



SERVICES AGREEMENT

between

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

and

ELECTRIC POWER RESEARCH INSTITUTE, INC.

EPRI AGREEMENT NUMBER 10016920

“Accelerating Resilience of the Community through Holistic Engagement and use of Renewables (ARCHER)”

This SERVICES AGREEMENT, including this document (the “Schedule”), the EPRI Terms and Conditions (“Attachment A”), any changes or modifications to EPRI Terms and Conditions that may be set forth in an Addendum to Attachment A (“Addendum”), and all other referenced attachments, together the (“Agreement”), is entered into on the Effective Date by and between EPRI and the contractor identified below (“CONTRACTOR”):

1. PARTIES:

Electric Power Research Institute, Inc. (“EPRI”)
3420 Hillview Avenue
P.O. Box 10412
Palo Alto, CA 94303

Metropolitan Government of Nashville and Davidson County (“CONTRACTOR”)
1 Public Square
Nashville, TN 37201

2. FEDERAL GOVERNMENT FUNDED:

Work performed under this Agreement Research and Development and is funded by the Federal Government under Department of Energy Cooperative Agreement DE-EE0010412, (Assistance Listings 81.087, Energy Efficiency and Renewable Energy), awarded June 1, 2023. Federal clauses and contract provisions as cited in Attachment A and Flowdown Clauses as cited in Attachment B are therefore applicable to this Agreement.

3. SCOPE OF SERVICES/CONTACT:

3.1 CONTRACTOR will render to EPRI the services detailed in the Statement of Work set forth in Attachment C to this Schedule.

3.2 CONTRACTOR’s principal EPRI contact (the “EPRI Contact Person”) is Kendra Abkowitz who may be reached at Kendra.Abkowitz@nashville.gov.

4. TERM:

Services shall commence on 1 June 2023, or the last date of execution, whichever is later (“Effective Date”), and shall end on 31 May 2025 unless terminated earlier as provided in Attachment A.

5. COMPENSATION:

Contractor will cost share 100% of the project cost. CONTRACTOR is required to document and maintain records of all cost share. CONTRACTOR invoices shall list cost share and the cumulative contract cost share.



Total Estimated Cost	\$31,999.00
Less Cost Share Contribution (100%)	\$31,999.00
Reimbursable Costs (0%) [CCL]	\$0.00

5.1 Invoices for Services rendered and reimbursement for expenses shall follow the requirements of Article 2 of Attachment A and shall make reference to this Agreement No. 10016920.

5.2 Not Applicable at This Time

5.3 Not Applicable at This Time

5.4 Not Applicable at This Time

5.5 Not Applicable at This Time

5.6 Not Applicable at This Time

6. TECHNICAL STATUS REPORTS:

At least monthly, CONTRACTOR shall provide the EPRI Contact Person with progress reports as described in Article 3 of Attachment A.

7. FINANCIAL REPORTS:

Annual Audit (if required under 2 CFR §200 Subpart F or 2 CFR §910 Subpart F)	To Government Finance at Govt_Finance@epri.com no later than 120 days following completion of CONTRACTOR's Annual Audit
Annual Audit (if required under 2 CFR §200 Subpart F or 2 CFR §910 Subpart F)	To Government Finance at Govt_Finance@epri.com no later than 120 days following completion of CONTRACTOR's Annual Audit.

8. SUPPLIER CODE OF CONDUCT:

CONTRACTOR acknowledges that EPRI, as a non-profit scientific research organization, has core values which include research and business integrity, objectivity, and public benefit. In addition, EPRI is committed to interacting and transacting in an honest, transparent, and fair manner. To the extent applicable for the services performed under this Agreement, and consistent with Tennessee and federal law, CONTRACTOR agrees to abide by the principles and requirements set forth by the EPRI Supplier Code of Conduct ("Code of Conduct"); a copy of the Code of Conduct is available at: <http://contractor.epri.com>.

9. NOTICES:

All notices or communications required or permitted under this Agreement will be in writing and personally delivered or sent by registered or certified mail or by facsimile transmission to the address of each party as set forth below, or to such other address as either party may substitute by written notice to the other in the manner expressly provided for herein.

Electric Power Research Institute, Inc.

Attn: Jessica Carrese

942 Corridor Park Boulevard

Knoxville, TN 37932

Email: jcarrese@epri.com

Metropolitan Government of Nashville and Davidson
County

Attn: Kendra Abkowitz

1 Public Square

Nashville, TN 37201



10. EXECUTION:

This Agreement represents the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings (oral and written) with respect to the matters covered by this Agreement. Neither party has entered into this Agreement based on representations other than those contained in this Agreement. This Agreement may be amended only by a written agreement signed by all parties. This Agreement may be executed in counter-parts. Each party represents and warrants that the person signing this Agreement on such party's behalf has been duly authorized and empowered to enter into this Agreement.

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

ELECTRIC POWER RESEARCH INSTITUTE, INC.

By: See Attached Signature Page

By: Jessica Carrese Digitally signed by Jessica Carrese
Date: 2024.03.26 10:37:24 -04'00'

Print Name:

Print Name: Jessica Carrese

Title:

Title: Government Contracts Administrator II

Date:

Date:

**METRO SIGNATURE PAGE
FOR
SERVICES AGREEMENT WITH EPRI, Inc.**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

RECOMMENDED BY:

Marjorie Pomeroy-Wallace
Marjorie Pomeroy-Wallace, Chief of Staff
Office of Mayor Freddie O'Connell

3/29/2024 | 11:14 AM CDT

Date

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kevin Crumbo/mjw
Kevin Crumbo, Director
Department of Finance

4/1/2024 | 2:39 PM CDT

Date

APPROVED AS TO RISK AND INSURANCE:

Balaguer Cobb
Director of Insurance

4/1/2024 | 2:50 PM CDT

Date

APPROVED AS TO FORM AND
LEGALITY:

Courtney Mohan
Metropolitan Attorney

4/1/2024 | 5:08 PM CDT

Date

ATTEST:

Metropolitan Clerk

Date



ATTACHMENT A
TERMS AND CONDITIONS FOR
SERVICES AGREEMENT NUMBER 10016920

ARTICLE 1 - Provision of Services

1.1 General. EPRI desires to retain CONTRACTOR as an independent contractor to perform consulting services for EPRI, and CONTRACTOR is willing to perform such services ("Services") on the terms set forth under this Agreement and as described in the Schedule which is incorporated herein by reference.

1.2 Independent Contractor. Nothing in this Agreement shall in any way be construed to constitute CONTRACTOR as an agent or employee of EPRI, but CONTRACTOR shall perform the Services hereunder as an independent contractor. Nothing contained herein shall be construed to imply a joint venture or principal and agent relationship between the parties and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other in connection with the performance hereunder. CONTRACTOR agrees to furnish (or reimburse EPRI for) all tools and materials necessary to accomplish the Service under this Agreement, and shall incur all expenses associated with performance, except as expressly provided in the Schedule of this Agreement. Neither CONTRACTOR nor CONTRACTOR's employees or agents, if any ("CONTRACTOR's Employees"), will be eligible for any EPRI employee benefits.

1.3 Services. CONTRACTOR agrees to perform for EPRI the services described in the Statement of Work in Attachment B which is incorporated herein by reference.

ARTICLE 2 - Compensation and Payments

2.1 Maximum Expenditure. EPRI's maximum expenditure under this Agreement is set forth in the Schedule. EPRI shall not be obligated to pay the CONTRACTOR any amount greater than the Contract Cost Limitation.

2.2 Committed Fund Limitation. EPRI's obligation to pay the CONTRACTOR under this Agreement is conditional upon EPRI's commitment of funds for each calendar year (the "Committed Funds"). The Committed Funds are set forth in Section 3.3 of the Schedule and represent the maximum amount that the CONTRACTOR is authorized to expend or commit for the Services as of the last day of the applicable year. EPRI shall not be obligated for costs in excess of the applicable Committed Funds.

If EPRI fails to commit adequate funds to support the Services, and such failure results in a reduction in the scope of the Services, the CONTRACTOR may, by providing prompt notification of its election thereof to EPRI, treat such failure as a termination by EPRI pursuant to Article 8 of Attachment A. Unless otherwise notified by EPRI, the CONTRACTOR may carry forward any unexpended Committed Funds into succeeding years.

