



## REQUEST FOR PROPOSALS (RFP)

### Vermont Residential Building Energy Standard (RBES) and Commercial Building Energy Standard (CBES) Update

#### INTRODUCTION

The Vermont Department of Public Service (PSD) is seeking the services of a qualified contractor with demonstrated experience in building practices; energy codes; public outreach; and excellent written, verbal and organization skills to provide consulting services to update the Vermont Residential Building Energy Standard (RBES), including the stretch code and the Vermont Commercial Building Energy Standard (CBES). The contractor will work closely with PSD and a stakeholder advisory group.

**Proposals are due by 4:00 PM on Tuesday, November 2, 2021** with the goal of selecting a contractor by November 12, 2021. The contract period will run from contract execution (target start date is December 14, 2021, but will depend on the state contracting review and approval process) through June 30, 2023. Proposals must be for the entire scope of work but may include subcontractors for particular tasks. Questions on this RFP should be received no later than 4:00 PM on Friday, October 15, 2021 with expected responses to be posted on the PSD website at: <https://publicservice.vermont.gov/content/building-energy-standards-update> by Wednesday, October 20, 2021.

Applicants mailing proposals should allow adequate time to ensure receipt of their proposal(s) by the deadline. One original signed hard copy and an electronic copy<sup>1</sup> of the proposal must be delivered to Keith Levenson, Vermont Department of Public Service. **Both** electronic and hard copies must arrive before the deadline.

Proposals and questions should be addressed to:

Keith Levenson  
Vermont Department of Public  
Service 112 State Street  
Montpelier, VT 05620-2601  
Phone: (802) 828-4072  
Email: [keith.levenson@vermont.gov](mailto:keith.levenson@vermont.gov)

#### BACKGROUND

The Vermont Residential Building Energy Standard (RBES) was adopted by statute in 1997 (21 V.S.A. §266) and affected all new homes (and additions over 500 square feet) built after July 1, 1998. The RBES has been revised four times; January 2005, October 2011, March 2015, and September 2020. As of the 2011 update, the RBES is applicable to all additions, alterations, renovations and repairs, in addition to new construction. The 2020 RBES includes all of the 2018 International Energy Conservation

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<sup>1</sup> This can be e-mailed or submitted on a USB drive.

Code (IECC) energy efficiency requirements as well as select language updates and additional, more stringent Vermont energy efficiency requirements. A viewable only PDF of the 2020 VT Residential Building Energy Standards is available at: <https://codes.iccsafe.org/content/VTRES2020P1> Additional information on the RBES, including the handbook, can be found at: [http://publicservice.vermont.gov/energy\\_efficiency/rbes](http://publicservice.vermont.gov/energy_efficiency/rbes).

The Vermont Commercial Building Energy Standard (CBES) was enacted into law in 2006 (21 V.S.A. § 268) and is the energy code for all commercial buildings and residential buildings four stories or greater above grade. The first CBES became effective January 1, 2007, and was revised in January 2012, March 2015, and September 2020. The current CBES is based upon the 2018 IECC and also allows an alternative compliance path of ASHRAE 90.1 2016. A viewable only PDF is available at: <https://codes.iccsafe.org/content/VTCES2020P1> More information on the CBES can be found at: [http://publicservice.vermont.gov/energy\\_efficiency/cbes](http://publicservice.vermont.gov/energy_efficiency/cbes)

As required by statute, Advisory Committees for RBES and CBES will be convened, each of which will include one or more mortgage lenders, builders, building designers, utility representatives and other persons with experience and expertise, such as consumer advocates and energy conservation experts to provide the Department with recommendations for revisions to the energy standards. The selected contractor will facilitate these meetings for the Department.

