CITY COUNCIL
ATLANTA, GEORGIA

13-O-1181

AN ORDINANCE BY FINANCE/EXECUTIVE COMMITTEE TO AMEND THE FY 2014 (INTERGOVERNMENTAL GRANT FUND) BUDGET, DEPARTMENT OF EXECUTIVE OFFICES, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS GRANT FUNDS IN THE TOTAL AMOUNT OF TWELVE THOUSAND DOLLARS ($12,000.00) FROM THE UNITED STATES DEPARTMENT OF ENERGY'S SOUTHEAST REGIONAL ALTERNATIVE FUEL MARKETS INITIATIVES PROGRAM; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN AGREEMENT WITH THE CENTER FOR TRANSPORTATION AND THE ENVIRONMENT WITH AN EFFECTIVE DATE OF MARCH 15, 2013, FOR THE PURPOSE OF DEFINING THE CITY OF ATLANTA'S SCOPE OF SERVICES CONCERNING THE SOUTHEAST REGIONAL ALTERNATIVE FUEL MARKETS INITIATIVES PROGRAM SPONSORED BY THE UNITED STATES DEPARTMENT OF ENERGY; AND FOR OTHER PURPOSES.

LEGISLATION HISTORY – BLUE BACK

Review List:

Cynthia Sellers	Completed	06/28/2013 2:27 PM
Mariangela Corales	Completed	06/28/2013 3:30 PM
Denise Quarles	Completed	06/28/2013 3:31 PM
Mayor's Office	Completed	06/28/2013 4:02 PM
Office of Research and Policy Analysis	Completed	07/01/2013 12:33 PM
Finance/Executive Committee	Completed	07/11/2013 11:42 AM
Atlanta City Council	Completed	07/17/2013 7:38 PM
Finance/Executive Committee	Pending	

HISTORY:

07/10/13	Finance/Executive Committee	
07/15/13	Atlanta City Council	REFERRED WITHOUT OBJECTION

RESULT:	**REFERRED WITHOUT OBJECTION BY CONSENT VOTE [10 TO 0]**
AYES:	Watson, Wan, Martin, Winslow, Moore, Young Jr., Bottoms, Bond, Archibong, Adrean
ABSENT:	Howard Shook, Joyce Sheperd
AWAY:	Carla Smith, H. Lamar Willis, Kwanza Hall

RESULT:	**REFERRED WITHOUT OBJECTION BY CONSENT VOTE [10 TO 0]**
AYES:	Watson, Wan, Martin, Winslow, Moore, Young Jr., Bottoms, Bond, Archibong, Adrean
ABSENT:	Howard Shook, Joyce Sheperd
AWAY:	Carla Smith, H. Lamar Willis, Kwanza Hall

Certified by Presiding Officer	Certified by Clerk
Mayor's Action *See Authentication Page Attachment*	

AN ORDINANCE
BY

AN ORDINANCE BY FINANCE/EXECUTIVE COMMITTEE TO AMEND THE FY 2014 (INTERGOVERNMENTAL GRANT FUND) BUDGET, DEPARTMENT OF EXECUTIVE OFFICES, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS GRANT FUNDS IN THE TOTAL AMOUNT OF TWELVE THOUSAND DOLLARS ($12,000.00) FROM THE UNITED STATES DEPARTMENT OF ENERGY'S SOUTHEAST REGIONAL ALTERNATIVE FUEL MARKETS INITIATIVES PROGRAM; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN AGREEMENT WITH THE CENTER FOR TRANSPORTATION AND THE ENVIRONMENT WITH AN EFFECTIVE DATE OF MARCH 15, 2013, FOR THE PURPOSE OF DEFINING THE CITY OF ATLANTA'S SCOPE OF SERVICES CONCERNING THE SOUTHEAST REGIONAL ALTERNATIVE FUEL MARKETS INITIATIVES PROGRAM SPONSORED BY THE UNITED STATES DEPARTMENT OF ENERGY; AND FOR OTHER PURPOSES.

WHEREAS, the United States Department of Energy's ("DOE") Southeast Regional Alternative Fuel Markets Initiatives Program (the "Program") provides funding to help facilitate the deployment of alternative transportation fuels and advance technology vehicles throughout Alabama, Georgia, South Carolina, and Tennessee; and

WHEREAS, the Center for Transportation and the Environment ("CTE") applied for and was awarded by the DOE a grant for the Program; and

WHEREAS, the City of Atlanta ("City") has been selected as a sub-recipient of the DOE grant to CTE in the amount of Twelve Thousand Dollars ($12,000.00)(the "Grant Funds"); and

WHEREAS, the Grant Funds will be used to support the Mayor's Office of Sustainability in its participation efforts to facilitate the deployment of alternative transportation fuels and advanced technology vehicles in Atlanta; and

WHEREAS, the Program builds upon the City's Clean Cities Advanced Vehicle Deployment Program, a joint project with CTE, authorized pursuant to Ordinance 12-O-0571; and

WHEREAS, the Program requires a minimum match of Nine Thousand Six Hundred Dollars ($9,600.00) from the City, which will be supplied by volunteer hours in compliance with applicable Federal Regulations under 10 CFR § 600.224; and

WHEREAS, the Program requires the City enter into an agreement with CTE related to the Grant Funds; and

WHEREAS, the City desires to anticipate and appropriate the Grant Funds and enter into and execute the Program-required agreement described above.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That the Mayor, or his designee, is authorized to enter into and execute the agreement with the Center for Transportation and the Environment required under the grant agreement between the Center for Transportation and the Environment and the United States Department of Energy concerning the Southeast Regional Alternative Fuels Markets Initiatives Program.

SECTION 2: That the agreement between the City and CTE is hereby ratified and made effective as of March 15, 2013.

SECTION 3: That the FY 2014 (Intergovernmental Grant Fund) Budget, Department of Executive Offices, is hereby amended as follows:

ADD TO ANTICIPATIONS

	EXE COO	
Fund	2501	Intergovernmental Fund
Dept	040301	EXE COO
Account	3311101	Fed-Direct-(OC) Received Directly from Fed-Grants
FuncAct	1320000	CHIEF EXECUTIVE
Project	211616	CTE Alt Fuel Markets
Award	32135	SE Reg Alternative Fuel Prog
Allocated	**$12,000.0**	
Amount	**0**	

ADD TO APPROPRIATIONS

	EXE COO	
Fund	2501	Intergovernmental Fund
Dept	040301	EXE COO
Account	5999999	Projects & Grants Budget Summary
FuncAct	1320000	CHIEF EXECUTIVE
Project	211616	CTE Alt Fuel Markets

Award	32135	SE Reg Alternative Fuel Prog
Allocated	**$12,000.0**	
Amount	**0**	

SECTION 4: That all ordinances or parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE **ATTN: CANDACE L. BYRD**

Dept.'s Legislative Liaison: Denise Quarles

Contact Number: 404-865-8717

Originating Department: Mayor's Office of Sustainability

Committee(s) of Purview: Finance/Executive

Chief of Staff Deadline: 06/21/13

Anticipated Committee Meeting Date(s): 07/09/13

Anticipated Full Council Date: 07/15/13

Legislative Counsel's Signature:

Commissioner's Signature:

Chief Information Officer Signature (*for IT Procurements*)

Chief Procurement Officer Signature:

CAPTION

AN ORDINANCE TO AMEND THE FY 2014 (INTERGOVERNMENTAL GRANT FUND) BUDGET, DEPARTMENT OF EXECUTIVE OFFICES, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS GRANT FUNDS IN THE TOTAL AMOUNT OF TWELVE THOUSAND DOLLARS ($12,000.00) FROM THE UNITED STATES DEPARTMENT OF ENERGY'S SOUTHEAST REGIONAL ALTERNATIVE FUEL MARKETS INITIATIVES PROGRAM; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN AGREEMENT WITH THE CENTER FOR TRANSPORTATION AND THE ENVIRONMENT WITH AN EFFECTIVE DATE OF MARCH 15, 2013, FOR THE PURPOSE OF DEFINING THE CITY OF ATLANTA'S SCOPE OF SERVICES CONCERNING THE SOUTHEAST REGIONAL ALTERNATIVE FUEL MARKETS INITIATIVES PROGRAM SPONSORED BY THE UNITED STATES DEPARTMENT OF ENERGY; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any) $9,600 match (staff-hours)

Mayor's Staff Only

Received by CPO: _____ (date) **Received by LC from CPO:** _____ (date)

Received by Mayor's Office: VJ. 6/21/13 (date) **Reviewed by:** _____ (date)

Submitted to Council: _____ (date)

Attachment: 1AR-BC320_20130627_125317.pdf - Adobe Acrobat Professional (13-O-1181 : Center for Transportation and the Environment

CENTER FOR TRANSPORTATION AND THE ENVIRONMENT

March 15, 2013

The Honorable Kasim Reed
Mayor of Atlanta
City Hall – Suite 2100
55 Trinity Avenue, SW
Atlanta, Georgia 30303

Re: Letter Agreement for Scope of Work related to the Southeast Regional Alternative Fuel Markets Initiatives Program (Identification Number: DE-EE0006077)

Dear Mayor Reed,

This Letter Agreement between the City of Atlanta, DUNS Number 0653725000000 ("SUBRECIPIENT") and the Center for Transportation and the Environment ("CTE") serves as the contract for the scope of work that SUBRECIPIENT agrees to provide under the Grant Agreement between CTE and the U.S. Department of Energy ("DOE") concerning the Southeast Regional Alternative Fuel Markets Initiatives Program under identification number: DE-EE0006077 ("Project"). In consideration of the mutual covenants contained herein, the parties agree as follows:

The following attachments are incorporated by reference and made part of this Letter Agreement herein:

Attachment I: SUBRECIPIENT Statement of Work and Budget
Attachment II: U.S. Department of Energy Grant Terms and Conditions (DE-EE0006077) and all related attachments, collectively referred to as the "DOE Agreement"
Attachment III: Certification of SUBRECIPIENT

1) **STATEMENT OF SERVICES TO BE PERFORMED**
By executing this Letter Agreement, SUBRECIPIENT agrees to perform and comply with the scope of work set forth in the SUBRECIPIENT Statement of Work and Budget, attached and fully incorporated herein as *Attachment I*. SUBRECIPIENT shall perform the scope of work specified in the time and manner described. SUBRECIPIENT agrees to perform the scope of work with that standard of professional care, skill, and diligence normally provided in the performance of similar services.
By executing this Letter Agreement, SUBRECIPIENT agrees to comply with all of the terms and provisions set forth in the DOE Agreement that governs CTE's performance, and the performance of all tiers of SUBRECIPIENTs, in service of DOE, except that SUBRECIPIENT's Scope of Work and Budget is limited to those services, purchases, and costs set forth in *Attachment I*. In accordance with applicable provisions in the DOE Agreement, SUBRECIPIENT shall certify adherence to federal lobbying prohibitions required by 31 U.S.C. §1352 included herein, as Attachment III.

Attachment: CTE Letter Agreement (13-O-1181 : Center for Transportation and the Environment Grant - Sustainability Office $12,000)

CENTER FOR TRANSPORTATION AND THE ENVIRONMENT

SUBRECIPIENT shall observe and abide by all Federal laws, regulations, and directives, including, but not limited to, those set forth in the DOE Agreement applicable to the Recipient as well as to SUBRECIPIENTS and Third Party Contractors for the Project. Note that Federal laws, regulations, and directives may change and that the changed requirements will apply to the work accomplished under this Letter Agreement.

This Letter Agreement, the DOE Agreement, the SUBRECIPIENT Statement of Work and Budget, and all attachments or appendices to those documents, constitute the entire Agreement between SUBRECIPIENT and CTE.

2) **REPORTING**

SUBRECIPIENT shall provide quarterly status reports to CTE by the 10th business day following each quarter summarizing the work completed during the previous quarter, achievements made toward project goals or milestones, any variations, risks or obstacles to completing the project objectives that were identified during the quarter, planned work during next quarter, and any other information required to support CTE's reporting requirement to DOE.

A final technical report will be submitted by SUBRECIPIENT to CTE no later than 15 days following the end date of the project.

3) **TERM OF AGREEMENT**

The period of performance for this Agreement shall commence March 15, 2013. Services, work products and/or deliverables defined in SUBRECIPIENTS's Statement of Work shall be completed within the award project period as defined within the DOE Agreement. The project period for this award is February 1, 2013 – January 31, 2015 consisting of the following Budget Periods; Budget Period 1 is February 1, 2013 – January 31, 2014 and Budget Period 2 is February 1, 2014 – January 31, 2015. Budget Period 2 is contingent upon DOE acceptance of the Continuation Application and Funding as defined in Section 17 of the DOE Agreement.

4) **AGREEMENT AMOUNT**

The total Agreement Amount consists of a Federal Share and a SUBRECIPIENT Share. The Federal Share is the amount of reimbursement to be paid to SUBRECIPIENT to complete the scope of work defined under this Agreement and shall not exceed **$12,000**. SUBRECIPIENT shall be reimbursed for services provided, and/or expenses incurred, based on actual and allowable costs.

The SUBRECIPIENT Share is the amount SUBRECIPIENT has committed as cost share in support of their scope of work under this Agreement. By accepting Federal funds, SUBRECIPIENT agrees that they will contribute a minimum of **$9,600** in cost share based on their good faith estimate and DOE cost share requirements as presented. SUBRECIPIENT shall provide documentation supporting their cost share expenditures, based on actual and allowable costs and in-kind contributions.