2.3 Invoicing. Invoices shall reference EPRI Agreement number **10016920** and shall be submitted either to EPRIinvoices@epri.com or mailed to EPRI at the following address by the 15th of each month:

Electric Power Research Institute, Inc.
Attn: Accounts Payable
3420 Hillview Avenue
Palo Alto, CA 94303-1338



Do not submit to multiple locations to ensure timely processing of the invoice. The invoice will include the name of the designated EPRI contact set forth in the Schedule and the CONTRACTOR's name, telephone number and remittance address. The period of time covered, including beginning and ending dates and an itemized statement of direct labor identified by key personnel and other reimbursable costs must be specified on each invoice. Personal car expenses will be reimbursed at the prevailing IRS rate per mile. Airfare will be reimbursed at coach rate only. Copies of all travel tickets and related travel expenses are required for reimbursement for travel costs. Additional detail, as may be required by EPRI, will be supplied upon request. CONTRACTOR's final invoice must be submitted no later than sixty (60) days after the end of the Period of Performance or termination of the Work.

2.4 Payments. EPRI's payments shall be directed to the CONTRACTOR's address shown on the invoice. EPRI will use best efforts to pay approved invoices within 30 days of receipt of the approved invoice.

2.5 EPRI Audit. CONTRACTOR agrees that EPRI may audit at its own expense, CONTRACTOR's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or for twelve (12) months after completion of the term.

ARTICLE 3 - Reports

3.1 CONTRACTOR shall submit EPRI interim and final reports prepared by the CONTRACTOR under this Agreement to EPRI in the form of electronic media in accordance with the EPRI format required at the time of the report preparation. The current format is available at: <https://www.epri.com/suppliers> or from the Project Manager. CONTRACTOR shall virus-check any electronic files. CONTRACTOR shall correct any failure to comply with report preparation requirements at its sole expense.

ARTICLE 4 - CONTRACTOR's Representations and Covenants

4.1 Conflicting Obligations. CONTRACTOR certifies that no outstanding agreement or obligation is in conflict with any of the provisions of this Agreement, or that would preclude CONTRACTOR or CONTRACTOR's Employees from complying with the provisions hereof, and further certifies that CONTRACTOR will not enter into any such conflicting agreement during the term of this Agreement.

EPRI and CONTRACTOR agree that CONTRACTOR and CONTRACTOR's Employees are free to provide services to others during the term of this Agreement, provided that CONTRACTOR does not engage in any such services or enter into any agreement inconsistent with or in conflict with any provision hereof.

4.2 Compliance with Laws. CONTRACTOR agrees to comply with present and future applicable federal and state labor and employment laws, including, but not limited to health, safety and environmental laws, regulations and orders.

4.3 Report Income. RESERVED

4.4 Standard of Care. CONTRACTOR and CONTRACTOR's Employees agree to perform Services with a standard of care, skill and diligence normally provided by a professional person in the performance of services of the type rendered hereunder.

4.5 Safety. CONTRACTOR and CONTRACTOR's employees, and other individuals working under the direction of the CONTRACTOR shall perform Work in a safe, workmanlike manner and in compliance with all customary safety practices and in accordance with all State, Federal and local laws, ordinances and regulations. If the Work is done on a third-party site, CONTRACTOR is responsible for signing and complying with Site Access Agreements with that third party, if any.

ARTICLE 5 - Intellectual Property Rights

5.1 Ownership. EPRI shall own all right, title, and interest in and to all tangible and intangible results and items produced or prepared by EPRI, arising in the course of performing or constituting the



results of the Services, including without limitation, documentation, computer programs and related software, and data (the "Technology"), and all intellectual property rights therein, including without limitation all current and future worldwide patents and other patent rights, utility models, copyrights, mask work rights, trade secrets, and all applications and registrations with respect to any of the foregoing ("Intellectual Property Rights"). CONTRACTOR hereby irrevocably transfers, conveys and assigns to EPRI in perpetuity all right, title, and interest in and to the Technology, including without limitation all Intellectual Property Rights with respect thereto.

5.2 Assistance. CONTRACTOR agrees to execute such documents, render such assistance, and take such other action as EPRI may request, at EPRI's expense, to apply for, register, perfect, confirm, enforce and protect EPRI's rights in the Technology.

5.3 Copyright Notices. CONTRACTOR agrees that EPRI may apply copyright notices to all copyrightable items of Technology, indicating EPRI's ownership of the copyrights in the item, using the following form:

"© Copyright 20__ Electric Power Research Institute, Inc., All Rights Reserved"

The year in the notice shall be the first year of publication or, if unpublished, the year in which the item was completed.

5.4 Notice of Inventions and Discoveries. Whenever any invention or discovery is made, conceived, or first reduced to practice by CONTRACTOR or CONTRACTOR's Employees or subcontractors (if any) in the performance of this Agreement, CONTRACTOR shall promptly furnish EPRI with complete information thereon in a format acceptable to EPRI including, without limitation, a written description thereof giving the date of invention and names of the inventors and others involved in its development.

5.5 Agreements with Employees. Except as otherwise authorized in writing by EPRI, CONTRACTOR will obtain written agreements with CONTRACTOR's Employees (if any) as necessary to effectuate the purposes of this Agreement.

5.6 No Claim. CONTRACTOR agrees that it will not assert or establish or assist any third party with respect to any claim for Intellectual Property Rights inconsistent with those granted to EPRI herein.

5.7 CONTRACTOR's Rights. Except as expressly authorized in writing by EPRI, CONTRACTOR shall have no rights to use, sell, distribute, publish, reproduce, modify, create derivative works of, make, or have made the Technology.

5.8 Licenses.

(a) CONTRACTOR agrees not to incorporate into the Technology any of its inventions, original works of authorship or trade secrets ("Prior Works") and not to knowingly include such Prior Works of other parties without first obtaining the written permission of EPRI and/or the written permission of such other parties if needed. To the degree that Prior Works are embedded, EPRI shall have a nonexclusive, perpetual, royalty-free, worldwide, irrevocable license to use, copy, create Derivative Works, manufacture, distribute, sublicense, market and support, or to cause or appoint others to do any of the foregoing.

(b) To the extent that CONTRACTOR owns any background patent or other rights and EPRI determines that such rights are necessary for full utilization of the Technology developed hereunder, CONTRACTOR agrees that the parties will in good faith negotiate the terms to make available, upon EPRI's request, to whomever EPRI may designate, such background patent or other rights in return for reasonable royalties on a nondiscriminatory basis.

(c) Subject to the provisions of the Tennessee Public Records Act and T.C.A § 49-7-120, EPRI grants CONTRACTOR a limited, revocable, royalty-free, nonexclusive, nontransferable license to use



the EPRI Materials, referenced in Attachment B, Statement of Work, or in the future under a binding amendment to the Agreement, only in the performance of Service under this Agreement and not for the benefit of any third party. For avoidance of doubt, "EPRI Materials" means, without limitation, all data, documents, machine readable software ("Object Code"), human readable software ("Source Code") (collectively, "Software") owned by EPRI as of the effective date of this Agreement and/or any amendment thereto. Release of EPRI Materials is subject to Export Control review and clearance. CONTRACTOR shall have no right to reproduce, distribute, sublicense, sell, lease, rent, or otherwise commercialize EPRI Materials or EPRI Intellectual Property Rights. Within thirty (30) days of the date of termination or the natural expiration of this Agreement and subject to records retention laws, CONTRACTOR agrees to return all copies of the EPRI Materials to EPRI and/or erase all electronic copies from CONTRACTOR computers, servers, or hand-held devices. The following Limitation of Warranties applies:

EPRI WARRANTS IT HAS THE RIGHT TO LICENSE OTHERS UNDER ITS COPYRIGHT AND PROPRIETARY RIGHTS IN EPRI MATERIALS. EPRI ASSUMES NO RESPONSIBILITY FOR ABATING ANY INFRINGEMENT OF ITS COPYRIGHT OR UNLAWFUL ACQUISITION OF INFORMATION IN THE EPRI MATERIALS ANY ACTION TAKEN WITH RESPECT TO ANY SUCH INFRINGEMENT OR UNLAWFUL ACQUISITION SHALL BE AT EPRI'S SOLE DISCRETION.

EPRI DOES NOT WARRANT THE NONINFRINGEMENT BY THE EPRI MATERIALS OF ANY OTHER COPYRIGHT OR OTHER PROPRIETARY RIGHT, DOMESTIC OR FOREIGN.

