

NARUC Request for Proposals

Support for Distributed Energy Resource Integration & Compensation Initiative

Solicitation Number:

NARUC-2023-RFP135-DE0925

Released: **March 17, 2023**

Responses Due: **April 10, 2023**

Center for Partnerships & Innovation
National Association of Regulatory Utility Commissioners
1101 Vermont Avenue NW, Suite 200
Washington, D.C. 20005

Note on applicants' eligibility: All applicants must meet the *U.S Department of Energy* Mandatory Requirements and Standard Provisions (Annex I).

I. Introduction and Background

With funding support from the U.S. Department of Energy (DOE)'s Office of Electricity (OE) and Energy Efficiency and Renewable Energy Office (EERE), the National Association of Regulatory Utility Commissioners (NARUC) seeks to engage a *Consultant* to provide states with robust technical assistance and support with distributed energy resource (DER) integration and compensation that enables states to meet their goals for participation of aggregated DERs in the electricity system.

In 2021, NARUC partnered with DOE and the National Association of State Energy Officials (NASEO) to launch the NARUC-NASEO DER Integration & Compensation Initiative (DER I&C). The DER I&C convenes and supports state members in understanding the impact of their decision making related to the connection, operation, and compensation of distributed energy resources¹ (DERs)---within the distribution grid, bulk power system, and wholesale energy markets. Through the initiative, NARUC and NASEO provide information, tools, access to experts, and peer sharing opportunities that assist members with FERC Order 2222 implementation in Regional Transmission Organization / Independent System Operator (RTO/ISO) regions and state oversight of customer-distribution-transmission (TDC) coordination outside of RTO/ISO regions.

II. Objectives

Since 2022, NARUC and NASEO have provided webinars and training support to members of NARUC, NASEO, and the National Association of State Utility Consumer Advocates (NASUCA).² NARUC will leverage the expertise of a contracted *Consultant* (either an organization, a team of organizations, or an independent *Consultant*) to build upon past and existing efforts to expand support for members as described below.

With extensive member input, NARUC and NASEO have developed a vision and set of key activities to be completed in support of the DER I&C. The *Consultant* will be required to translate the objectives into a detailed workplan to be executed by the *Consultant* in close partnership with NARUC and NASEO. Key activities will include regularly convening expert and peer sharing webinars for members, designing agendas and facilitation plans for member + stakeholder co-creation workshops, outlining and populating an online library of key resources, developing toolkit resources for states, and ensuring an open dialogue among members and experts on various innovations and advances among DER integration and compensation issues. The *Consultant* will conduct activities and deliver discrete work products in each of these areas.

¹ NARUC (2016) defines a DER as: “a resource sited close to customers that can provide all or some of their immediate electric and power needs and can also be used by the system to either reduce demand (such as energy efficiency) or provide supply to satisfy the energy, capacity, or ancillary service needs of the distribution grid. The resources, if providing electricity or thermal energy, are small in scale, connected to the distribution system, and close to load. Examples of different types of DER include solar photovoltaic (PV), wind, combined heat and power (CHP), energy storage, demand response (DR), electric vehicles (EVs), microgrids, and energy efficiency (EE).”

NARUC Manual on Distributed Energy Resources Rate Design and Compensation,

<https://pubs.naruc.org/pub/19FDF48B-AA57-5160-DBA1-BE2E9C2F7EA0>

² See: www.naruc.org/cpi-1/deric

This project will begin in April 2023 and conclude in December 2023 with extensions possible based on *Consultant* performance and federal funding availability.

III.Approach, Scope of Work, Timeline, and Deliverables

The *Consultant* will work closely with NARUC and NASEO staff, consult with NARUC and NASEO members, and engage with leadership and relevant key stakeholders from DOE, NASUCA, and others to complete the scope of work. The *Consultant* will be responsive to comments and feedback from NARUC and NASEO staff, staff at DOE, and other key external stakeholders to engage in ongoing collaborative practices to finalize each of the required work products.

Task 1. Support Member Education and Peer Sharing

The *Consultant* will collaborate with NARUC, NASEO, DOE, National Labs, and industry experts to develop and deliver a virtual webinar program for members and the broader community to facilitate deeper exploration of TDC coordination and DER integration & compensation challenges, opportunities, and tradeoffs. The *Consultant* will propose topics and speakers to NARUC and NASEO for quarterly virtual training or peer exchange opportunities, draft event abstracts, invite speakers, and gather and review PowerPoint presentations in advance. (NARUC or NASEO will establish registration, provide Zoom or a comparable platform to host the events, record events, and post them to a public website.)

