



Agenda Date: 2/27/19
Agenda Item: 8F

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 3rd Floor, Suite 314
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

CLEAN ENERGY

IN THE MATTER OF US DEPARTMENT OF ENERGY -) ORDER
THE STATE ENERGY PROGRAM COMPETITIVE)
AWARD FOR PROGRAM YEAR 2017 - NEW JERSEY)
UNDERSERVED COMMUNITIES ELECTRIC VEHICLE)
AFFORDABILITY PROGRAM) DOCKET NO. QO19010099

Party of Record:

Stephanie A. Brand, Esq., Director, New Jersey Division of Rate Counsel

BY THE BOARD:

The Board of Public Utilities ("Board" or "BPU") accepted a US Department of Energy ("DOE") State Energy Program ("SEP") 2017 Competitive Grant award in the amount of \$100,000. The award is accompanied by an in-kind cost match of \$20,000 to be allocated towards Board staff ("Staff") salaries.

The Board will use the award to implement the New Jersey Underserved Communities Electric Vehicle Affordability Program in accordance with the attached Statement of Project Objectives, which was part of BPU's grant application package.

By this Order, the Board directs Staff to issue a competitive solicitation for work by a State University to be performed in accordance with the DOE Cooperative Agreement; to execute an Agreement with a selected University; and to implement the program.

BACKGROUND AND PROCEDURAL HISTORY

On January 11, 2018, the Board applied for a DOE SEP competitive grant to implement an electric vehicle ("EV") transportation project for low and moderate income communities.

On September 21, 2018, the DOE notified the Board that its application was selected for award negotiations. On December 28, 2018 the Board received pre-award costs approval from the DOE. On February 1, 2019, the DOE awarded the grant to the Board to implement a feasibility study for the New Jersey Underserved Communities Electric Vehicle Affordability Program. On February 5, 2019, Staff attended a mandatory kickoff meeting with the DOE in Washington, D.C.

DISCUSSION AND FINDINGS

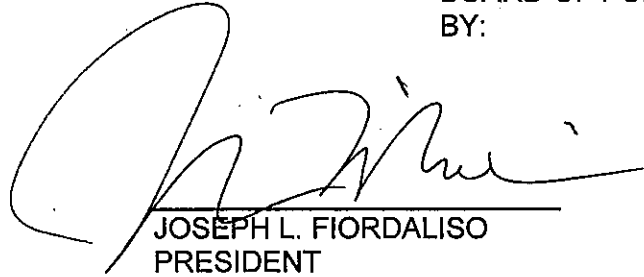
The Board **FINDS** that the Scope of Work detailed in the Statement of Project Objectives for the DOE SEP Competitive Award identifies the factors needed to successfully implement the New Jersey Underserved Communities Electric Vehicle Affordability Program. The Board further **FINDS** that implementation of the program will contribute to the State's Energy Master Plan goals through promotion of access to and use of plug-in electric vehicles in underserved communities. The Board **HEREBY ACCEPTS** the DOE SEP Competitive Award of \$100,000.00 and **APPROVES** an in-kind cost match of \$20,000.00 of Staff salaries.

The Board **HEREBY DIRECTS** Staff to take appropriate measures to implement the program subject to and consistent with DOE approval of the Scope of Work.

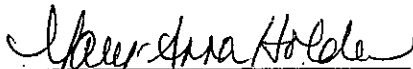
This Order is effective on March 9, 2019.

DATED: 2/27/19

BOARD OF PUBLIC UTILITIES
BY:



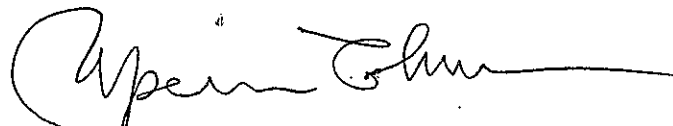
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DIANKE SOLOMON
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UPENDRA J. CHIVUKULA
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COMMISSIONER

ATTEST: 
AIDA CAMACHO-WELCH
SECRETARY

I HEREBY CERTIFY that the within
document is a true copy of the original
in the files of the Board of Public Utilities.

**IN THE MATTER OF US DEPARTMENT OF ENERGY - THE STATE ENERGY PROGRAM
COMPETITIVE AWARD FOR PROGRAM YEAR 2017 - NEW JERSEY UNDERSERVED
COMMUNITIES ELECTRIC VEHICLE AFFORDABILITY PROGRAM**

BPU DOCKET NO. QO19010099

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ASSISTANCE AGREEMENT

1. Award No. DE-EE0008622		2. Modification No.	3. Effective Date 02/01/2019	4. CFDA No. 81.119
5. Awarded To TREASURY, NEW JERSEY DEPARTMENT OF Attn: LANCE MILLER 44 S CLINTON AVE STE 701 TRENTON NJ 086091241		6. Sponsoring Office Energy Efficcy & Renewable Energy EE-1 U.S. Department of Energy 1000 Independence Avenue, S.W. Washington DC 20585		7. Period of Performance 02/01/2019 through 01/31/2021
8. Type of Agreement <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority 42 USC 6321 42 USC 7101		10. Purchase Request or Funding Document No. 19EE000470	
11. Remittance Address TREASURY, NEW JERSEY DEPARTMENT OF Attn: LESLIE A NOTOR 33 WEST STATE ST TRENTON NJ 086250459		12. Total Amount Govt. Share: \$100,000.00 Cost Share : \$0.00 Total : \$100,000.00		13. Funds Obligated This action: \$100,000.00 Total : \$100,000.00
14. Principal Investigator See Page 2 of Agreement		15. Program Manager Gordon L. Gore Phone: 720-356-1592		16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401
17. Submit Payment Requests To Payment - Direct Payment from U.S. Dept of Treasury		18. Paying Office Payment - Direct Payment from U.S. Dept of Treasury		19. Submit Reports To See Attachment 2
20. Accounting and Appropriation Data 2017 SEP Competitive				
21. Research Title and/or Description of Project FY 17 SEP COMP: NEW JERSEY UNDERSERVED COMMUNITIES ELECTRIC VEHICLE AFFORDABILITY PROGRAM				
For the Recipient		For the United States of America		
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer Signature on file File		
23. Name and Title	24. Date Signed	26. Name of Officer Kristin Laura Johnson		27. Date Signed 01/28/2019