NEITHER EPRI, NOR ANY MEMBER OF EPRI, NOR ANY PERSON OR ORGANIZATION ACTING ON BEHALF OF ANY OF THEM:

(A) MAKES ANY WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FREEDOM FROM CONTAMINATION BY COMPUTER VIRUSES, OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE EPRI MATERIALS, OR

(B) ASSUMES ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY USE OF THE EPRI MATERIALS OR ANY PORTION THEREOF OR WITH RESPECT TO ANY DAMAGES WHICH MAY RESULT FROM SUCH.

5.9 Computer Programs. CONTRACTOR agrees that any computer programs and related software delivered to EPRI under this Agreement will be checked by CONTRACTOR to determine if it is free of viruses that are detectable using accepted industry practice at the time of delivery to EPRI. In addition, any such software delivered to other organizations, including but not limited to other EPRI contractors and electric utility companies, will also be checked by CONTRACTOR to determine if it is free of such viruses. CONTRACTOR will label all software and other electronic media with the date and method used to check for virus contamination and prior to delivery to EPRI or other organizations promptly replace any such software found to contain virus contamination as of that time with the software free of known viruses.

ARTICLE 6 - Confidentiality

6.1 Restrictions on Disclosure and Use. Subject to the provisions of the Tennessee Public Records Act and T.C.A § 49-7-120, CONTRACTOR acknowledges that during the term of this Agreement, it will be exposed to certain information concerning EPRI's business and technology and related information that is confidential or proprietary to EPRI ("Confidential Information"). Without limiting the foregoing and subject to the provisions of the Tennessee Public Records Act and T.C.A § 49-7-120, the Technology shall be deemed to be Confidential Information of EPRI. CONTRACTOR also acknowledges that during the term of this Agreement, it may be exposed to certain information concerning the business and technology and related information of an EPRI funder or other entity (a "Third Party") that is confidential or proprietary to such Third Party ("Third Party Confidential Information"). Subject to the provisions of the Tennessee Public Records Act and T.C.A § 49-7-120, CONTRACTOR agrees that during and after the term of this Agreement, it will not use any Confidential Information or Third Party Confidential Information except in accordance with



the provisions and for the purposes of this Agreement, and will not disclose any Confidential Information or Third Party Confidential Information to any third party without the prior written consent of EPRI.

6.2 Exceptions. The provisions of this Article 6 shall not apply to Confidential Information or Third Party Confidential Information to the extent that such information is:

(a) generally known or otherwise in the public domain prior to disclosure hereunder, or becomes so known subsequent to such disclosure through no fault of CONTRACTOR; or

(b) received by CONTRACTOR after the Effective Date of this Agreement without restriction from a third party not under an obligation to EPRI (or a Third Party, as applicable) not to disclose it and otherwise not in violation of the rights of EPRI or a Third Party, as applicable.

6.3 Pre-Existing Information from CONTRACTOR. Subject to the provisions of the Tennessee Public Records Act and T.C.A § 49-7-120, during the term of this Agreement, CONTRACTOR will not improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which CONTRACTOR has an agreement or duty to keep in confidence; and CONTRACTOR will not bring onto the premises of EPRI any unpublished document or proprietary information belonging to such employer, person or entity unless consented to in writing by such employer, person or entity.

6.4 Court Order. In the event documents related to the Technology or other documents relating to this Agreement are subpoenaed or otherwise required to be produced or made available to a third party by order of a court or governmental administrative agency, to the extent feasible and subject to the Tennessee Public Records Act and T.C.A § 49-7-120, CONTRACTOR shall promptly notify EPRI in writing and allow twenty (20) days from receipt by EPRI of such notice, for response by EPRI before producing such documents. Subject to the provisions of the Tennessee Public Records Act and to the extent permitted by Tennessee law, CONTRACTOR will cooperate with EPRI in obtaining a protective court order or take such other action as may be appropriate under the circumstances.

ARTICLE 7 - Indemnification

7.1 General Indemnity. RESERVED

ARTICLE 8 - Term and Termination

8.1 Term. The term of this Agreement is set forth in the Schedule and will continue until the expiration date therein or until the date of termination as provided below.

8.2 Termination. This Agreement may be terminated for any reason by EPRI upon thirty (30) days' written notice to CONTRACTOR.

8.3 Survival. Upon such termination all rights and duties of the parties toward each other shall cease except:

(a) that EPRI shall be obliged to pay, within thirty (30) days of the effective date of termination, all amounts owing to CONTRACTOR for earned but unpaid Services and related expenses (if any) in accordance with the provisions hereof; and

(b) the provisions of the following Articles shall survive termination of this Agreement: Compensation and Payments, CONTRACTOR's Representations and Covenants, Intellectual Property Rights, Confidentiality, Insurance, Dispute Resolution, Property, and Miscellaneous.



ARTICLE 9 - Insurance

9.1 Social Insurance. CONTRACTOR is self-insured and maintains its own injury-on-duty program for its eligible employees.

9.2 Liability Insurance. CONTRACTOR is a metropolitan form of government as set out under the Governmental Tort Liability Act in TCA 29-20-101, et seq., and as such has its liability limits defined by law. CONTRACTOR is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out in the statute. This self-insurance is for the benefit of the Metro Government only and provides no indemnification for any other entity whatsoever.

9.3 Additional Insured. RESERVED

9.4 Evidence of Compliance. CONTRACTOR shall provide EPRI with a statement of self-insurance within ten (10) days of the commencement date of the Services or the last date of execution of this Agreement, whichever is later (Effective Date).

ARTICLE 10 - Dispute Resolution

The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. In the event direct negotiation is unsuccessful, the parties may agree to participate in voluntary mediation. Any agreements reached by the parties utilizing these informal dispute resolution procedures are not binding unless the agreement is contained in an amendment to the Agreement that is executed in accordance with this Agreement. EPRI and CONTRACTOR may exercise such rights or remedies as either may otherwise have with respect to any dispute. Nothing in this provision shall create any right of either party to alternative dispute resolution, arbitration, or mediation.

ARTICLE 11 - Publicity Releases

11.1 Prior Approval. CONTRACTOR may not issue any publicity releases (including news releases and advertising) relating to this Agreement and the Services performed hereunder (other than a brief announcement upon execution of this Agreement) without the prior written approval of EPRI. Such approval shall not be unreasonably withheld. Any inquiry the CONTRACTOR receives from news media concerning this Agreement will be referred to the EPRI Public Information Department for coordination prior to response.

11.2 Credit to EPRI. Any technical paper, article, publication, or announcement of advances generated in connection with Services performed under this Agreement, during the Period of Performance or thereafter, shall give credit to EPRI. Nothing contained in this subarticle shall be deemed to grant CONTRACTOR any license with respect to the results of the Services.

ARTICLE 12 - Property

12.1 Prior Approval. Equipment shall not be purchased with EPRI funds, nor shall any improvement, modification or construction of real or personal property be made with EPRI funds, unless such purchase or expenditure has been specifically approved in writing by EPRI. Authorization for purchase shall not be granted, except in unusual circumstances, for equipment that can have general application to services other than the Services hereunder. Any property purchased pursuant to this Article shall be used only for the performance of the Services.

12.2 Title. Title to all tangible property, which is purchased with EPRI funds during the performance of this Agreement, shall vest at the time of acquisition in EPRI. The CONTRACTOR shall identify, maintain and dispose of EPRI property as instructed by EPRI.



12.3 Identification. The CONTRACTOR shall identify each item of property that has a unit cost of \$1,000 or more as EPRI property. A copy of the then current property list shall be provided to EPRI's Contact Person annually during the term of this Agreement and upon completion of the Services or termination of this Agreement.

ARTICLE 13 – Export Law

The parties shall comply with all laws, rules and regulations including, without limitation, all U.S. and foreign export and anti-corruption laws and regulations. The parties agree that access to Technology and EPRI Materials licensed to CONTRACTOR in Subarticle 5.8(c) (“Licensed products”) is granted with the specific understanding and requirement that responsibility for ensuring compliance with all applicable U.S. and foreign export laws and regulations are being undertaken by the parties. This responsibility includes an obligation to ensure that any individual receiving access hereunder who is not a U.S. citizen or permanent U.S resident is permitted access under applicable U.S. and foreign export laws and regulations. Both parties further understand and acknowledge their obligations to make a prompt report to each other and appropriate authorities regarding any access to or use of Technology and Licensed products hereunder that maybe in violation of applicable U.S. and foreign export laws and regulations. In addition, CONTRACTOR hereby warrants and agrees that no Licensed products, technical data, or other information or assistance furnished by EPRI pursuant to this Agreement, or any product or revision thereof, shall be re-exported or otherwise used by CONTRACTOR or its authorized transferees outside of CONTRACTOR's principal domiciliary country. These obligations shall survive any satisfaction, expiration, termination, or discharge of this Agreement or any other obligations.

