



N A R U C
National Association of Regulatory Utility Commissioners

Request for Proposals

NARUC Clean Coal and Carbon Management White Paper on Coal-to-Hydrogen Opportunities and Challenges

Solicitation Number: NARUC-2021-RFP109-FE7486

Released: January 7, 2021

Expressions of Interest Due: January 21, 2021

Responses Due: January 28, 2021

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 *DOE* Mandatory Requirements and Standard Provisions (Annex I).

I. Introduction and Background Information

With funding support from the U.S. Department of Energy (*DOE*), Office of Fossil Energy (FE), the National Association of Regulatory Utility Commissioners (*NARUC*) plans to develop a white paper on Coal-to-Hydrogen Opportunities and Challenges for State Utility Regulators. The white paper will be distributed to State Utility Regulators to use in support of their efforts to ensure safe, reliable, resilient energy services for their states. In addition, the white paper will be accessible to other energy stakeholders such as federal regulators, utilities, environmental advocates, state legislators, state energy officials, and others.

This white paper will serve as a tool for State Utility Regulators and should achieve the following objectives:

- Discuss coal-to-hydrogen production in the context of the U.S. hydrogen market and discuss the state of various hydrogen production technologies;
- Summarize present and forecasted demand for hydrogen in energy, transportation, and industrial sectors;
- Provide an overview of environmental, economic, and infrastructure challenges to greater coal-to-hydrogen production; and
- Highlight U.S. Department of Energy priorities for coal-to-hydrogen research and development.

In future years, *NARUC* will continue to monitor developments in coal-to-hydrogen and summarize relevant information for State Utility Regulators in trainings, webinars, and/or follow-up white papers as appropriate. The importance of carrying out this work collaboratively with states and other stakeholders is key, as this approach will ensure that the final products are widely accepted and adopted.

II. Objective

The overall objective of this consultancy is to provide technical assistance and support to draft, revise, finalize, and publish a white paper on coal-to-hydrogen opportunities and challenges, particularly focused on providing guidance and support to State Utility Regulators. The white paper must be written for non-technical audiences within public utility commissioners. Technical terms should be clearly defined either throughout the paper or in a separate glossary. The *Consultant* is encouraged to make use of graphics to explain technical terms. A stand-alone executive summary should also be produced, distilling key points from the longer white paper.

III. Approach

The *Consultant* will support *NARUC*'s work in coal-to-hydrogen research and technical assistance for State Utility Regulators. *NARUC* has developed a draft outline of the white paper, incorporating feedback from Federal and State stakeholders. The *Consultant* should use the outline as a starting point in drafting the white paper, although *NARUC* invites the *Consultant* to propose revisions to the outline to *NARUC*. The outline is available as Annex IV.

The *Consultant* will be asked to collaborate with and receive feedback from the members of *NARUC*'s Subcommittee and Staff Subcommittee on Clean Coal and Carbon Management,

particularly members who have volunteered to participate as reviewers. The State Utility Regulators and state commission staff working on this topic in their states will provide input to support development of a more valuable and complete final product. Any collaboration will be coordinated by *NARUC* Center for Partnerships & Innovation staff.

The *Consultant* will produce one written report (multiple drafts) and give two presentations of findings over the course of the technical assistance, as outlined below.

The *Consultant* is expected to complete the tasks below in close coordination with *NARUC*, and, as appropriate, *DOE*. All deliverables are to be completed and submitted by the *Consultant*.

IV. Statement of Work, Timeline and Expected Deliverables

NARUC is seeking to engage a *Consultant* (either an organization or independent consultant) for various expert services and tasks as described below. It is envisioned that this project will be initiated in March 2021 and conclude in September 2021.

Task 1 will provide a draft white paper to *NARUC* on coal-to-hydrogen opportunities and challenges. Task 2 will distribute the paper for review and give the *Consultant* time to incorporate feedback into a final draft due under Task 3. Task 4 includes opportunities for the *Consultant* to present interim findings from the white paper to State Utility Regulators and other stakeholders at *NARUC*'s Summer Policy Summit on July 18 – 21, 2021, and virtually through conference calls or webinars as appropriate. Steps and timelines for the development of these products are outlined below. The *Consultant* will coordinate closely and work at the direction of the *NARUC* Center for Partnerships & Innovation Staff on all task activities.