5) **INVOICES**

SUBRECIPIENT shall submit invoices or reimbursement requests to CTE on a timely basis, with the

Attachment: CTE Letter Agreement (13-O-1181 : Center for Transportation and the Environment Grant - Sustainability Office $12,000)

CENTER FOR TRANSPORTATION AND THE ENVIRONMENT

appropriate supporting documentation providing evidence of actual costs incurred and paid by SUBRECIPIENT in performing their scope of work under this agreement. SUBRECIPIENT shall provide quarterly accounting reports with supporting documentation identifying any expenditure on approved and allowable cost share, as well as a record of labor hours used as cost share. CTE shall submit request for reimbursement to DOE quarterly, unless SUBRECIPIENT requests, and CTE grants, an off-cycle or advance payment, subject to limitations set forth by DOE. A final invoice will be submitted by SUBRECIPIENT within 30 days of the end date of the project. Failure to submit the final invoice within 30 days of the project end date may result in its nonpayment by CTE. Invoices shall be submitted to Center for Transportation and the Environment, 730 Peachtree St., Suite 330, Atlanta, GA 30308, by mail, courier, or e-mail to wendy@cte.tv or designated e-mail address.

6) **REIMBURSEMENT**

This is a cost reimbursable agreement and CTE shall reimburse SUBRECIPIENT based on invoices or reimbursement requests submitted to CTE by SUBRECIPIENT for services provided and/or services or equipment purchased based on actual and allowable costs (as set forth in Attachment II) reasonably incurred. CTE shall reimburse SUBRECIPIENT within 10 days of CTE's receipt of associated funds reimbursed by DOE.

The SUBRECIPIENT understands and agrees that payment to the SUBRECIPIENT for any Project cost does not constitute the Federal Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the SUBRECIPIENT of the terms of the DOE Agreement for the Project or this Letter Agreement. The SUBRECIPIENT acknowledges that the Federal Government will not make a final determination about the allowance and eligibility of any cost until an audit of the Project has been completed. The Recipient agrees that Project closeout will not alter the SUBRECIPIENT's responsibility to return any funds due the Federal Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal law or regulation, the Federal Government may recover any Federal assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal Government may have against the Recipient.

7) **TERMINATION**

This agreement may be terminated in whole or in part as follows:

A. By CTE, if SUBRECIPIENT materially fails to comply with the terms and conditions of this award.

B. By CTE, with the consent of SUBRECIPIENT, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

C. By SUBRECIPIENT upon sending to CTE written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, CTE determines that the reduced

Attachment: CTE Letter Agreement (13-O-1181 : Center for Transportation and the Environment Grant - Sustainability Office $12,000)

CENTER FOR TRANSPORTATION AND THE ENVIRONMENT

or modified portion of the grant will not accomplish the purposes for which the grant was established, CTE may terminate the grant in its entirety under either paragraph A or B.

D. By CTE, if CTE's prime award supporting this Letter Agreement is terminated by DOE.

8) INDEMNIFICATION

A. Each Party (the "Indemnifying Party") agrees to, and will, indemnify, defend, and hold the other Party and its Board Members, officers, agents, employees, and representatives harmless from any liability, loss or damage they may suffer as a result of claims, demands, actions, costs or judgments resulting or alleged to have resulted from the Indemnifying Party's negligence or willful misconduct related to performance under this contract.

B. Each Party shall further assume all liability for loss by reason of that Party's neglect or violations of Federal, State or Local laws, ordinances or regulations, and shall do and perform all work necessary to conform to such laws, ordinances and regulations.

C. It is further agreed by and between the Parties that any Party with a right to be indemnified under this section shall (a) promptly notify the Indemnifying Party in writing of any claim for which indemnification is sought and (b) forward to the Indemnifying Party any other information available regarding the claim as promptly as is reasonably practicable; provided that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations hereunder except to the extent that the Indemnifying Party is actually and materially prejudiced by such failure.

D. The Indemnifying Party shall be entitled, at its option, to assume and control the defense of any third party claim for which the Indemnified Party is seeking indemnification under this section, at its expense and through counsel of its choice if it gives notice of its intention to do so to the Indemnified Party within 45 days of the receipt of notice from the Indemnified Party and upon written acknowledgement without qualification of the Indemnified Party's right to be indemnified.

9) MISCELLANEOUS

A. This document constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreements. It may be amended only upon written agreement of both parties. It is not assignable without the express written agreement of both parties.

B. SUBRECIPIENT shall cooperate in good faith with each other SUBRECIPIENT and with CTE and DOE in carrying out the work under the DOE Agreement.

C. CTE and DOE favor an open publication policy to promote the commercial acceptance of the technology developed under the Project, but simultaneously desire to protect the proprietary information of program participants that is developed both within and without the context of the Project, recognizing that successful commercialization of the technology may depend on the proprietary nature of certain information. Accordingly, the SUBRECIPIENT will individually decide whether to publish its own technical data or maintain

Attachment: CTE Letter Agreement (13-O-1181 : Center for Transportation and the Environment Grant - Sustainability Office $12,000)

CENTER FOR TRANSPORTATION AND THE ENVIRONMENT

it as proprietary. To the extent that performance of the Project requires proprietary information of the SUBRECIPIENT to be disclosed to or used by CTE and DOE, or in the event disclosure of such information is made for other reasons, an appropriate non-disclosure agreement may be required by the disclosing party. Information concerning the result of work performed under the Project will be shared with CTE and DOE; provided, however, that such obligation to share information shall not require transfer of any right in any invention, trade secret or other intellectual property beyond those requirements imposed by this letter.

D. Rights and obligations with respect to intellectual property developed during the course of work performed under the DOE Agreement shall be as stated in the DOE Agreement.

Please indicate your acceptance of these terms by returning one signed copy of this letter agreement to CTE.

Sincerely,

Daniel J. Raudebaugh
Executive Director

Read, agreed to and accepted by SUBRECIPIENT by:

_____

Date:_____

Approved as to form by the City Attorney

_____

Date:_____

Municipal Clerk

_____

Date:_____

Enclosures:
Attachment I: SUBRECIPIENT Scope of Work and Budget
Attachment II: DOE Agreement
Attachment III: SUBRECIPIENT Certification

CENTER FOR TRANSPORTATION & THE ENVIRONMENT ♦ 730 PEACHTREE STREET ♦ SUITE 330 ♦ ATLANTA, GA 30308
678-244-4150
WWW.CTE.TV

Attachment: CTE Letter Agreement (13-O-1181 : Center for Transportation and the Environment Grant - Sustainability Office $12,000)

CENTER FOR TRANSPORTATION AND THE ENVIRONMENT

Attachment I
Subrecipient Statement of Work and Budget

Statement of Work:

The City of Atlanta is responsible for the following scope of work:

- Participate in relevant Coalition Workshops and Stakeholder meetings
- Provide input to Barrier Stakeholder workshops for target audiences including fleet managers, local governments, fire marshals, infrastructure developers, and AFV OEM's
- Assist in identifying safety and training needs related to the use of alternative fuel vehicles
- Assist Clean Cities – Atlanta in outreach, education, and coordination with public and private entities regarding the use of alternative fuel vehicles

Budget:

Participant	Fees	Expenses	Total Federal Share	Local Match	Total Budget
City of Atlanta	$12,000	$0	$12,000	$9,600	$21,600