The *Consultant* will participate in periodic (4 to 6 times per year) NARUC and NASEO-hosted virtual advisory group meetings. Advisory group meetings will offer opportunities to present draft materials for member feedback, encourage peer exchange, and ensure alignment on direction of DER I&C projects with key representatives.

In all activities, the *Consultant* will ensure an open dialogue among DER-I&C members and experts on various innovations and advances across DER integration and compensation issues, and seek to accelerate sharing of lessons learned.

Task 2. Convene DER I&C Members and Stakeholders to Develop Strategies

A key feature of the DER I&C strategy is the development of new options for pathways to achieve state goals related to DER aggregation and T&D coordination. NARUC and NASEO have reviewed and prioritized a wide range of challenges that could limit successful implementation of DER aggregation and committed to working with members, subject matter experts, and key stakeholders to articulate possible approaches and benefits and tradeoffs of each. During the initial period of performance, NARUC and NASEO propose an emphasis on dual participation of DERs and dispute resolution mechanisms.

To support this effort, the *Consultant* will collaborate with the DER I&C staff team to finalize the emphasis for 2023; design agendas and facilitation plans for a series of two to three in person or virtual member + stakeholder co-creation workshops to devise possible approaches to these challenges; facilitate such events and develop after action summaries that include recommendations for next steps to reach agreement on viable options that could then be promoted for adoption as pilots in relevant jurisdictions. (NARUC will conduct event logistics to include hotel selection and negotiation, event registration, A/V contracting and support, materials printing, and related onsite logistical activities.)

For each in person or virtual event, the *Consultant* will prepare an agenda outline with objectives, suggested expert invitee list, and a detailed facilitation agenda in collaboration with NARUC and NASEO, applying expertise from other association, federal, and industry efforts that are relevant to the topic. The *Consultant* will facilitate various sessions during the one or two-day events and record notes taken at all workshop sessions. Facilitation will include presenting materials developed for the workshop, leading and facilitating discussions at the sessions, providing technical comments and expert opinion, and capturing key discussion points on flipcharts. The *Consultant* should plan to provide two facilitators for each workshop and leverage additional facilitation expertise and persons provided by NARUC and NASEO. The *Consultant* will produce a document no later than four weeks after each workshop to be shared with the NARUC/NASEO team and workshop participants that captures the key points that were expressed at the sessions and records any conclusions reached. Revisions may be required based on clarifying comments from the workshop participants.

Task 3. Develop Toolkit Resources and Webpages

The *Consultant* will develop four to five toolkit-style resources to support member decision making about DER integration and compensation. Resources can include a combination of presentation-based recordings and PPTs, case studies, template materials, short guidance or best practices resources, and suggestions of questions commissions or state energy officials can ask utilities or stakeholders. These materials should build from a review of actions and lessons learned from early mover experiences to support fast followers and emerging efforts. Specific materials will be designed in consultation with NARUC staff, NASEO staff, DOE, and the advisory group. For estimation purposes, assume that each resource will be no more than 10 pages long and will require an outline, draft, and final version iterated with NARUC and NASEO. (NARUC will conduct formal copyediting, design, and production activities for any resources to be printed or published.)

The *Consultant* will conduct secondary research and networking to identify a catalog of existing materials and resources that can support state decision makers as they seek to enable and promote DER aggregation. Categories of materials might be organized in line with DER I&C workstreams (or another logical arrangement), which are: data and telemetry; markets and compensation; utilities and DER providers; interconnection; and planning, policies, and programs. The *Consultant* will provide a formatted citation and hyperlink for each resource, organized to allow NARUC to easily populate an online library of such key resources.³

Estimated Schedule of Deliverables

Task	Deliverables	Expected Timeframe*
Task 1: Support virtual learning sessions	Submission of 4 webinar / peer sharing session abstracts, proposed speaker lists, PowerPoint presentation packages	April – December 2023
Task 2a: Develop workshop agendas and associated meeting materials	Submission of up to 3 workshop agendas, proposed speaker lists, and recommended facilitation exercises	May – November 2023

³ For example, see www.naruc.org/taskforce/comprehensive-electricity-planning-library/.

