. Failure to properly mark confidential information and data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. § 552) or otherwise.

A. Protected Data - Technical Data or Commercial or Financial Data First Produced in the Performance of the Award

The U.S. Government normally retains unlimited rights in any technical data or commercial or financial data produced in performance of Government financial assistance awards, including the right to distribute to the public.

However, under certain EERE awards, the Recipient may mark certain categories of data produced under the award as protected from public disclosure for up to five years after the data is produced (“Protected Data”). If the award agreement provides for protected data and the Recipient wants the data to be protected, the Recipient must properly mark any documents containing Protected Data as set forth in the IP clause set of the award agreement.

B. Limited Rights Data - Data Produced Outside of the Award at Private Expense

Limited Rights Data is data (other than computer software) developed at private expense outside any Government financial assistance award or contract that embody trade secrets or are commercial or financial and confidential or privileged. Prior to including any Limited Rights Data in any documents to EERE, the Recipient should review the award agreement. In most EERE awards, the Recipient should not deliver any limited rights data to EERE if the Recipient wants to protect the Limited Rights Data. If the EERE award does allow and require the delivery of limited rights data, then the Recipient must properly mark any documents containing Limited Rights Data as set forth in the IP clause of the award agreement.

II. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

The Recipient should not include any Protected Personally Identifiable Information (Protected PII) in their submissions to EERE. Protected PII is defined as any data that, if compromised, could cause harm to an individual such as identify theft. Protected PII includes:

- Social Security Numbers in any form;
- Place of Birth associated with an individual;
- Date of Birth associated with an individual;
- Mother's maiden name associated with an individual;
- Biometric record associated with an individual;
- Fingerprint;
- Iris Scan;
- DNA;
- Medical history information associated with an individual;
- Medical conditions, including history of disease;
- Metric information, e.g., weight, height, blood pressure;
- Criminal history associated with an individual;
- Ratings;
- Disciplinary actions;
- Financial information associated with an individual;
- Credit card numbers; and
- Security clearance history or related information (not including actual clearances held).

Attachment #3

Applicant Name: City of Seattle

Award Number: DE-EE0008261, Amendment 0001

Attachment 3 - Budget Information - Non Construction Programs

Section A - Budget Summary

Grant Program Function or Activity	Catalog of Federal Domestic Assistance Number	Estimated Unobligated Funds		New or Revised Budget		Total
		Federal	Non-Federal	Federal	Non-Federal	
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1. Conservation R&D - BP1	81.086			\$388,430	\$626,649	\$1,015,079
2. Conservation R&D - BP2	81.086			\$1,340,642	\$3,728,469	\$5,069,111
3. Conservation R&D - BP3	81.086			\$252,986	\$1,859,191	\$2,112,187
4.						
5. Totals		\$0	\$0	\$1,982,068	\$6,214,309	\$8,196,377

Section B - Budget Categories

6. Object Class Categories	(1) Federal - BP1	(2) Non-Federal - BP1	Grant Program, Function or Activity			Total
			(3) Federal - BP2	(4) Non-Federal - BP2	(5) Federal - BP3	
a. Personnel	\$0	\$90,860	\$0	\$93,585	\$0	\$96,399
b. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0
c. Travel	\$2,560	\$0	\$2,271	\$0	\$1,560	\$0
d. Equipment	\$2,000	\$0	\$34,000	\$0	\$4,000	\$0
e. Supplies	\$0	\$0	\$0	\$0	\$0	\$0
f. Contractual	\$333,870	\$535,789	\$1,104,371	\$3,634,884	\$247,435	\$1,762,801
g. Construction	\$0	\$0	\$0	\$0	\$0	\$0
h. Other	\$0	\$200,000	\$0	\$0	\$0	\$200,000
i. Total Direct Charges (sum of 6a-6h)	\$388,430	\$626,649	\$1,340,642	\$3,728,469	\$252,996	\$1,859,191
j. Indirect Charges	\$0	\$0	\$0	\$0	\$0	\$0
k. Totals (sum of 6i-6j)	\$388,430	\$626,649	\$1,340,642	\$3,728,469	\$252,996	\$1,859,191
7. Program Income	\$0	\$0	\$0	\$0	\$0	\$0