## SCOPE OF WORK

- Research and provide recommendations for modifications to the existing RBES (including the stretch code) and CBES. At minimum this would likely include adopting the 2021 IECC (and ASHRAE 90.1 2019) and could include Vermont specific amendments beyond those requirements.
- Provide a recommended energy utilization intensity (EUI) for “net zero ready”<sup>2</sup> designed buildings for RBES and CBES for this and future revisions up to 2030. These EUI goals could potentially be based upon an increasing percentage over the existing code baseline EUI.
- Facilitate 2-4 meetings each for the CBES and RBES advisory committees including drafting agendas, writing minutes, sending materials to members, maintaining a redline copy of suggested edits, etc. These meetings should include provisions for remote participation through a webinar format. This is intended to be a smaller group of participants than the public comment meetings. Selection of participants will be directed by the PSD with input from the contractor. All meetings will be coordinated by the contractor.
- Maintain an annotated version of the Residential and Commercial IECC 2021 and ASHRAE 90.1 2019 clearly showing changes/additions from the ICC published versions in a redline/strikeout manner, which will be used to create the “Incorporation by reference” document for the state rulemaking process and the codebooks, which will be published by the ICC.
- Complete a cost-effectiveness analysis for the proposed modified energy standards both from a consumer and societal perspective. The analysis from the consumer perspective should at minimum show the simple payback for new/more stringent measures being proposed and could also include return on investment, savings to investment or other scenarios. The analysis from the societal perspective should include estimates of the benefits and costs to Vermont and Vermonters from the measure(s), including at a minimum health and environmental benefits that are “external” to cost-effectiveness from the consumer perspective. Environmental benefits shall include the avoidance of carbon emissions using the Social Cost of Carbon<sup>3</sup>. For commercial properties the analysis should include at a minimum modeling for small office, large office, stand-alone retail,

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<sup>2</sup> The current definition the PSD is using for net-zero ready is “A highly efficient and cost-effective building, designed and constructed so that renewable energy could offset all or most of its annual energy consumption.” A building that achieves an Energy Use Intensity (EUI) of “X” is considered a “highly efficient” building.” What the EUI should be set at is yet to be determined, but it would vary by at least building type and perhaps by building size.

<sup>3</sup> Use the “*Social Cost of Carbon and Cost of Carbon Model Review Analyses and Recommendations to Support Vermont’s Climate Council and Climate Action Plan*”, available at: <https://outside.vermont.gov/agency/anr/climatecouncil/Shared%20Documents/SCC%20and%20Cost%20of%20Carbon%208-31%20DH%20revised.pdf> (Starting on page 20).

primary school, small hotel, warehouse & mid-rise apartment buildings. For residential properties, analysis should include single family and low-rise multifamily buildings.

- Assist with Vermont rulemaking process including drafting an economic impact statement (this is to demonstrate that the proposed changes are cost-effective and would not substantially impact the affordability of the building due to the modifications of the energy codes); assist with drafting of rules, and possibly providing testimony to Legislative Committee on Administrative Rules (LCAR).<sup>4</sup> If necessary, assist with the preparation of a response to any LCAR objections to the rule.
- Facilitate public meetings (including drafting agendas, writing minutes, preparing materials/handouts, maintaining a redline copy of suggested edits, etc). PSD estimates that there will be four public meetings over the course of the project. Two of the meetings will present the proposed draft/changes to the energy standards and two meetings will be held after the draft is finalized as final public hearings before the proposed RBES and CBES are submitted to LCAR. The presentation of the draft changes could be conducted online as webinars. The two public hearings after the RBES and CBES language has been finalized should be in-person meetings, unless not possible due to the pandemic. One hearing should be held at a southern Vermont location and one at a northern Vermont location. Both hearings should have online access as well. These meetings would contain separate RBES and CBES discussions. (e.g. RBES in the AM and CBES in the PM or vice versa). The selected contractor will work with PSD staff to determine the location for the meetings.
- Record and organize public comments on each proposed rule for submittal to LCAR.
- Assist with the creation/update of the statewide CBES Codebook and Certificate. (Costs for printing the codebooks will be paid for directly by the PSD.)
- Assist with the creation/update of the statewide RBES Handbook, Codebook and Certificate, including the stretch-code. (Costs for printing the codebooks will be paid for directly by the PSD.)
- Liaise with International Code Council (ICC) regarding updates to RBES and CBES code language and completion of codebooks.
- Liaise with relevant parties, specifically Pacific Northwest National Laboratory (PNNL) in regard to the update to REScheck and COMcheck for both the statewide base code and stretch-code. (PNNL will be responsible for the actual REScheck and COMcheck updates/changes and this portion of the task will be funded either directly through the PSD or through the US DOE Technical Assistance Program.)
- After adoption, and before the effective date of updated code, conduct four presentations or trainings (for both CBES and RBES) on the new codes to stakeholder groups. (Note: these presentations are in addition to the advisory committee and public meetings discussed above.) More trainings may be added later but those would be either a separate contract or an amendment to the existing one.
- Provide an estimate of the increased energy savings from the previous versions of the VT energy standards compared to the updated version.
- Participate in regularly scheduled check-ins with the PSD.
- Complete brief quarterly progress reports to fulfil federal reporting requirements.