Task 2b: Share after-action workshop summaries	Submission of up to 3 after-action summaries – one following each workshop that summarizes key themes, identifies areas of agreement, and highlights proposed next steps	June – December 2023
Task 3a: Develop toolkit resources to support state decision makers	Submission of up to 5 toolkit resources, following a sequential deliverable process: <ul style="list-style-type: none"> • Propose resource type & topic • Outline of resource • Draft resource • Final resource 	May – December 2023
Task 3b: Compile resources for online library	List of resources (citations and hyperlinks) to be included in a logically organized online webpage Periodic updates of new resources to add to the online library	April – May 2023 July, September, December 2023

* The deliverable timeline may change depending on timeliness of internal and external review.
Document review by funder (DOE) may also delay final deliverable dates.

IV. Period of Performance

This project is expected to begin in late April 2023 and conclude in late December 2023 with extensions possible based on *Consultant* performance and federal funding availability.

V. Project Budget

The budget should reflect a cost reimbursable consulting agreement. This is a competitively bid project; costs should be feasible and prudent. The *Consultant* must submit cost proposals by task for the entire Statement of Work, following the budget template included in Annex III of the RFP.

Compensation: NARUC shall reimburse the *Consultant* for time and other direct costs, not to exceed ceiling price in accordance with the Budget Proposal (Annex III) for work outlined in scope of work, Section IV of the RFP.

If warranted, NARUC will reimburse for actual expenses associated with travel approved in advance of relevant events in accordance with Federal Travel Regulations and guidelines. Requests for travel to all meetings must be approved by NARUC in advance of making travel arrangements. For travel reimbursement information and procedures, NARUC will provide the *Consultant* with a reimbursement authorization for travel (RAFT) letter for each event.

NARUC shall directly pay and/or reimburse *Consultant* costs (non-travel) as described below:

1. **RFP Budget item: *Consultant* Labor**
2. **RFP Budget item: Reimbursable Other Direct Costs**
3. **RFP Budget item: Indirect Costs, if applicable**

The *Consultant* will submit a monthly invoice and progress report according to the template shown in Annex II to request such reimbursement.

Rejection of Proposals & Incurred Costs

NARUC reserves the right to reject any or all submitted proposals not in conformance with this RFP, or for other causes. NARUC shall not be liable for any costs incurred by any *Consultant* prior to execution of a contract. NARUC reserves the right to request new proposals, if needed.

VI. Grant Requirements

The work for this Request for Proposals (RFP) will be undertaken as part of a cooperative agreement between NARUC and DOE. The agency reserves the right to alter any activities under this RFP, subject to availability of funds.

Respondents must be able to ensure compliance with monitoring procedures in accordance with the 2 CFR part 200 as amended by 2 CFR part 910 and Applicable “Standard Provisions for Non-Governmental Sub-Grantees” and mandatory requirements include in Annex I.

VII. Responding to the RFP

Please submit an initial expression of interest (EOI) by **March 31, 2023** by e-mail to RFPs@naruc.org. Complete proposal responses must be submitted to RFPs@naruc.org. **RFP responses are due no later than 11:59 pm ET on April 10, 2023.**

Please submit questions regarding the RFP by email to Danielle Sass Byrnett, dbyrnett@naruc.org.

Please limit the narrative that addresses the proposed approach, treatment of the project tasks, and proposed budget to no more than 10 pages. Cover letter and resumes are not included in the page limit but should be as brief as possible. Responses shall fully address the following:

- Cover letter
- Resumes for key personnel (preferably 1 page each)
- Description of relevant experience
- Proposed approach and treatment of the tasks and sub-tasks with a view toward expected deliverables
- Proposed budget in Excel (see Annex III for Budget Template)

VIII. Consultant Selection and Required Qualifications

NARUC will select a *Consultant* through a competitive selection, which will include consideration of the following:

- Experience working with public utility commissions, state energy offices, state consumer advocates, utilities, DER developers, RTOs/ISOs.
- Relevant experience with distributed energy resources, particularly interactions between the distribution grid and bulk power system
- Experience planning and facilitating workshops to gather stakeholder input on strategies to overcome energy policy and business model challenges
- Competitive budget proposal
- Quality of academic and professional experience
- Availability to complete deliverables on time

The *Consultant* (including any employee or any other *Consultant* engaged in the performance of the agreement) shall not be, or have been, a member of *NARUC* during the course of the agreement or within one year prior to its execution. In addition, this prohibition may be waived by a majority vote of the *NARUC* Executive Committee based upon finding that no other *Consultant* can reasonably perform the contract or that waiving the prohibition is otherwise in the Association's interest.