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Section C - Non-Federal Resources					
(a) Grant Program		(b) Applicant		(c) State	
8. 81.086 - Conservation R&D		\$280,335		\$0	\$5,933,474
9.					\$6,214,309
10.					\$0
11.					\$0
12. Total (sum of lines 8 - 11)		\$280,335		\$0	\$5,933,474
13. Total for 1st year		\$388,430		\$97,108	\$97,107
14. Non-Federal		\$926,649		\$156,663	\$156,662
15. Total (sum of lines 13 and 14)		\$1,015,079		\$253,770	\$253,769
Section D - Forecasted Cash Needs					
		1st Quarter		2nd Quarter	
13. Federal					
14. Non-Federal					
15. Total (sum of lines 13 and 14)		\$1,015,079		\$253,770	
Section E - Budget Estimates of Federal Funds Needed for Balance of the Project					
		3rd Quarter		4th quarter	
16. 81.086 - Conservation R&D					
17.					
18.					
19.					
20. Total (sum of lines 16-19)		\$1,340,642		\$252,996	
Section F - Other Budget Information					
21. Direct Charges					
Personnel, Travel, Equipment, Contractual, Other Direct Costs					
Fringe benefits and indirect expenses are not reimbursable for the prime Recipient.					
22. Indirect Charges					
23. Remarks					
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Wardwell #3



Energy Efficiency &
Renewable Energy

**EERE 360.7: Intellectual Property Provisions
Non-Research and Development**

**Attachment 4 – Intellectual Property Provisions
DE-EE0008261**

Intellectual property rights are subject to 2 CFR 200.315 or 910.362.

Making the Business Case for Smart, Shared, and Sustainable Mobility Services Data Management Plan (DMP)

The Seattle Department of Transportation, as Principal Investigator (PI), will manage and coordinate the implementation of the project data management plan and be responsible for ensuring implementation and compliance with the DMP. SDOT will partner with Atlas Public Policy, a public policy and research consultancy, to serve as the project's primary data repository. SDOT will manage data agreement negotiations between project partners to determine the data sharing expectations and storage processes. SDOT will also leverage its existing relationship with the University of Washington's Transportation Data Collaborative to admit, aggregate, and distill proprietary data sets that the shared mobility providers flag as needing additional layers of data security. SDOT will leverage existing relationships with the Transportation Data Collaborative to provide data repository and synthesis support for any data that needs aggregation and protection from public disclosure. This will provide an additional layer of data security for our shared mobility providers

1. Data types and sources

Generally, the type of data expected to be managed in the Making the Business Case for Smart, Shared, and Sustainable Mobility Services project falls into the following four categories:

Category 1 – Project Management Data

Project Management Data will include 1) stakeholder contact data collected as part of coordinating in-kind contribution and participation in the Making the Business Case for Smart, Shared, and Sustainable Mobility Services project, and 2) various administrative information related to budgets and expenditures related to the project.

Category 2 – Business Case Data

Business Case Data will include aggregated operational data from partner ridesourcing and car sharing providers developed as part of the project. This data will be used to validate project research objectives and illustrated in project dashboards to monitor project performance.

- Number of trips
- Number of unique riders
- Number of unique drivers (not daily - perhaps quarterly)
- Total vehicle miles traveled (VMT)
- Number of charging sessions
- Total electrical energy delivered (kWh)
- Average, median, minimum, and maximum driver revenue per trip, VMT per trip, charging rate in kW, and charging session time in minutes

Category 3 – Individual Project Performance Data

Individual Project Performance Data includes raw data (like individual trip records) and aggregated data points from partner ridesourcing and car sharing providers. This data will be

used to measure performance of each type of electrification strategy employed by the partner cities. The project consists of two primary strategies: charging infrastructure supply at shared mobility hubs in Seattle and fleet supply and incentives in New York City, Portland, and Denver. These strategies require distinct metrics to measure impacts and benefits. Potential data that will be collected includes:

Charging infrastructure supply at shared mobility hubs in Seattle

- Number of car share trips beginning and ending at shared mobility hubs in an electric vehicle (EV)
- Number of ridesourcing trips beginning and ending at shared mobility hubs in an EV
- Percentage of all car share trips beginning and ending at shared mobility hubs made in an EV
- Percentage of all ridesourcing trips beginning and ending at shared mobility hubs made in an EV
- Average trip length of all EV car share trips beginning and ending at shared mobility hubs
- Average trip length of all EV ridesourcing trips beginning and ending at shared mobility hubs
- Average occupancy of all EV ridesourcing trips beginning and ending at shared mobility hubs
- Estimated greenhouse gas savings from project
- Estimated average greenhouse gas savings from project
- Number of charging events at each shared mobility hub

- Average charging time for DC fast charging stations and Level 2 charging stations
- Survey number of trips providing access to or completing a transit trip

