

Dane County Contract Cover Sheet

Revised 06/2021

RES 150
Significant

Dept./Division	Office of Energy & Climate Change		
Vendor Name	Slipstream	MUNIS #	24684
Brief Contract Title/Description	Research associated with DOE project to replace windows/upgrade lighting in CCB		
Contract Term	September 2021 - August 2024		
Contract Amount	\$ 162,674.00		

Contract # Admin will assign	14435
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Kathy Kuntz	Name	Slipstream
Phone #	608-283-1477	Phone #	608.249.9322
Email	Kuntz.kathryn@countyofdane.com	Email	
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input checked="" type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org: OECC	Obj: NEW	Proj:	\$ 162,674.00
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	150
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Year	2021
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Kuntz, Kathryn	Digitally signed by Kuntz, Kathryn Date: 2021.08.24 15:40:51 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
<i>Greg Brockmeyer</i>	<i>David Gault</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 8/24/21	Date Out:	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, August 25, 2021 10:39 AM
To: Hicklin, Charles; Gault, David; Lowndes, Daniel; Patten (Purchasing), Peter
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14435
Attachments: 14435.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 8/25/2021 11:21 AM	Approve: 8/25/2021 11:21 AM
	Gault, David	Read: 8/25/2021 12:25 PM	Approve: 8/25/2021 12:26 PM
	Lowndes, Daniel	Read: 8/25/2021 10:49 AM	Approve: 8/25/2021 10:49 AM
	Patten (Purchasing), Peter		Approve: 8/25/2021 11:18 AM
	Stavn, Stephanie	Read: 8/25/2021 10:57 AM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14435

Department: Office of Energy & Climate Change

Vendor: Slipstream

Contract Description: Conduct Research to Measure Energy Usage & Occupant Comfort related to the Upgrade of Windows & Lighting in the City-County Building (Res 150)

Contract Term: 9/1/21 – 8/31/2024

Contract Amount: \$162,674.00

Thanks much,
Michelle

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please note: I am currently working a modified schedule in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

APPROVING CONTRACT WITH SLIPSTREAM FOR US DEPARTMENT OF ENERGY PROJECT UPGRADING WINDOWS & LIGHTING CONTROLS AT THE CITY-COUNTY BUILDING

Dane County Office of Energy & Climate Change (OECC) is seeking authority to accept a \$981,998 research grant from the US Department of Energy (DOE) which will fund a joint Dane County-City of Madison-Slipstream energy efficiency effort to upgrade windows and lighting controls in the suites on the Martin Luther King, Jr., Boulevard façade of the City County Building. This is a three-year project that will measure and document the associated energy savings and related benefits as part of the DOE's Building Technologies Office.

Under the project we are proposing to replace windows in the suites on floors one through five on the Martin Luther King, Jr. Boulevard side of the CCB. The same suites will get lighting controls that maximize energy savings associated with the new high efficiency windows. As a requirement of the DOE funding, we will couple the project with a rigorous research methodology where Slipstream Group Inc. (Slipstream) will measure energy usage and occupant comfort both before and after the project, creating a detailed technical report for DOE as well as various outreach materials. This project—focused on upgrading windows in an aging public facility—will give Dane County and the City of Madison insights that enable us to address the remaining CCB facades as well as other older facilities. The project will also give us insights that can help us address the remaining CCB windows—and windows in other older buildings—in subsequent budget cycles.

The research Slipstream is doing will showcase findings from the CCB, providing yet another example of how Dane County is leading on clean energy solutions.

The Dane County contract with Slipstream Group Inc. begins now and ends in August 2024.

The Dane County contract with Slipstream is for \$162,674 with Slipstream providing \$18,000 of match for a total of \$180,674. Under the contract Slipstream will:

- Measure baseline energy use in all affected suites for three to six months prior to the installation of the upgrades
- Measure energy use in all affected suites for three to six months after the installation of the upgrades
- Survey suite occupants regarding comfort and other related issues before and after the upgrades
- Work with CCB staff to test the potential for the upgrades to reduce demand charges at CCB
- Write a research report based on the findings
- Develop a case study and slide deck that help to disseminate the findings in coordination with Dane County staff

NOW, THEREFORE, BE IT RESOLVED that the Contract be awarded to Slipstream Group Inc. and that the County Executive and the County Clerk are hereby authorized to sign the contract with Slipstream Group Inc. and to execute the contract.

DANE COUNTY CONTRACT # 14435

Revised 06/2021



Department: OECC
Provider: Slipstream Group
Expiration Date: August 31, 2024
Maximum Cost: \$162,674

Registered Agent (if applicable): N/A
Registered Agent Address: N/A

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Slipstream Group Inc. (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 210 Martin Luther King Jr. Blvd. Room 421, Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of research associated with a window and lighting controls project at the City County Building; and

WHEREAS PROVIDER, whose address is 431 Charmany Dr., Madison, WI 53719, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES:

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be

- deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- D. No portion of funds under this Agreement may be used to support or advance religious activities.
 - E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
 - F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
 - 3. failure of PROVIDER to comply with reporting requirements contained herein.
 - 4. inability of PROVIDER to perform the work provided for herein.

- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE & INDEMNIFICATION:

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's

insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. ~~Environmental Impairment (Pollution) Liability~~

~~If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.~~

5. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

6. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve

component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

- A. Reporting of Adverse Findings

During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process

PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement

PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. CONTROLLING LAW AND VENUE:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. LIMITATION OF AGREEMENT:

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XVI. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

XVII. COUNTERPARTS:

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and

whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. REGISTERED AGENT:

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

- A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

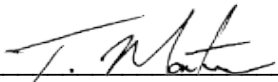
FOR PROVIDER:



Frank Greb
Slipstream President and CEO

8/25/2021

Date



Timothy Mathison
Slipstream Secretary

8/25/2021

Date

* * *

FOR COUNTY:

Joseph T. Parisi
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

* [print name and title, below signature line of any person signing this document]

SCHEDULE A

Scope of Services

- I. PROVIDER shall complete the following services for County in accordance with the deadlines below:**

Budget Period 1: June 1, 2021 – May 31, 2022

Task 1. Retrofit Design

Subtask 1.1: Research Window Retrofit Options. PROVIDER will support COUNTY researching cutting edge window retrofits, focusing on thin triple pane varieties.

Milestone 1.1: PROVIDER will support development of window specifications to be used in bid documents.

Subtask 1.2: Research Lighting Retrofit Options. PROVIDER will support COUNTY researching cutting edge lighting retrofits, focusing on light emitting diode (LED) products with advanced lighting controls.

Milestone 1.2: PROVIDER will support development of lighting specifications to be used in bid documents.

Subtask 1.3. Design. PROVIDER will support COUNTY working with designers to finalize the retrofit design, including windows, lighting (where applicable) and lighting controls. The PROVIDER will support COUNTY development of control and window specifications to be included in the bid documents.

Milestone 1.3: PROVIDER will support window and lighting retrofit design.

Subtask 1.4. Bid. PROVIDER will support COUNTY in selecting contractor(s) and define project timeline.

Milestone 1.4: PROVIDER will support contractor(s) selection and defining retrofit timeline.