## INFORMATION REQUIRED FROM APPLICANTS

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the applicant's ability to meet all the requirements of the RFP. Emphasis should be on completeness and clarity of content. Information in the applicant's proposal which should be held confidential must be clearly marked as confidential and comply with an exemption from public inspection as per 1 V.S.A. § 317(c).

### *Identification of Organization*

State the full name and address of the organization and, if applicable, other subcontractors that

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<sup>4</sup> The previous energy standard rulemaking documents are available at: <https://publicservice.vermont.gov/content/building-energy-standards-update>

will perform, or assist in performing, the work.

### ***Authorized Negotiators***

Include the names and phone numbers of personnel authorized to negotiate the proposed contract with the State. One original hard copy must be signed by a duly authorized representative of the party (or parties) submitting the proposal.

### ***Prior Experience Disclosure***

Prior experience in building practices, energy codes, stretch codes and public outreach is important to the selection of a contractor. Proposals must include a description of the applicant's experience in each of these areas.

### ***Personnel***

Each organization submitting a proposal under this RFP shall have demonstrable knowledge, skills and experience as it relates to the required work. The proposal must identify all persons that will be employed in the proposed work by skill and qualifications. Identify key personnel by name and title and provide a resume for each. Proposals must be for the entire scope of work but may include subcontractors for particular work tasks. Subcontractors must be listed, including the firm name and address, contact person, and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

### ***Work Plan***

Describe in narrative form the plan for accomplishing the work. Indicate the number of hours allocated to each task and which staff member(s) will complete the tasks. Describe quality assurance measures that will be put in place to make certain that services will be delivered in an effective, efficient, timely, and competent manner.

The work plan should also include a proposed timeline based upon the goal of a December 1, 2022 adoption date and September 1, 2023 effective date for both the residential and commercial energy standards. This would entail finalized code-language and relevant economic and impact assessments being completed by this date. Work to be completed after adoption includes public trainings, assistance with the development of REScheck and COMcheck software and coordination with ICC to publish the updated RBES and CBES codebooks. All work must be completed by June 30, 2023.

Below is an estimated timeline for this work. The applicant can submit a timeline that varies from this if needed, especially to accommodate the requirement that \$150,000 of the budget must be spent by June 30, 2022 (see "Budget Considerations" section for more information).

### **Estimated Update Timeline**

- Provide initial recommendations for modifications to the existing RBES (including the stretch code) and CBES. (These recommendations do not need to include specific code language updates, just proposed measure/component updates, including revised R- and U-values or other amendments) – **February 1, 2022**
- Provide recommended EUIs for this code update and future iterations of the codes up to 2030 – **February 15, 2022**
- First public meeting to present update process and potential energy standard revisions (online) – **week of February 28, 2022**
- Facilitate 2-4 RBES and CBES Advisory Committee meetings. At least one meeting should focus on cost-effectiveness and include some draft analysis on costs of the proposed updates. – **March-April 2022**
- Public presentation of final draft with proposed changes – **week of May 2, 2022**
- Post draft of revised standards – **May 6, 2022**
- Public comment period (3 weeks) – Comments due **May 27, 2022**
- Review public comments and make suggestions for changes – **May 30 - June 13, 2022**
- Final Draft of revised Energy Standards, including actual code language changes – **June 27, 2022**