Fleet supply and incentives in New York City, Portland, and Denver

- Daily number of trips for each Zip Code Tabulation Area (ZCTA) where origin and destination ZCTA is different.
- Daily total VMT for each ZCTA where origin and destination ZCTA is different.
- Daily number of trips canceled by driver for each ZCTA.
- Daily number of trips canceled by rider for each ZCTA.
- TNC pick-up and drop-off date/time (New York City only)
- TNC pick-up and drop-off location (New York City only)
- TNC vehicle plate number (New York City only)
- Indicator of whether or not TNC trips were shared (i.e., an UberPool or LyftLine trip)

2. Content and Format

All data related to the project is expected to be in commonly utilized formats and forms stemming from queried data from shared mobility providers as well as direct access to APIs from select partner mobility providers (e.g., ReachNow). Data will typically be provided in CSV or GIS shapefile formats.

3. Sharing and Preservation

Sharing and dissemination will be managed per the following table.

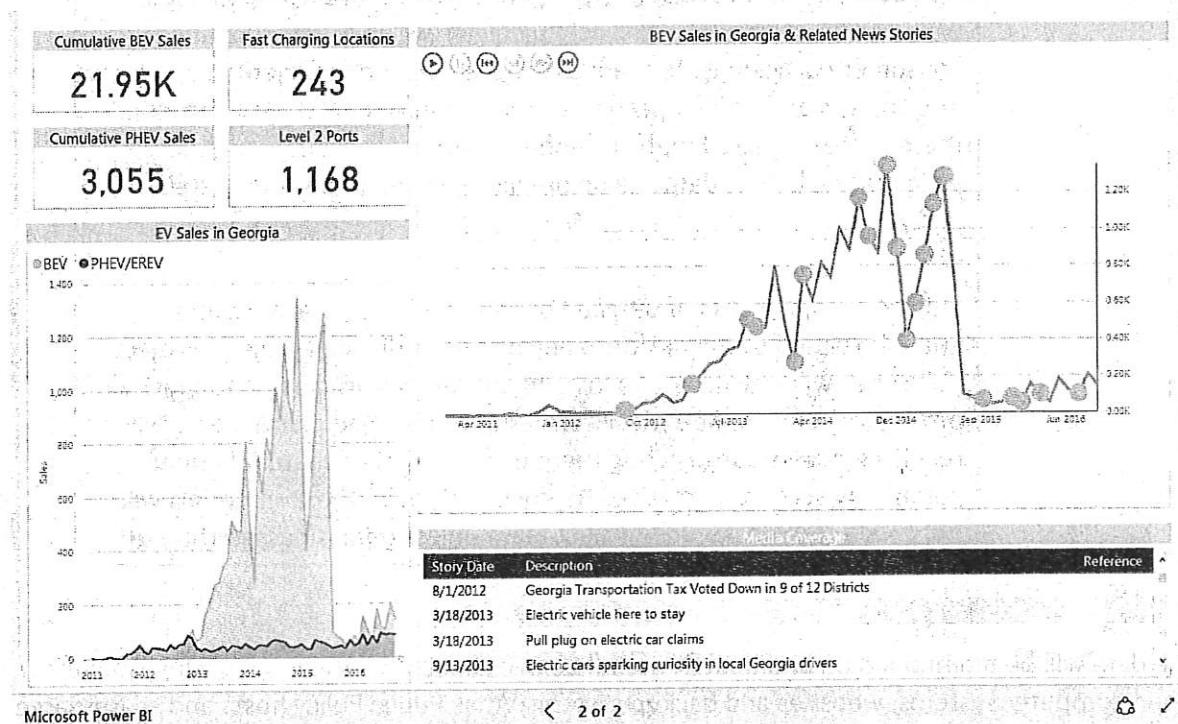
Data Category (see above)	Sharing and Dissemination Protocol
1	This category is transient information that is not sensitive to any of the parties in the project and will not be subject to special management protocols.
2	This category may consist of aggregated project-level company and trip-specific information. Project guidelines will instruct company and consumer participants to mark all proprietary and confidential information and project participants will receive guidelines instructing them to treat marked material under commonly accepted practices for such materials. This data will be openly available to any interested party.
3	This category consists of detailed or even raw data, statistics and analysis related to the performance of each individual project. Project guidelines will instruct company and consumer participants to mark all proprietary and confidential information and project participants will receive guidelines instructing them to treat marked material under commonly accepted practices for such materials. These materials will not be shared outside the project team unless data is passed through.