Task 2. Pre-Retrofit Measurement and Verification

Subtask 2.1. Plan M&V and install M&V equipment. Based on the retrofit design, PROVIDER will prepare an M&V plan for the test site. Once finalized, PROVIDER will procure necessary additional M&V instruments or recalibrate existing instruments. This will occur before M&V equipment setup and installation at the field test site. PROVIDER will additionally confirm or set up trending of relevant BAS points. The measurements will cover the lighting power and HVAC equipment energy as well as comfort-related variables such as space temperature, carbon dioxide, relative humidity and light levels in the spaces.

Milestone 2.1: PROVIDER will create comprehensive M&V plan that is consistent with the demonstration plans. PROVIDER will submit M&V plan to DOE National Lab partner for review.

Subtask 2.2. Pre-Retrofit Monitoring. PROVIDER will monitor the site for six to nine months to determine energy performance, impact on the indoor environment and any other non-energy factors. This six to nine-month span will include portions of the cooling and heating seasons

before the retrofit. PROVIDER will administer pre-retrofit occupant and owner satisfaction surveys, for both continuous improvement and dissemination testimonials. PROVIDER will target a minimum of 50% response rate of occupant surveys.

Milestone 2.2.1: PROVIDER will ensure that adequate cooling season pre-retrofit data is being collected. Data will be submitted to DOE National Lab partner for third party review by PROVIDER.

Milestone 2.2.2: PROVIDER will ensure that adequate heating season pre-retrofit data is being collected. Data will be submitted to DOE National Lab partner for third party review by PROVIDER.

Milestone 2.2.3: PROVIDER will work with COUNTY and City of Madison to administer pre-retrofit surveys. Data will be submitted to DOE National Lab partner for third party review by PROVIDER.

Budget Period 1 Go/No-Go Decision Point: At the end of the first budget period all pre-retrofit data for both heating and cooling seasons will be collected and submitted for third party review by the PROVIDER.

Budget Period 2: June 1, 2022 – May 31, 2023

Task 3. Installation and Commissioning

Subtask 3.1. Installation. PROVIDER will support COUNTY overseeing installation in their spaces, managing contractors for installation and coordinating with occupants.

Milestone 3.1: Installation complete.

Subtask 3.2. Commissioning. PROVIDER will support COUNTY overseeing commissioning to ensure systems are maximizing energy savings, to ensure satisfied occupants and to enhance performance persistence.

Milestone 3.2: Commissioning complete.

Task 4. Post-Retrofit Measurement and Verification

Subtask 4.1. Post-Retrofit Monitoring. PROVIDER will adjust any monitoring to capture the updated system's post-retrofit configuration. PROVIDER will continue monitoring for a similar six-to-nine-month period as was monitored pre-retrofit, including portions of the cooling and heating seasons after the retrofit. PROVIDER will re-administer occupant and owner satisfaction surveys. The Team will target a minimum of 50% response rate of occupant surveys.

Milestone 4.1.1: PROVIDER will ensure that adequate heating season post-retrofit data is being collected. Data will be submitted to National Lab partner for third party review by PROVIDER.

Milestone 4.1.2: PROVIDER will work with COUNTY and City of Madison to administer post-retrofit surveys. Data will be submitted to National Lab partner for third party review by PROVIDER.

Milestone 4.1.3: PROVIDER will ensure that adequate cooling season post-retrofit data is being collected. Data will be submitted to National Lab partner for third party review by PROVIDER.

Subtask 4.2. Demand Response Testing. PROVIDER will prepare field test plans. The test plan will focus on instigating different levels and durations of demand response (DR) events to the lighting system and measuring power impacts during and after the events to see if any "rebounding effect" will occur. The demand profile during the DR events will be compared to

demand profiles during periods without DR events. PROVIDER will also conduct occupant surveys for visual comfort and tolerance levels during DR events. PROVIDER will target a minimum of 50% response rate of occupant surveys.

Milestone 4.2.1: Demand response data collection complete. Data will be submitted to National Lab partner for third party review by PROVIDER.

Milestone 4.2.2: PROVIDER will work with COUNTY and City of Madison to administer DR surveys. Data will be submitted to DOE National Lab partner for third party review by PROVIDER.

Subtask 4.3. Data Analysis. PROVIDER will condition the gathered data, filtering for outliers and data gaps. PROVIDER will use weather normalization to map both the pre- and post-retrofit data onto a Typical Meteorological Year. PROVIDER will compare pre- and post-retrofit estimates to calculate energy and demand impacts. PROVIDER will quantify DR demand impacts and also analyze annual energy savings on a time dependent basis, including marginal costs and emissions to understand the retrofit's grid-interactive efficient buildings (GEB) impact. PROVIDER will calculate the project's cost effectiveness using the actual project costs. At the end of the post-retrofit monitoring period, the M&V equipment will be uninstalled from the field test sites. PROVIDER will additionally pull in results from other research projects that have demonstrated components of the technology package. These projects will include, among others:

- LED retrofits with Advanced Lighting Controls
 - Department of Defense Environmental Security Technology Certification Program (DoD ESTCP)
 - Cree SmartCast Lighting Retrofit Demonstration: LED Fixtures and Controls for Advanced Holistic Lighting Solutions, Slipstream
 - Validating the Digital Lumens LED Lighting Control Retrofit, Fraunhofer USA
 - Intelligent Building Management with Holistic Digital Lighting, Honeywell
 - DOE
 - Lighting Technology Energy Solutions Program, NextEnergy
 - General Service Administration
 - Evaluation of Advanced Lighting Control Systems in a Working Office Environment, PNNL
- Integrating Lighting and HVAC Controls
 - DoD ESTCP
 - Integrated Controls Package for High Performance Interior Retrofit, Slipstream
 - ESTCP
 - Intelligent Building Management with Holistic Digital Lighting, Honeywell
 - National Grid
 - Comprehensive Networked Lighting Controls, Slipstream
- Lighting Demand Response
 - DOE
 - Technology analysis and validation of integrating connected lighting, automated shades, and intelligent energy storage to provide grid-interactive flexible building loads, Slipstream

Milestone 4.3: Quality control data from M&V equipment, BAS trends, and occupant comfort surveys. DOE reviews data set.

Budget Period 2 Go/No-Go Decision Point: At the end of the budget period, window, lighting, and controls retrofit installation will be completed and commissioned. Additionally, all post-retrofit data for both heating and cooling seasons will be collected and submitted for third party review by the PROVIDER.

Budget Period 3: June 1, 2023 – May 31, 2024

Subtask 4.4. Building Energy Modeling. PROVIDER will expand our analysis beyond the demonstration site using the U.S DOE's prototype building models. PROVIDER will adjust the prototype building models to incorporate the retrofit package (Window U-Value and Solar Heat Gain Coefficient, Lighting Power Density, and Controls). This analysis will include the most applicable building types (Education, Healthcare, Lodging, Office, Public Assembly, and Multifamily) for this technology package. It additionally will include all major U.S. climate zones. Through this expanded analysis, PROVIDER will quantify the technology package's impact on energy and demand impact in a wide range of applications.

Milestone 4.4: PROVIDER will develop building energy models. DOE reviews energy model files.