ARTICLE 14 - Endorsements

CONTRACTOR acknowledges that EPRI neither endorses products or services, nor allows the data or other results of EPRI work to be used as an endorsement. Therefore, CONTRACTOR agrees that it will not, whether explicitly or through implication, use EPRI's name, logo, trademarks, the name, title, or statements of EPRI employees, this Agreement, or the results of work from this Agreement for advertising or other promotional purposes, raising of capital, recommending investments, or in any way that states or implies endorsement by EPRI. Any exceptions will require the advanced written approval of EPRI, which may be withheld at EPRI's sole discretion.

ARTICLE 15 - Miscellaneous

15.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without reference to conflict of law principles.

15.2 Assignment. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

15.3 Benefit. Subject to Subarticle 15.2 above, this Agreement is binding upon and shall inure to the benefit of the parties hereto, their representatives, successors and permitted assigns.

15.4 Waiver. No failure or successive failures on the part of either party, its successors or assigns, to enforce any covenant or agreement, and no waiver or successive waivers on its or their part of any condition of this Agreement shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of either party, its successors and assigns, to enforce the same in the event of any subsequent breach or breaches by the other party hereto, its successors or assigns.

15.5 Subcontract Flow-Down Requirements. Except as otherwise authorized in writing by EPRI, the CONTRACTOR will assure that the provisions in this Agreement are inserted in all Subcontract Agreements so that the provisions are applicable to the subcontractor and its employees.



15.6 Order of Precedence. In the event of a conflict between or among the terms of the Agreement documents, the order of precedence will be: the Services Agreement, the government contract Flowdown Clauses, the Services Agreement Terms and Conditions, the SOW, and then any other attachments to the Agreement in the order presented. If there are multiple Agreement amendments, the most recent amendment will have the highest precedence and the oldest amendment will have the lowest precedence.

15.7 Additional Provisions. To the extent they are applicable, CONTRACTOR will comply with the following Federal Government provisions (Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards) which are incorporated herein by reference as though set forth in full text to this Agreement: (i) Equal Opportunity Clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, as amended by Executive Order 11375, and implementing regulations at 41 CFR Part 60; (ii) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5); (iii) Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3); (iv) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5); (v) Rights to Inventions Made under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency; (vi) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), as amended; (vii) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). Contractors must complete a required certification; (viii) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors must complete a required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award; (ix) Procurement of Recovered Materials (2 CFR §200.323); (x) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216); and (xi) Domestic Preferences for Procurements (2 CFR 200.322).

**ATTACHMENT B
DOE CONTRACT CLAUSES**

SOURCING AGREEMENT 10016920

The following contract clauses are applicable to this Agreement in accordance with EPRI's Prime DOE Cooperative Agreement: DE-EE0010412.0000 (CFDA 81.087):

NOTE: In reading these provisions, any reference to "contractor" shall mean "recipient," and any reference to "contract" or "subcontract" shall mean "award" or "subaward."

The following are incorporated into this Award by reference:

1. **DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910** at <http://www.eCFR.gov>.
2. **Research Terms & Conditions (November 12, 2020) and the DOE Agency Specific Requirements (November 2020)** at <http://www.nsf.gov/awards/managing/rtc.jsp>.
Applicable if the Award is for research and the Award is to a university or non-profit.
3. **National Policy Requirements (November 12, 2020)** at <http://www.nsf.gov/awards/managing/rtc.jsp>.
4. **Applicable program regulations** at <http://www.eCFR.gov>
5. **Intellectual Property Provisions (NRD-821), Nonresearch and Development – Intellectual property rights are subject to 2 CFR 200.315 (e.g. institution of higher education or nonprofit organizations) or 2 CFR 910.362 (e.g. for-profit).**
6. **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 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.
7. **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.
8. **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.

9. 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.

10. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, EERE has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Statement of Project Objectives (SOPO) approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

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.

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 written 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.

11. 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. The 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.

12. Foreign National Access

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.

13. 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.

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.

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 *Solar Energy Technology Office (SETO)* Award Number DE-EE0010412."
- 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 be subject to a Data Management Plan as part of the Intellectual Property clause set 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

23. 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 any time. 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 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.

24. Cost Sharing

The Recipient must provide its required “Cost Share” amount as a percentage of the total project costs in each invoice period for the duration of the project period. Specifically, the cumulative cost share percentage provided to date on each invoice received must reflect, at a minimum, the cost sharing percentage specified in the Award on a budget period basis.

- **Cost Share Obligation** 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 its share (i.e., percentage as shown in Table 1 above) of the total project cost reimbursed as of the date of the termination or discontinuation.
- **Source of Cost Share** The Recipient may not use Federal funds to meet its cost sharing obligations, unless otherwise allowed by Federal law.
- **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.

25. Environmental, Safety and Health Performance of Work at DOE Facilities With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements. The Recipient is required apply this provision to its subrecipients and contractor.

26. Insolvency, Bankruptcy or Receivership

- 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.

- 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.
- 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.
- Failure of the Recipient to comply with this term may be considered a material noncompliance of this Award by the Contracting Officer.

27. 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.

B. Unique Entity Identifier (UEI) SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov. 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 UEI number to the Recipient. ii. May not make a subaward to an entity unless the entity has provided its UEI 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. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- 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.
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.

28. 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 contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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.

29. National Security: Classifiable Results Originating Under an Award This Award is intended for unclassified, publicly releasable research. The Recipient will not be granted access to classified

information. EERE does not expect that the results of the research project will involve classified information. Under certain circumstances, however, a classification review of information originated under the award may be required. DOE may review research work generated under this Award at any time to determine if it requires classification.

30. 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. Certain information, technology or material under an award may be considered exportcontrolled items that cannot be released to any foreign entity (organization, company, or person) without a license. All recipients, including subrecipients, must take the appropriate steps to obtain any required licenses, monitor and control access to restricted information and material, and safeguard all controlled items to ensure compliance with Export Controls. Under no circumstances may any foreign entity (organizations, companies, or persons) receive access to an export-controlled item unless proper export procedures have been satisfied and such access is authorized pursuant to law or regulation. The Recipient shall immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

31. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/pf-2022-17-department-energy-interim-conflictinterest-policy-requirements-financial>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must include all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports. Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the with the other requirements set forth in DOE's interim COI Policy.

32. Organizational Conflict of Interest

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action

involving a related organization. 2 CFR 200.318(c)(2). The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance. If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award unless continued performance is determined to be in the best interest of the Federal government. The Recipient is responsible for ensuring subrecipient compliance with this term.

33. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal funds and recipient cost share) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain

equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. See Public Law 115-232, section 889 for additional information.

34. Participants and Other Collaborating Organizations Prior to award, the Recipient was required to provide the following information on participants and other collaborating organizations. If there are any changes to Participants and Collaborating Organizations information previously submitted to DOE, the Recipient must submit updated information within 30 calendar days after the end of the quarterly reporting period in which the change occurred:

A. What individuals have worked on the project

List of (1) Project director(s)/Principal investigator(s) (PDs/PIs); and (2) each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort).

i. Name and role the person played in the project

The total number of months (including partial months) (Calendar, Academic, Summer) that the individual worked on this project and it what role, using the project roles identified below.

ii. Project Roles:

PD/PI
Co PD/PI
Faculty
Community College Faculty
Technical School Faculty
K-12 Teacher
Postdoctoral (scholar, fellow or other postdoctoral position)
Other Professional
Technician
Staff Scientist (doctoral level)
Statistician
Graduate Student (research assistant)
Non-Student Research Assistant
Undergraduate Student
Technical School Student
High School Student
Consultant
Research Experience for Undergraduates (REU) Participant
Other (specify)

iii. How the person contributed to the project

iv. The person's state, U.S. territory, and/or country of residence

The location from which the person collaborated (internationally or U.S.-based). Whether this person collaborated internationally with an individual located in a foreign country and whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what the duration of stay was.