Attachment: CTE Letter Agreement (13-O-1181 : Center for Transportation and the Environment Grant - Sustainability Office $12,000)

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Attachment II
U.S. Department of Energy Grant Terms and Conditions DE-EE0006077

The U.S. Department of Energy Grant Terms and Conditions (DE-EE0006077) and all related attachments, collectively referred to as the "DOE Agreement" include the following files distributed electronically with this agreement:

- DE-EE0006077 terms.docx
- attachment 1 – IP.docx
- attachment 2 – SOPO.docx
- attachment 3 – ReportingRequirementsChecklist.docx
- attachment 4 – Budget Pages.xlsx

Attachment: CTE Letter Agreement (13-O-1181 : Center for Transportation and the Environment Grant - Sustainability Office $12,000)

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Attachment III
Certification

Attachment: CTE Letter Agreement (13-O-1181 : Center for Transportation and the Environment Grant - Sustainability Office $12,000)

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678-244-4150
WWW.CTE.TV

CERTIFICATION OF SUBRECPIENT

I hereby certify that I am a principle and duly authorized representative of the firm of

_____whose address is

_____.

I hereby certify to the best of my knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract; grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure From to Report Lobbying,' in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subjected to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid that it shall require that the language of this certification will be included in all lower tier subcontracts which exceed $10,000.00 and that all such SUBRECIPIENTS shall certify and disclose accordingly.

I also certify that neither I nor the above firm I represent has:

(a) employed or retained for a commission, percentage, brokerage contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement.

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

(c) Paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration

Attachment: CTE Letter Agreement (13-O-1181 : Center for Transportation and the Environment Grant - Sustainability Office $12,000)

of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):

I acknowledge that this certificate may be furnished to the U.S. Department of Energy, in connection with this, and is subject to applicable State and Federal laws, both criminal and civil.

Date Signature

Attachment: CTE Letter Agreement (13-O-1181 : Center for Transportation and the Environment Grant - Sustainability Office $12,000)

Terms and Conditions for DE-EE0006077

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2. AWARD AGREEMENT TERMS AND CONDITIONS 4
3. AWARD PROJECT PERIOD AND BUDGET PERIODS 4
4. PAYMENT PROCEDURES - REIMBURSEMENT THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM 4
5. INCREMENTAL FUNDING AND MAXIMUM OBLIGATION - DIFFERENT BUDGET PERIOD AND PROJECT PERIOD 5
6. COST SHARING 5
7. REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS 5
8. PRE-AWARD COSTS 6
9. USE OF PROGRAM INCOME - ADDITION 6
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11. STATEMENT OF SUBSTANTIAL INVOLVEMENT 6
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Attachment: CTE and DOE Agreement (13-O-1181 : Center for Transportation and the Environment Grant - Sustainability Office $12,000)

Packet Pg. 66

Attachment: CTE and DOE Agreement (13-O-1181 : Center for Transportation and the Environment Grant - Sustainability Office $12,000)

TERMS AND CONDITIONS FOR DE-EE0006077

1. RESOLUTION OF CONFLICTING CONDITIONS

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.

2. AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Grant and Cooperative Agreement cover page, plus the following:

a. Special terms and conditions.

b. Attachments:

Attachment No.	Title
1	Intellectual Property Provisions
2	Statement of Project Objectives
3	Federal Assistance Reporting Checklist
4	Budget Pages

c. Applicable program regulations

d. DOE Assistance Regulations, 10 CFR 600 at http://www.eCFR.gov .

e. If the award is for research and to a university or non-profit, the Research Terms & Conditions and the DOE Agency Specific Requirements at http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp .

f. Application/proposal as approved by DOE.

g. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://energy.gov/management/office-management/operational-management/financial-assistance/financial-assistance-forms under Award Terms.

3. AWARD PROJECT PERIOD AND BUDGET PERIODS

The Project Period for this award is 2/1/2013 through 1/31/2015 consisting of the following Budget Periods.

	Start Date	End Date
Budget Period 1	02/01/2013	01/31/2014
Budget Period 2	02/01/2014	01/31/2015

4. PAYMENT PROCEDURES - REIMBURSEMENT THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

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

b. Requesting Reimbursement. Requests for reimbursements must be made through the ASAP system. Your requests for reimbursement should coincide with your normal billing pattern, but not more frequently than every two weeks. Each request must be limited to the amount of disbursements made for the federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.

c. Adjusting payment requests for available cash. You 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 DOE.

G.5.c

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

5. INCREMENTAL FUNDING AND MAXIMUM OBLIGATION - DIFFERENT BUDGET PERIOD AND PROJECT PERIOD

If at any time during the award a budget period is funded on an incremental basis, the maximum obligation of the DOE is limited to the amount shown on the Award Agreement. You are not obligated to continue performance of the project beyond the total amount obligated and your pro rata share of the project costs, if cost sharing is required.

Subject to the availability of additional funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority, DOE anticipates obligating the total estimated amount for the current budget period.

6. COST SHARING

a. Total Estimated Project Cost is the sum of the Government share and Recipient share of the estimated project costs. The Recipient's cost share must come from non-Federal sources unless otherwise allowed by law. By accepting federal funds under this award, you agree that you are liable for your percentage share of total allowable project costs, on a budget period basis, even if the project is terminated early or is not funded to its completion. This cost is shared as follows:

Budget Period Number	Start Date	Government Share $/%		Recipient Share $/%		Total Estimated Cost
1	02/01/2013	$298,582	88.07%	$40,450	11.93%	$339,032
2	02/01/2014	$201,418	83.28%	$40,450	16.72%	$241,868
Total Project --		**$500,000**	**86.1%**	**$80,900**	**13.9%**	**$580,900**

b. If you discover that you may be unable to provide cost sharing of at least the amount identified in paragraph a of this term, you should immediately provide written notification to the DOE Award Administrator indicating whether you will continue or phase out the project. If you plan to continue the project, the notification must describe how replacement cost sharing will be secured.

c. You must maintain records of all project costs that you claim as cost sharing, including in-kind costs, as well as records of costs to be paid by DOE. Such records are subject to audit.

d. Failure to provide the cost sharing required by this term may result in the subsequent recovery by DOE of some or all the funds provided under the award.

7. REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS

a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.

b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

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8. PRE-AWARD COSTS

You are entitled to reimbursement for costs incurred on or after the date of your selection letter, i.e., 11/19/2012, as authorized by the pre-award costs letter dated 12/10/2012, if such costs are allowable in accordance with the applicable Federal cost principles referenced in 10 CFR part 600.

9. USE OF PROGRAM INCOME - ADDITION

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and use it to further eligible project objectives.

10. STATEMENT OF FEDERAL STEWARDSHIP

DOE 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 correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

11. STATEMENT OF SUBSTANTIAL INVOLVEMENT

There will be substantial involvement between the DOE and the Recipient during performance of this Cooperative Agreement. The DOE and Recipient will share responsibility for the management of the Project as further described in this section.