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EE0008622

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NAME OF OFFEROR OR CONTRACTOR
TREASURY, NEW JERSEY DEPARTMENT OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 189737682</p> <p>In addition to this Assistance Agreement, this award consists of the items listed on the Cover Page of the Special Terms and Conditions.</p> <p>The Project Period for this award is 02/01/2019 through 01/31/21, consisting of a single Budget Period with the same dates.</p> <p>In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the Project Period through the end of the current Budget Period.</p> <p>Additional future DOE funding and additional budget periods are not contemplated under this award. Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.</p> <p>DOE Award Administrator: Misty Hitesman E-mail: misty.hitesman@ee.doe.gov Phone: 240-562-1385</p> <p>DOE Project Officer: Gordon Gore E-mail: gordon.gore@ee.doe.gov. Phone: 720-356-1592</p> <p>Recipient Business Officer: Mahogany Hall E-mail: mahogany.hall@bpu.nj.gov Phone: 609-292-0090</p> <p>Recipient Principal Investigator: Michael Hornsby E-mail: michael.hornsby@bpu.nj.gov Phone: 609-292-2412</p> <p>Electronic signature or signatures as used in this document means a method of signing an electronic message that-- (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents.</p> <p>Continued ...</p> <p>ASAP: YES Extent Competed: COMPETED Davis-Bacon</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EE0008622

PAGE OF
3 | 3

NAME OF OFFEROR OR CONTRACTOR
TREASURY, NEW JERSEY DEPARTMENT OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Act: NO Fund: 05450 Appr Year: 2017 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1004901 Project: 0000000 WFO: 0000000 Local Use: 0000000				

Applicant Name: New Jersey Department of Treasury

Award Number: DE-EE0008622/0000

Attachment 3

Budget Information - Non Construction Programs

OMB Approval No. 0348-0044

Section A - Budget Summary						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Budget Period 1	81.119			\$100,000	\$0	\$100,000
2.						
3.						
4.						
5. Totals				\$100,000	\$0	\$100,000
Section B - Budget Categories						
6. Object Class Categories	Grant Program, Function or Activity				Total (5)	
	Budget Period 1					
a. Personnel	\$0					\$0
b. Fringe Benefits	\$0					\$0
c. Travel	\$5,412					\$5,412
d. Equipment	\$0					\$0
e. Supplies	\$0					\$0
f. Contractual	\$94,588					\$94,588
g. Construction	\$0					\$0
h. Other	\$0					\$0
i. Total Direct Charges (sum of 6a-6h)	\$100,000					\$100,000
j. Indirect Charges	\$0					\$0
k. Totals (sum of 6i-6j)	\$100,000					\$100,000
7. Program Income	\$0					\$0

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SF-424A (Rev. 4-92)
Prescribed by OMB Circular A-102

**New Jersey Department of Treasury / New Jersey Board of Public Utilities
(NJBPU or BPU)**

New Jersey Underserved Communities Electric Vehicle Affordability Program

A. Project Objectives

The objective of this program is to develop a plan to provide underserved communities access to Plug-In Electric Vehicles (PEVs).

The goals of this program are:

- Programmatic
 - To create a clear path for underserved communities to access clean transportation in the form of PEVs
 - To create a feasibility study that will develop, screen and perform a detailed analysis of alternatives that achieve the objective
 - To evaluate both PEV ride hailing and ride sharing alternatives
 - To identify a stable source of funding that will allow the project to endure beyond the two year US Department of Energy (DOE) funding
 - To gain acceptance of the project recommendations by the underserved community, the host cities, the BPU itself, Electric Distribution Companies, (EDCs), and the Ratepayer Advocate.
- Social
 - To change the view about PEVs among underserved communities from awareness to consideration to preference
 - To capture lessons learned that can be reapplied by others within New Jersey (NJ) and nationally
 - To focus on multifamily housing, where access to PEV charging in New Jersey is essentially nonexistent
- Economic
 - To reduce transportation costs / increase affordability for underserved communities
 - To increase access to economic and employment opportunities for underserved communities
- Environmental
 - To improve air quality in underserved communities
 - To help meet New Jersey's Global Warming Response Act requirements

- Energy
 - To enhance energy security by using domestically produced electricity as a transportation fuel
 - To increase energy efficiency – a key advantage PEVs have over legacy vehicles

B. Technical Scope Summary

This New Jersey Underserved Communities Electric Vehicle Affordability Program intends to bring PEV transportation solutions to underserved communities. BPU's initial tasks will be to procure a consultant using grant funds and to engage underserved communities. Our approach to the project will be to perform a classical feasibility study: develop, screen and perform a detailed analysis of prospective alternatives. During the initial development and screening process, less feasible alternative will be screened out. A detailed evaluation will continue for the most feasible alternatives. Finally, a specific alternative(s) will be recommended for implementation. BPU hopes to create a clear path for underserved communities to access clean transportation in the form of PEVs. This path will be developed among the following alternatives:

- * PEV Vehicle Sharing: The Project Team will explore the feasibility of various existing/emerging PEV vehicle sharing models that presently exist.
- * PEV Ride Hailing / Transportation Network Company (TNC): The Project Team will explore the feasibility of a PEV-based ride hailing / TNC model in underserved communities.
- * PEV Charging at Multifamily Dwellings: The Project Team will explore the feasibility of PEV charging at multifamily dwellings.
- * Funding Alternatives: The Project Team will explore the feasibility of a range of prospective funding options that will extend beyond the two year life of the project, including, but not limited to:

- EDC investments in PEV infrastructure and charging equipment
 - Unique Electric Vehicle (EV) tariffs
 - Use of proceeds from the sale of emission allowances
 - Use of reduced cost PEV purchasing through EV Smart Fleets, which is an aggregate purchasing model for electric vehicles PEVs. Aggregated purchasing is when one central organization coordinates customers to maximize their collective buying power. The BPU catalyzed the State of New Jersey's participation in the program.
- As the project advances, these alternatives will be either further developed or screened out, based on Project Team analysis and stakeholder input.