- Complete cost-effectiveness analysis – **July 15, 2022**
- Drafting of rule documents (including economic impact statement and incorporation by reference document) – **July 11 - July 28, 2022**
- Rulemaking process – **August - December, 2022**
  - Facilitate two public hearings on energy standards (one in northern VT and one in southern VT – both with online option) – **late September/early October**
  - Review public comments received and propose any changes based on comments
  - Attend LCAR hearing
- Assist with creation/update of CBES Codebook and Certificate and RBES Handbook, Codebook and Certificate, including the stretch-code – **January - June, 2023**
- Liaise with PNNL on update to REScheck and COMcheck for both the statewide base code and stretch-code – **January - June, 2023**
- Energy Code Trainings – **January - June, 2023**

### ***Budget Considerations***

Applicants must submit a proposed budget for services by task, described in this RFP, and include narrative explanations. Budget for this work is a not-to-exceed figure of **\$270,000** which excludes costs relating to the printing of copies of the developed codebook and handbooks but should include all related costs for meetings such as refreshments or space rental (the Department encourages the use of free public space whenever feasible). This contract will be funded with federal funds. Since the project will span across two formula grant awards with the U.S. Department of Energy, the proposed budget, work tasks and timeline should be designed to ensure that \$150,000 will be spent by June 30, 2022 and the remaining will be spent by the end of the contract period. A list of state and federal provisions are included under “General Terms and Conditions” – Attachment C and Attachment D.

The following cost elements should be included in your proposal:

- Personnel (position, rate, budgeted hours by task)
- Travel (mileage must be billed at the state rate of 56 cents/mile)
- Supplies & Materials
- Other (specify)
- Total Direct Costs
- Indirect Costs
- BUDGET TOTAL

### ***Additional Information and Comments***

Include any other information that is believed to be pertinent, but not specifically requested elsewhere in this RFP.

## **SELECTION CRITERIA**

The PSD will evaluate all proposals received based upon reasonableness of cost, completeness and quality of the proposal, qualifications of the individuals proposed to perform the work, relevance of previous experience, and any other criteria it deems relevant. Acceptance or rejection of any or all proposals will be determined by the exercise of the Department's sole discretion.

All proposals are subject to an evaluation by the PSD and/or non-departmental reviewers. The PSD reserves the right (but in no way is obligated) to interview the top prospective candidates to aid in the selection process.

The award of the contract will be made based on the following criteria:

1. Experience & Qualifications
  - Experience in residential and commercial building practices, energy codes, and public outreach.

- Adequate staffing for described work.

2. Work Plan

- Clarity and reasonableness of work plan, including definition and timeliness of tasks to be performed.
- Quality assurance measures are well defined.
- Ability to start quickly.

3. Budget

- Budget line items and amounts are sufficiently described and justified.
- Administrative costs are reasonable and competitive.

4. Timeline

- Estimated timelines should be based upon an adoption date of December, 2022 and an effective date of September, 2023 for these energy standards.

## GENERAL TERMS AND CONDITIONS

- The PSD reserves the right to reject any and all proposals received as a result of this RFP for any reason, to waive minor irregularities in any proposals received, and to negotiate with any party in any manner deemed necessary to best serve the interests of the State.
- The PSD shall not be responsible for any costs incurred by any party in preparation of any proposal submitted in response to this RFP.
- The PSD reserves the right to amend or cancel this RFP at any time if the best interest of the State requires such action.
- News releases pertaining to this RFP, contract award, or the project shall not be made without prior written approval from the PSD.
- The PSD will pay for actual work performed and expenses incurred under this project up to the specified contract amount. Specific payment provisions will be arrived at upon mutual agreement of the parties. All payments will require the submission of an itemized billing of work performed to date in sufficient detail to justify payment.
- All deliverables submitted by the selected contractor shall become the property of the State.
- The selected contractor(s) shall agree to contract to the State a nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of all material developed as a result of the contract.
- The PSD assumes no liability in any fashion with respect to this RFP or any matters related thereto. All prospective contractors and their subcontractors or successors, by their participation in the RFP process, shall indemnify, save and hold the PSD and its employees and agents free and harmless from all lawsuits, causes of action, debts, rights, judgments, claims, demands, damages, losses and expenses or whatsoever kind in law or equity, known and unknown, foreseen and unforeseen, arising from or out of this RFP and/or any subsequent acts related thereto, including but not limited to the recommendation of a contractor and any action brought by an unsuccessful applicant.