Task 5. Reporting and Dissemination

Subtask 5.1. Final technical report. PROVIDER will support COUNTY preparing a comprehensive final technical report describing the project, field test site, field test results, and technical analysis results.

Milestone 5.1: PROVIDER will finalize project technical report. COUNTY will submit technical report to DOE for review.

Subtask 5.2. Dissemination. In order to reach as wide an audience as possible, PROVIDER will support COUNTY preparing a webinar and case study. PROVIDER will market the webinar and distribute the final report and case study using our comprehensive contact database of energy efficiency industry stakeholders. PROVIDER will leverage strategic partnerships with more than 100 organizations including United States Green Building Council, American Society of Heating, Refrigeration, and Air-Conditioning Engineers and American Institute of Architects who have agreed to share reports, messages and training opportunities with their membership lists and other contact databases. PROVIDER will support COUNTY will have focused follow-up conversations with at least three public building owners that are interested in the package, meeting with them to describe and promote the technology package. In addition, PROVIDER will support COUNTY pursuing opportunities for the project to be used as a case study, public tour or other educational opportunities and in these cases key sustainability features can also be highlighted. PROVIDER will support COUNTY working with MGE and Focus on Energy to ensure that project results inform their ongoing efforts.

Milestone 5.2.1: PROVIDER will develop webinar slide deck with assistance from COUNTY and City of Madison. The COUNTY will submit to DOE for review.

Milestone 5.2.2: PROVIDER will complete a case study document, including quantified cost and performance effects. COUNTY will submit case study to DOE for review.

Milestone 5.2.3: PROVIDER will facilitate direct outreach to 3 public building owners, broad communication to utility audience. COUNTY will invite DOE to meetings.

Subtask 5.3. Standard Development. PROVIDER will support COUNTY updating existing design standard to include these advanced strategies for future projects.

Milestone 5.3: Update design standard.

Task 6. Project Management

Subtask 6.1. Project management. PROVIDER will participate in check-in meetings and submit monthly reports that detail progress on project tasks and include a monthly billing and match summary.

Subtask 6.2. Provide long term data. PROVIDER will provide DOE with project data for up to 5 years beyond the project period of performance. This data includes utility bills, BAS trended data and whole building interval power data.

Milestone 6.2: COUNTY will provide utility and energy usage data to National Lab partner for third party review.

Recipient Name:			Dane County				
Project Title:			See the Savings: An Advanced Window-Lighting Controls Demonstration				
Task Num	Task or Subtask Title	Milestone Type	Milestone Number*	Milestone Description	Milestone Verification Process	Anticipated Date	Anticipated Quarter
1.1	Research Window Options	Milestone	1.1	Define window specifications to be used in bid documents.	Submit window specification to DOE.	7/2021	1
1.2	Research Lighting Options	Milestone	1.2	Define lighting specifications to be used in bid documents.	Submit lighting specification to DOE.	7/2021	1
1.3	Design	Milestone	1.3	Complete window and lighting retrofit design.	Submit key design drawings to DOE.	10/2021	2
1.4	Bid	Milestone	1.4	Select contractor and define retrofit timeline.	Notify DOE of contractor selection.	1/2022	3
2.1	Plan M&V and Install M&V Equipment	Milestone	2.1	Create comprehensive M&V plan that is consistent with our demonstration plans.	Submit to DOE for review.	7/2021	1
2.2	Pre-Retrofit Monitoring	Milestone	2.2.1	Ensure that adequate cooling season pre-retrofit data is being collected.	Data will be submitted to National Lab partner for third party review	10/2021	2
2.2	Pre-Retrofit Monitoring	Milestone	2.2.2	Ensure that adequate heating season pre-retrofit data is being collected.	Data will be submitted to National Lab partner for third party review	1/2023	3
2.2	Pre-Retrofit Monitoring	Milestone	2.2.3	Administer pre-retrofit surveys.	Data will be submitted to National Lab partner for third party review	4/2022	4
		Go/No-Go	BP1	All pre-retrofit data for both heating and cooling seasons will be collected and submitted	Data will be submitted to National Lab partner for third party review	4/2022	4

Recipient Name:			Dane County				
Project Title:			See the Savings: An Advanced Window-Lighting Controls Demonstration				
Task Num	Task or Subtask Title	Milestone Type	Milestone Number*	Milestone Description	Milestone Verification Process	Anticipated Date	Anticipated Quarter
				for third party review			
3.1	Installation	Milestone	3.1	Installation complete.	Submit installation documentation to DOE.	7/2022	5
3.2	Commissioning	Milestone	3.2	Commissioning complete.	Submit commissioning report to DOE. DOE invited to tour site.	10/2022	6
4.1	Post-Retrofit Monitoring	Milestone	4.1.1	Ensure that adequate heating season post-retrofit data is being collected.	Data will be submitted to National Lab partner for third party review.	1/2023	7
4.1	Post-Retrofit Monitoring	Milestone	4.1.2	Administer post-retrofit surveys.	Data will be submitted to National Lab partner for third party review	4/2023	8
4.1	Post-Retrofit Monitoring	Milestone	4.1.3	Ensure that adequate cooling season post-retrofit data is being collected.	Data will be submitted to National Lab partner for third party review	7/2023	9
4.2	Demand Response Testing	Milestone	4.2.1	Demand response data collection complete.	Data will be submitted to National Lab partner for third party review	7/2023	9
4.2	Demand Response Testing	Milestone	4.2.2	Administer DR surveys	Data will be submitted to National Lab partner for third party review	7/2023	9
4.3	Data Analysis	Milestone	4.3	Quality control data from M&V equipment, BAS trends, and occupant comfort surveys.	DOE reviews data set.	10/2023	10
		Go/No-Go	BP2	Retrofit installation will be completed	Data will be submitted to National Lab	10/2023	10

Recipient Name:			Dane County				
Project Title:			See the Savings: An Advanced Window-Lighting Controls Demonstration				
Task Num	Task or Subtask Title	Milestone Type	Milestone Number*	Milestone Description	Milestone Verification Process	Anticipated Date	Anticipated Quarter
				and commissioned. Additionally, all post-retrofit data for both heating and cooling seasons will be collected and submitted for third party review.	partner for third party review		
4.4	Building Energy Modeling	Milestone	4.4	Develop building energy models	DOE reviews energy model files.	12/2023	11
5.1	Final Technical Report	Milestone	5.1	Finalize project technical report.	DOE reviews technical report.	3/2024	12
5.2	Dissemination	Milestone	5.2.1	Webinar slide deck.	DOE reviews slide deck.	4/2024	12
5.2	Dissemination	Milestone	5.2.2	Complete a case study document, including quantified cost and performance effects.	DOE reviews case study.	4/2024	12
5.2	Dissemination	Milestone	5.2.3	Direct outreach to 3 public building owners, broad communication to utility audience.	DOE invited to meetings.	4/2024	12
5.3	Standard Development	Milestone	5.3	Update design standard	DOE reviews.	4/2024	12
6.2	Project Management	Milestone	6.2	Provide long term data.	Data will be submitted to National Lab partner for third party review.	When requested	When requested

SCHEDULE B

Pricing Structure and Payment

1. PROVIDER agrees that it received a copy of the EERE Award No. DE-EE0009465.0000 Assistance Agreement (“Award”) and has had an opportunity to review the Award.
2. PROVIDER shall be a subrecipient of the Award. All terms and conditions imposed upon subrecipients under the Award are hereby incorporated by reference as if fully set forth herein. PROVIDER agrees to be bound by all terms and provisions of the Award.
3. The COUNTY will pay the PROVIDER up to \$162,674 for the services and related materials described in this agreement, per the following three-year budget.