C. Tasks to Be Performed

Task 1: Consultant Procurement (Months 1-3)

Task Summary: For this task, BPU will develop and issue a request for proposal (RFP), solicit proposals, select a consultant, and execute a contract with the consultant. Task deliverables will consist of an RFP, consultant proposals, consultant selection and an executed agreement with a consultant.

Task Details: Barriers and risks consist of:

- An extended procurement process that sometimes affects government procurement processes. BPU will overcome these risks by engaging procurement officials prior to the official project start.
- Limited qualified consultants. This project is exploring relatively new field of bringing PEV transportation alternatives to disadvantaged communities. As such, there may be few qualified consultants. BPU will overcome this by using our industry knowledge to identify a suitable pool of qualified consultants.
- Project scope and budget preordained. The Funding Opportunity Announcement (FOA) requires BPU to develop a defined scope of work (as detailed in this proposal) at a fixed budget of \$100,000. The consulting community may determine that they cannot perform all of the required services for \$100,000. BPU has endeavored to mitigate this risk by scoping the project to the \$100,000 threshold.

Milestone 1.1 Executed consultant agreement (Quarter 1)

Deliverable 1.1 Executed consultant agreement (Quarter 1)

Task 2: Outreach to the Underserved Community (Months 1-24)

Task Summary: The Project Team will conduct outreach to the Underserved Community to gain perspectives on: air quality, transportation challenges and PEV opportunities. Other organizations the Project team will conduct outreach to include: prospective participating cities, BPU's established PEV stakeholder group, and electric utilities. BPU will commence these tasks prior to securing the consultant. The Project Team will directly engage underserved community organizations and Secondary Partners on these issues.

Task Details: The Project Team will conduct a round of interviews with organizations described above to inform them about the project and gain initial feedback. The Project Team will develop various Concept Plans (described in Task 3), present the draft Concept Plans to these parties, and solicit additional feedback. Stakeholder feedback will be compiled into a Stakeholder Memorandum that will be used to inform the Task 5 Final Report. Tasks 3, 4 and 5 also detail that draft documents will be presented to stakeholders, feedback solicited, and final documents prepared. Barriers and risks consist of: 1) The potential inability to gain a consensus among project participants and 2) A lack of awareness about PEVs.

Milestone 2.1 Initiation of Stakeholder Outreach

Milestone 2.2 Stakeholder Concept Plan Feedback Memorandum

D 2.1: Stakeholder Concept Plan Feedback Memorandum

Task 3.0 Development and Screening of Alternatives (Months 1-12)

Task Summary: For this subtask, the consultant will: 1) develop prospective alternatives to bring PEV transportation to underserved communities, and 2) screen the alternatives based on effectiveness, implementability and underserved community affordability, and 3) produce subtask deliverables that will consist of several concept level alternatives that can be presented to the underserved community for input. (With community input, the concepts would be revised and subject to detailed analysis in subsequent tasks).

Task Details: Prospective barriers and risks are that there are not many established proven models to benchmark from. And the models that exist have not been in existence for very long. The team will address this challenge with a rigorous review of existing programs in other jurisdictions. The specific and detailed work efforts are described in the subtasks below. Each subtask in this feasibility study consists of a unique potential solution. As such, evaluation of these multiple pathways early in the program is designed for risk reduction. Only the most feasible alternative(s) will be carried forward. Less feasible alternatives will be screened out. BPU will commence these tasks prior to securing the consultant.

Subtask 3.1: PEV Sharing (Month 1-12)

Subtask Summary: This task will explore the feasibility of various existing/emerging PEV vehicle sharing models that presently exist. The Team will evaluate these programs based on factors such as effectiveness, implementability and underserved community affordability.

Subtask Details: The Team will review programs, including but not limited to the following:

- **Greenspot¹:** This car sharing program has recently been established in Jersey City, New Jersey, and is one of the only EV car-sharing programs in the United States. The program uses ZipCar PEVs and ChargePoint chargers. According to Greenspot, urban dwellers and millennials don't want to own a vehicle that sits idle for 95% of the time.
- **BlueIndy²** an Indianapolis – based car sharing program. The program uses 500 PEVs and 200 chargers. The BlueIndy service is a one-way car sharing model, so participants can return the PEV to any station. The geographic zone of the project extends ten miles outside the city limits in all directions. According to a media news report, principal customers are service workers, often being paid minimum wage.³

¹<http://joingreenspot.com/>

²<https://www.blue-indy.com/>

³https://www.greencarreports.com/news/1104668_blueindy-electric-car-sharing-after-9-months-hows-it-doing

- BlueLA⁴: The City of Los Angeles has started a new car share service for low-income residents in six neighborhoods in disadvantaged communities currently underserved by car sharing.
- Our Community CarShare Sacramento⁵: The Sacramento Metropolitan Air Quality Management District is developing a new car share service for low-income residents at three disadvantaged community multi-unit subsidized housing projects.
- California Energy Commission, which approved a program for Electric Vehicle Ride Sharing Options in Disadvantaged Communities⁶

The team will develop a concept level action plan that can be introduced to the underserved community, as further described in the Outreach to the Underserved Community Task.

Milestone 3.1: Conclusion of PEV Sharing Development and Screening

D3.1: PEV Sharing Concept Level Action Plan

Subtask 3.2 PEV Ride Hailing / Transportation Network Company (TNC) (Months 1-12)

Subtask Summary: This task will explore the feasibility of a PEV-based ride hailing / TNC model in underserved communities. (Examples of TNC companies are Uber and Lyft). The Team will evaluate the limited existing/emerging PEV TNC mobility-as-a-service models that presently exist. The Team will evaluate these programs based on factors such as effectiveness, implementability and underserved community affordability. Subtask Details: The Team will review programs, including but not limited to Uber's first U.S. Electric Vehicle Initiative,⁷ which is focused on expanding PEV access to historically underserved communities

The team will develop a concept level action plan that can be introduced to the underserved community, as further described in the Outreach to the Underserved Community Task.