The state and federal provisions as shown below in “Attachment C” and “Attachment D” will be included in all contracts resulting from this RFP.

### ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND CONTRACTS REVISED DECEMBER 15, 2017

- 1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Contractor or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or contract to which this form is attached.
- 2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded contract, or Federally-funded contract, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to

its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate



\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of

use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

- B.** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A.** is not under any obligation to pay child support; or
- B.** is under such an obligation and is in good standing with respect to that obligation; or
- C.** has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subcontract the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to

Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

**A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Contract that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Contract immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

**B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

**C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party’s delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party’s performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Contracts and Subrecipient Agreements:** If this Agreement is a contract that is funded in whole or in part by Federal funds:

**A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the contracting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

**B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms

and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Contracts:**

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded contract in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded contract, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

**Attachment D:  
Other Provisions**

**1. DOE (U.S. Department of Energy) Terms and Conditions Incorporated by reference**

The following are incorporated into this contract by reference:

- a. DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- b. National Policy Assurances in effect on date of award at <http://www.nsf.gov/awards/managing/rte.jsp>.
- c. Applicable program regulations, including 10 CFR Part 420 – State Energy Program at <http://eCFR.gov>.

- 2. Work Product Ownership:** Products of the Contractor's work, including: outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, patents and copyrights become the property of the Contractor. However, Contractor must provide copies of such work to the State of Vermont upon request free of charge. Absent an order to the contrary from a court of competent jurisdiction, certain information will be held as confidential by the Vermont Department of Public Service (PSD) where Contractor has established such information is proprietary in nature and therefore exempt from access to public records requests pursuant to 1 V.S.A. § 317(c)(9).

**3. Prior Approval of Press Releases/Credit for Funding:**

Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Contractor under this Agreement shall be submitted to the PSD Administrator for approval prior to release. The contractor will credit funding for the project to the “Vermont Department of Public Service and U.S. Department of Energy” in any of the aforementioned materials.

**4. DOE Special Terms and Conditions**

The following requirements, based upon the DOE Terms and Conditions, apply to this contract.

**a) Ceilings on Indirect Costs**

- i. 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.

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

**b) Use of Program Income**

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

**c) Site Visits and Access**

DOE EERE's and PSD's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The subrecipient must 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. The subrecipient must provide any information, documents, site access, or other assistance requested by DOE or PSD for the purpose of its Federal stewardship or substantial involvement.

**d) Publications**

The subrecipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- Acknowledgment: "This material is based upon work supported by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) under the State Energy Program Award Number DE-EE0008668, and the Vermont Department of Public Service."

- Full Legal Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government and Vermont State Government. Neither the United States Government or Vermont State 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 Vermont State 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 Vermont State Government or any agency thereof."

Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government"

Subrecipients should make every effort to include the full Legal Disclaimer. However, in the event that they are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

**e) Compliance with Federal, State, and Municipal Law**

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

**f) Lobbying**

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.

**g) Notice Regarding the Purchase of American-Made Equipment and Products & Domestic Preference for Infrastructure Projects**

To the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

As appropriate and to the extent consistent with law, the subrecipients must ensure and document that, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products (items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber) used in the project under this Award must be produced in the United States.

**h) Reporting of Total Compensation of Executives**

1. The subrecipient shall report the names and total compensation of each of your five most highly compensated executives for your preceding completed fiscal year, if;

i. 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 (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 h.1. of this award term:

i. To the PSD Administrator.

ii. By the end of the month following the month during which you signed your agreement.

**3. 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 the total compensation of your five most highly compensated executives.

4. Definitions: For purposes of this award term:

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

b. Total compensation means the cash and noncash dollar value earned by the executive during your preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

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

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

vi. Other compensation, if the aggregate value of all such other compensation (*e.g.* severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**i) National Environmental Policy Act (NEPA) Requirements**

The Vermont Department of Public Service (PSD) must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. Based on all information provided by the Subrecipient, PSD has determined the proposed activities fall under the bounded categories categorically excluded, and require no further NEPA review, absent extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with “integral elements” (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular project. The Subrecipient is thereby authorized to use current Program Year Federal funds for project activities that fall within the Bounded Categories defined below, subject to the conditions listed in the “Conditions” section below and except where such activity is subject to a restriction elsewhere in this Award.