The data will be maintained on and data flows will be coordinated by the Principal Investigator cloud computer systems, websites and backup systems. Atlas Public Policy hosts and shares large datasets with our partners using Microsoft Power BI, a sophisticated cloud-based platform that allows users to easily and quickly create dashboards, reports, datasets, and visualizations. Data stored in the Power BI service is encrypted and can be made accessible only to users through a two-factor authentication process. In addition, the platform supports Role Level Security, meaning users who do not have sufficient credentials to access underlying data (which could be a query used in a dashboard, report, or other data artifact) will not see data for which the user does not have sufficient credentials.

Research has shown that multiple locally and geographically distributed copies of digital files are required to keep information safe. Accordingly, SDOT will ensure a master copy of each digital file (i.e., research data files, documentation, and other related files) in Atlas Public Policy's cloud-based Archival Storage, with backup copies stored with partner organizations at designated locations and synchronized with the master. A back up of raw and sensitive data will be stored in the University of Washington's Trusted Data Collaborative—built by Microsoft.

Category 2 and 3 data will be aggregated into informative data dashboards to quickly convey work progress and research validation. Atlas Public Policy will lead the development of dynamic, interactive dashboards for the project's online hub to share time series data that is geo-specific to allow stakeholders to better understand the pilot projects. These dashboards will be updated quarterly. The image below is an example of a data dashboard that could be used to communicate progress and results.

Data related to the project will be retained for a period of 5 years from the beginning of the project.



4. Protection

In general, the project team members will protect confidentiality, personal privacy, Personally Identifiable Information, and U.S. national, homeland, and economic security; recognize proprietary interests, business confidential information, and intellectual property rights; avoid significant negative impact on innovation, and U.S. competitiveness; and otherwise be consistent with all laws, and DOE regulations, orders, and policies.

5. Rationale

The proposed project team consists of national leaders in shared mobility, providing significant experience working with and managing data from shared mobility services. SDOT's project manager, Evan Corey, helped develop the National Association of City Transportation Officials' Data Sharing Standards for ridesourcing services and is cognizant of the sensitivity surrounding data sharing with shared mobility providers. This data management plan accommodates the

need for private neutral data hosting sites as well as trusted data collaboratives for more sensitive data that requires aggregation as determined by the shared mobility providers.

The intent of the data management plan is to validate research findings, while protecting propriety and other sensitive data. The data management plan also helps advance research in the shared mobility and transportation electrification field. The data management plan provides clarity in the type of data necessary to validate research objectives at the broader project and individual project levels. By identifying different types data and levels of data detail, this data management plan enables more precise analysis of the impact of the EERE funding. Analytical results will be transferrable to other cities, operating equipment manufacturers, and shared mobility service providers interested in expanding EVs and EV charging infrastructure, and gain a reasonable understanding of the potential return on investment from those investments.

As part of our work, the proposed project team will make data, analysis reports, and other major deliverables available on the City of Seattle's New Mobility program and Drive Clean Seattle program website, as well as all other project partner websites. Data snapshots and reporting will be made available on agency blog posts as well. Data sets will be made available through each city's respective open data portals.

Special Terms and Conditions

City of Seattle ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of Energy Efficiency and Renewable Energy ("EERE"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Statement of Project Objectives and Milestone Summary Table
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Data Management Plan

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- Research Terms & Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp> (if the Award is for research and the Award is to a university or non-profit).
- National Policy Assurances, to be incorporated as Award Terms in effect on date of award at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient's application/proposal as approved by EERE.
- Applicable program regulations at <http://www.eCFR.gov>

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.326 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

EERE will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. Substantial Involvement

EERE has substantial involvement in work performed under this Award. EERE does not limit its involvement to the administrative requirements of this Award. Instead, EERE has substantial

involvement in the direction and redirection of the technical aspects of the project as a whole. Substantial involvement includes the following:

1. EERE shares responsibility with the recipient for the management, control, direction, and performance of the Project.
2. EERE may intervene in the conduct or performance of work under this Award for programmatic reasons. Intervention includes the interruption or modification of the conduct or performance of project activities.
3. EERE may redirect or discontinue funding the Project based on the outcome of EERE's evaluation of the Project at that the Go/No Go decision point(s).
4. EERE participates in major project decision-making processes.

Term 7. Federal Involvement

A. Review Meetings

The Recipient, including but not limited to, the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with EERE. Review meetings enable EERE to assess the work performed under this Award and determine whether the Recipient has timely achieved the technical milestones and deliverables stated in Attachment 1 to this Award.