The Provider will provide at least \$18,000 of match as identified in the budget.

SOPO Task #	Position Title	Budget Period 1			Budget Period 2			Budget Period 3			Project Total Hours	Project Total Dollars
		Time (Hrs)	Pay Rate (\$/Hr)	Total Budget Period 1	Time (Hrs)	Pay Rate (\$/Hr)	Total Budget Period 2	Time (Hrs)	Pay Rate (\$/Hr)	Total Budget Period 3		
1	Principal Engineer	30	\$60.00	\$1,800		\$61.20	\$0		\$62.42	\$0	30	\$1,800
1	Director	15	\$60.00	\$900		\$61.20	\$0		\$62.42	\$0	15	\$900
1	Senior Engineer	30	\$50.00	\$1,500		\$51.00	\$0		\$52.02	\$0	30	\$1,500
2	Principal Engineer	60	\$60.00	\$3,600		\$61.20	\$0		\$62.42	\$0	60	\$3,600
2	Director	40	\$60.00	\$2,400		\$61.20	\$0		\$62.42	\$0	40	\$2,400
2	Senior Engineer	40	\$50.00	\$2,000		\$51.00	\$0		\$52.02	\$0	40	\$2,000
2	Field Researcher	150	\$40.00	\$6,000		\$40.80	\$0		\$41.62	\$0	150	\$6,000
2	Research Analyst	90	\$34.00	\$3,060		\$34.68	\$0		\$35.37	\$0	90	\$3,060
3	Principal Engineer		\$60.00	\$0	10	\$61.20	\$612		\$62.42	\$0	10	\$612
3	Director		\$60.00	\$0	5	\$61.20	\$306		\$62.42	\$0	5	\$306
3	Senior Engineer		\$50.00	\$0	10	\$51.00	\$510		\$52.02	\$0	10	\$510
4	Principal Engineer		\$60.00	\$0	60	\$61.20	\$3,672		\$62.42	\$0	60	\$3,672
4	Director		\$60.00	\$0	20	\$61.20	\$1,224		\$62.42	\$0	20	\$1,224

4	Senior Engineer		\$50.00	\$0		\$51.00	\$0	40	\$52.02	\$2,081	40	\$2,081
4	Field Researcher		\$40.00	\$0	80	\$40.80	\$3,264		\$41.62	\$0	80	\$3,264
4	Research Analyst		\$34.00	\$0	150	\$34.68	\$5,202		\$35.37	\$0	150	\$5,202
5	Principal Engineer		\$60.00	\$0		\$61.20	\$0	80	\$62.42	\$4,994	80	\$4,994
5	Director		\$60.00	\$0		\$61.20	\$0	15	\$62.42	\$936	15	\$936
5	Research Analyst		\$34.00	\$0		\$34.68	\$0	30	\$35.37	\$1,061	30	\$1,061
5	Art Director		\$40.00	\$0		\$40.80	\$0	20	\$41.62	\$832	20	\$832
5	Digital Media Specialist		\$34.00	\$0		\$34.68	\$0	20	\$35.37	\$707	20	\$707
5	Marketing Manager		\$40.00	\$0		\$40.80	\$0	20	\$41.62	\$832	20	\$832
6	Principal Engineer	33	\$60.00	\$1,980	33	\$61.20	\$2,020	34	\$62.42	\$2,122	100	\$6,122
6	Project Manager	33	\$40.00	\$1,320	33	\$40.80	\$1,346	34	\$41.62	\$1,415	100	\$4,081
		June 1, 2021 – May 31, 2022			June 1, 2022 – May 31, 2023			June 1, 2023 – May 31, 2024			Total	
Task(s)	Expense Type	Personnel Hours	Rate	Budget	Personnel Hours	Rate	6/1/2021-5/31/2022	Personnel Hours	Rate	6/1/2021-5/31/2022	Personnel Hours	Total
All	Total Personnel Costs	521		\$24,560	401		\$18,156	293		\$14,982	1215	\$57,698
All	Fringe Costs		43%	\$10,561		43%	\$7,807		43%	\$6,442		\$24,810
All	Indirect Costs			\$32,174			\$23,784			\$19,626		\$75,584
All	Travel						1568			1568		\$3,136
All	Supplies - M&V			\$19,446								\$19,446
All	Less Personnel Match			\$ (6,000)			\$ (6,000)			\$ (6,000)		-\$18,000
All	Total			\$80,741			\$45,315			\$36,618		\$162,674

2. This is a time and materials contract. The PROVIDER shall submit monthly invoices showing time and materials as well as any matching funds.
3. The COUNTY will pay PROVIDER invoices within 30 days of receipt of invoice.

SCHEDULE C

Reports

- I. PROVIDER will participate in check-in meetings and submit monthly reports that detail progress on project tasks and include a monthly billing and match summary. As a subrecipient to the Award, PROVIDER shall provide the following:

Monthly reports will include the following categories, as applicable:

1. Accomplishments

A discussion of what was accomplished under these goals and objectives established for this reporting period, including major activities, significant results, major findings or conclusions, key outcomes, or other achievements.

2. Budgetary Information

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

3. Schedule Status

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

4. Changes/Problems

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

5. Participants & Other Collaborating Organizations

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

6. Products

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

- a. Publications, conference papers, and presentations.** List peer-reviewed articles or papers that have been submitted for publication in scientific, technical, or

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

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

Scientific/Technical Reporting regarding the submission of AM and other STIs as appropriate.

Please note: Recipient must use the EERE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions (additional information can be found at the EERE Communications Standards website:

<https://www.energy.gov/eere/communicationstandards/eere-branded-publications-developed-third-parties>).

The recipient is also reminded that all data produced under the award should comply with the award’s data management plan (DMP). The DMP provides a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publication. This includes data that are displayed in charts, figures, images, etc. In addition, the underlying digital research data used to generate the displayed data should be made as accessible as possible in accordance with the principles stated above. This requirement could be met by including the data as supplementary information to the published article, or through other means. The published article should indicate how these data can be accessed.

- b. Website(s)** (list the URL) that reflect the results of this project.
- c. Networks or collaborations** fostered.
- d. Technologies or techniques** (Identify and Describe).

- e. **Other products**, such as data or databases, physical collections, audio or video, software or NetWare, models, education aid or curricula, instruments or equipment (Identify and Describe).