If the participant was not U.S.-based, whether this person traveled to the U.S. or another country as part of a collaboration, and, if so, where and what the duration of stay was.

B. Other organizations involved as partners

Partner organizations – academic institutions, other nonprofits, industrial or commercial firms, state or local governments, schools or school systems, or other organizations (foreign or domestic) – that have been involved with the project.

C. Other collaborators or contacts involved

Significant collaborators or contacts within the recipient's organization that may not be covered by "What people have worked on the project?" Likewise, some

significant collaborators or contacts outside the recipient's organization may not be covered under "What other organizations have been involved as partners?"

Identify the state(s), U.S. territory(ies), or country(ies) of collaborations or contacts.

35. Diversity, Equity, and Inclusion (DEI)

Prior to award, the Recipient submitted a Diversity, Equity, and Inclusion (DEI) Plan that described the actions the Recipient will undertake to incorporate diversity, equity, and inclusion elements in the project funded under this Award. The Recipient must meet the stated objectives and milestones set forth in its DEI Plan, which is incorporated into the Award as Attachment 5. A report on the Recipient's progress towards meeting the objectives milestones set forth in the DEI plan must be included in the continuation application.

36. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

37. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, Protection of Human Research Subjects, 45 CFR Part 46, Protection of Human Subjects (subpart A which is referred to as the "Common Rule"), and 10 CFR Part 745, Protection of Human Subjects.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of

participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate. The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. Note: This list of examples is illustrative and not all inclusive. No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and

2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB. The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at

<https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>.

Note: If a DOE IRB is used, no end of year reporting will be needed. Additional information on the DOE Human Subjects Research Program can be found at:

<https://science.osti.gov/ber/human-subjects>



ATTACHMENT C: SOURCING STATEMENT OF WORK

Contractor Name: Metropolitan Government of Nashville and Davidson County

EPRI Contract ID: 10016920

Contract Title: "City of Nashville - DOE ARCHER Research and Dashboard Development"

EPRI Task ID: 1-118366-01-01

Introduction and Background

Accelerating Resilience of the Community through Holistic Engagement and use of Renewables Planning Framework (ARCHER) calls for an all-in approach to energy resilience guided by community needs and direction. ARCHER seeks to optimally locate distributed energy resources (DERs), underpinned by solar PV, to provide higher and measurable energy resilience to power disruptions caused by extreme weather events. ARCHER will be informed by new and improved metrics to evaluate portfolio options for investments and trade-offs for the community and grid operators to consider. A key part of ARCHER is in layering more traditional datasets with new data and information on natural disaster, environmental, economic, demographic, and social factors to guide planning. ARCHER will also leverage existing methodologies and tools, including city and county emergency preparedness plans.

The Department of Energy (DOE) has called out the "Nation's critical infrastructure," noting that during times of crisis, certain loads are of high priority (e.g., safety, public health, and national security). While it may be many years before there is enough distributed renewable generation to power everything 24/7, there should be a way to power critical infrastructure much sooner. As renewable resources continue to grow, as well as complementary technologies such as battery storage and flexible loads, it is appropriate that we look at these systems and ask, "How can these resources be better utilized to provide resilience to the community?"

The organizations on the project team have been active in promoting DER, namely solar PV, for many use cases and striving to maintain a resilience distribution grid. EPRI and a group of partners are currently working on DOE FOA-1987 to find viable pathways for isolated portions of the grid through which existing solar PV and storage resources can sustain critical loads to promote grid-forming inverter capability for solar PV and storage. The Nashville Electric Service (NES) 20-year distribution system study includes resilience projects and distribution automation devices. Notably, North Nashville's 13.8 kV feeders have a high percentage of transferable loads within limited capabilities on the 4 kV feeders. NES and TVA offer several renewable programs to customers, including Green Invest (utility scale), Green Switch, Green Flex, Dispersed Power Production (DPP), and Music City Solar Community Solar. EPRI has worked with TVA in prior projects and proposals, including distribution system analysis using the DRIVE tool. An example of previous work between NES and EPRI is documented in the report on Distribution System Reliability Practices: Noteworthy Practices at Nashville Electric Service.

Objectives

Overall Project Goals:

The project's goal is to minimize the potential burden on local residents, especially in disadvantaged communities, due to insufficient energy resilience. Existing resilience frameworks are focused on specific utilities planning studies and do not consider community centric resilience requirements, needs, and community owned DER assets. To this date, limited resources are available to analyze resilience enhancements with DERs across various communities, and existing ones are electric utility centric. There is no community resilience model that accounts for dependent sectors and facilities from multiple stakeholders. This project will seek to overcome this by developing an adaptable, repeatable, and scalable framework that will guide energy resilience planning in a variety of community contexts (such as rural, urban, and suburban) and across multiple demographics. For the first time, this project will build on prior efforts to bring together new datasets and apply those to integrate planning for community resilience and distribution resilience. Due to ever-increasing reliance on electric power to drive our economy and everyday lives, electric utilities, community choice aggregators (CCA), community-based organizations (CBOs), community leaders, city personnel, and others are well positioned to support community resilience planning leveraging information exchange between stakeholders before, during, and after extreme weather events.

The plan is to focus ARCHER deployment in Nashville, Tennessee, in partnership with NES, the Metropolitan Government of Nashville and Davidson County (City of Nashville), Tennessee State University (TSU), and other local CBOs to demonstrate the proof-of-concept. Deployment will occur in historically African American underserved community of North Nashville, a disadvantaged area directly impacted by a destructive tornado in 2020, which caused extended power outages. Outage and associated infrastructure data will serve as a test case. Testing, validating, and refining the planning framework is critical in determining success. The methodology will be further validated by extending the applicability of the proposed approach using data collected from Marine Clean Energy (MCE) for the City of Fairfield and Vallejo and surrounding counties or another Community Choice Aggregator and associated community.

Due to recent extreme weather events, this community will provide ample learning opportunities for exploring resilience needs. The tornado and the derecho in 2020 are fresh enough that the multistakeholder, multidisciplinary Community Resilience Advisory Board (CRAB) can recount what could have been different if community energy resilience was improved. The community engagement and feedback about recent storms and ARCHER's deployment is key to minimizing community impacts and mitigating long-duration power outages caused by extreme weather.

Contract Specific Objective(s): The City of Nashville will provide review and advice on the ARCHER framework, apply the framework to determine an optimal location(s) for a resilience hub in North Nashville, and test the framework use data from a recent extreme weather event. Additionally, the City of Nashville will provide support to the ARCHER project team with outreach to the community of North Nashville.

Third Party Intellectual Property

NA

Tasks

Primary Tasks

The primary task for the City of Nashville is to serve as an advisor to the tasks noted below so that the project deliverables has input from the city as well as the community of North Nashville. EPRI is seeking this input and how the framework can be applied in order to understand and begin planning for a Resilience Hub in North Nashville.

Secondary Tasks

The City of Nashville shall contribute to the following secondary tasks to support the project team in developing the ARCHER framework and applying it to the City of Nashville.

1. **(Task 2 in final SOPO)** Community Engagement Strategy: Document practices to engage the community to understand how the community deals long-duration power outages. Gather recommendations on which community resources and services are the most critical to the community. Understand general makeup of the community and how it functions during events.
 - 1.1. Community Engagement Guide: Establish steps to form an advisory group to guide the community's energy resilience needs. Give priority to individuals serving in community-based organizations (CBOs) and minority-serving institutions (MSIs) to provide insights into the needs of underserved, overburdened, and disadvantaged communities (DACs). Set forth the topical discussions about planning for energy resilience.
 - 1.2. Selection and/or Creation of Energy Resilience Metric(s) by Community Advisory Group: Establish a set of metrics from which to base the energy resilience needs of the community on. These metrics will be included in the guide for Subtask 2.1.
2. **(Task 3 in final SOPO)** Identification of Essential Resource Needs of the Community: Understand the unique resilience needs of the community and identify needed resources.
 - 2.1. Development of Planning Criteria: Develop criteria to assist the community and utility in understanding community needs and determining what services and shelters need energy resources to continue operations during extreme weather events.
 - 2.2. Evaluation of Existing Energy Resources within a Community: Assess the current energy resources that could be utilized to provide resilience to the community through a step-by-step process. These energy sources must be tied to the resilience needs of the community to determine what additional planning must be conducted.
3. **(Task 4.0 in final SOPO)** Combine Social, Energy, and Grid Vulnerabilities into Common Energy Resilience Metric: Combine the vulnerabilities of the community and the electrical grid and energy resources, such as solar PV, into a common resilience metric that helps assess areas within the community that are more susceptible to extreme weather events.