EERE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. EERE will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Award;
- The Recipient's actual expenditures compared to the approved budget in Attachment 3 to this Award; and
- Other subject matter specified by the DOE Technology Manager/Project Officer.

B. Project Meetings

The Recipient is required to notify EERE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by EERE, the Recipient is required to provide EERE with reasonable access

(by telephone, webinar, or otherwise) to the tests and project meetings. The Recipient is not expected to delay any work under this Award for the purpose of government insight.

C. Site Visits

EERE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Recipient must provide, and must require subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

D. Go/No Go Decisions

Attachment 1 to this Award establishes Go/No Go decision points. For each Go/No Go decision point, EERE must determine whether the Recipient has fully and satisfactorily completed the work described in Attachment 1 to this Award. As a result of a Go/No Go review, in its discretion, EERE may take one of the following actions:

- Authorize Federal funding for the next budget period for the Project;
- Recommend redirection of work under the Project;
- Place a hold on the Federal funding for the Project, pending further supporting data; or
- Discontinue providing Federal funding for the Project beyond the current budget period as the result of insufficient progress, change in strategic direction, or lack of available funding.

E. Technical Milestones and Deliverables

Attachment 1 to this Award establishes technical milestones and deliverables. If the Recipient fails to achieve two or more technical milestones and deliverables, EERE may renegotiate the Statement of Project Objectives and/or Milestone Summary Table in Attachment 1 to this Award. In the alternative, EERE may deem the Recipient's failure to achieve these technical milestones and deliverables to be material noncompliance with the terms and conditions of this Award and take action to suspend or terminate the Award.

F. EERE Access

The Recipient must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its Federal stewardship or substantial involvement.

Term 8. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, EERE has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Statement of Project Objectives (SOPO) approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below.

Condition(s):

The CX does not cover installation of charging stations and equipment on/near historic properties and resources. A subsequent determination must be made on these activities.

This authorization is specific to the project activities and locations as described in the SOPO approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved SOPO and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 9. Performance of Work in United States

A. Requirement

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

B. Failure to Comply

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share regardless if the work is performed by the Recipient, subrecipients, vendors or other project partners.

C. Waiver for Work Outside the U.S.

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the following information:

- The rationale for performing the work outside the U.S.;
- A description of the work proposed to be performed outside the U.S.;
- Proposed budget of work to be performed; and
- The countries in which the work is proposed to be performed.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request.

Term 10. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 11. Reporting Requirements

Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 12. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 13. Publications

EERE encourages the Recipient to publish or otherwise make publicly available the results of work performed under this Award. The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) under the Vehicles Technologies Office (VTO) Deployment Award Number DE-EE0008261."
- *Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Term 14. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 15. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 16. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 17. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 18. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as

described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 19. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 20. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 21. Record Retention

Consistent with 2 CFR 200.333 through 200.337, the Recipient is required to retain records relating to this Award.

Term 22. Audits

A. Government-Initiated Audits

The Recipient is required to provide any information, documents, site access, or other assistance requested by EERE, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference

with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient is required to comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term, and must be paid for by the Recipient. To minimize expense, the Recipient may have a compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.338, Remedies for Noncompliance.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Funding of Budget Periods

EERE has obligated funding as shown in Block 13 of the Assistance Agreement for completion of the Project. However, only the Federal share of costs associated with the current Period of Performance is available for work performed by the Recipient. The Federal share of costs is shown on Attachment 3. The current Period of Performance is shown in Block 7 of the Assistance Agreement.

The remainder of funding is contingent upon: (1) availability of Federal funds appropriated by Congress for the purpose of this program; (2) the availability of future-year budget authority; (3) Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Award; (4) Recipient's submittal of required reports; (5) Recipient's compliance with the terms and conditions of the Award; (6) EERE's Go/No-Go decision; (7) the Recipient's submission of a continuation application; and (8) written approval of the continuation application by the Contracting Officer.

In the event that the Recipient does not submit a continuation application for subsequent Budget Periods, or EERE disapproves a continuation application for subsequent Budget Periods, the maximum EERE liability to the Recipient is the funds that are available for the current approved Budget Period(s). In such event, EERE reserves the right to deobligate any remaining

Federal funds.