In addition to the monthly reports, PROVIDER is also required to report the following events to Dane County within five business days of event:

1. Any notices or claims of patent or copyright infringement arising out of or relating to the performance of the EERE award;
2. Refusal of a subrecipient to accept flow down requirements in the Special Terms and Conditions and/or any Attachment to the EERE award;
3. Potential or actual violations of federal, state, and municipal laws arising out of or relating to work under the award;
4. Any improper claims or excess payments arising out of or relating to work under the award;
5. Potential or actual violations of the cost share requirements under the award;
6. Potential or actual noncompliance with EERE or DOE reporting requirements under the award;
7. Potential or actual violations of the lobbying restrictions in the award;
8. Potential or actual bankruptcy/insolvency of the prime recipient or subrecipient;
9. Potential or actual violation of U.S. export control laws and regulations arising out of or relating to the work under the award;
10. Any fatality or injuries requiring hospitalization arising out of or relating to work under the award;
11. Potential or actual violations of environmental, health, or safety laws and regulations, any significant environmental permit violation, and any incident which causes a significant process or hazard control system failure;
12. Any event which is anticipated to cause a significant schedule slippage or cost increase;
13. Any damage to Government-owned equipment in excess of \$50,000;
14. Developments that have a significant favorable impact on the project; and,

15. Any incident arising out of or relating to work under the award that has the potential for high visibility in the media.

II. PROVIDER will support COUNTY preparing the following reports:

- 1) a comprehensive final technical report describing the project, field test site, field test results, and technical analysis results as per the following DOE requirements:

Scientific and Technical Reporting

The dissemination of scientific and technical information (STI) ensures public access to the results of federally funded research. STI refers to information products in any medium or format used to convey results, findings, or technical innovations from research and development or other scientific and technological work that are prepared with the intention of being preserved and disseminated in the broadest sense applicable (i.e., to the public or, in the case of controlled unclassified information or classified information, disseminated among authorized individuals). Access to and archival of DOE-funded STI are managed by the DOE Office of Scientific and Technical Information (OSTI). For information about OSTI see <http://www.osti.gov>.

For more information on STI submittals, see
<http://www.osti.gov/stip/submittal>.

By properly notifying DOE OSTI about the published results, the information will be made publicly accessible and discoverable through DOE web-based products.

NOTE: SCIENTIFIC/TECHNICAL PRODUCTS INTENDED FOR PUBLIC RELEASE MUST NOT CONTAIN PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII).

PII is defined as any information about an individual which can be used to distinguish or trace an individual's identity. Some information that is considered to be PII is available in public sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and

general educational credentials. In contrast, Protected PII is defined as an individual's first name or first initial and last name in combination with any one or more of the following types of information: social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name,

criminal, medical and financial records, educational transcripts, etc., which could be mis-used if made publicly available.

Final Scientific/Technical Report

The prime recipient must submit a Final Scientific/Technical Report to DOE for all projects.

The scientific/technical report is intended to increase the diffusion of knowledge gained by DOE-funded research, and all requirements shall be interpreted in that light.

Content: Research findings and other significant STI resulting from the DOE-sponsored projects shall be included in the final scientific/technical report, subject to the following provisions:

1. The scientific/technical report is to cover the entire project period. For Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) awards, a final scientific/technical report must be submitted after the completion of each phase, e.g., Phase I, Phase II, and sequential Phase II, as described in the Special Instructions.
2. STI that is publicly accessible need not be duplicated in the report if a citation with a link to where the information may be found is included in the report. For example, articles found in PAGES (i.e., DOE's Public Access Gateway for Energy and Science, <http://www.osti.gov/pages/>) are accessible to the public.
3. Provide identifying information: the EERE award number; sponsoring program office; name of recipient; project title; name of project director/principal investigator; and consortium/team members.
4. Include the EERE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions (additional information can be found at the EERE Communications Standards website: <https://www.energy.gov/eere/communicationstandards/eere-branded-publications-developed-third-parties>).
5. Include any limitations on public release of the report, if authorized by the award agreement. If the document being submitted contains patentable material or protected data (i.e., data first produced in the performance of the award that is protected from public release for a period of time by terms of the award agreement) as set forth in the award agreement, then (1) prominently display on the cover of the

report any authorized distribution limitation notices, such as patentable material or protected data and (2) clearly identify patentable or protected data on each page of the report. Reports delivered without such notices or with restrictive notices not authorized by the award agreement may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use or reproduction of such reports. Any restrictive markings must also be noted in the distribution limitation section of the Announcement Notice (AN) 241.3. No protected PII should be included.

6. Provide an abstract or executive summary, which should be a minimum of one paragraph and written in terms understandable by an educated layperson. (Refer to <http://www.osti.gov/stip/standards> for ANSI/NISO guidance as needed.) The abstract included in an application may serve as a model for this.
7. Summarize project activities for the entire period of funding, including original hypotheses, approaches used, and findings. Include, if applicable, facts, figures, analyses, and assumptions used during the life of the project to support the results in a manner that conveys to the scientific community the STI created during the project. To minimize duplication, the report may reference STI, including journal articles, that is publicly accessible. See also #2.
8. For guidance offered by the National Information Standards Organization on typical attributes and content of a technical report, if needed, refer to ANSI/NISO Z39.18- 2005 (R2010), Scientific and Technical Reports – Preparation, Presentation, and Preservation (see <http://www.osti.gov/stip/standards>).

2) *webinar slide deck that summarizes project and results*

3) *a case study document, including quantified cost and performance effects*

III. PROVIDER shall provide any and all other reports or cooperate with any other reporting requirement that is set forth in the Award.

SCHEDULE D

Additional Department of Energy Requirements Regarding Intellectual Property

- I. As more fully set forth in the Award, PROVIDER shall be subject to the following:

A Non-Federal Entity is subject to the intellectual property requirements at 2 CFR 200.315.

2 CFR 200.315 Intangible Property

(a) Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).

(b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

(d) The Federal government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award;

and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(e) Freedom of Information Act (FOIA).

(1) In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Federal awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the

procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

(2) Published research findings means when:

(i) Research findings are published in a peer-reviewed scientific or technical journal;
or

(ii) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. "Used by the Federal government in developing an agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

(3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:

(i) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and

(ii) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

SCHEDULE E

Data Management Plan

The PROVIDER, as subrecipient of the Award, shall adhere to the following Data Management Plan: .

Data Management Plan

In this project, Dane County and its partners will conduct field tests of thin triple windows, LEDs with advanced lighting controls, and connected lighting with HVAC controls. We will quantify the energy savings and demand response potential. This DMP addresses which data should be shared and/or preserved in accordance with the [requirements](#) of the DOE EERE Policy on Digital Data Management.

XIV. Data Types and Sources

Field test data will be the subject to this data management plan (DMP.) Field test data generated include field measurement data for lighting and HVAC system powers, space light levels, temperature, humidity, and other HVAC power, natural gas, and operation-related monitoring and control points. Field test data will also include occupant and operator/owner surveys for comfort during the field-testing period. These field test data are considered digital research data necessary to [validate](#) the research findings.

XV. Content and Format

For the field measurement data, the raw data format will depend on the data collection hardware and software – data loggers, building automation systems, and energy meters. We plan to convert all these raw data to commonly-used comma-separated value (.csv) format for data processing and analysis. We will provide a Microsoft Word document describing each set of these data files and formats.