- 3.1. Document Methodology to Understand Risks to a Community for Metric Development: Leverage tools, such as the Social Vulnerability Index and EPA's EJSCREEN, to provide indicators of risk to account for energy and grid vulnerabilities. Develop methodology to account for parameters that link to community energy resilience.
- 3.2. Creation of a Metric for Energy Resilience Planning: Develop a metric or overall risk assessment score to determine location-specific community energy resilience based on socioeconomic, energy, grid, climate/weather, and environment parameters and convert to expected outage duration by event type.
4. **(Task 5 in final SOPO)** Preliminary Community Resilience Data Exchange Platform Work: Develop a demonstration version of open-source data exchange platform geared for community members that have limited experience with power systems and resilience. Perform a mock exercise simulating how the community and the utility would share information before, during, and after an extreme weather event resulting in a long-duration outage.
 - 4.1. Data Requirements for Community-Utility Energy Resilience Data Exchange Platform: Develop data requirements for the data exchange platform for the data that needs to flow from the community to the utility and the utility to the community.
 - 4.2. Open-Source Functional Requirements for Data Exchange Platform: Conceptualize, architect, and design functionality of the data exchange platform.
5. **(Task 6 in final SOPO)** Testing, Validating, and Adjusting the Community Energy Resilience Framework — Key Elements of the Framework: ARCHER largely involves development of new methodologies, tools, metrics, assessment, and other procedures. As a result, it is imperative to test, validate, and refine key elements of the framework to ensure applicability to both the community and the utility. The following subtasks and associated milestones are designed to test key elements using real world data to determine the overall effectiveness:
 - 5.1. Gather Data for Testing the Framework: Data will be gathered throughout most of the project.
 - 5.2. Apply and Refine Community Engagement Strategy: Apply the community engagement strategy and adjust strategy based on learning of its application.
 - 5.3. Apply and Refine the Criteria for Essential Community Resource Needs: The objective is to apply the criteria for essential community resource needs and adjust criteria based on learning of its application.
6. **(Task 8 in final SOPO)** Develop Procedures to Link Community Needs to Various Types of Extreme Weather Events: Link community needs to type of extreme weather events likely to occur. Community vulnerabilities will serve as an input to the analysis in Subtask 6.3.
7. **(Task 9 in final SOPO)** Prioritize Energy and Grid Resilience Projects: Determine cost-efficient options for resilience through DER (e.g., solar PV) and grid improvements.
 - 7.1. Plan for Prioritizing Energy and Grid Resilience Projects: Develop a plan to prioritize resilience projects based on the grid improvement and energy resource installations requirements to meet community needs.

- 7.2. Ingest Utility Model/Data into OpenDSS: Prepare for electric system simulations of the local grid for the study area.
- 7.3. Analysis Utility System to Identify Resilient Energy Pathways: Conduct simulation analyses of the utility system to identify viable primary and secondary energization pathways to supply energy to critical infrastructure identified as resilience hubs within the community. Identify technically viable and lowest-cost solution to provide energization pathways to critical infrastructure of the community from DER.
8. **(Task 10 in final SOPO)** Conduct an Economic Analysis of DER Options for Providing Resilience to Community: Perform an economic assessment to determine cost-effective solution to advance community resilience. The analysis will: 1) convene community leaders, energy providers, and critical facility owners to identify regulatory, technical, and economic barriers and viable solutions to enable community microgrid frameworks; 2) define use cases and scenarios and identify economic value opportunities; and 3) run economic viability analyses.
9. **(Task 11 in final SOPO)** Development and Teaching of STEM Course for Local Schools: Local university will take lessons learned from the research and develop a community energy resilience STEM course for local area school students with a focus on schools in disadvantaged communities. The objective is to introduce the concepts of community energy resilience being applied in their community and to expose the students to careers in energy and electrical engineering. The course will be recorded and made available to other schools.
10. **(Task 12.0 in final SOPO)** Final Version of Community Resilience Data Exchange Platform: Develop a demonstration version of open-source data exchange platform geared for community members that have limited experience with power systems and resilience. Perform a mock exercise simulating how the community and the utility would share information before, during, and after an extreme weather event resulting in a long-duration outage.
- 10.1. Model Development of Data Exchange Platform: Develop the Common Information Model (CIM) for data exchanges ensuring flow between systems.
- 10.2. Data Exchange Platform Development: Create an alpha-version of a platform to test communication and data sharing needs between the community and the utility before, during, and after an extreme weather event.
11. **(Task 13.0 in final SOPO)** Testing, Validating, and Adjusting the Community Energy Resilience Framework - Key Elements of the Framework: ARCHER largely involves development of new methodologies, tools, metrics, assessment, and other procedures. As a result, it is imperative to test, validate, and refine key elements of the framework to ensure applicability to both the community and the utility. The following subtasks and associated milestones are designed to test key elements using real world data to determine the overall effectiveness:
- 11.1. Gather Data for Testing the Framework: Data will be gathered throughout most of the project.

- 11.2. Apply and Refine Methodology for Common Energy Resilience Metric: The objective is to apply the methodology to combine vulnerabilities into a single metric.
- 11.3. Apply and Refine Procedures to Link Community Needs to Weather Events: The objective is to apply the procedures to link community needs to various types of extreme weather events and adjust procedures based on learning of its application.
- 11.4. Prioritize Energy & Grid Resilience Projects for Community Energy Resilience: The prioritization of energy and grid resilience projects tested.
- 11.5. Table-top Exercises to Test Data Exchange Model/Platform: Test the framework in an operational setting with the community and utility through a mock exercise(s) to exchange data during an extreme weather event. An example of this, is to replay a recent event and the resulting damage to the community and the electric utility infrastructure. The community energy resilience design will be tested versus the base case of the grid as it was with not resilience improvement.

Deliverables

The city of Nashville will contribute to the project deliverables as noted in the Milestone section below. The primary contribution will be to infuse the perspective of the city into all deliverables and tasks noted.

Schedule/Milestones

Completion of project tasks and milestones is set for 5/1/2025. The City of Nashville will contribute to the project team completing the outlined milestones below in concert with the EPRI and/or ARCHER project team members. The City of Nashville will provide input to each listed milestone from a city perspective.

Milestone # (Y-T-M)	Month of completion (from start of the project)	Performance Metric for Overall Project	Success Value for Overall Project	Assessment Tool / Method of Measuring Success Value	City of Nashville Role
1.2.1 Comm. Advisory Board	M6	# of people serving on the community advisory board	More than 10 people within the community	Count. A target minimum of ten serving on the community advisory board from diverse backgrounds within the community	City of Nashville to nominate one or more people to serve on the community resilience advisory board.

Milestone # (Y-T-M)	Month of completion (from start of the project)	Performance Metric for Overall Project	Success Value for Overall Project	Assessment Tool / Method of Measuring Success Value	City of Nashville Role
				(i.e., business reps, community reps, local gov't, etc.).	
1.2.2 List of Comm. Metrics	M6	# of metrics used	More than 5 community resilience metrics	Count. Create a list of existing and new metrics developed to assess resilience.	City of Nashville to provide a list of metrics used to plan for resilience
1.3.1 Criteria for Comm. Needs	M7	List of criteria	1	Count. Report listing the criteria for assessing the needs of the community during long duration power outages.	City of Nashville to contribute to the list of criteria for resilience planning
1.3.2 Energy Resources Form	M8	Completed form	1	Count. Form list of community energy resources.	City of Nashville to contribute to and review form for applicability of energy resources for community resilience.
1.4.1 Meth. For Res. Metric	M9	Methodology documented	1	Count. Methodology for a metric to measure community energy resilience.	City of Nashville to contribute to and review documented methodology for applicability to community resilience.
1.4.2 Comm. Energy Resilience Metric	M12	# of individual metrics combined	Combining 3 or more metrics into one	Count. A minimum of three resilience metrics for community and/or grid resilience	City of Nashville to contribute to and review resilience metrics to combine to ensure