Milestone 3.2: Conclusion of PEV TNC Development and Screening

D3.2: PEV TNC Model Concept Level Action Plan

Subtask 3.3 Multifamily Dwellings (Month 1-12)

Subtask Summary: Multifamily dwellings (privately - owned condominiums and leased or rented apartments) as a key underserved PEV market. The project team will identify barriers to

⁴ <https://www.bluela.com/about-bluela>

⁵ <http://ourcarshare.org/>

⁶ http://www.energy.ca.gov/releases/2017_releases/2017-12-13_cec_approves_EV_ridesharing_disadv_communities_nr.html

⁷ <https://www.uber.com/drive/portland/resources/electric/>

deploying PEVs at multifamily housing such as: parking access, electrical service access and adequacy, property bylaws and responsibility for installation and operating costs.

Subtask Details: The Project Team will engage multifamily stakeholders such as property managers, homeowner associations, prospective vehicle customers, charging station vendors and permitting officials. The Team will conduct a literature search and may conduct surveys. The team will assess various approaches to installing chargers, such as: individual residents use; reserved/unreserved parking; surface lots versus decks, etc. The Team will prepare a concept level Multifamily Dwelling Plan deliverable identifying challenges and solutions.

Milestone 3.3: Conclusion of PEV Multifamily Dwelling Development and Screening

D3.3: PEV Multifamily Dwelling Concept Level Action Plan

Task 4: Funding Alternatives

Task Summary: The Project Team will identify a range of prospective funding options that will extend beyond the two year life of the project, including, but not limited to: utility investments in PEV infrastructure and charging equipment, tariffs, and the use of proceeds from the sale of emission allowances

Task Details: Barriers and risks consist of identifying and maintaining a long term source of funding to maintain the project. BPU will address this challenge by identifying a number of prospective funding sources. The Project Team will conduct stakeholder outreach to solicit input on funding options, prepare and present a draft concept plan to stakeholder input. The plan will be further refined and integrated into the Task 5 Final report The deliverable for this task will be the identification of funding options for subsequent policymaking.

Milestone 4.1: Initial Outreach

Milestone 4.2: Presentation of Draft Funding Concepts Plan

D4.1: Draft Funding Concepts Plan

D4.2 Final Funding Concepts Report

Task 5: Final Report

Task Summary: A detailed analysis will compare the conceptual alternatives against themselves, so that the preferred alternative can be identified. Information gleaned during the Task 4 Funding Concepts will be incorporated.

Task Details: Barriers and risks consist of an inability to identify a long term funding source, or objections to utility involvement. The format of this study – a feasibility study explore multiple

options – was designed to ameliorate these risks. A draft report will be presented to stakeholders for comment, and a final report will be prepared.

Milestone 5.1: Presentation of Draft New Jersey Underserved Communities Electric Vehicle Affordability Program Report

Milestone 5.2: Presentation of Final New Jersey Underserved Communities Electric Vehicle Affordability Program

D5.1: Draft New Jersey Underserved Communities Electric Vehicle Affordability Program

D5.2 Final New Jersey Underserved Communities Electric Vehicle Affordability Program

D5.3 Executive Summary- Area of Interest 3

D. Project Management and Reporting

The Management Plan for the work effort will create a streamlined work flow with clear lines of responsibility and authority. This Management Plan encompasses the elements identified on pages 23 and 24 of the FOA, Items 3a through 3j.

Overall Approach to and Organization to Managing the Work

The NJBPU will have overall responsibility for managing the project and report to DOE.

Task 1 - Consultant Procurement – will be performed solely by the BPU. BPU will develop and issue an RFP, solicit proposals, select a consultant, and execute a contract with the consultant.

Task 2 - Outreach to the Underserved Community - will be initiated by the BPU, and supported by the consultant once they are engaged. The Project Team will engage with Secondary Partners, the underserved community, and other stakeholders.

Work Roles

The work to be accomplished is described in detail in the Work Breakdown Structure section of this proposal. The roles and the work to be performed by each Key Partner and other participants are shown in the table below.

Table 1. Work Roles

Task #	Task Name	Participant	Role
1.0	Consultant Procurement	NJBPU	Procure consultant
2.0	Outreach to the Underserved Community	NJBPU	Lead role
		Consultant	Support

Task #	Task Name	Participant	Role
		Secondary Partners	Provide critical commentary
		Underserved Community	Provide critical commentary
3.0	Development and Screening of Alternatives	NJBPU	Program Management. Establish goals and objectives
		Consultant	Expertise & document production
		Secondary Partners	Provide critical commentary
		Underserved Community	Provide critical commentary
4.0	Funding Alternatives	NJBPU	Program Management. Establish goals and objectives
		Consultant	Expertise & document production
		Secondary Partners	Provide critical commentary
		Underserved Community	Provide critical commentary
5.0	Final Report	NJBPU	Program Management. Establish goals and objectives
		Consultant	Expertise & document production
		Secondary Partners	Provide critical commentary
		Underserved Community	Provide critical commentary

E. MILESTONE SUMMARY TABLE

Milestones Summary Table						
Recipient Name: New Jersey Board of Public Utilities						
Project Title: New Jersey Underserved Communities Electric Vehicle Affordability Program						
Task Number	Task or Subtask Title	Milestone Number	Milestone Description	Deliverable(s)	Anticipated Date (month: from start of project)	Anticipated Quarter (quarter: from start of project)
1.0	Consultant Procurement					
		1.1	Execution of consultant agreement. Preceded by RFP, solicit proposals, select a consultant	1.1 Executed consultant agreement	1-3	1
2.0	Outreach to Underserved Community					
		2.1	Initiation of Stakeholder Outreach		1-12	4
		2.2	Completion of Stakeholder Concept Plan Feedback Memorandum	2.1 Stakeholder Concept Plan Feedback Memorandum	1-12	4
3.0	Development and Screening of Alternatives					
3.1	PEV Sharing	3.1	Conclusion of PEV Sharing Development and Screening	3.1: PEV Sharing Concept Level Action Plan	1-12	4
3.2	PEV Ride Hailing	3.2	Conclusion of PEV TNC /Ride Hailing Development and Screening	3.2 PEV TNC /Ride Hailing Model Concept Level Action Plan	1-12	4
3.3	PEV Charging at Multifamily Dwellings	3.3	Conclusion of PEV Charging at Multifamily Dwellings Development and Screening	3.3: PEV Multifamily Dwelling Concept Level Action Plan	1-12	4