The Recipient is responsible for:

- Performing the activities supported by this award, including managing and conducting the project activities and providing the required personnel, facilities, equipment, supplies and services;
- Submitting the reports as identified in the Federal Assistance Reporting Checklist and the deliverables as identified in the Statement of Project Objectives on a timely basis to the DOE Project Officer for review and incorporating DOE comments as appropriate;
- Submitting the following products to DOE: technical presentations, education and training materials intended for vehicle operators, fueling station operators, maintenance technicians, installers and/or first responders, as well as any products developed relating to safety, developed under this award to DOE for technical review a minimum of 30 days prior to the date which these materials are required to be released to the public, as well as incorporating DOE comments, as appropriate, and providing and continuously updating a project schedule which clearly describes when DOE can expect to receive materials for review; and
- Attending program/project review meetings as deemed necessary by the DOE Project Officer, and reporting project status.

DOE is responsible for:

- Reviewing in a timely manner, quarterly reports (financial & project progress) and other deliverables and providing comments to the Recipient;
- Technical review of public information products (includes technical presentations, education and training materials intended for vehicle operators, fueling station operators, maintenance technicians, installers and/or first responders, etc.) developed by the Recipient, prior to the materials being released to the public, to ensure that the products are in line with DOE programmatic goals and principals;
- Conducting project and program review meetings and, as necessary, site visits to ensure adequate progress has been made and that the work accomplishes the program and project objectives;
- Review of Continuation Application materials and concurrence for continuation into subsequent budget period(s);
- Promoting and facilitating technology transfer/lessons learned activities, including disseminating project results through presentations and publications; and
- Serving as technical liaison between awardees and other program or industry staff.

12. SITE VISITS

DOE'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. You must provide (and must require your 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.

13. REPORTING REQUIREMENTS

a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, 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.

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14. PUBLICATIONS

a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number DE-EE0006077."

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."

15. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

16. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

a. The intellectual property provisions applicable to this award are provided as an attachment to this award or are referenced on the Assistance Agreement Face Page. A list of all intellectual property provisions may be found at http://energy.gov/gc/standard-intellectual-property-ip-provisions-financial-assistance-awards

b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at http://energy.gov/gc/downloads/intellectual-property-ip-service-providers-acquisition-and-assistance-transactions

17. CONTINUATION APPLICATION AND FUNDING - AWARDS UNDER 10 CFR 600

a. Continuation Application. A continuation application is a non-competitive application for an additional budget period within a previously approved project period. At least 90 days before the end of each budget period, you must submit your continuation application to the DOE Program Manager whose name is in block 15 of the Award Agreement and to the Agreements Officer/Administrator whose name is in block 25 and address is listed in block 16 of the Award Agreement

Your continuation application must include the following information:

1. A report on your progress towards meeting the objectives of the project, including any significant findings, conclusions, or developments, and an estimate of any unobligated balances remaining at the end of the budget period. If the remaining unobligated balance is estimated to exceed 20 percent of the funds available for the budget period, explain why the excess funds have not been obligated and how they will be used in the next budget period.

2. A detailed budget and supporting justification for the upcoming budget period if additional funds are requested, a reduction of funds is anticipated, or a budget for the upcoming budget period was not approved at the time of award

3. A description of your plans for the conduct of the project during the upcoming budget period, if there are changes from the DOE approved application.

b. Continuation Funding. Continuation funding is contingent on (1) availability of funds appropriated by Congress for the purpose of this program; (2) the availability of future-year budget authority; (3) substantial progress towards meeting the objectives of your approved application; (4) submittal of required reports; and (5) compliance with the terms and conditions of the award.

18. 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.

19. INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

a. You shall immediately notify the DOE of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent; (iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to your inability to pay your debts generally as they become due.

b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph a; (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.

c. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change your payment method; or (ii) institute payment controls.

d. Failure of the Recipient to comply with this term may be considered a material noncompliance of this financial assistance award by the Contracting Officer.

20. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

CATEGORICAL EXCLUSION (CX)

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. Based on all information provided by the Recipient, DOE has made a NEPA determination by issuing a CX, thereby authorizing use of funds for the defined project activities.

If the Recipient later adds to or modifies the activities reviewed and approved under the original DOE NEPA determination, the Recipient must notify the DOE Contracting Officer before proceeding with the

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new and/or modified activities. Those additions or modifications may be subject to review by the DOE NEPA Compliance Officer and approval by the DOE Contracting Officer, and may require a new NEPA determination.

The CX issued for this award is for CX(A) activities only. No vehicle deployment or installation of infrastructure is allowed.

21. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you 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. You must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.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. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your 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, you received;
(A) 80 percent or more of your 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. You must report executive total compensation described in paragraph b.1. of this award term:
i. As part of your registration profile at http://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 you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you 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. You 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 you make 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), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are 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 you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you 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.

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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.

22. CENTRAL CONTRACT REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS

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

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

If you had an active registration in the CCR, you have an active registration in SAM.

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

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

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 http://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:

a. A Governmental organization, which is a State, local government, or Indian Tribe;
b. A foreign public entity;
c. A domestic or foreign nonprofit organization;
d. A domestic or foreign for-profit organization; and
e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:
   a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
   c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:
   a. Receives a subaward from you under this award; and
   b. Is accountable to you for the use of the Federal funds provided by the subaward.

23. LOBBYING RESTRICTIONS (MARCH 2012)

By accepting funds under this award, you agree 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.

24. CORPORATE FELONY CONVICTION AND FEDERAL TAX LIABILITY ASSURANCES (MARCH 2012)

By entering into this agreement, the undersigned attests that [*insert corporation name*] has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature. By entering into this agreement, the undersigned attests that no agent or officer of [*insert corporation name*] has been convicted of a felony offense, arising out of actions for or on behalf of the corporation, under Federal law in the 24 months preceding the date of signature.
The undersigned further attests that [*insert corporation name*] does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
For purposes of these assurances, the following definitions apply:
A Corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States [but not foreign corporations]. It includes both for-profit and non-profit organizations.

25. SUBAWARD/SUBCONTRACT CHANGE NOTIFICATION

Except for subawards and/or subcontracts specifically proposed as part of the Recipient's Application for award, the Recipient must notify the DOE Contracting Officer and Project Officer in writing 30 days prior to the execution of new or modified subawards/subcontracts. This notification does not constitute a waiver of the prior approval requirements outlined in 10 CFR 600, 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;

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2. Cost share commitment letter if the subawardee is providing cost share to the award;

3. An assurance that the process undertaken by the Recipient to solicit the subaward/subcontract complies with their written procurement procedures as outlined in 10 CFR 600.144, 10 CFR 600.236 and 10 CFR 600.331;

4. An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subawardee/subcontractor and that the Recipient's written standards of conduct were followed;

5. A completed Environmental Questionnaire, if applicable;

6. An assurance that the subawardee/subcontractor is not a debarred or suspended entity; and

7. An assurance that all required award provisions will be flowed down in the resulting subaward/subcontract.

The Recipient is responsible for making a final determination to award or modify subawards/subcontracts under this agreement, but the Recipient may not proceed with the subaward/subcontract 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 subaward/subcontract documentation stipulated above, the Recipient may proceed to award or modify the proposed subaward/subcontract.