TASK 1: DRAFT WHITE PAPER ON COAL-TO-HYDROGEN

Expected Deadlines for Product Delivery	Activity Description / Deliverables
May 2021	<p>The <i>Consultant</i> will research and draft a white paper that can help a State Utility Regulator understand issues around coal-to-hydrogen production, transportation, storage, and end uses. The <i>Consultant</i> will build from the outline developed and approved by <i>NARUC</i> members and <i>DOE</i>.</p> <p>The <i>Consultant</i> will submit a draft white paper to <i>NARUC</i> within 90 days of the start of the period of performance.</p>

TASK 2: CONDUCT OUTREACH AND GATHER COMMENTS FROM REVIEWERS

Expected Deadlines for Product Delivery	Activity Description / Deliverables
June 2021	The <i>Consultant</i> will work collaboratively with <i>NARUC Center for Partnerships & Innovation Staff</i> to identify a review committee comprised of members of <i>NARUC's</i> Subcommittee on Clean Coal and Carbon Management and Staff Subcommittee on Clean Coal and Carbon Management, <i>DOE</i> staff, and others. <i>NARUC</i> will distribute the Task 1 draft to reviewers for comment once <i>NARUC</i> deems the draft ready for member review.
July 2021	Reviewers will provide comments on the <i>Consultant's</i> draft white paper, which the <i>Consultant</i> will consolidate. The <i>Consultant</i> will share a summary of reviewer comments with <i>NARUC</i> and indicate how these will be addressed.

TASK 3: ADOPTION OF REVIEWER COMMENTS AND FINALIZATION OF WHITE PAPER

Expected Deadlines for Product Delivery	Activity Description / Deliverables
August 2021	The <i>Consultant</i> will revise the draft paper based on comments from Task 2 reviewers. The <i>Consultant</i> will deliver a final draft to <i>NARUC</i> by August 30, 2021.
September 2021	Following acceptance of the deliverable by <i>DOE</i> , <i>NARUC</i> will copyedit, design, and publish the final white paper. <i>NARUC</i> will post the white paper online at www.naruc.org with accompanying press release, social media posts, and other outreach.

TASK 4: DISSEMINATION TO NARUC MEMBERSHIP	
Expected Deadlines for Product Delivery	Activity Description / Deliverables
September 2021	<p><i>NARUC</i> and the <i>Consultant</i> will work collaboratively to disseminate the white paper to State Utility Regulators and other stakeholders. The <i>Consultant</i> should be available to provide up to two summary presentations of the white paper to State Utility Regulators and others via webinar.</p> <p>The <i>Consultant</i> will present draft conclusions from the white paper to members of <i>NARUC's</i> Subcommittee on Clean Coal and Carbon Management and Staff Subcommittee on Clean Coal and Carbon Management during a virtual webinar in July 2021. The <i>Consultant</i> should also plan to present the white paper's final conclusions in a <i>NARUC</i>-hosted webinar, open to members and the general public, in September 2021.</p>

OTHER REPORTING REQUIREMENTS	
Due: Monthly, on the 5 th day of the following month	The <i>Consultant</i> will submit monthly invoices to <i>NARUC</i> , summarizing activities undertaken during the month. The <i>Consultant's</i> monthly invoice and progress reports will be in accordance with the template in Annex II, Sample 1.

V. Period of Performance

This project is estimated to last from March 1, 2021 – September 30, 2021.

VI. 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 and sub-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 statement of work, Section IV of the RFP. Any travel must be pre-approved by *NARUC* and costs will be reimbursed via reimbursement authorization for travel (RAFT) form in accordance with Federal Travel Regulations and guidelines.

The consultant does not need to budget for travel costs in light of uncertainty surrounding travel during the COVID-19 pandemic. 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) offer 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**

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 the execution of a contract.