F. H.

Milestones Summary Table

Recipient Name: New Jersey Board of Public Utilities
 Project Title: New Jersey Underserved Communities Electric Vehicle Affordability Program

Task Number	Task or Subtask Title	Milestone Number	Milestone Description	Deliverable(s)	Anticipated Date (months from start of project)	Anticipated Quarter (quarters from start of project)
4.0	Funding Alternatives					
		4.1	Initial Outreach	4.1: Draft Funding Concepts Plan	1-12	4
		4.2	Presentation of Draft Funding Concepts Plan	4.2 Final Funding Concepts Report	1-18	6
5.0	Final Report					
		5.1	Presentation of Draft New Jersey Electric Vehicle Environmental Justice Report	5.1 Draft New Jersey Electric Vehicle Environmental Justice Report	13-18	6
		5.2	Presentation of Final New Jersey Electric Vehicle Environmental Justice Report	5.2 Final New Jersey Electric Vehicle Environmental Justice Report	22-24	8
		5.3	Completion of Executive Summary	5.3 Executive Summary	24	8



Energy Efficiency & Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

1. Identification Number: DE-EE0008622/0000, Attachment 2	2. Program/Project Title: FY17 SEP Competitive AOI3: New Jersey Underserved Communities Electric Vehicle Affordability Program																																																				
3. Recipient: New Jersey Department of Treasury																																																					
4. Reporting Requirements (see attached "EERE Reporting Instructions"): I. PROJECT MANAGEMENT REPORTING <input type="checkbox"/> A. Research Performance Progress Report (RPPR) (RD&D Projects) <input checked="" type="checkbox"/> B. Progress Report (Non-RD&D Projects) <input checked="" type="checkbox"/> C. Financial Report (SF-425) <input checked="" type="checkbox"/> D. Special Status Report <input type="checkbox"/> E. Other (see Special Instructions) II. SCIENTIFIC / TECHNICAL REPORTING <input type="checkbox"/> A. Journal Article-Accepted Manuscript <input type="checkbox"/> B. Scientific Technical Conference Paper/Presentation/Proceeding <input type="checkbox"/> C. Scientific Technical Software & Manual <input type="checkbox"/> D. Scientific Technical Dataset <input type="checkbox"/> E. Other STI (Dissertation / Thesis, see Special Instructions) III. CLOSEOUT REPORTING <input type="checkbox"/> A. Final Scientific Technical Report <input type="checkbox"/> B. Invention Certification for Patent Certification (DOE F 2050.11) <input checked="" type="checkbox"/> C. Final Property Report (SF-428 & SF-428B) <input type="checkbox"/> D. Software Deliverable Submission <input type="checkbox"/> E. Other (see Special Instructions) IV. OTHER REPORTING <input type="checkbox"/> A. Intellectual Property Reporting <input type="checkbox"/> B. Invention Utilization Report (EERE 356) <input type="checkbox"/> C. U.S. Manufacturing Report (EERE 358) <input type="checkbox"/> D. Project Management Plan (PMP) <input type="checkbox"/> E. Annual Incurred Cost Proposal <input type="checkbox"/> F. Annual Audit of For-Profit Recipients <input type="checkbox"/> G. Annual Property Inventory (SF-428A) <input type="checkbox"/> H. Reporting Addendum (EERE 359) <input checked="" type="checkbox"/> I. Other (see instructions on pages 7) I1 Executive Summary	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Frequency</th> <th style="width: 85%;">Addressees*</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="text-align: center;">*See attached "EERE Reporting Instructions" for complete submission instructions</td> </tr> <tr> <td style="text-align: center;">Q</td> <td>A. https://www.eere-pmc.energy.gov/SubmitReports.aspx</td> </tr> <tr> <td style="text-align: center;">Q</td> <td>B. www.page.energy.gov</td> </tr> <tr> <td style="text-align: center;">QF</td> <td>C. www.page.energy.gov</td> </tr> <tr> <td style="text-align: center;">A</td> <td>D. 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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:

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.

I. PROJECT MANAGEMENT REPORTING

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

Submit to:	www.page.energy.gov
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:	www.page.energy.gov
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.whitehouse.gov/omb/grants/grants_forms.aspx.

D. Special Status Reports

Submit to:	DOE Project Officer
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.

II. SCIENTIFIC / TECHNICAL REPORTING

Section II. Not Applicable for FY16 SEP Competitive Projects.

III. CLOSEOUT REPORTING

C. Final Property Report SF-428 & 428B

Submit to:	DOE Project Officer
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 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 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 http://www.whitehouse.gov/omb/grants_forms, to DOE Project Officer.

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

IV. OTHER REPORTING

E. 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.

I. Other

I.1 Executive Summary (for Area of Interest 3 Projects)

Work under Area of Interest 3 awards will be managed in conjunction with SEP formula award work. The project deliverable will be an 'Executive Summary' detailing how the technical assistance provided either 1) increased the impact of existing SEP formula work or 2) contributed to the creation of an additional SEP formula activity.

The 'Executive Summary' shall be submitted via www.page.energy.gov prior to the end of competitive award's period of performance. It will be treated as an internal document unless DOE receives approval from the State to distribute or share with outside audiences.

APPENDIX A

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

I. CONFIDENTIAL INFORMATION AND 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

The Recipient must properly mark any documents containing Protected Data. "Protected Data" is defined as information and data produced under the award that, if developed at private expense, would qualify as trade secret, privileged, or confidential information or data. Protected Data is protected from public disclosure for five (5) years from the time it is first produced.

- The cover page must be marked with the following wording and identify the specific pages containing Protected Data:

PROTECTED RIGHTS NOTICE

Pages [] of this document contain protected data that was produced under Agreement No. _____ with the U.S. Department of Energy. This data may not be published, disseminated, or disclosed to others outside the Government until 5 years after development of information under this Agreement, unless express written authorization is obtained from the recipient. Upon expiration of the period of protection set forth in this Notice, the Government shall have unlimited rights in this data.

- The header and footer of each page containing protected information must be marked with the following wording: "May contain protected information that is privileged or confidential and exempt from public disclosure."
- Ensure that all e-mails containing protected information are categorized as "confidential." (Learn how to mark a message confidential in Outlook: <https://support.office.com/en-nz/article/Mark-an-email-message-as-important-private-or-sensitive-f480dcea-59a9-48da-b7ed-3b3e0ab27a62>).