Term 25. Continuation Application and Funding

A. Continuation Application

A continuation application is a non-competitive application for an additional budget period within a previously approved project period. At least ninety days before the end of each budget period, the Recipient must submit to the DOE Technology Manager/Project Officer and the DOE Award Administrator its continuation application, which includes the following information:

- i. A report on the Recipient's progress towards meeting the objectives of the project, including any significant findings, conclusions, or developments, and an estimate of any unobligated balances remaining at the end of the budget period. If the remaining unobligated balance is estimated to exceed 20 percent of the funds available for the budget period, explain why the excess funds have not been obligated and how they will be used in the next budget period.
- ii. A detailed budget and supporting justification if there are changes to the negotiated budget, or a budget for the upcoming budget period was not approved at the time of award.
- iii. A description of any planned changes from the negotiated Statement of Project Objectives and/or Milestone Summary Table.

B. Continuation Funding

Continuation funding is contingent on (1) the availability of funds appropriated by Congress for the purpose of this program; (2) the availability of future-year budget authority; (3) Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Award; (4) Recipient's submittal of required reports; (5) Recipient's compliance with the terms and conditions of the Award; (6) EERE's Go/No-Go decision; (7) the Recipient's submission of a continuation application; and (8) written approval of the continuation application by the Contracting Officer.

C. EERE waives prior written approval requirements to carry forward unobligated balances to subsequent periods of performance.

Term 26. Cost Sharing

A. Cost Sharing Obligations

The Recipient must provide the "Cost Share" amount stated in Block 12 of the

Assistance Agreement to this Award. EERE and the Recipient's cost share for the total estimated project costs are listed below.

Table 1

Budget Period	EERE Cost Share \$ / %	Recipient Cost Share \$ / %	Total Estimated Project Costs
1	\$1,350,946 / 29.48%	\$3,231,207 / 70.52%	\$4,582,153
2	\$352,061 / 25.28%	\$1,040,539 / 74.72%	\$1,392,600
3	\$279,061 / 17.48%	\$1,317,562 / 82.52%	\$1,596,623
TOTAL	\$1,982,068 / 26.18%	\$5,589,308 / 73.82%	\$7,571,376

The Recipient must provide its required "Cost Share" amount as a percentage of the total project costs in each invoice period for the duration of the project period. Specifically, the cumulative cost share percentage provided to date on each invoice received must reflect, at a minimum, the cost sharing percentage specified in the Award.

B. Cost Share Obligation If Award Terminated or Discontinued

If the Award is terminated or is otherwise not funded to completion, the Recipient is not required to provide the entire "Cost Share" amount stated in Block 12 of the Assistance Agreement to this Award; however, the Recipient must provide its share (i.e., percentage as shown in Table 1 above) of the total project cost reimbursed as of the date of the termination or discontinuation.

C. Source of Cost Share

The Recipient may not use Federal funds to meet its cost sharing obligations, unless otherwise allowed by Federal law.

D. Inability to Comply with Cost Sharing Obligations

If the Recipient determines that it is unable to meet its cost sharing obligations, the Recipient must notify the DOE Award Administrator in writing immediately. The notification must include the following information: (1) whether the Recipient intends to continue or phase out the project, and (2) if the Recipient intends to continue the project, how the Recipient will pay (or secure replacement funding for) the Recipient's share of the total project cost.

If the Recipient fails to meet its cost sharing obligations, EERE may recover some or all of the financial assistance provided under this Award. The amount EERE would seek to recover under this Term would be predicated on EERE's analysis of the Recipient's compliance with their cost sharing obligation under the Award.

Term 27. Refund Obligation

The Recipient must refund any excess payments received from EERE, including any costs

determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to EERE the difference between (1) the total payments received from EERE, and (2) the Federal share of the costs incurred.

Term 28. Allowable Costs

EERE determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to EERE. Such records are subject to audit. Failure to provide EERE adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 29. Indirect Costs

The budget for this Award does not include indirect costs or fringe benefits. Therefore, the Recipient cannot: (1) charge indirect costs or fringe benefits to this Award; (2) request reimbursement for these expenses under this Award; or (3) allocate the indirect and fringe benefit costs from this project to any other Federally sponsored project. In addition, indirect costs or fringe benefits shall not be counted as cost share unless approved by the Contracting Officer. This restriction does not apply to subrecipients' indirect or fringe benefit costs. Recipient must ensure its subrecipient's indirect costs are appropriately managed, allowable and otherwise comply with the requirements of this Award and 2 CFR part 200 as amended by 2 CFR part 910.

Term 30. Use of Program Income - Addition

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 31. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement through the Department of Treasury's ASAP system.