VII. Grant Requirements

The work for this Request for Proposals (RFP) will be undertaken as part of the U.S. Department of Energy (DOE) Cooperative Agreement, DE-FE0027486, with NARUC. DOE 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 Office of Management and Budget (OMB) Circular A-133 and Applicable “Standard Provisions for Non-US Non-governmental Sub-grantees” and mandatory requirements included in Annex I.

VIII. Responding to the RFP

Please submit initial expression of interest (EOI) by January 21, 2021 to Jasmine McAdams, jmcadams@naruc.org.

Please submit responses to the RFP to Jasmine McAdams, jmcadams@naruc.org by e-mail. **RFP responses are due no later than 11:59 pm EST on January 28, 2021.** All questions regarding the RFP should be directed to NARUC by email to Jasmine McAdams, jmcadams@naruc.org.

Please limit your description of relevant experience and narrative addressing the proposed approach and treatment of the project tasks and sub-tasks to no more than eight (8) pages. Responses shall fully address the following:

- Cover letter (not included in page limit)
- Resume(s) of staff expected to work on the project (not included in page limit)
- Proposed budget, using template provided in Annex III (not included in page limit)
- Description of relevant experience (counts towards page limit)
- Proposed approach and proposed treatment of the tasks and sub-tasks with a view toward expected deliverables (counts towards page limit)

IX. Consultant Selection & Evaluation Criteria – Required Qualifications

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

- Direct regulatory experience or experience working with state utility regulators
- Availability
- Competitive budget proposal
- Relevant experience and energy sector work on coal and/or hydrogen
- Quality of academic and professional experience in relevant fields
- Strong oral and written communication skills

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

Technical Experience and Applicant Qualifications (30% of total score)

1. Relevant experience in proposed topics and work in energy regulatory sector, particularly with state utility commissions.
2. Adequate level of technical knowledge to meet the demands of the project.
3. Quality of academic and professional experience in relevant field.

Proposed Approach for Implementation (40% of total score)

1. Proposal responds to the outlined topics in the RFP.
2. Ability to identify technical assistance needs and information gaps to help regulators move from their current status towards goals and results.
3. Existing resources / consultant availability to meet needs of rapid deployment.
4. Overall quality and professionalism of the proposal (well written, structured and organized) and materials provided in the format requested.

Budget (30% of total score)

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

ANNEX I: Additional Flow Down Requirements Applicable to the Subaward

Department of Energy (DOE) Cooperative Agreement, DE-FE0027486

REPORTING REQUIREMENTS

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, *DOE F 4600.2*, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.
- b. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the *DOE* Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the *DOE* Energy Citations Database (www.osti.gov/energycitations).
- c. Restrictions. Reports submitted to the *DOE* Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

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-FE0027486**".

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

- a. The intellectual property provisions applicable to this award are provided as an attachment to this award or are referenced on the Assistance Agreement Face Page. A list of all intellectual property provisions may be found at <http://energy.gov/gc/standard-intellectual-property-ip-provisions-financial-assistance-awards>
- b. Questions regarding intellectual property matters should be referred to the *DOE* Award Administrator and the Patent Counsel designated as the service provider for the *DOE* office that issued the award. The IP Service Providers

List is found at <http://energy.gov/gc/downloads/intellectual-property-ip-service-providers-acquisition-and-assistance-transactions>

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.

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.

INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

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

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

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

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

PERFORMANCE OF WORK IN UNITED STATES

The Recipient agrees that at least 90% of the direct labor cost for the project (including subrecipient 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

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>.)

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:

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

1. A description of the research to be performed, the service to be provided, or the equipment to be purchased;
2. Cost share commitment letter if the subawardee is providing cost share to the award;
3. An assurance that the process undertaken by the Recipient to solicit the subaward/subcontract complies with their written procurement procedures as outlined in 2 CFR 200.318.
4. An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subawardee/subcontractor and that the Recipient's written standards of conduct were followed;¹
5. A completed Environmental Questionnaire, if applicable;
6. An assurance that the subawardee/subcontractor is not a debarred or suspended entity; and
7. An assurance that all required award provisions will be flowed down in the resulting subaward/subcontract.