B. Other Confidential Information and Data

The Recipient must properly mark any documents containing trade secrets or commercial/financial information that is privileged or confidential.

- The cover page must be marked with the following wording and identify the specific pages containing such information:

*NOTICE OF RESTRICTION ON DISCLOSURE AND USE OF DATA
Pages [] of this document may contain trade secrets or commercial or financial information that is privileged or confidential and exempt from public disclosure. Such information shall be used or disclosed only for evaluation purposes or in accordance with a financial assistance or loan agreement between the submitter and the Government. The Government may use or disclose any information that is not appropriately marked or otherwise restricted, regardless of source.*

- The header and footer of each page containing such information must be marked with the following wording: *“May contain trade secrets or commercial or financial information that is privileged or confidential and exempt from public disclosure.”*
- Each line and paragraph containing such information must be marked with double brackets or other clear identification, such as highlighting.
- Ensure that all e-mails containing protected information are categorized as “confidential.” (Learn how to mark a message confidential in Outlook: <https://support.office.com/en-nz/article/Mark-an-email-message-as-important-private-or-sensitive-f480dcea-59a9-48da-b7ed-3b3e0ab27a62>).

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).



RECIPIENT: State Energy Program

STATE: Mult

PROJECT TITLE : STATE ENERGY PROGRAM 2017 COMPETITIVE AWARDS

Funding Opportunity Announcement Number	Procurement Instrument Number	NEPA Control Number	CID Number
DE-FOA-0001644		GFO-FOA-0001644-001	

Based on my review of the information concerning the proposed action, as NEPA Compliance Officer (authorized under DOE Order 451.1A), I have made the following determination:

CX, EA, EIS APPENDIX AND NUMBER:

Description:

A9 Information gathering, analysis, and dissemination Information gathering (including, but not limited to, literature surveys, inventories, site visits, and audits), data analysis (including, but not limited to, computer modeling), document preparation (including, but not limited to, conceptual design, feasibility studies, and analytical energy supply and demand studies), and information dissemination (including, but not limited to, document publication and distribution, and classroom training and informational programs), but not including site characterization or environmental monitoring. (See also B3.1 of appendix B to this subpart.)

A11 Technical advice and assistance to organizations Technical advice and planning assistance to international, national, state, and local organizations.

Rationale for determination:

The U.S. Department of Energy (DOE) administers the State Energy Program (SEP) as authorized by Title III, Energy Policy and Conservation Act. DOE is proposing to make up to 21 competitively-selected awards under this announcement (States, Territories, and the District of Columbia (hereinafter "States"), with the total amount of DOE funding equaling up to \$5 million. States would be required to provide 20% cost match based on the award amount for Areas of Interest 1 and 2. There would be no cost match requirement for Area of Interest 3.

The Office of Energy Efficiency and Renewable Energy's (EERE's) State Energy Program would seek applications to advance policies, programs, and market strategies that accelerate job creation and reduce energy consumption while achieving energy and climate security for the nation. This competitive Funding Opportunity Announcement (FOA) would allow States (which includes the District of Columbia and five territories) to compete for funding designed to meet EERE's nationally focused initiatives for the fundamental and permanent transformation of clean energy markets across all sectors of the economy. Specifically, this FOA focuses on three Areas of Interest:

Area of Interest 1 - State Energy Planning

State energy plans help improve energy affordability by strategically planning for the future energy needs to be met in cost-effective ways. State plans also address energy infrastructure needs and ways to minimize burdens on the nation's energy infrastructure, thus increasing resilience. Under Area of Interest 1, DOE would seek to bolster State/regional energy planning by funding efforts to facilitate stakeholder and interagency discussions and related activities concerning (1) the future direction of the energy sector in the State/region, with emphasis on the electric power sector and natural gas supply and transport and (2) how EE/RE fit into an affordable and reliable energy vision for the future. These discussions will help States explore and enhance economic development and energy affordability opportunities associated with promoting EE/RE as options for consumers, identify measures for enhancing the resiliency and reliability of energy supplies and the electric grid (energy assurance-related activities), undertake relevant analytical efforts, and plan strategically for current and future environmental policies and other economic pressures that will have an impact on the energy sector, and conduct related activities.

Area of Interest 2 – Innovative Opportunities for Energy Efficiency and Renewable Energy Practices that Improve Energy Affordability, Reliability and Resiliency

Under Area of Interest 2, DOE would offer funding to States for the development of new, or the expansion of existing, programs or policies that advance the affordability and reliability of EE/RE within the following four Topics of

Emphasis:

1. Enabling Financing Mechanisms for Public or Private Sector Energy Investment. Under this topical area, applicants may submit proposals identifying strategies to develop or expand an energy-specific financial policy or initiative to incent public or private energy efficiency and renewable energy investment. More specifically, applicants may propose to address how the strategies improve energy reliability, affordability and/or resiliency.
2. Deploying Energy Performance Benchmarking and Disclosure. Under this topical area, applicants may submit proposals identifying strategies to develop or expand laws or regulations, executive orders, utility data collection processes or energy use data exchange mechanisms related to benchmarking and disclosure of energy use in public or private buildings. More specifically, applicants may propose to address how the strategies improve energy reliability, affordability and/or resiliency.
3. Standardizing Evaluation, Measurement & Verification (EM&V) Processes. Under this topical area, applicants may submit proposals identifying strategies to develop or expand process related to EM&V practices to determine energy and emissions reductions from ratepayer and/or non-ratepayer funded efficiency programs. More specifically, applicants may propose to address how the strategies will help validate improved energy reliability, affordability and/or resiliency.
4. Partnering with Local Governments. Under this topical area, applicants may submit proposals identifying strategies to develop or expand policies and programs to assist local governments to design and implement internal and/or public facing programs to make energy efficiency and renewable energy more affordable, reliable, and resilient. More specifically, applicants may propose strategies that lead to the development of services that address how the strategies improve energy reliability, affordability and/or resiliency.