**Conditions:**

1. The activities must comply with the restrictions set forth in each of the Bounded Categories listed below;

2. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular project;

3. The subrecipient must identify and promptly notify the PSD Administrator of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the “integral elements” (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular project;

4. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

**Bounded Categories:**

1. Administrative activities associated with management of the designated State Energy Office and management of programs and strategies to encourage energy efficiency and renewable energy, including energy audits.
2. Development and implementation of programs and strategies to encourage energy efficiency and renewable energy such as policy development and stakeholder engagement.
3. Development and implementation of training programs.
4. Development and implementation of building codes including inspection services, and associated activities to support code compliance and promote building energy efficiency.
5. Implementation of financial incentive programs including rebates and energy savings performance contracts for existing facilities; contracts and loans to support energy efficiency, renewable energy and energy/water saving projects.

All project activities funded under a financial incentive program must be listed within the Bounded Categories in this NEPA determination.

6. Funding commercially available energy or energy/water efficiency or renewable energy upgrades, provided that projects adhere to the requirements of the respective state's DOE executed Historic Preservation Programmatic Agreement, and are installed in existing buildings, and are limited to:

- a. Installation of insulation;
- b. Installation of energy efficient lighting;
- c. HVAC upgrades (to existing systems);
- d. Weather sealing;
- e. Purchase and installation of energy efficient or energy/water efficient home appliances and equipment (including, but not limited to, energy or water monitoring and control systems, thermostats, furnaces and air conditioners);
- f. Retrofit of energy efficient pumps and motors, for such uses as (but not limited to) waste water treatment plants, where it would not alter the capacity, use, mission or operation of an existing facility.
- g. Retrofit and replacement of windows and doors; and
- h. Installation of Combined Heat and Power System - systems sized appropriately for the buildings in which they are located, not to exceed peak electrical production at 300kW.

7. Development, implementation, and installation of onsite renewable energy technology from renewable resources, provided that projects are installed in or on an existing structure or within the boundaries of a facility and limited to:

- a. Solar Electricity/Photovoltaic - appropriately sized system or unit not to exceed 60 kW.
- b. Wind Turbine - 20 kW or smaller.
- c. Solar Thermal (including solar thermal hot water) - system must be 200,000 BTU per hour or smaller.
- d. Ground Source Heat Pump - 5.5 tons of capacity or smaller, horizontal/vertical, ground, closed-loop system.



- e. Biomass Thermal - 3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies (BACT) installed and operated.
- 8. Installation of fueling pumps and systems for fuels such as compressed natural gas, hydrogen, ethanol and other commercially available biofuels, (but not storage tanks) installed on the site of a current fueling station.
- 9. Purchase of alternative fuel vehicles.
- 10. Installation of electric vehicle charging stations installed on existing facilities.

**j) Historic Preservation**

Subrecipients must adhere to all the Stipulations of the DOE executed historic preservation Programmatic Agreement (PA) with Vermont. All DOE executed PAs are available on the Weatherization and Intergovernmental Programs website:  
<https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>.

**k) Allowable Costs**

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

The subrecipient is required to obtain the prior written approval of the PSD Administrator (which will also be reviewed by a DOE Contracting Officer) for any foreign travel costs.

**l) Equipment**

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

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

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

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

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

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

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

**m) Supplies**

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

**n) Property Trust Relationship**

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

**o) Record Retention**

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

**p) System For Award Management And Universal Identifier Requirements**

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

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

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

**b. Requirement for Data Universal Numbering System (DUNS) Numbers**

The subrecipient must provide its DUNS number to the PSD.

**c. Definitions**

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

**q) Performance Of Work In United States**

a. Requirement.

All work performed under this Award must be performed in the United States unless the PSD Administrator provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the subrecipient should make every effort to purchase supplies and equipment within the United States.

b. Failure to Comply.

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

c. Waiver for Work Outside the U.S.