The Evaluation Team will use the following criteria in assessing all responses to this RFP.

Technical Experience and Applicant Qualifications (40% of total score)

1. Relevant substantive experience in proposed activity and topical areas, including distributed energy resources, transmission-distribution coordination, state utility regulation and policy, and workshop planning and facilitation.
2. Adequate level of technical knowledge to meet the demands of the project.
3. Quality of academic and professional experience in relevant fields.

Proposed Approach for Implementation (40% of total score)

1. Proposal responds logically and in sufficient detail to explain how the projects outlined in the RFP will be successfully completed.
2. Existing resources / *Consultant* availability to meet needs of accelerated deployment.
3. Overall quality and professionalism of the proposal (well written, structured, and organized) and materials provided in the requested format.

Budget (20% of total score)

1. Is the level of effort for each task appropriate?
2. Given the scope, is the estimated cost of the proposal appropriate?
3. Does overall cost reflect an efficient value for the level of effort?

ANNEX I: Mandatory Requirements and Standard Provisions relevant to Department of Energy (DOE) Cooperative Agreement, DE-OE0000925

This award/agreement consists of DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.

CONFERENCE SPENDING (FEBRUARY 2015)

The recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

SITE VISITS

DOE/NNSA'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.

REPORTING REQUIREMENTS (APRIL 2018)

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 reporting products.

Reporting project results in scientific and technical information (STI) publications/products to the DOE Office of Scientific and Technical Information (OSTI) ensures dissemination of research results to the public as well as preservation of the results. The DOE form F4600.2, B. Scientific/Technical Reporting, has instructions for the DOE Energy Link (E-Link) system managed by OSTI. Scientific/technical reports and other STI products submitted under this award will be disseminated publicly on the Web via OSTI.GOV (<https://www.osti.gov>), unless the STI contains patentable material, protected data, or SBIR/STTR data, which must be indicated per instructions in DOE 4600.2.

c. Restrictions.

STI products submitted to the DOE via E-link must not contain any Protected Personally Identifiable Information (PII), classified information, information subject to export control classification, or other information not subject to release.

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-OE0000925."

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."

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.

INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

1. Intellectual Property Reporting

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

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

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

- Disclosing a subject invention, including anticipated uses and sales (use iEdison's Invention Report);
- Reporting publications, manuscript submissions, or other public disclosures concerning a subject invention (add documents to the Invention Report);
- If authorized by the award agreement, electing (or declining) to retain title to a subject invention (modify the Invention Report and input "Title Election Date" or "Not Elect Title Reason");

Disclosing the filing or termination of patent applications on a subject invention (i.e., patent applications disclosing or claiming a subject invention). Patent disclosures must be made (using iEdison's Patent Report) for filing the following patent applications:

- An initial domestic patent application (including provisional or non-provisional);

- A domestic divisional or continuation patent application;
- A domestic continuation-in-part application; and
- A foreign patent application.

Discontinuing prosecution of a patent application, maintenance of a patent, or defense in a patent reexamination or opposition proceeding, regardless of jurisdiction (modify the Patent Report); and,

Requesting an extension of time to:

- Elect (or decline) to retain title to a subject invention (modify the Invention Report); and
- File an initial domestic or foreign patent application (modify the Invention Report).

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

2. Invention Utilization Report

Submit to:	https://www.nist.gov/iedison
Submission deadline:	For each subject invention, reports are due annually once the recipient or subrecipient elects to retain title to the subject invention and must continue to be provided for 10 years thereafter

The recipient and subrecipient(s), if any, must provide Invention Utilization Reports in iEdison for any subject inventions made under the award.

- Reports are due one year after the disclosure date of each subject invention and must continue to be provided for 10 years after the date of disclosure.
- Failure to submit Invention Utilization Reports in a timely manner may result in forfeiture of the recipient's or subrecipient's rights in the subject inventions.