DOE would be interested in proposals that promote strategies or policies that represent innovative and replicable models of action to tackle current barriers in the EE/RE marketplace. Of particular interest are proposals that address energy affordability, reliability, and resilience. For example, states may wish to work with electric utilities to create or expand programs that target low to moderate income customers in order to decrease the energy burden of these customers as an energy affordability strategy. Projects that make distributed generation more affordable could enable continuous operation of communities after extreme weather or other events that could or have already disrupted their power systems, thereby creating a more energy resilient community whenever such extreme weather events occur. States may wish to pursue projects with local governments that improve the energy efficiency and enhance both the energy affordability and reliability of schools, hospitals or other community infrastructure, as lowering energy demand reduces the need for higher cost peak electricity and reduces cost for all electricity consumers.

Of note, this year DOE has proposed to add a subfocus in Topic of Emphasis #4 (Partnering with Local Governments), under which states may submit proposals to partner with local governments to advance energy resilience. Per federal regulations, project funds (federal funds and matching funds) cannot be used to 1) implement specific project-level energy efficiency retrofits or upgrades or 2) be used to directly capitalize financing programs. However, project funds could be used to design and develop programs that could lead to the implementation of retrofits using non-award funds and/or could be used to develop the framework for financing programs.

Area of Interest 3 - Technical Assistance to Advance SEP Formula Grant EE/RE Activities

Under Area of Interest 3, DOE would offer funding to states for technical assistance activities that maximize the impact of their formula grant funded work related to EE/RE for purposes of enhancing energy affordability, reliability and resiliency. In order to better serve all states, Area of Interest 3 is open to only those states that have not been selected to receive a competitive award in the last four years (FY13-FY16). Eligible states include: AS, AZ, CA, DE, DC, GA, GU, IN, KS, LA, MP, NV, NJ, ND, OH, OK, PA, PR, SD, UT, VI, and WY.

Under Area of Interest 3, states may request technical assistance related to increasing the impact or expanding the scope of an existing area of their formula work, or they may request technical assistance to explore new areas for possible inclusion in future annual formula award applications. If tied to an existing area of formula work, states must show how the technical assistance will lead to greater impact of the project as conceived while providing assurance that current work will be able to continue as planned and is not dependent on the technical assistance. If the scope of work is expanded on existing formula projects, additional NEPA review may be required. The preferred technical assistance provider/s must be identified in the application and can include DOE-funded national laboratories.

Based on the review of the FOA, DOE has determined that activities anticipated to be selected under this FOA fit within the class of action(s) selected above. DOE has also determined that based on the types, scope, and scale of anticipated activities that could be selected under the FOA: (1) there would be no extraordinary circumstances (as defined by 10 CFR 1021.410(2)) that could affect the significance of the environmental effects of the activities; (2) the activities do not lead to segmentation to meet the definition of a categorical exclusion; and (3) the activities would

have independent utility and would not be connected to other actions with potentially significant impacts, related to other proposals with cumulatively significant actions, or an improper interim action. Anticipated activities are categorically excluded from further NEPA review.

NEPA PROVISION

DOE has made a final NEPA determination for this award

Insert the following language in the award:

If the Recipient intends to make changes to the scope or objective of this project, the Recipient is required to contact the Project Officer, identified in Block 15 of the Assistance Agreement before proceeding. The Recipient must receive notification of approval from the DOE Contracting Officer prior to commencing with work beyond that currently approved. If the Recipient moves forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of a final NEPA decision, the Recipient is doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

Insert the following language in the award:

You are required to:

Any work proposed to be conducted at a DOE laboratory may be subject to additional NEPA review by the cognizant DOE NEPA Compliance Officer for the specific DOE laboratory prior to initiating such work. Further, any work conducted at a DOE laboratory must meet the laboratory's health and safety requirements.

Prohibited actions include:

Construction; implementing or paying directly for energy efficient retrofits; implementing or paying for renewable energy projects; repair of buildings or structures; purchase of land, buildings or structures; purchase of equipment to conduct research, development or demonstration of energy efficiency or renewable energy techniques and technologies.

This restriction does not preclude you from: Information gathering, dissemination, analysis, technical advice and assistance.

Note to Specialist :

Weatherization & Intergovernmental Programs Office - SEP

This NEPA Determination applies to the issuance of the FOA as well as all awards selected under the FOA, provided the scope of the selected awards remains consistent with the intent of the FOA as currently described. If selected applicants propose to use project-funds for activities outside the scope of this NEPA Determination, additional NEPA review will be required.

Casey Strickland 10/12/17

SIGNATURE OF THIS MEMORANDUM CONSTITUTES A RECORD OF THIS DECISION.

NEPA Compliance Officer Signature:  Kristin Kerwin Date: 10/13/2017
NEPA Compliance Officer

FIELD OFFICE MANAGER DETERMINATION

Field Office Manager review required

NCO REQUESTS THE FIELD OFFICE MANAGER REVIEW FOR THE FOLLOWING REASON:

- Proposed action fits within a categorical exclusion but involves a high profile or controversial issue that warrants Field Office Manager's attention.
- Proposed action falls within an EA or EIS category and therefore requires Field Office Manager's review and determination.

BASED ON MY REVIEW I CONCUR WITH THE DETERMINATION OF THE NCO :

Field Office Manager's Signature: _____ Date: _____
Field Office Manager

SPECIAL TERMS AND CONDITIONS

The 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	NEPA Determination

The following are incorporated into this Award by reference:

- a) Applicable program regulations, including 10 CFR Part 420 –State Energy Program at <http://www.eCFR.gov>
- b) DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>
- c) National Policy Assurances to be Incorporated as Award Terms in effect on date of award at <http://www.nsf.gov/awards/managing/rtc.jsp>
- d) The Recipient’s application/proposal as approved by EERE.

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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, but is not limited to, the following:

- EERE shares responsibility with the Recipient for the management, control, direction, and performance of the Project.
- 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.
- EERE may provide technical assistance to help States and their partners achieve the goals of their project.
- EERE participates in major project decision-making processes.
- EERE may redirect or discontinue funding the Project based on the outcome of EERE's evaluation of the Project at the Go/No Go decision point, if included in this Award.
- EERE may also redirect or discontinue the Project as necessary in cases of material non-compliance with these terms and conditions of the Award.