For the occupant surveys, we will use both the online survey method and paper-based survey method. Survey results collected will be converted or manually typed into Microsoft Excel spreadsheets for data analysis and visualization.

XVI. Sharing and Preservation

- We plan to share all original raw data within the research team members and DOE project managers through Microsoft SharePoint - Slipstream's standard way of sharing data with external research partners. We plan to also share with public primary research results, conclusions, and applicable contact information. The rationale for some restrictions of public access of all raw/original data is that some data may contain personal information (occupant names in survey results, for example.)
- We also plan to share the research data and results with the public for three years after research findings are published. There is no anticipated delay in data access.

- There are no special requirements for data sharing. With a web link, anybody can get access to the research data and results online.
- No resource is requested in the research proposal for data sharing and preservation. We will use Slipstream's existing Microsoft SharePoint infrastructure.
- We will discuss with DOE after direct project funding ends about the plan for the transfer of responsibilities for project data sharing and preservation.
- We will discuss with DOE after direct project funding ends about the management responsibility for the project research data, and if the responsibility will be transferred to a third party (e.g., institutional or community repository)
- We will discuss with DOE after direct project funding ends regarding the management of the research data, including plans to re-evaluate the costs and benefits of data sharing and preservation.

XVII. Protection

We will strive to protect the confidentiality, personal privacy, and personally identifiable information from unrestricted, public access. Microsoft Sharepoint security features allow us to control access to project raw data. If necessary, we will erase the sensitive customer or personally identifiable information from the public-accessible research data and results. We will recognize U.S. national, homeland, and economic security; proprietary interests, confidential business information, and intellectual property rights; and avoid significant negative impact on innovation and U.S. competitiveness.

XVIII. Rationale

Our proposed data management plan follows the [requirements](#) of the DOE EERE Policy on Digital Data Management. Our research data and results will contribute to the state-of-art in the field of building energy efficiency and grid-interactive efficient buildings.

SCHEDULE F

Other Terms and Conditions

- I. As agreed to in Schedule B, PROVIDER is bound by the EERE T 540.135-01C: Special Terms and Conditions Section of the Award that apply to subrecipients.
- II. A copy of such terms and conditions are listed below:

A. General Provisions

A. Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

B. Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.326 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

C. Term 3. Compliance with Federal, State, and Municipal Law

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

D. Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

E. Term 5. Federal Stewardship

EERE will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

F. Term 6. Substantial Involvement

EERE has substantial involvement in work performed under this Award. EERE does not limit its involvement to the administrative requirements of this Award. Instead, EERE has substantial involvement in the direction and redirection of the technical aspects of the project as a whole.

Substantial involvement includes the following:

- EERE shares responsibility with the Recipient for the management, control, direction, and performance of the Project.
- EERE may intervene in the conduct or performance of work under this Award for programmatic reasons. Intervention includes the interruption or modification of the conduct or performance of project activities.
- EERE may redirect or discontinue funding the Project based on the outcome of EERE's evaluation of the Project at the Go/No Go decision point.
- EERE participates in major project decision-making processes.

G. Term 7. Federal Involvement

A. Review Meetings

The Recipient, including but not limited to, the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with EERE. Review meetings enable EERE to assess the work performed under this Award and determine whether the Recipient has timely achieved the technical milestones and deliverables stated in Attachment 1 to this Award.

EERE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. EERE will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Award;
- The Recipient's actual expenditures compared to the approved budget in Attachment 3 to this Award; and
- Other subject matter specified by the DOE Technology Manager/Project Officer.

B. Project Meetings

The Recipient is required to notify EERE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by EERE, the Recipient is required to provide EERE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The Recipient is not expected to delay any work under this Award for the purpose of government insight.

C. Site Visits

EERE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Recipient must provide, and must require subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

D. Go/No Go Decisions

Attachment 1 to this Award establishes Go/No Go decision points. For each Go/NoGo decision point, EERE must determine whether the Recipient has fully and satisfactorily completed the work described in Attachment 1 to this Award. As a result of a Go/No Go review, in its discretion, EERE may take one of the following actions:

- Authorize Federal funding for the next budget period for the Project;
- Recommend redirection of work under the Project;
- Place a hold on the Federal funding for the Project, pending further supporting data; or
- Discontinue providing Federal funding for the Project beyond the current budget period as the result of insufficient progress, change in strategic direction, or lack of available funding.

E. Technical Milestones and Deliverables

Attachment 1 to this Award establishes technical milestones and deliverables. If the Recipient fails to achieve two or more technical milestones and deliverables, EERE may renegotiate the Statement of Project Objectives and/or Milestone Summary Table in Attachment 1 to this Award. In the alternative, EERE may deem the Recipient's failure to achieve these technical milestones and deliverables to be material noncompliance with the terms and conditions of this Award and take action to suspend or terminate the Award.

F. EERE Access

The Recipient must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its Federal stewardship or substantial involvement.

H. Term 8. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds.

DOE has made a conditional NEPA determination for this Award, and Federal funding for certain tasks under this Award is contingent upon the final NEPA determination.

The Recipient is authorized to proceed with the following phases and/or tasks as referenced in the SOPO approved by the Contracting Officer, except where such activity is subject to a restriction set forth elsewhere in this Award:

- Budget Period 1

This authorization is specific to the project activities and locations as described in the SOPO approved by the Contracting Officer and the DOE NEPA Determination.

DOE has not authorized the following phases and/or tasks as referenced in the SOPO:

- Budget Period 2
- Budget Period 3

Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

Questions about the permissibility of Federal cost sharing on activities prior to DOE's issuance of a final NEPA determination shall be directed to the Contracting Officer. The Recipient must receive written approval from the Contracting Officer before incurring costs for Federal cost sharing. After receiving approval from the Contracting Officer, if the Recipient chooses to incur costs eligible for Federal cost sharing for the approved activities, the Recipient agrees to abide by the conditions, limitations, mitigation measures, monitoring requirements, and reporting responsibilities specified in writing from the Contracting Officer and to undertake these activities in accordance with necessary landowner approvals, required permits, and any additional approvals and mitigation requirements of other Federal, state and local governmental agencies with jurisdiction by law.

If the Recipient later intends to add to or modify the activities or locations as described in the approved SOPO and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

I. Term 9. Performance of Work in United States

A. Requirement

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

B. Failure to Comply

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

C. Waiver for Work Outside the U.S.

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the information as required in the FOA that the Award was selected under.

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

J. Term 10. Foreign National Access Under DOE Order 142.3A, "Unclassified Foreign Visits and Assignments Program"

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

K. Term 11. 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.

L. Term 12. Domestic Preference – Infrastructure Projects

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

United States. This Recipient must flow this requirement to all sub-awards, contracts, subcontracts and purchase orders for work performed under the Award.

M. Term 13. Reporting Requirements

A. Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

B. Dissemination of Scientific and Technical Information

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

C. Restrictions

Scientific and Technical Information submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

N. Term 14. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

O. Term 15. Publications

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

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) under the Buildings Technology Office Award Number DE _."
- *Full Legal 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.”