NATIONAL SECURITY: CLASSIFIABLE RESULTS ORIGINATING UNDER AN AWARD (DECEMBER 2014)

- This award is intended for unclassified, publicly releasable research. You will not be granted access to classified information. DOE/NNSA does not expect that the results of the research project will involve classified information. Under certain circumstances, however, a classification review of information originated under the award may be required. The Department may review research work generated under this award at any time to determine if it requires classification.
- Executive Order 12958 (60 Fed. Reg. 19,825 (1995)) states that basic scientific research information not clearly related to the national security shall not be classified. Nevertheless, some information concerning (among other things) scientific, technological, or economic matters relating to national security or cryptology may require classification. If you originate information during the course of this award that you believe requires classification, you must promptly:

1. Notify the DOE Project Officer and the DOE Award Administrator;
2. Submit the information by registered mail directly to the Director, Office of Classification and

Information Control, SO-10.2; U.S. Department of Energy; P.O. Box A; Germantown, MD 20875-0963, for classification review.

3. Restrict access to the information to the maximum extent possible until you are informed that the information is not classified, but no longer than 30 days after receipt by the Director, Office of Classification and Information Control.
- c. If you originate information concerning the production or utilization of special nuclear material (i.e., plutonium, uranium enriched in the isotope 233 or 235, and any other material so determined under section 51 of the Atomic Energy Act) or nuclear energy, you must:
 1. Notify the DOE Project Officer and the DOE Award Administrator;
 2. Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P. O. Box A; Germantown, MD 20875-0963 for classification review within 180 days of the date the recipient first discovers or first has reason to believe that the information is useful in such production or utilization; and
 3. Restrict access to the information to the maximum extent possible until you are informed that the information is not classified, but no longer than 90 days after receipt by the Director, Office of Classification and Information Control.
- d. If DOE determines any of the information requires classification, you agree that the Government may terminate the award with consent of the recipient in accordance with 2 CFR part 200.339(a)(3). All material deemed to be classified must be forwarded to the DOE, in a manner specified by DOE.
- e. If DOE does not respond within the specified time periods, you are under no further obligation to restrict access to the information.

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.

INSURANCE COVERAGE (DECEMBER 2014)

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds.

REAL PROPERTY (DECEMBER 2014)

Subject to the conditions set forth in 2 CFR Part 200.311, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.

The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR Part 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or passthrough entity. The instructions must provide for one of the following alternatives:

- a. Retain title after compensating the Federal awarding agency as described in 2 CFR Part 200.311(c)(1);

b. Sell the property and compensate the federal awarding agency as specified in CFR Part 200.311(c)(2); or

c. Transfer title to the Federal awarding agency or to a third Party designated/approved by the Federal awarding agency as specified in CFR Part 200.311(c)(3).

See 2 CFR Part 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award.

Also see 2 CFR Part 910.360 for amended requirements for Real Property for For-Profit recipients.

EQUIPMENT (December 2014)

Subject to the conditions provided in 2 CFR Part 200.313, title to equipment (property) acquired under a Federal award will vest conditionally with the non-Federal entity.

The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR Part 200.313 before disposing of the property.

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

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

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

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

Disposition will be made as follows: (a) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency; (b) Non-Federal entity may retain title or sell the equipment after compensating the Federal awarding agency as described in 2 CFR Part 200.313(e)(2); or (c) transfer title to the Federal awarding agency or to an eligible third Party as specified in CFR Part 200.313(e)(3).

See 2 CFR Part 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR Part 200.439 Equipment and other capital expenditures.

See 2 CFR Part 910.360 for amended requirements for Equipment for For-Profit recipients.

SUPPLIES (December 2014)

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

INTANGIBLE PROPERTY (DECEMBER 2014)

Title to intangible property (as defined in 2 CFR Part 200.59) acquired under a Federal award vests upon acquisition in the non-Federal entity. Intangible property includes trademarks, copyrights, patents and patent applications.

See 2 CFR Part 200.315 for additional requirements pertaining to intangible property acquired under a Federal award.

Also see 2 CFR Part 910.362 for amended requirements for Intellectual Property for For-Profit recipients.

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.

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

PROPERTY TRUST RELATIONSHIP (DECEMBER 2014)

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 Part 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

PERFORMANCE OF WORK IN UNITED STATES

The Recipient agrees that at least 90% of the direct labor cost for the project (including sub recipient labor) shall be incurred in the United States, unless the Recipient can demonstrate to the satisfaction of the Department of Energy that the United States economic interest will be better served through a greater percentage of the work being performed outside the United States.