B. Requesting Reimbursement

Requests for reimbursements must be made through the ASAP system.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from EERE.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund EERE any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

F. Supporting Documents for Agency Approval of Payments

DOE may require Agency pre-approval of payments. If the Agency approval requirement is in effect for the Recipient's Award, the ASAP system will indicate that Agency approval is required when the Recipient submits a request for payment.

The Recipient must notify the DOE Technical Project Officer and DOE Award Administrator identified on the Assistance Agreement that a payment request has been submitted.

The following items are required to be submitted to the EERE website
<https://www.eere-pmc.energy.gov/SubmitReports.aspx>:

- Summary cost data, for the billing period and cumulative, showing all categories listed in the SF-424a;
- SF-270; and
- *Applicable to for-profit recipients and subrecipients* UCC filing proof for all equipment acquired with project funds (i.e., Federal share or Recipient share) and equipment offered as cost share.

The DOE payment authorizing official may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed

necessary. Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the payment requests.

Term 32. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any budget change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. EERE may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories.

Subpart C. Miscellaneous Provisions

Term 33. Insolvency, Bankruptcy or Receivership

A. The Recipient shall immediately, but no later than five days, notify EERE of the occurrence of any of the following events: (1) the Recipient or the Recipient's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (2) the Recipient's consent to the institution of an involuntary case

under the Bankruptcy Act against the Recipient or the Recipient's parent; (3) the filing of any similar proceeding for or against the Recipient or the Recipient's parent, or the Recipient's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Recipient, under any other applicable state or Federal law; or (4) the Recipient's insolvency due to its inability to pay debts generally as they become due.

- B. Such notification shall be in writing and shall: (1) specifically set out the details of the occurrence of an event referenced in paragraph A; (2) provide the facts surrounding that event; and (3) provide the impact such event will have on the project being funded by this Award.
- C. Upon the occurrence of any of the four events described in paragraph A. of this term, EERE reserves the right to conduct a review of the Recipient's Award to determine the Recipient's compliance with the required elements of the Award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the EERE review determines that there are significant deficiencies or concerns with the Recipient's performance under the Award, EERE reserves the right to impose additional requirements, as needed, including (1) change of payment method; or (2) institute payment controls.
- D. Failure of the Recipient to comply with this term may be considered a material noncompliance of this Award by the Contracting Officer.

Term 34. Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards

- i. **Applicability.** Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph E. of this award term).
- ii. **Where and when to report.**
 - 1. The Recipient must report each obligating action described in paragraph A.i. of this award term to <https://www.fsrs.gov>.
 - 2. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example,

if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

iii. *What to report.* The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives

i. *Applicability and what to report.* The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if

1. The total Federal funding authorized to date under this Award is \$25,000 or more;
2. In the preceding fiscal year, the Recipient received:
 - a. 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

ii. *Where and when to report.* The Recipient must report executive total compensation described in paragraph B.i. of this award term:

1. As part of the Recipient's registration profile at <https://www.sam.gov>.
2. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives

- i. *Applicability and what to report.* Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
 1. In the subrecipient's preceding fiscal year, the subrecipient received:
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- ii. *Where and when to report.* The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:
 1. To the recipient.
 2. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

If, in the previous tax year, the Recipient had gross income, from all sources, under

\$300,000, it is exempt from the requirements to report:

- i. Subawards and;
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions

For purposes of this Award term:

- i. Entity means all of the following, as defined in 2 CFR Part 25:
 1. A Governmental organization, which is a State, local government, or Indian tribe;
 2. A foreign public entity;
 3. A domestic or foreign nonprofit organization;
 4. A domestic or foreign for-profit organization;
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Subaward:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.
- iv. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

1. Salary and bonus.
2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
5. Above-market earnings on deferred compensation which is not tax-qualified.
6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Term 35. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

If the Recipient had an active registration in the CCR, it has an active registration in SAM.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its DUNS number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its DUNS number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 1. A Governmental organization, which is a State, local government, or Indian Tribe;
 2. A foreign public entity;
 3. A domestic or foreign nonprofit organization;
 4. A domestic or foreign for-profit organization; and
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for

which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 36. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. *"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."*

- ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 37. Subrecipient and Vendor Approvals

A. *At Risk Notice.* The Recipient must obtain written approval by the Contracting Officer for the following contractual effort listed in paragraph B. below. The Recipient is restricted from expending project funds (i.e., Federal share and Recipient share) on the subrecipients' and/or vendors' identified in paragraph B. below unless and until the Contracting Officer provides written approval. DOE does not guarantee or assume any obligation to reimburse costs incurred by the Recipient or subrecipient's/subcontractor's for any effort, until approval is provided in writing by the Contracting Officer. At its discretion, EERE may not reimburse costs incurred prior to the date of any such written approval by the Contracting Officer.