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

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

The Award may include a Data Management Plan, Attachment 5 [Schedule E], submitted by the Recipient that explains how data generated in the course of the work performed under this Award will be shared or preserved or, when justified, explains why data sharing or preservation is not possible or scientifically appropriate. In the event of a conflict between the Data Rights outlined in the Intellectual Property Provisions, Attachment 4 [Schedule D], and the Data Management Plan, the Data Rights outlined in the Intellectual Property Provisions take precedence.

P. Term 16. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Q. Term 17. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

R. Term 18. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

S. Term 19. Real Property

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

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

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

T. Term 20. Equipment

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

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

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

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

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

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

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

U. Term 21. Supplies

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

V. Term 22. Property Trust Relationship

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

W. Term 23. Record Retention

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

X. Term 24. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by EERE, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at anytime. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must to comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term, and must be paid for by the Recipient. To minimize expense, the Recipient may have a compliance audit in conjunction with

its annual audit of financial statements. The financial statement audit is **not** a substitute for the compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.338, Remedies for Noncompliance.

XIX. Subpart B. Financial Provisions

A. Term 25. Maximum Obligation

The maximum obligation of DOE for this Award is the total “Funds Obligated” as stated in Block 13 of the Assistance Agreement to this Award. Additional Federal funding is contingent upon (1) Recipient’s demonstrated substantial progress towards meeting the objectives of the Award; availability of Federal funds appropriated by Congress for the purpose of this program; and the availability of future-year budget authority.

B. Term 26. Funding of Budget Periods

EERE has obligated funding as shown in Block 13 of the Assistance Agreement for completion of the Project. However, only the Federal share of costs associated with the current Period of Performance is available for work performed by the Recipient. The Federal share of costs is shown on Attachment 3. The current Period of Performance is shown in Block 7 of the Assistance Agreement.

The remainder of funding is contingent upon: (1) availability of Federal funds appropriated by Congress for the purpose of this program; (2) the availability of future-year budget authority; Recipient’s technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Award; (4) Recipient’s submittal of required reports; (5) Recipient’s compliance with the terms and conditions of the Award; (6) EERE’s Go/No-Go decision; (7) the Recipient’s submission of a continuation application; and (8) written approval of the continuation application by the Contracting Officer.

In the event that the Recipient does not submit a continuation application for subsequent Budget Periods, or EERE disapproves a continuation application for subsequent Budget Periods, the maximum EERE liability to the Recipient is the funds that are available for the current approved Budget Period(s). In such event, EERE reserves the right to deobligate any remaining Federal funds.

C. Term 27. Continuation Application and Funding

A. Continuation Application

A continuation application is a non-competitive application for an additional budget period within a previously approved project period. At least ninety days before the end of each budget period, the Recipient must submit to the DOE Technology Manager/Project Officer and the DOE Award Administrator its continuation application, which includes the following information:

- i. A report on the Recipient’s progress towards meeting the objectives of the project, including any significant findings, conclusions, or

developments, and an estimate of any unobligated balances remaining at the end of the budget period. If the remaining unobligated balance is estimated to exceed 20 percent of the funds available for the budget period, explain why the excess funds have not been obligated and how they will be used in the next budget period.

- ii. A detailed budget and supporting justification if there are changes to the negotiated budget, or a budget for the upcoming budget period was not approved at the time of award.
- iii. A description of any planned changes from the negotiated Statement of Project Objectives and/or Milestone Summary Table.

B. Continuation Funding

Continuation funding is contingent on (1) the availability of funds appropriated by Congress for the purpose of this program; (2) the availability of future-year budget authority; (3) Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Award; (4) Recipient's submittal of required reports; (5) Recipient's compliance with the terms and conditions of the Award; (6) EERE's Go/No-Go decision; (7) the Recipient's submission of a continuation application; and (8) written approval of the continuation application by the Contracting Officer.

- C. EERE waives prior written approval requirements to carry forward unobligated balances to subsequent periods of performance.

D. Term 28. Cost Sharing

A. Cost Sharing Obligations

The Recipient must provide the "Cost Share" amount stated in Block 12 of the Assistance Agreement to this Award. EERE and the Recipient's cost share for the total estimated project costs are listed below.

Table 1

EERE Cost Share \$ / %	Recipient Cost Share \$ / %	Total Estimated Project Costs
\$981,998 / 63.89%	\$555,006 / 36.11%	\$1,537,004

The Recipient must provide its required "Cost Share" amount as a percentage of the total project costs. EERE authorized the Recipient to provide cost share on a budget period basis for the duration of the project period.

Budget Period	EERE Cost Share \$ / %	Recipient Cost Share \$ / %	Total Estimated Project Costs
1	\$73,335 / 69.74%	\$31,818 / 30.26%	\$105,153
2	\$868,271 / 63.33%	\$502,789 / 36.67%	\$1,371,060
3	\$40,392 / 66.44%	\$20,399 / 33.56%	\$60,791
Total	\$981,998 / 63.89%	\$555,006 / 36.11%	\$1,537,004

B. Cost Share Obligation If Award Terminated or Discontinued

If the Award is terminated or is otherwise not funded to completion, the Recipient is not required to provide the entire "Cost Share" amount stated in Block 12 of the Assistance Agreement to this Award; however, the Recipient must provide the greater of: its overall share (i.e., cumulative percentage as shown on the cost share schedule above as of the date of the termination or discontinuation) of the total project cost reimbursed as of the date of the termination or discontinuation, or the minimum cost share percentage required in the Funding Opportunity

Announcement applied to the total project cost reimbursed as of the date of the termination or discontinuation.

C. Source of Cost Share

The Recipient may not use Federal funds to meet its cost sharing obligations, unless otherwise allowed by Federal law.

D. Inability to Comply with Cost Sharing Obligations

If the Recipient determines that it is unable to meet its cost sharing obligations, the Recipient must notify the DOE Award Administrator in writing immediately. The notification must include the following information: (1) whether the Recipient intends to continue or phase out the project, and (2) if the Recipient intends to continue the project, how the Recipient will pay (or secure replacement funding for) the Recipient's share of the total project cost.

If the Recipient fails to meet its cost sharing obligations, EERE may recover some or all of the financial assistance provided under this Award. The amount EERE would seek to recover under this Term would be predicated on EERE's analysis of the Recipient's compliance with their cost sharing obligation under the Award.

E. Term 29. Refund Obligation

The Recipient must refund any excess payments received from EERE, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to EERE the difference between (1) the total payments received from EERE, and (2) the Federal share of the costs incurred.

F. Term 30. Allowable Costs

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

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

G. Term 31. Indirect Costs

A. Fringe Benefit Costs

The budget for this Award includes fringe benefits, but does not include indirect charges. Therefore, indirect charges shall not be charged to nor shall reimbursement be requested for this project nor shall any indirect charges for this project be allocated to any other Federally sponsored project. In addition, indirect charges shall not be counted as cost share unless approved by the Contracting Officer. This restriction does not apply to subrecipients' indirect costs.

B. Subrecipient Indirect Costs

Recipient must ensure its subrecipient's indirect costs are appropriately managed, allowable and otherwise comply with the requirements of this Award and 2 CFR part 200 as amended by 2 CFR part 910.

Term 32. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

H. Term 33. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must use the program income to meet its cost sharing requirement.