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.

iii. 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

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:

- 1. Subawards, and
- 2. The total compensation of the five most highly compensated executives of any subrecipient.

b. 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.
- 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.

REQUIREMENT FOR RECIPIENTS TO ENSURE SUBRECIPIENTS HAVE A UNIQUE ENTITY IDENTIFIER.

(a) A recipient may not make a subaward to a subrecipient unless that subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.

(b) A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier as described in [paragraph \(a\)](#) of this section.

For the purposes of this part, **Recipient** means a non-Federal entity or Federal agency that received a Federal award. This term also includes a non-Federal entity who administers Federal financial assistance awards on behalf of a Federal agency.

For purposes of this term:

1. ***System for Award Management (SAM)*** means the Federal repository into which a recipient 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. ***Unique Entity Identifier*** means the identifier assigned by SAM to uniquely identify business entities.

3. ***Entity*** includes non-Federal entities as defined at [2 CFR 200.1](#) and also includes all of the following, for purposes of this part:

- a. A foreign organization;

- b. A foreign public entity;
- c. A domestic for-profit organization; and
- d. A Federal agency.

4. ***Subaward*** has the meaning given in [2 CFR 200.1](#).

5. ***Subrecipient*** has the meaning given in [2 CFR 200.1](#).

FINAL INCURRED COST AUDIT (December 2014)

In accordance with 2 CFR Part 200 as amended by 2 CFR Part 910, DOE reserves the right to initiate a final incurred cost audit on this award. If the audit has not been performed or completed prior to the closeout of the award, *DOE* retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

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.

CORPORATE FELONY CONVICTION AND FEDERAL TAX LIABILITY ASSURANCES (MARCH 2014)

By entering into this agreement, the undersigned attests that the National Association of Regulatory Utility Commissioners (NARUC) has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature.

The undersigned further attests that the National Association of Regulatory Utility Commissioners (NARUC) 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.

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES (JUNE 2015)

(1) By entering into this agreement, the undersigned attests that the National Association of Regulatory Utility Commissioners (NARUC) does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The undersigned further attests that the National Association of Regulatory Utility Commissioners (NARUC) does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

a. “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”

b. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

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

REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE (DECEMBER 2015)

a. General Reporting Requirement

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

b. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
2. Reached its final disposition during the most recent five year period; and
3. Is one of the following:
 - (A) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

- (C) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (D) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

d. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. Definitions

For purposes of this award term and condition:

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

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 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.

Subaward/Subcontract Change Notification

Except for sub awards 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 sub awards/subcontracts. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR 200, 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, Recipient documentation must, as a minimum, include the following:

- a. A description of the research to be performed, the service to be provided, or the equipment to be purchased;
- b. Cost share commitment letter if the subawardee is providing cost share to the award;
- c. Updated budget justification, budget pages;
- d. An assurance that the process undertaken by the Recipient to solicit the subaward/subcontract complies with their written procurement procedures as outlined in 2 CFR 200.318.
- e. 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;¹
- f. A completed Environmental Questionnaire, if applicable;
- g. An assurance that the subawardee/subcontractor is not a debarred or suspended entity; and
- h. 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 sub awards/subcontracts under this agreement, but the Recipient may not proceed with the sub award/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 sub award/subcontract documentation stipulated above, Recipient may proceed to award or modify the proposed sub award/subcontract.

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

FOREIGN NATIONAL PARTICIPATION (AUGUST 2021)

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of this award, the Recipient will be required to provide DOE with specific information about each foreign national to satisfy requirements for foreign national participation. A “foreign national” is defined as any person who is not a United States citizen by birth or naturalization. The volume and type of information collected may depend on various factors associated with the award. DOE concurrence may be required before a foreign national can participate in the performance of any work under this award.

Approval for foreign nationals from countries identified on the U.S. Department of State’s list of [State Sponsors of Terrorism](#) must be obtained from DOE before they can participate in the performance of any work under this award.

EXPORT CONTROL RESPONSIBILITIES (AUGUST 2021)

The Recipient shall comply with all applicable United States export control laws and regulations in the performance of this award and in the distribution and use of resulting work. The Recipient shall be responsible for obtaining the appropriate licenses or other approvals, for the shipment or transfer of export-controlled items, including technology, unless an exemption or exception applies. The Recipient shall also be responsible for obtaining the appropriate licenses or other approvals before authorizing access to any export-controlled items, including technology, by a foreign person or entity in the performance of this award. Under no circumstances may foreign entities (organizations, companies, or persons) receive access to export-controlled items, including technology, unless authorized pursuant to law or regulation.