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

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

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

**r) Foreign National Access Under DOE Order 142.3A, “Unclassified Foreign Visits and Assignments Program”**

The subrecipient may be required to provide information to DOE in order to satisfy requirements for foreign nationals’ access to DOE sites, information, technologies, equipment, programs or personnel. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. If the subrecipients, contractors or vendors anticipates involving foreign nationals in the performance of its award, the subrecipient may be required to provide DOE with specific information about each foreign national to ensure compliance with the requirements for access approval. National laboratory personnel already cleared for site access may be excluded. Access approval for foreign nationals from countries identified on the U.S. Department of State’s list of State Sponsors of Terrorism must receive final approval authority from the Secretary of Energy or the Secretary’s assignee before they commence any work under the award.

**s) Reporting Requirements**

Requirements:

The reporting requirements for this Award are identified below. 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.

#### Quarterly Report

The subrecipient must provide a concise narrative assessment of the status of work by the 15th day of the month following each calendar quarter (January 15, April 15, July 15, October 15) and include the following information:

##### 1. Contact and Project information

- a. The DOE Award Number (as it appears on the award face page)
- b. Recipient Name (as it appears on the award face page)
- c. Project Title
- d. Project Director / Principal Investigator (PD/PI) Name, Title and Contact Information (e-mail address and phone number)
- e. Name of Submitting Official, Title, and Contact Information (e-mail address and phone number), if other than PD/PI
- f. Project Period (Start Date, End Date)
- g. Report Submission Date
- h. Reporting Period Start and End Date

##### 2. Project Overview

A written comparison of the actual project accomplishments with the project goals and objectives established for the reporting period; if goals and/or objectives for the reporting period were not met, a detailed description of the variance shall be provided.

##### 3. Accomplishments

A discussion of what was accomplished under these goals and objectives established for this reporting period, including major activities, significant results, major findings or conclusions, key outcomes, or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.

##### 4. Budgetary Information

A comparison of the approved budget by budget period and the actual costs incurred during the reporting period shall be provided. If cost sharing is required, the cost breakdown shall show the federal share, recipient share, and total costs.

##### 5. Schedule Status

List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variances. You may use your own project management system to provide this information.

##### 6. Changes/Problems

Describe any changes during the reporting period in project approach and the reasons for these changes. Remember, significant changes to the project objectives and scope require prior approval by the Contracting Officer. Describe any actual or anticipated problems or delays and any actions taken or planned to resolve them.

##### 7. Participants & Other Collaborating Organizations

Describe any absence or changes of key personnel or changes in consortium/teaming arrangement during the reporting period.

##### 8. Products

List and describe any product produced or technology transfer activities accomplished during this reporting period, such as:

a. Publications, conference papers, and presentations. List peer-reviewed articles or papers that have been submitted for publication in scientific, technical, or professional journals. Include any papers submitted for peer-reviewed publication in the periodically published proceedings of a scientific society, a conference, or the like. A publication in the proceedings of a one-time conference, not part of a series, should be reported under “Books or other non-periodical, one-time publications.”

Identify for each publication: Author(s); title; journal; volume: year; page numbers; status of publication (published; accepted, awaiting publication; submitted, under review; other); acknowledgement of federal support (yes/no); legal disclaimer language (yes/no).

Please note: Subrecipient must use the EERE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions (additional information can be found at the EERE Communications Standards website: <https://www.energy.gov/eere/communicationstandards/eere-branded-publications-developed-third-parties>).

- a. Website(s) (list the URL) that reflect the results of this project.
- b. Networks or collaborations fostered.
- c. Technologies or techniques (Identify and Describe).
- d. Other products, such as data or databases, physical collections, audio or video, software or NetWare, models, education aid or curricula, instruments, or equipment (Identify and Describe).

#### Dissemination of Scientific and Technical Information:

Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information’s Energy Link (E-Link) system. STI submitted under this Award will be disseminated via DOE’s OSTI.gov website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the DOE PAGES website.

#### Restrictions:

Scientific and Technical Information submitted to E-Link 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.

#### Final Report

A final narrative report must be submitted within 60 days of project completion and should follow the same format as the quarterly report but should describe the full project.