I. Term 34. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement through ACH.

B. Requesting Reimbursement

Requests for reimbursements must be made electronically through Department of Energy's Oak Ridge Financial Service Center (ORFSC) VIPERS. To access and use VIPERS, the Recipient must enroll at <https://vipers.doe.gov>. Detailed instructions on how to enroll are provided on the web site.

C. Timing of Submittals

Submittal of the SF-270 or SF-271 should coincide with the Recipient's normal billing pattern, but not more frequently than every two weeks. Requests for reimbursement must be limited to the amount of disbursements made during the billing period for the Federal share of direct project costs and the

proportionate share of any allowable indirect costs incurred during that billing period.

D. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from EERE.

E. Payments

The EERE approving official will approve the invoice as soon as practical, but not later than 30 days after the Recipient's request is received, unless the billing is improper. Upon receipt of an invoice payment authorization from the EERE approving official, the ORFSC will disburse payment to the Recipient. The Recipient may check the status of payments at the VIPERS web site. All payments are made by electronic funds transfer to the bank account specified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

F. Supporting Documents for Agency Approval of Payments

For non-construction awards, the Recipient must submit a Standard Form SF-270, "Request for Advance or Reimbursement," at <https://vipers.doe.gov> and attach a file containing appropriate supporting documentation.

The following additional items are required:

- Summary cost data, for the billing period and cumulative cost data, showing all categories listed in the SF-424A and identifying Federal, non-Federal, and total amounts;
- *Applicable to for-profit recipients and subrecipients* UCC filing proof for all equipment acquired with project funds (i.e., Federal share or Recipient share) and equipment offered as cost share;
- Invoices or summary cost data showing all categories listed in the SF-424A for Subrecipients with over \$250,000 total project costs or >25% of total project costs;
- Invoices for Vendors with over \$250,000 total project costs;
- Invoices/receipts for Equipment over \$50,000;
- Explanation of cost share for invoicing period, including cost category and rationale if cost share exceeds or is below award requirements; and
- If there are unauthorized phases and/or tasks for the current budget period in the NEPA Requirements term in these Special Terms and Conditions, a statement affirming that no invoiced costs are related to tasks or activities prohibited by the NEPA Requirements term.
- Timesheets or personnel hours report.

The EERE payment authorizing official may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. Recipient is required to comply with these requests.

Supporting documents include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

G. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund EERE any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

J. Term 35. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any budget change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. EERE may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Subpart C. Miscellaneous Provisions**A. Term 36. Insolvency, Bankruptcy or Receivership**

- A. The Recipient shall immediately, but no later than five days, notify EERE of the occurrence of any of the following events: (1) the Recipient or the Recipient's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (2) the Recipient's consent to the institution of an involuntary case under the Bankruptcy Act against the Recipient or the Recipient's parent; (3) the filing of any similar proceeding for or against the Recipient or the Recipient's parent, or the Recipient's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Recipient, under any other applicable state or Federal law; or (4) the Recipient's insolvency due to its inability to pay debts generally as they become due.
- B. Such notification shall be in writing and shall: (1) specifically set out the details of the occurrence of an event referenced in paragraph A; (2) provide the facts surrounding that event; and (3) 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 paragraph A. of this term, EERE reserves the right to conduct a review of the Recipient's Award to determine the Recipient's 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 EERE review determines that there are significant deficiencies or concerns with the Recipient's performance under the Award, EERE reserves the right to impose additional requirements, as needed, including (1) change of payment method; or (2) institute payment controls.
- D. Failure of the Recipient to comply with this term may be considered a material noncompliance of this Award by the Contracting Officer.

B. Term 37. Reporting Subawards and Executive Compensation**A. Reporting of first-tier subawards**

- i. *Applicability.* Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph E. of this award term).
- ii. *Where and when to report.*
 - 1. The Recipient must report each obligating action described in paragraph A.i. of this award term to <https://www.fsrs.gov>.

2. 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.)
- iii. *What to report.* The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives

- i. *Applicability and what to report.* The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if
 1. The total Federal funding authorized to date under this Award is \$25,000 or more;
 2. In the preceding fiscal year, the Recipient received;
 - a. 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 3. 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>).
- ii. *Where and when to report.* The Recipient must report executive total compensation described in paragraph B.i. of this award term:
 1. As part of the Recipient's registration profile at <https://www.sam.gov>.
 2. 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

- i. *Applicability and what to report.* Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
 1. 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
 2. 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>).
- ii. *Where and when to report.* The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:
 1. To the recipient.
 2. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- i. Subawards and;

- ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions

For purposes of this Award term:

- i. Entity means all of the following, as defined in 2 CFR Part 25:
 - 1. A Governmental organization, which is a State, local government, or Indian tribe;
 - 2. A foreign public entity;
 - 3. A domestic or foreign nonprofit organization;
 - 4. A domestic or foreign for-profit organization;
 - 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Subaward:
 - 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient award to an eligible subrecipient.
 - 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
 - 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.
- iv. Subrecipient means an entity that:
 - 1. Receives a subaward from the Recipient under this award; and
 - 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.
- v. 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)):
 - 1. Salary and bonus.

2. 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.
3. 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.
4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
5. Above-market earnings on deferred compensation which is not tax-qualified.
6. 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.

C. Term 38. System for Award Management and Universal Identifier Requirements

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

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

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

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

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its DUNS number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its DUNS number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 - 1. A Governmental organization, which is a State, local government, or Indian Tribe;
 - 2. A foreign public entity;
 - 3. A domestic or foreign nonprofit organization;
 - 4. A domestic or foreign for-profit organization; and
 - 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 - 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 - 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
 - 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
 - 1. Receives a subaward from the Recipient under this Award; and
 - 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

D. Term 39. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or

confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors 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.

- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. *“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.”*

ii. 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.

iii. 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.

E. Term 40. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the

prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased;
- Cost share commitment letter if the subrecipient is providing cost share to the Award;
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.329;
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed¹;
- A completed Environmental Questionnaire, if applicable;
- An assurance that the subrecipient is not a debarred or suspended entity; and
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

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

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

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, Recipient may proceed to award or modify the proposed subrecipient agreement.

F. Term 41. Conference Spending

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

an Inspector General), of the date, location, and number of employees attending such conference.

G. Term 42. Recipient Integrity and Performance Matters

A. General Reporting Requirement

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

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

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

D. Reporting Frequency

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

E. Definitions

For purposes of this term:

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

H. Term 43. Export Control

The U.S. government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of federal agencies and regulations that govern exports that are collectively referred to as “Export Controls”. To ensure compliance with Export Controls, it is the Recipient’s responsibility to determine when its project activities trigger Export Controls and to ensure compliance.

Export Controls may apply to individual projects, depending on the nature of the tasks. When Export Controls apply, the Recipient must take the appropriate steps to obtain any required governmental licenses, monitor and control access to restricted information, and safeguard all controlled materials. Under no circumstances may foreign entities (organizations, companies or persons) receive access to export controlled information unless proper export procedures have been satisfied and such access is authorized pursuant to law or regulation.

Recipients are advised that some of the results of the research conducted under this award may be expected to be restricted for proprietary reasons and not published or shared broadly within the scientific community.