The recipient shall submit requests for approval with sufficient supporting data to allow the Government to assess, as applicable, the quantitative and qualitative aspects of the proposed subrecipient's/subcontractor's statement of work, proposed cost estimates, proposed schedule, and appropriate NEPA documentation. If the subaward is under \$250,000, the Recipient must submit an itemization of the cost, rationale for the need, and basis of cost estimate. If the subaward is for \$250,000 or more, the Recipient must submit an EERE 335 Budget Justification. For vendor costs, the Recipient must submit quote and purpose/need. The Contracting Officer may require additional information concerning these tasks prior to providing written approval. Best efforts will be made to approve or comment on submitted documents within a reasonable amount of time and such approval will not be unreasonably withheld.

B. Contracting Officer approval as set out above is required for the following:

<u>Subrecipients /Vendor</u>	<u>Total Amount (\$)</u>
Subrecipient(s)	
• City and County of Denver, contractual effort with General Motors for subsidies/incentives.	\$60,000
• Forth, contractual effort with Portland General Electric for driver incentives	\$200,000
• City of New York, contractual effort with General Motors/Maven for driver incentives	\$60,000
• Any incentive effort, any entity	Cost unknown
Vendor(s)	
• City of New York contractual effort with EVgo for charger effort (TBD vendor)	\$200,000
• City and County of Denver, contractual effort with EVgo for charger effort (TBD vendor)	\$100,000
• Eluminocity, any subcontract in excess of \$100,000	\$600,000
• Forth, EV Ambassador Rewards	\$30,000
• Any incentive effort, any entity	Cost unknown

Reminder: All parties shall follow its policies and procedures when procuring any contractual effort indicated as "to be determined" under this award.

C. Upon written approval by the Contracting Officer, the Recipient may then receive payment for the tasks identified in paragraph B. above for allowable costs incurred, or EERE will recognize costs incurred toward cost share requirements, if any, in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement. In the event, costs are determined to be un-allocable and/or unallowable, the DOE and the Recipient agree the estimated cost of the project may be adjusted based on matters identified during negotiation of these costs through an amendment to the award.

Term 38. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the

Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased;
- Cost share commitment letter if the subrecipient is providing cost share to the Award;
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.329;
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed¹;
- A completed Environmental Questionnaire, if applicable;
- An assurance that the subrecipient is not a debarred or suspended entity; and
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 39. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to

¹ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 40. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about

the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 41. Foreign National Access Under DOE Order 142.3A, “Unclassified Foreign Visits and Assignments Program”

Pursuant to DOE Order 142.3A, the Recipient, including its subrecipients and subcontractors, may be required to provide information to the Department of Energy (DOE) in order to satisfy requirements for foreign nationals' access to DOE sites, information, technologies, equipment, programs, and personnel. A “foreign national” is any person who was born outside the jurisdiction of the United States, is a citizen of a foreign government, and has not been naturalized under U.S. law.

If the Recipient (including its subrecipients and subcontractors) anticipates involving foreign nationals in the performance of its award, the Recipient may be required to provide DOE with specific information about each foreign national to ensure compliance with the requirements of DOE Order 142.3A for access approval. Recipients that are institutions of higher education (and subrecipients and subcontractors that are institutions of higher education) are exempt from obtaining DOE approval for foreign nationals' access to DOE information provided that: (1) the foreign national is an employee, student, or other individual with a direct affiliation with the institution of higher education; (2) the institution of higher education is performing research under the award; (3) the award is sponsored by a DOE program office that reports to the Under Secretary for Science and Energy; and (4) the institution of higher education intends to publish the results of its research for access by the general public. However, this exemption does not apply to visits by any foreign nationals to DOE sites, or any access to DOE information, equipment or personnel that are not exempted in DOE Order 142.3A (e.g., to awards sponsored by DOE program offices that do not report to the Under Secretary for Science and Energy).

Access approval for foreign nationals from countries identified on the U.S. Department of State's list of State Sponsors of Terrorism and who are not employees, students, or other individuals with a direct affiliation with a recipient, subrecipient, or subcontractor that is an institution of higher education must be granted by the Secretary of Energy before they can commence any work under the award.

The Recipient must include this term in any subaward or subcontract associated with this award.