Milestone # (Y-T-M)	Month of completion (from start of the project)	Performance Metric for Overall Project	Success Value for Overall Project	Assessment Tool / Method of Measuring Success Value	City of Nashville Role
				metrics combined.	applicability to community resilience.
1.5.1 List of Data Req. for Data Exch.	M8	# of data variables used in the data exchange	10 or more	Count. Number of data variables used in the data exchange platform to convey information.	City of Nashville to advise on the data variables that would be beneficial to the city when evaluating the near real time response to an event.
1.5.2 Functional Req. Data Exchange	M12	Report	1	Count. Report documenting the functional req. for the data exchange platform.	City of Nashville to review the report for applicability to the city and the community's needs during an event.
1.6.1 - 2.6.3 Testing - Entire Framework	M6-M12	Number of adaptations to framework elements	1 or more changes	Count. Track the changes between the original framework elements and the final version.	City of Nashville to provide recommendations to the project team of needed changes to the framework.
2.8.1 Linkage of Needs to Events	M14	# of weather events linked to needs	More than 2 weather events linked	Count. More than two types of weather events linked to community needs.	City of Nashville to provide details of recent storm events and their impacts to the residents.
2.9.1 Priority Plan - Comm. Res.	M15	Prioritization plan	1	Count. Development of a step-by-step plan to prioritize community energy resilience projects.	City of Nashville to review the plan for applicability to the city and the community's

Milestone # (Y-T-M)	Month of completion (from start of the project)	Performance Metric for Overall Project	Success Value for Overall Project	Assessment Tool / Method of Measuring Success Value	City of Nashville Role
					needs during an event.
2.9.2 NES to OpenDSS Data Conversion	M13	Circuit model curation	3 or more circuit models	Count. Three or more candidate distribution circuit models suitable for detailed testing.	City of Nashville to review the report for applicability to the city and the community's resilience plan.
2.9.3 Simulation Results for NES circuits	M14	# of energy pathways	2 or more energy pathways per resilience hub	Count. Two or more energy pathways per potential resilience hub.	City of Nashville to review the diagrams for the potential energy pathways to inform team on how these align with the city's plan for a resilience hub in North Nashville.
2.10.1 CBA on DER Options	M16	# of analyses reflecting the cost and benefits	3 or more	Count. Three or more CBA options for energy resources and/or energy pathways.	City of Nashville to advise the project team on the costs and benefits to the city for the proposed DER options.
2.12.1 Inform. Model of Data Exch.	M16	Diagrams	More than 1	Count. Diagrams showing the comms paths, data flows, and I/O.	City of Nashville to advise on the creation of the data model for the data exchange.
2.12.2 Prototype of Data Exchange	M21	Functionality demonstration	1	Count. Demonstration of the data exchange platform using real world data.	City of Nashville to comment on the Data Exchange Platform and the potential benefits of it.

Milestone # (Y-T-M)	Month of completion (from start of the project)	Performance Metric for Overall Project	Success Value for Overall Project	Assessment Tool / Method of Measuring Success Value	City of Nashville Role
2.13.1 - 2.13.4 Testing - Entire Framework	M6-M16	Number of adaptations to framework elements	1 or more changes	Count. Track the changes between the original framework elements and the final version.	City of Nashville to participate in the testing and application of the framework to North Nashville.
2.13.5 Table-top exercises	M24	Use of data exchange platform	1 or more scenarios tested	Count. At least one scenario tested with data exchange.	City of Nashville to participate in the testing and application of the framework to North Nashville as well as to reviewing and contributing to the report delivered to DOE.

EPRI Material/Other Documents

NA.



Exhibit D:

Contract Cost Estimate (Footnote A)
EPRI 112 09/14 R

Information called for by this form is required for contract award.

NAME OF OFFEROR City of Nashville (Kendra Abkowitz)		PROPOSAL NO. / EPRI AGREEMENT NO. / RFP NO.	PAGE ____ OF ____
HOME OFFICE ADDRESS Office of Mayor John Cooper 1 Public Square Nashville, TN 37201		PROJECT TITLE: ARCHER Planning Framework	
DIVISION(s) AND LOCATION(s) (where work is to be performed)		THIS FORM COVERS: (Check one) <input type="checkbox"/> Task(s) No. <input checked="" type="checkbox"/> Total Cost Estimate	
		PERIOD OF PERFORMANCE Start Date End Date	
Vendor Tax ID #. Please do not list your SS#.	Phone Contact Number (615) 762-6849		

	Estimated Costs (US dollars)	Total Estimated Cost (US dollars)	Schedule Reference (Footnote B)
1. Direct Material (instruction B.1)			
2. Subcontracted Effort (Instruction B.2)			
3. Interdivisional Effort (Instruction B.3)			
4. Equipment Rental/Lease (Instruction B.4)			
5. Special Equipment (Instruction B.5)			
6. Consultants (Instruction B.6)			
7. Outside Special Testing (Instruction B.7)			
8. Travel (Instruction B.8)			
9. Other Direct Costs (Instruction B.9)			
10. Direct Labor* (Instruction B.10)	Est. Hours	Rate/Hour	\$
a. Engineering			0
b. Programming			0
c. Technician			0
d. Manufacturing/Fabrication			0
e. Other (List)	416	\$76.92	31,999
f. Total Direct Labor	416		31,999
11. Total Direct Costs			31,999
12. Overhead (Instruction B.11)	%	X Base \$	\$
a. Fringe Benefits			0
b. Overhead			0
c. Other			0
d. Total Overhead	EPRI shall receive Government rates <input type="checkbox"/>		0
13. Total Direct Cost and Overhead			31,999
14. General and Administrative Expense Excluding IR&D Expense (Rate ____ % of cost element number 13) (Instruction B.11)	Enter Rate %		0
15. IR&D Expense (Instruction B.12)			
16. Total Estimated Cost			31,999
17. Fixed Fee Rate ____ % /Contractor Cost Sharing Rate 100%			(31,999)
18. Total (An itemization of the Total cost must be detailed above. A lump sum amount is not acceptable.)			(0)

*For Time and Materials contracts, leave lines 12-17 blank.

This proposal reflects our best estimates as of this date in accordance with the instructions for preparation of cost estimate and the footnotes which follow.

Dr. Kendra Abkowitz, Chief Sustainability and Resilience Officer, Nashville/Davidson County
Typed Name and Title

This proposal is valid for a period of 90 days from the signed date, unless otherwise specified herein days:

Kendra Abkowitz

Signature (Required)

6/26/2023

Date

FOOTNOTES:

- A. Submission of this form alone does not constitute an acceptable proposal. **Costs listed above require supporting information accompanying this form.** For further details of supporting information, refer to the "Instructions" tab below on the electronic form or [Click here for EPRI.com "Contractor Resources" page](#)
- B. For each item of cost, reference the schedule which contains the required supporting data.
- C. If you have not done business with EPRI before or in the last five years, please send a message to receive the New Vendor Information Form from: EPRI Vendor Administrator_vendoradmin@epri.com

and complete then submit the New Vendor Information form.

DIVERSITY, EQUITY, INCLUSION PLAN (DEIP)

Applicant: Electric Power Research Institute, Inc. (EPRI)
Principal Investigator: Jared Green, EPRI, Principal Investigator
Major Participants: EPRI, Tennessee Valley Authority (TVA), Nashville Electric Service (NES), City of Nashville, Tennessee State University (TSU), Larsen & Toubro Limited, US Branch (L&T)
Title: *Accelerating Resilience of the Community through Holistic Engagement and use of Renewables (ARCHER) Planning Framework*

Equity Impacts

EPRI's project plans to directly engage underserved, overburdened, and disadvantaged communities (DACs) and advance resilience. The project focuses on the community of North Nashville for the purpose of developing and demonstrating a community-focused planning framework for energy resilience. North Nashville has over 29% of its population below the poverty level compared to 11% for the city of Nashville and 14.6% for the state of Tennessee.¹ The race and ethnicity makeup of the community is 63% black, 30% white, 2% Hispanic, and 5% other. DOE's Disadvantaged Communities Reporter identifies census tracts in North Nashville as Disadvantaged.² Studies indicate that these demographic groups, such as poorer families and minorities as well as older adults, tend to be the least likely to be prepared, in terms of having food, water, and medications, for long duration power outages following extreme weather events.^{3,4,5} As a result, it is critically important to develop specific energy resilience plans tailored for the unique demographic and socioeconomic characteristics of individual communities to ensure equity of electric service.