The Recipient and all subrecipients throughout the award period of performance will maintain formal export control management programs sufficient to support all project activities. The Recipient shall be responsible for oversight of all subrecipients to assure the adequacy of their formal export control management programs.

The Recipient shall immediately report to DOE any export control violations under this award, at the prime or subrecipient level, and the corrective action(s) that will be taken to prevent future violations. The Recipient must notify DOE when an export-controlled item, including technology, is identified for use in this award. Additionally, the Recipient shall provide DOE with sufficient advanced notification of any export control considerations which may require implementation by DOE of export control mitigation measures.

The Recipient shall ensure that the provisions of this term be included in any subaward and in any applicable contractual agreement(s) associated with this award.

FOREIGN GOVERNMENT-SPONSORED TALENT RECRUITMENT PROGRAM PROHIBITION (NOVEMBER 2020)

Recipients of DOE financial assistance awards and project participants are prohibited from participating in certain foreign-government sponsored talent recruitment programs. The purpose of this prohibition is to ensure the protection of U.S. competitive and national security interests and DOE program objectives; prevent potential conflicts of interest; and limit unauthorized transfers of scientific and technical information.

Recipients of financial assistance awards may be required to submit disclosures and/or certifications to ensure compliance with the prohibition; individual certifications and/or disclosures may be required for the Recipient and certain project participants (at the recipient, subrecipient, and contractor levels). Further, to exercise due diligence, Recipients of a financial assistance awards may be required to submit updated disclosures and/or certifications during the life of the award to ensure that neither they nor certain

project participants (at the recipient, subrecipient, and contractor levels) are participating in certain foreign government-sponsored talent recruitment programs.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCTOBER 2020)

Recipients and subrecipients are prohibited from obligating or expending federal funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

IMPLEMENTATION OF EXECUTIVE ORDER 13798, PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY (NOVEMBER 2020)

States, local governments, or other public entities may not condition sub-awards in a manner that would discriminate, or disadvantage sub-recipients based on their religious character.

Federal Subaward Reporting System (FSRS)

Submit to:	https://www.fsrs.gov/
Submission deadline:	The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to \$30,000.

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

The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-award greater than or equal to \$30,000

NOTICE TO RECIPIENTS (PRIME RECIPIENTS AND SUBRECIPIENTS) REGARDING PROTECTED DATA, LIMITED RIGHTS DATA AND PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

I. PROTECTED DATA AND LIMITED RIGHTS DATA

The recipient is required to mark protected data and limited rights data in accordance with the IP clause set of the award agreement. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. § 552) or otherwise.

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

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

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

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

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

SPECIAL STATUS REPORTS

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

The 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.

The prime recipient is required to report the following events to DOE:

1. 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.
2. Any notices or claims of patent or copyright infringement arising out of or relating to the performance of the DOE award;
3. Refusal of a subrecipient to accept flow down requirements in the Special Terms and Conditions and/or any Attachment to the DOE award;
4. Potential or actual violations of federal, state, and municipal laws arising out of or relating to work under the award;
5. Any improper claims or excess payments arising out of or relating to work under the award;
6. Potential or actual violations of the cost share requirements under the award;
7. Potential or actual noncompliance with DOE reporting requirements under the award;

8. Potential or actual violations of the lobbying restrictions in the award;
 9. Potential or actual bankruptcy/insolvency of the prime recipient or subrecipient;
 10. Potential or actual violation of U.S. export control laws and regulations arising out of or relating to the work under the award;
 11. Any fatality or injuries requiring hospitalization arising out of or relating to work under the award;
 12. Potential or actual violations of environmental, health, or safety laws and regulations, any significant environmental permit violation, and any incident which causes a significant process or hazard control system failure;
 13. Any event which is anticipated to cause a significant schedule slippage or cost increase;
 14. Any damage to Government-owned equipment in excess of \$50,000;
 15. Developments that have a significant favorable impact on the project; and,
- Any incident arising out of or relating to work under the award that has the potential for high visibility in the media.

II. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

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

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

CURRENT AND PENDING SUPPORT

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within thirty (30) calendar days only when there is a change to Current and Pending Support (i.e., new PI or senior/key personnel join the project or there are changes to previously submitted current and pending disclosures for this Award)

Prior to award, the Recipient was required to provide current and pending support disclosure statements for each principal investigator (PI) and senior/key personnel, at the recipient and subrecipient level, regardless of funding source. Throughout the life of the award, the Recipient must submit current and pending support disclosure statements and a CV or Biosketch for any new PI and senior/key personnel at the recipient and subrecipient level, added to the project funded under this Award within thirty (30) days of the individual joining the project. In addition, if there are any changes to current and pending support disclosure statements previously submitted to DOE, the Recipient must submit updated current and pending disclosure statements within thirty (30) days of the change. The Recipient must ensure all PIs and senior/key personnel at the recipient and subrecipient level, are aware of the requirement to submit updated current and pending support disclosure statements to DOE.

If there has been a change that would prompt the submission of a new or updated current and pending support disclosure, the instructions to complete the new or updated disclosure is listed below.

Current and pending support is intended to allow the identification of potential duplication, overcommitment, potential conflicts of interest or commitment, and all other sources of support. All PIs and senior/key personnel at the recipient and subrecipient level must provide a list of all sponsored activities, awards, and appointments, whether paid or unpaid; provided as a gift with terms or conditions or provided as a gift without terms or conditions; full-time, part-time, or voluntary; faculty, visiting, adjunct, or honorary; cash or in-kind; foreign or domestic; governmental or private-sector; directly supporting the individual's research or indirectly supporting the individual by supporting students, research staff, space, equipment, or other research expenses. All foreign government-sponsored talent recruitment programs must be identified in current and pending support.

For every activity, list the following items:

- The sponsor of the activity or the source of funding.
- The award or other identifying number.
- The title of the award or activity. If the title of the award or activity is not descriptive, add a brief description of the research being performed that would identify any overlaps or synergies with the proposed research.
- The total cost or value of the award or activity, including direct and indirect costs and cost share. For pending proposals, provide the total amount of requested funding.
- The award period of performance (start date – end date).
- The person-months of effort per year being dedicated to the award or activity.
- Identify any overlap, duplication of effort, or synergistic efforts, with a description of the other award or activity to the current and pending support.
- Details of any obligations, contractual or otherwise, to any program, entity, or organization sponsored by a foreign government must be provided to DOE.

All PIs and senior/key personnel must provide a separate disclosure statement listing the required information above regarding current and pending support. The individual must sign and date their respective disclosure statement and include the following certification statement:

I, [Full Name and Title], certify to the best of my knowledge and belief that the information contained in this Current and Pending Support Disclosure Statement is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I

further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

The information may be provided in the format approved by the National Science Foundation (NSF), which may be generated by the Science Experts Network Curriculum Vita (SciENcv), a cooperative venture maintained at <https://www.ncbi.nlm.nih.gov/sciencv/>, and is also available at <https://www.nsf.gov/bfa/dias/policy/nsfapprovedformats/cps.pdf>. The use of a format required by another agency is intended to reduce the administrative burden to researchers by promoting the use of common formats. If the NSF format is used, the individual must still include a signature, date, and a certification statement using the language included in the paragraph above.

SINGLE AUDIT: STATES, LOCAL GOVERNMENT, TRIBAL GOVERNMENTS, INSTITUTION OF HIGHER EDUCATION (IHE), OR NON-PROFIT ORGANIZATION

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

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

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

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

The single audit report shall include audited financial statements.

ANNEX II: Invoice and Reporting Template

INVOICE

To: *NARUC Attn:*
From: *Consultant Name*
Consultant Address

NARUC Project Number:
Project Title:
Invoice Date:
Billing Period Covered by Invoice:
Invoice No.:
Current Invoice Amount:

Description of Work during the Period:

Deliverables Submitted:

Next Steps & Anticipated Milestones:

Cost Summary:

By Task	Current request	Cumulative total to date	Total budgeted amount
Labor by category (hours x hourly rate)	\$	\$	\$
Other Direct Expenses	\$	\$	\$
Indirect Expenses	\$	\$	\$
% of Task & Budget Completed to Date	%	%	

ANNEX III: Budget Template

Please complete the attached excel file: <NARUC-2023-RFP135-DE0925 ANNEX III Budget Template.XLSX>