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. 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.

e. 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**a. Authorization:**

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. EERE has determined that activities outlined in the FOA and defined in Attachment 5, "NEPA Determination" are categorically excluded and require no further NEPA review, absent extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with "integral elements" (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular project. The Recipient is thereby authorized to use Federal funds for project activities defined in Attachment 5, subject to the conditions listed in paragraph b. "Conditions".

Any work proposed to be conducted at a DOE laboratory may be subject to additional NEPA review by the cognizant DOE NEPA compliance Officer for the specific DOE laboratory prior to initiating such work. Further, any work conducted at a DOE laboratory must meet the laboratory's health and safety requirements.

b. Conditions:

(1) The Recipient must inform DOE of any extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the "integral elements" (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular project.

(2) As set forth in Term 52 "Historic Preservation", the Recipient must comply with Section 106 of the National Historic Preservation Act (NHPA). If applicable, the State shall contact the State Historic Preservation Officer (SHPO) and/or the Tribal Historic Preservation Officer (THPO).

(3) This authorization does not include the following activities: Construction; implementing or paying directly for energy efficient retrofits; implementing or paying for renewable energy projects; repair of buildings or structures; purchase of land, buildings or structures; purchase equipment to conduct research, development or demonstration of energy efficiency or renewable energy techniques and technologies.

(4) This authorization does not include activities where the following elements exist: extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency

with the "integral elements" (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular project.

These restrictions do not preclude you from: information gathering, dissemination, analysis, technical advice and assistance.

c. Future Modifications:

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 match.

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 match 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

a. 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.

b. Dissemination of scientific/technical reports.

Scientific/technical reports submitted under this Award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data or SBIR/STTR data. Citations for journal articles produced under the Award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).

c. Restrictions.

Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

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 Weatherization and Intergovernmental Programs Office Award Number DE-_____."
- *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: (a) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (b) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (c) 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. RESERVED

Term 19. 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: (a) 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; (b) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (c) 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 20. 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 21. 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 22. RECORD RETENTION

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

Term 23. 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 paragraph (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.

Term 24. RESERVED**Term 25. RESERVED**

SUBPART B. FINANCIAL PROVISIONS**Term 26. 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 27. 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 28. RESERVED

Term 29. RESERVED

Term 30. RESERVED

Term 31. RESERVED

Term 32. 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 (i) the total payments received from EERE, and (ii) the Federal share of the costs incurred.

Term 33. 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 matching, 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.

Term 34. INDIRECT COSTS

The budget for this Award does not include indirect costs or fringe benefits. Therefore, the Recipient cannot: (a) charge indirect costs or fringe benefits to this Award; (b) request reimbursement for these expenses under this Award; or (c) 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 match 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 35. PRE-AWARD COSTS

As stated in the Contracting Officer's Pre-Award Costs Letter dated December 28, 2018, the Recipient is authorized to request reimbursement for costs incurred on or after January 1, 2019, if: (1) such costs are allowable in accordance with 2 CFR part 200 as amended by 2 CFR part 910, (2) such costs are not otherwise restricted by Term titled "National Environmental Policy Act (NEPA) Requirements," and (3) such costs are not otherwise restricted by any other Term. If the Recipient elects to undertake activities that are not authorized for Federal funding by the Contracting Officer in advance of DOE completing the NEPA review, the Recipient is doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost match. Nothing contained in the pre-award cost reimbursement regulations or any pre-award costs approval letter from the Contracting Officer override these NEPA requirements to obtain the written authorization from the Contracting Officer prior to taking any action that may have an adverse effect on the environment or limit the choice of reasonable

alternatives.

Term 36. USE OF PROGRAM INCOME

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

Term 37. PAYMENT PROCEDURES

a. Method of Payment.

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

b. Requesting Advances.

Requests for advances must be made through the ASAP system. The Recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the Recipient should time each request so that the Recipient receives payment on the same day that the Recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

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 38. 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 Match, 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.

Term 39. RESERVED

SUBPART C. MISCELLANEOUS PROVISIONS

Term 40. RESERVED

Term 41. RESERVED

Term 42. RESERVED

Term 43. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

a. Reporting of first-tier subawards.

1. 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).

2. Where and when to report.

i. The Recipient must report each obligating action described in paragraph a.1. of this award term to <https://www.fsr.gov>.

ii. 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.)

3. 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.

1. 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

i. The total Federal funding authorized to date under this Award is \$25,000 or more;

ii. 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

iii. 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>).

2. Where and when to report. The Recipient must report executive total compensation described in paragraph b.1. of this award term:

i. As part of the Recipient's registration profile at <https://www.sam.gov>.

ii. 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.

1. 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;

i. 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

ii. 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>).

2. Where and when to report. The Recipient must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. 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:

1. Entity means all of the following, as defined in 2 CFR Part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

- i. 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.
- ii. 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*).
- iii. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from the Recipient under this award; and

ii. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

5. 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)):

i. Salary and bonus.

ii. 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.

iii. 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.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. 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 44. 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:

1. 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.

2. 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:

1. 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>).

2. 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>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

i. A Governmental organization, which is a State, local government, or Indian Tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization; and

v. A Federal agency, but only as a subrecipient under an award or subaward to

a non-Federal entity.

4. Subaward:

- i. 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.
- ii. 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*).
- iii. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

5. Subrecipient means an entity that:

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

Term 45. NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES

1. 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.
2. 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:
 - a. *“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.”

- b. 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.
- c. 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 46. RESERVED

Term 47. RESERVED

Term 48. SUBAWARD/SUBCONTRACT 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, at a minimum, include the following:

1. A description of the research to be performed, the service to be provided, or the equipment to be purchased;

2. Cost match commitment letter if the subrecipient is providing cost match to the Award;
3. 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.
4. 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;
5. A completed Environmental Questionnaire, if applicable;
6. An assurance that the subrecipient is not a debarred or suspended entity; and
7. 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 49. 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 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.

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 subawardee's/subcontractor'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.

Term 50. RESERVED

Term 51. RESERVED

Term 52. HISTORIC PRESERVATION

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider the recipient in compliance with Section 106 of the NHPA only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.

Term 53. RESERVED

Term 55. 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 part B 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.

**Intellectual Property Provisions (NRD-115)
Nonresearch and Development**

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