G.5.c

DE-EE0006077
Attachment 1 – Intellectual Property Provisions

Intellectual Property Provisions (NRD-1003)
Nonresearch and Development

Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c).

10 CFR PART 600.325 APPENDIX A, RIGHTS IN DATA - GENERAL (OCT 2003)

(a) Definitions

Computer Data Bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software, as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created or compiled. The term does not include computer data bases.

Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data, as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

Limited rights, as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

Limited rights data, as used in this clause, means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data, as used in this clause, means data (other than computer software) which are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.

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Unlimited rights, as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocations of Rights

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this agreement;

(ii) Form, fit, and function data delivered under this agreement;

(iii) Data delivered under this agreement (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this agreement; and

(iv) All other data delivered under this agreement unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Recipient shall have the right to--

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Recipient in the performance of this agreement, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take over appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this agreement to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright

(1) Data first produced in the performance of this agreement. Unless provided otherwise in paragraph (d) of this clause, the Recipient may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in data first produced in the performance of this agreement. When claim to copyright is made, the Recipient shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgement of Government sponsorship (including agreement number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For such copyrighted data, including computer software, the Recipient grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(2) Data not first produced in the performance of this agreement. The Recipient shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this agreement any data not first produced in the performance of this agreement and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Recipient identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this agreement or as otherwise may be provided in a collateral agreement incorporated in or made part of this agreement.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, Publication and Use of Data

(1) The Recipient shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Recipient in the performance of this agreement, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this agreement.

(2) The Recipient agrees that to the extent it receives or is given access to data necessary for the performance of this award, which contain restrictive markings, the Recipient shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the contracting officer.

(e) Unauthorized Marking of Data

(1) Notwithstanding any other provisions of this agreement concerning inspection or acceptance, if any data delivered under this agreement are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this agreement, the Contracting Officer may at any time either return the data to the Recipient or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Recipient affording the Recipient 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Recipient fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Recipient provides written justification to substantiate the propriety of the markings within the period set in subparagraph (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Recipient shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Recipient a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Recipient files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subparagraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(f) Omitted or Incorrect Markings

Attachment: CTE and DOE Agreement (13-O-1181 : Center for Transportation and the Environment Grant - Sustainability Office $12,000)

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Recipient may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery or such data, permission to have notices placed on qualifying data at the Recipient's expense, and the Contracting Officer may agree to do so if the Recipient:

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also:

(i) Permit correction at the Recipient's expense of incorrect notices if the Recipient identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or

(ii) Correct any incorrect notices.

(g) Protection of Limited Rights Data and Restricted Computer Software

(1) When data other than that listed in subparagraphs (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this agreement and qualify as either limited rights data or restricted computer software, if the Recipient desires to continue protection of such data, the Recipient shall withhold such data and not furnish them to the Government under this agreement. As a condition to this withholding, the Recipient shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(h) Subaward/Contract

The Recipient has the responsibility to obtain from its subrecipients/contractors all data and rights therein necessary to fulfill the Recipient's obligations to the Government under this agreement. If a subrecipient/contractor refuses to accept terms affording the Government such rights, the Recipient shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with the subaward/contract award without further authorization.

(i) Additional Data Requirements

In addition to the data specified elsewhere in this agreement to be delivered, the Contracting Officer may, at anytime during agreement performance or within a period of 3 years after acceptance of all items to be delivered under this agreement, order any data first produced or specifically used in the performance of this agreement. This clause is applicable to all data ordered under this subparagraph. Nothing contained in this subparagraph shall require the Recipient to deliver any data the withholding of which is authorized by this clause, or data which are specifically identified in this agreement as not subject to this clause. When data are to be delivered under this subparagraph, the Recipient will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(j) The recipient agrees, except as may be otherwise specified in this award for specific data items listed as not subject to this paragraph, that the Contracting Officer or an authorized representative may, up to three years after acceptance of all items to be delivered under this award, inspect at the Recipient's facility any data withheld pursuant to paragraph (g) of this clause, for purposes of verifying the Recipient's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the Recipient whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the Contracting Officer shall designate an alternate inspector.

(End of clause)

DE-EE0006077

Attachment 2

Statement of Project Objectives

Southeast Regional Alternative Fuels Market Initiatives Program

A. PROJECT OBJECTIVES

The objective of this project is to target and remedy obstacles to alternative fuel vehicle adoption and use in regional and/or statewide sectors and niche markets.

B. SCOPE OF WORK

The project will address each of the following four (4) initiatives:

1. Policies
2. Barrier Reduction
3. Safety and Training
4. Market Development/Outreach

The project shall target the geographic regions of Alabama, Georgia, South Carolina, and Tennessee. Efforts will focus only on the alternative fuels defined by the Energy Policy Act of 1992, as amended by the Energy Policy Act of 2005 and further augmented by the Energy Independence and Security Act of 2007.

C. TASKS TO BE PERFORMED

Task 1.0 Project Management and Administration

The recipient will manage project planning and execution activities in order to achieve project objectives. The activities will include development of a detailed spend plan, execution of contracts or memorandums of understanding with project partners, issuing requests for proposals, convening stakeholder meetings, collecting and disseminating information, as well as administrative tasks associated with government cost monitoring and reporting.

Subtask 1.1: Submit a detailed spend plan no later than 30 days after the award. The spend plan shall include a breakdown of costs by task, and by quarter. Planned costs are to include federal share and cost share, listed separately

Subtask 1.2: Hold a kick-off meeting with DOE to discuss award administration and identify any public information products to be developed during the award which will require DOE technical review. Items requiring DOE review include: technical presentations, education and training materials intended for vehicle operators, fueling stations operators, maintenance technicians, installers and/or first responders, as well as any products developed relating to safety.

Attachment: CTE and DOE Agreement (13-O-1181 : Center for Transportation and the Environment Grant - Sustainability Office $12,000)

Subtask 1.3: Submit public information materials to DOE for technical review a minimum of 30 days prior to the date which these materials are required to be released to the public.

Subtask 1.4: Submit to assigned DOE Project Officer and continuously update a schedule/timeline for public information material development that includes a minimum 30-day window for DOE technical review of materials. At a minimum, the schedule will be submitted quarterly with required progress reports; however, schedule changes occurring between quarterly progress reports that impact DOE's 30-day review window should be submitted as soon as possible.

Task 2.0 – Policy Initiatives and Activities

Subtask 2.1 The recipient will assess regulations and/or policies associated with the use of alternative fuel vehicles.

Subtask 2.2 The recipient will conduct a number of workshops to identify, study, and assess regional policy objectives.

Task 3.0 – Barrier Reduction Initiatives and Activities

Subtask3.1 The recipient will conduct Barrier Stakeholder workshops similar to those the partners have undertaken under the Southeast Regional Electric Vehicle Readiness Planning Program. Target audiences for the workshops include fleet managers, local governments, fire marshals, infrastructure developers, and AFV OEM's.