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

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subaward/subcontract documentation stipulated above, Recipient may proceed to award or modify the proposed subaward/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 subawardee's/subcontractor's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subaward or subcontract does not create an actual conflict of interest. Recipients must also notify the Contracting Officer of any new subcontract or subaward 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 INVOLVEMENT

The Recipient may be required to provide information to the Department of Energy (DOE) in order to facilitate our responsibilities associated with foreign national access to DOE sites, information, technologies, equipment,

programs, or personnel. Foreign national is defined as any person who was born outside the jurisdiction of the United States, is a citizen of a foreign government, and has not been naturalized under U.S. law. If the Recipient, including subrecipients/contractors, anticipates utilizing a foreign national in the performance of an award, the Recipient may be responsible for providing to the DOE specific information about the foreign national(s) to ensure compliance with all of the requirements for access approval. Access approval for individuals from countries identified on the U.S. Department of State list of State Sponsors of Terrorism must receive final approval authority from the Secretary of Energy before they can commence work.

ANNEX II: Sample Monthly Invoice and Progress Report

To: NARUC/Attn: Jasmine McAdams
From: *Consultant Name*
Project: NARUC-2021-RFP109-FE7486
NARUC Clean Coal and Carbon Management White Paper on Coal-to-Hydrogen Opportunities and Challenges
Invoice Date:
Billing Period Covered by Invoice:
Invoice Number:
Current Invoice Amount:

A. Narrative

Description of Work during the Period:

Deliverables Submitted:

Constraints:

Next Steps & Anticipated Milestones:

Cost Summary

B. Budget Reporting

	Cumulative total to date	Total budgeted amount
Task 1: Draft White Paper on Coal-To-Hydrogen Opportunities and Challenges		
Labor	\$	\$
Other Direct Expenses	\$	\$
% of Task completed to date	%	
TASK 2: Conduct Outreach and Gather Comments from Reviewers		
Labor	\$	\$
Other Direct Expenses	\$	\$
% of Task completed to date	%	
Task 3: Adoption of Reviewer Comments and Finalization of White Paper		
Labor	\$	\$
Other Direct Expenses	\$	\$
% of Task completed to date	%	
Task 4: Dissemination to NARUC Membership		
Labor	\$	\$

Other Direct Expenses	\$	\$
% of Task completed to date	%	

ANNEX III: Budget Template

Please complete and submit the completed budget template as an excel document as provided by email (do not convert to PDF). Budget does not count towards page limit.

See file NARUC-2021-RFP109-FE7486 Annex III Budget Template_RFP.XLS.

ANNEX IV: DRAFT OUTLINE

Coal-to-Hydrogen Opportunities and Challenges: Coal's Potential Role in the Growing Hydrogen Market

1. Executive Summary
2. Overview and definitions
 - a. Relevance to public utility regulators
 - b. Blue hydrogen (vs. green, brown, grey, pink)
 - c. Gasification, syngas, synthetic gas
 - d. Suitability of various U.S. coal types for hydrogen production
 - e. Benefits of coal-to-hydrogen production: use of abundant domestic resource, economic benefits to coal producing communities, more mature technology than newer renewable electrolysis or photosynthetic H₂ production
3. Coal availability, hydrogen demand, and decarbonization potential in the U.S.
 - a. Heat source for industrial processes
 - b. Ammonia production
 - c. Transportation fuel
 - d. Hydrogen fuel cells / electricity generation
4. Challenges, barriers, and current efforts to overcome
 - a. Emissions: improving CCUS technology to produce low / zero-carbon H₂ from coal
 - b. Economics: integrating a gasifier with existing gas-fired industrial process
 - c. Infrastructure: Production, transportation, and storage infrastructure needs: leveraging existing infrastructure and facilitating increased capacity
 - d. Utility regulation: Where / how might coal-to-hydrogen fit within a utility regulator's portfolio
 - e. Within each topical sub-section: How DOE's hydrogen strategy and research portfolio is addressing these needs; what gaps remain
5. Areas of further research, uncertainties, and conclusion
 - a. Restatement of key points
 - b. Regulatory considerations for state utility regulators overseeing hydrogen expenditures
 - c. Questions for future NARUC research and discussion