Subtask 3.2 Using information gained from the workshops, the project team will assess, analyze, and develop strategies to mitigate barriers that may be inhibiting the deployment of alternative fuel vehicles. The recipient will create a series of *Alternative Fuels Readiness Workbooks* that will serve as a guide to AFV deployment readiness.

Subtask 3.3 Upon completion of the *Alternative Fuels Readiness Workbooks*, the recipient will offer training to deployment clusters throughout the four-state region. Although designed as a "stand alone" document for self-implementation, the training will assist municipalities with AFV Readiness guidance and task execution.

Task 4.0 – Safety and Training Initiatives and Activities

The recipient will identify training needs, develop training materials, and deploy training. The recipient will assure that first responders and technicians have access to training opportunities.

Task 5.0 – Market Development/Outreach Initiatives and Activities

The recipient will address outreach, education, and coordination with public and private entities regarding the use of alternative fuel vehicles. The recipient will develop and implement all elements of the Southeast Regional Alternative Fuels Market Initiatives Program which includes a variety of initiatives and activities to reach stakeholders region wide to promote the deployment of AFVs. Activities such as media management, video releases, websites, as well as events and workshops will be performed under this task.

D. DELIVERABLES

The periodic and final reports will be submitted in accordance with the attached "Federal Assistance Reporting Checklist" and the instructions accompanying the checklist.

In addition to the reports specified in the "Federal Assistance Reporting Checklist", The Recipient will provide the following to the Project Manager identified in Block 15 of the Assistance Agreement:

- Spend Plan, due no later than thirty (30) days after award. A revised spend plan shall be submitted as needed to capture significant changes/variances in the plan as well as with the continuation application.

- Items requiring DOE review include: information being released to the public, technical presentations, education and training materials intended for vehicle operators, fueling stations operators, maintenance technicians, installers and/or first responders, as well as any products developed relating to safety

    - Submit a DRAFT no later than thirty (30) days prior to the date which these materials are required to be released to the public.
    - Final product(s) shall include consideration of DOE input/feedback, and be submitted to DOE within thirty (30) days after completion.
- Final Report that includes status and progress of initiatives, lessons learned, and best practices identified during the project.

E. BRIEFINGS/TECHNICAL PRESENTATIONS

The recipient shall prepare detailed briefings to explain the plans, progress, and results of the technical effort during the performance period of the award. These briefings shall be made at one of the DOE locations (Washington DC/ Pittsburgh, PA/ Morgantown, WV/ Golden, CO) or at one of the project team sites as appropriate. These briefings may be done in person or remotely via teleconference/webcast, on an "as needed basis".

In addition, reports/presentations shall be developed and delivered as appropriate at Program Merit Reviews, or at various forums organized by DOE to report on progress and share lessons learned, such as conference calls, meetings, and workshops. Up to two Program Merit Review briefings, along with up to two additional project briefings may be required during the project period.

Attachment: CTE and DOE Agreement (13-O-1181 : Center for Transportation and the Environment Grant - Sustainability Office $12,000)

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(05/12)
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ATTACHMENT 3
U.S. Department of Energy
FEDERAL ASSISTANCE REPORTING CHECKLIST AND INSTRUCTIONS FOR PROJECTS

1. Identification Number: DE-EE0006077	2. Program/Project Title: Southeast Regional Alternative Fuels Markets Initiatives Program
3. Recipient: Center for Transportation and Environment	

4. Reporting Requirements:	Frequency	Addressees
A. MANAGEMENT REPORTING		
☒ Progress Report	Q, F*	https://www.eere-pmc.energy.gov/SubmitReports.aspx
☒ Special Status Report	A	https://www.eere-pmc.energy.gov/SubmitReports.aspx
B. SCIENTIFIC/TECHNICAL REPORTING		
(Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at https://www.osti.gov/elink/index.jsp)		
Report/Product — Form		
☐ Final Scientific/Technical Report — DOE F 241.3		http://www.osti.gov/elink-2413
☐ Conference papers/proceedings* — DOE F 241.3		http://www.osti.gov/elink-2413
☐ Software/Manual — DOE F 241.4		http://www.osti.gov/estsc/241-4pre.jsp
☐ Other (see special instructions) — DOE F 241.3		http://www.osti.gov/elink-2413
** Scientific and technical conferences only*		
C. FINANCIAL REPORTING		
☒ SF-425 Federal Financial Report	Q, F	https://www.eere-pmc.energy.gov/SubmitReports.aspx
D. CLOSEOUT REPORTING		
☐ Patent Certification		https://www.eere-pmc.energy.gov/SubmitReports.aspx
☒ SF-428 & 428B Final Property Report	F	https://www.eere-pmc.energy.gov/SubmitReports.aspx
☐ Other		https://www.eere-pmc.energy.gov/SubmitReports.aspx
E. OTHER REPORTING		
☒ Annual Indirect Cost Proposal	Y180	See block 5 below for instructions.
☐ Audit of For-Profit Recipients		
☒ SF-428 Tangible Personal Property Report Forms Family	A	https://www.eere-pmc.energy.gov/SubmitReports.aspx
☒ Other	A	See block 5 below for instructions.

FREQUENCY CODES AND DUE DATES:

A - Within 5 calendar days after events or as specified.

F - Final; 90 calendar days after expiration or termination of the award.

Y - Yearly; 90 days after the end of the reporting period.

Y180 - Yearly, 180 days after the end of the recipient's fiscal year

S - Semiannually; within 30 days after end of reporting period.

Q - Quarterly; within 30 days after end of the reporting period.

O – See Instructions for further details

5. Special Instructions: Forms are available at https://www.eere-pmc.energy.gov/forms.aspx.

*The **Final Progress Report** should include status and progress of initiatives, lessons learned, and best practices identified during the project.

Annual Indirect Cost Proposal – If DOE is the Cognizant Federal Agency, then the proposal should be sent https://www.eere-pmc.energy.gov/SubmitReports.aspx . Otherwise, it should be sent to the Cognizant Federal Agency.

Other Reporting – Submit Other Reports as detailed in the Deliverables section of the Statement of Project Objectives, attached to the award.

Attachment: CTE and DOE Agreement (13-O-1181 : Center for Transportation and the Environment Grant - Sustainability Office $12,000)

Federal Assistance Reporting Instructions (05/12)

A. MANAGEMENT REPORTING

Progress Report

The Progress Report 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 number and name of the recipient.

2. The project title and name of the project director/principal investigator.

3. Date of report and period covered by the report.

4. A comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.

5. A discussion of what was accomplished under these goals during 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.

6. Cost Status. Show approved budget by budget period and actual costs incurred. If cost sharing is required break out by DOE share, recipient share, and total costs.

7. Schedule Status. List milestones, anticipated completion dates and actual completion dates. In addition, if public information materials requiring DOE technical review are involved, include an anticipated date of submission to DOE for review. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variance. You may use your own project management system to provide this information.

8. Any changes in approach or aims and reasons for change. Remember significant changes to the objectives and scope require prior approval by the contracting officer.

9. Actual or anticipated problems or delays and actions taken or planned to resolve them.

10. Any absence or changes of key personnel or changes in consortium/teaming arrangement.

11. A description of 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 that reflect the results of this project.

C. Networks or collaborations fostered.

D. Technologies/Techniques.

E. Inventions/Patent Applications

F. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

Special Status Report

The recipient must report the following events by e-mail as soon as possible after they occur:

1. Developments that have a significant favorable impact on the project.

2. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public The recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:

   a. Any single fatality or injuries requiring hospitalization of five or more individuals.

   b. Any significant environmental permit violation.

   c. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes.

   d. Any incident which causes a significant process or hazard control system failure.

   e. Any event which is anticipated to cause a significant schedule slippage or cost increase.

   f. Any damage to Government-owned equipment in excess of $50,000.

   g. Any other incident that has the potential for high visibility in the media.

B. SCIENTIFIC/TECHNICAL REPORTS

Not Applicable.

C. FINANCIAL REPORTING

Recipients must complete the SF-425 as identified on the Reporting Checklist in accordance with the report instructions. A fillable version of the form is available at http://www.whitehouse.gov/omb/grants/grants_forms.aspx.

Attachment: CTE and DOE Agreement (13-O-1181 : Center for Transportation and the Environment Grant - Sustainability Office $12,000)

D. CLOSEOUT REPORTS

Final Invention and Patent Report

The recipient must provide a DOE Form 2050.11, "PATENT CERTIFICATION." This form is available at http://energy.gov/management/office-management/operational-management/financial-assistance/financial-assistance-forms under Reporting Forms.

Final Property Report

See Instructions under **SF-428 Tangible Personal Property Report Forms Family** below.

E. OTHER REPORTING

Annual Indirect Cost Proposal and Reconciliation

Requirement. In accordance with the applicable cost principles, the recipient must submit an annual indirect cost proposal, reconciled to its financial statements, within six months after the close of the recipient's fiscal year, 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.

Cognizant Agency. The recipient must submit its annual indirect cost proposal directly to the cognizant agency for negotiating and approving indirect costs. If the DOE awarding office is the cognizant agency, submit the annual indirect cost proposal to https://www.eere-pmc.energy.gov/SubmitReports.aspx.

SF-428 Tangible Personal Property Report Forms Family

Requirement. The SF-428 is a forms family consisting of 5 forms: the SF-428, SF-428-A, SF-428-B, SF-428-C and SF-428S. Fillable versions of the SF-428 forms are available at http://www.whitehouse.gov/omb/grants/grants_forms.aspx.

- The SF-428 is the cover page and the submitter attaches the appropriate form or forms as listed on the SF-428.
- The SF-428A is the Annual report, due Oct 30th of each calendar year.
- The SF-428B is the Final Award Closeout Report, due at award completion.
- The SF-428C is the Disposition Report/Request.
- The SF-428S is the supplemental form for the SF-428-A, SF-428-B, and SF-428-C.

If at any time during the award the recipient is provided Government-furnished property or acquires property with project funds and the award specifies that the property vests in the Federal Government (i.e. federally owned property), the recipient must submit an annual

inventory of this property to the DOE Administrator using the SF-428 and SF-428-A forms at the address on page 1 of this checklist no later than October 30th of each calendar year, to cover an annual reporting period ending on the preceding September 30th. The SF-428 and SF-428-B reports are required during closeout.

Content of Inventory. As required on the SF-428-A form, 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. The report must list all federally owned property, including property located at subcontractor's facilities or other locations.

Attachment: CTE and DOE Agreement (13-O-1181 : Center for Transportation and the Environment Grant - Sustainability Office $12,000)

DE-EE0006077 - Attachment 4

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: Federal (c)	Estimated Unobligated Funds: Non-Federal (d)	New or Revised Budget: Federal (e)	New or Revised Budget: Non-Federal (f)	New or Revised Budget: Total (g)
1. BP 1				$298,582	$40,450	$339,032
2. BP 2				$201,418	$40,450	$241,868
3.						$0
4.						$0
5. Totals		$0	$0	$500,000	$80,900	$580,900

Section B - Budget Categories

6. Object Class Categories	Grant Program, Function or Activity: (1) BP1 Federal	(2) BP1 Non-Federal	(3) BP2 Federal	(4) BP2 Non-Federal	Total (5)
a. Personnel	$56,907	$0	$28,295	$0	$85,202
b. Fringe Benefits	$24,658	$0	$12,260	$0	$36,918
c. Travel	$5,000	$0	$5,000	$0	$10,000
d. Equipment	$0	$0	$0	$0	$0
e. Supplies	$0	$0	$0	$0	$0
f. Contractual	$117,500	$40,450	$87,500	$40,450	$285,900
g. Construction	$0	$0	$0	$0	$0
h. Other	$42,500	$0	$42,500	$0	$85,000
i. Total Direct Charges (sum of 6a-6h)	$246,565	$40,450	$175,555	$40,450	$503,020
j. Indirect Charges	$52,017	$0	$25,863	$0	$77,880
k. **Totals** (sum of 6i-6j)	$298,582	$40,450	$201,418	$40,450	$580,900
7. Program Income					$0

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Section C - Non-Federal Resources

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) **Totals**
8. BP1			$40,450	$40,450
9. BP2			$40,450	$40,450

10.					$0
11.					$0
12. **Total** (sum of lines 8 - 11)		$0	$0	$80,900	$80,900
Section D - Forecasted Cash Needs					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th quarter
13. Federal	$298,582	$74,646	$74,646	$74,646	$74,646
14. Non-Federal	$40,450	$10,113	$10,113	$10,113	$10,113
15. **Total** (sum of lines 13 and 14)	$339,032	$84,758	$84,758	$84,758	$84,758
Section E - Budget Estimates of Federal Funds Needed for Balance of the Project					
		Future Funding Periods (Years)			
(a) Grant Program		(b) First = BP2	(c) Second	(d) Third	(e) Fourth
16. 81.086		$201,418			
17.					
18.					
19.					
20. **Total** (sum of lines 16-19)		$201,418	$0	$0	$0
Section F - Other Budget Information					
21. Direct Charges $503,020		22. Indirect Charges 77,800			
23. Remarks					

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Section C. Non-Federal Resources

Lines 8-11—Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a)—Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b)—Enter the contribution to be made by the applicant.

Column (c)—Enter the amount of the State's cash and in-kind contribution if

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19—Enter in Column (a) the same grant program titles shown in Column
(a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional

Column (c)—Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d)—Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e)—Enter totals of Columns (b), (c), and (d).

Line 12—Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f) Section A.

Section D. Forecasted Cash Needs

Line 13—Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14—Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15—Enter the totals of amounts on Lines 13 and 14.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20—Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21—Use this space to explain amounts for individual direct object-class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22—Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23—Provide any other explanations or comments deemed necessary.