The ARCHER project and resulting framework intends to empower the community of North Nashville to plan for energy resiliency through a partnership with Nashville Electric Service (NES) and the City of Nashville. The formation of a Community Resilience Advisory Board (CRAB) will bring together key community leaders and community-based organizations (CBOs) that understand the unique challenges the community faces to withstand and recover from extreme weather events. EPRI and the project participants will merge input from the CRAB and social, demographic, and environmental data with energy infrastructure analyses to craft a resilience plan specifically for the community of North Nashville. The ARCHER planning framework intends to be replicable for other DACs, accounts for the differences in energy and social

¹ <https://censusreporter.org/profiles/86000US37208-37208/>

² <https://energyjustice.egs.anl.gov>

³ <https://www.tandfonline.com/doi/abs/10.1080/01634372.2018.1489929>

⁴ <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6181821/>

⁵ https://www.sciencedirect.com/science/article/pii/S0749379710006136?casa_token=XW8zWgwEWIAAAAAA:6AADWECZVplRcm7tsKripRM8QEUwJNnTvMGwr3tOZSTilpgFGzFj62SrveTa1tzT07LMaxOd3p8

burden, living conditions, and access to services unique to each community and informs investments in resilience within a community and even down to individual neighborhoods.

Benefits

The project intends to provide a platform for the community to engage in the energy resilience planning for their neighborhood. CBOs within North Nashville (including faith-based organizations) and minority-serving institutions (MSIs), such as Tennessee State University, an HBCU located in North Nashville, are well-suited to represent the perspectives and needs of DACs. Through this community engagement, the utility, the city, and the community itself can better understand unique community needs for energy resilience and ways to advance overall resilience. The following benefits for underserved communities can be expected:

- *Assessing the Readiness of the Community* – The project would support the development and application of measures or metrics to define energy resilience of the community before, during, and after a major weather event and widespread power outages within the community. The CRAB, providing community priorities for the energy resilience plan, could work with the utility to prioritize the restoration of power to key resources and customers during an extreme weather event.
- *Elevating Voices of the Community* – The community's engagement would inform the development of a community energy resilience framework that can then be used at NES and by other utilities and communities around the U.S., especially DACs.
- *Providing Leadership through Action* – The community through the CRAB can assist in the development of a Community Energy Resilience Playbook for other communities in Nashville, Tennessee, and the US to replicate the advances in energy resilience planning realized through the project with North Nashville.
- *Grassroots Identification of Energy Challenges* – Through community engagement events as well as the CRAB and partnerships formed within the ARCHER project, the community can help NES and the city of Nashville understand unique impacts, such as health, economic, and social impacts, of the local community during long-duration outages and better plan for and respond to future events.
- *Shared Experiences to Enhance Resilience* – The project would facilitate the community's ability to engage with other communities and organizations through the TVA's Connected Communities Initiative and EPRI's Climate READi (REsilience and ADaptation initiative) that is seeking to bring energy resilience to communities.

How Diversity, Equity, and Inclusion Objectives Will Be Incorporated in the Project.

The project supports diversity, equity, and inclusion starting with a project team consisting of a non-profit research company with a diverse workforce; a local utility serving a diverse group of customers in the city of Nashville; a diverse local community supporting the project and serving as the research area; Tennessee State University, an HBCU, located within the study area and

participating as the research university; and a multinational company in L&T providing technical and analytic support. Energy equity and inclusion are key aspects of the project plan leveraging community engagement and directly addressing energy equity and resilience for a disadvantaged community of color. Additionally, the project's education opportunities include involving HBCU students in the research and involving members of the community in education about the electric system and related infrastructure and operations.

The following list of actions demonstrate how the proposed project would incorporate diversity, equity, and inclusion into the project.

a. Include persons from groups underrepresented in STEM as PI, co-PI, and/or other senior personnel

The project team includes underrepresented groups in STEM in key, senior level positions. If awarded, the project team will seek to select key personnel from groups underrepresented in STEM considering the project needs and employees relevant experience.

Additionally, EPRI's strategy associated with this initiative will include efforts to engage HBCUs and other institutions that serve historically disadvantaged communities. In addition to schools, EPRI leverages our participation in organizations such as the National Society of Black Engineers (NSBE), the Society of Hispanic Professional Engineers (SHPE), the Society of Women Engineers (SWE) and the Society of Asian Engineers and Scientists (SASE). EPRI is also targeting veterans as part of our on-going recruiting and sourcing efforts. We have regularly attended events coordinated by the Service Academy Career Conference (SACC) and the Society of American Military Engineers (SAME). These efforts are not unique to this program but represent part of an existing effort that is in place to support our long-term diversity goals.

The project includes an educational task that promotes STEM through the teaching of a workshop/class by TSU faculty and students to the Metro Nashville Public Schools.

b. Include persons from groups underrepresented in STEM as student researchers or post-doctoral researchers

As part of EPRI's on-going diversity initiatives, we engage with several HBCUs and other institutions that serve historically disadvantaged communities. For the proposed ARCHER planning framework project, EPRI plans to partner with Tennessee State University. As an HBCU, TSU will utilize students from groups underrepresented in STEM as student researchers.

In addition, EPRI has a strategy to reach out to middle and high schools to influence students to seek a career in STEM. Through this project EPRI will have the opportunity to extend this outreach to college as well as middle-high school students in North Nashville.

c. Include faculty or students from Minority Serving Institutions as PI/co-PI, senior personnel, and/or student researchers, as applicable

Tennessee State University (TSU) is a lead participant in the proposed project. Faculty from the Engineering, Psychology, and other departments will be key team members in the project. The

faculty will guide student researchers in project tasks to engage the community, assist with energy resilience planning for North Nashville, and help to test, validate, and adjust the ARCHER planning framework for the city of Nashville and other communities/cities.

d. Enhance or collaborate with existing diversity programs at your home organization and/or nearby organizations

EPRI has an existing Diversity, Equity and Inclusion strategy that supports initiatives and hiring across the institute. Examples of these efforts include:

- i. Participation in national diversity hiring events with NSBE, SWE, SHPE and SASE.
- ii. Participation in veteran targeted events with SACC and SAME.
- iii. Campus hiring events with colleges and universities targeting underserved populations including, but not limited to, Morgan State, San Jose State University, North Carolina A&T, Howard University, and Florida A&M.
- iv. EPRI-U and GridEd education and training initiatives seek to increase diversity in energy industry roles, including jobs in renewable energy and the clean energy transition.
- v. Diversity council, employee resource groups and community outreach.

As part of this project, EPRI will develop its relationship with Tennessee State University and plans to conduct future hiring events at TSU. Additionally, the project will afford EPRI the opportunity to work along side TSU students and to expose them to the electric utility industry.

e. Collaborate with students, researchers, and staff in Minority Serving Institutions

The ARCHER planning framework project will provide EPRI, the city of Nashville, NES, and TVA the opportunity to work with next generation of engineers, scientists, and social scientist on an innovative project to merge community and energy resilience. The faculty and students at TSU will collaborate with leading subject matter experts in the electric utility industry to help solve a complex challenge, engaging the community in energy resilience planning.

f. Disseminate results of research and development in Minority Serving Institutions or other appropriate institutions serving underserved communities

EPRI plans on using this research in presentations at recruiting events, national conferences, and colleges and universities serving underserved populations. In an effort to help drive interest in EPRI and this field of research, we would hope to provide classroom content through our EPRI-U program and would make available to instructional staff to help improve an understanding of the issues and importance of broad spectrum of perspectives on the topic.

TSU would plan to infuse lessons learned from the project into its engineering and social sciences courses. Through the CRAB and other community forums in North Nashville, TSU, TVA, NES, and the city of Nashville would plan to share results from the project and to educate the community of North Nashville as well as other communities in Nashville, Tennessee, and all across the TVA footprint on community resilience.

g. Implement evidence-based, diversity-focused education programs (such as implicit bias training for staff) in your organization

EPRI has had our executive and senior leadership team participate in implicit bias training. This is in addition to a robust annual compliance and training process that includes tools to continue to raise awareness on issues that could impact DEI. We have also implemented a competency-based interview process to help eliminate aspects of bias from our selection process. The organization supports employee driven affinity groups and has a Diversity, Equity, and Inclusion Council, instituted in 2021, with the goals of addressing any issues that would prevent the organization from maintaining a diverse, equitable and inclusive culture now and in the future. The organization utilizes data from our annual Affirmative Action Plan to focus talent acquisition efforts on areas that may require additional action in ensuring a diverse population is included in our hiring process.

h. Identify Minority Business Enterprises, Minority Owned Businesses, Woman Owned Businesses and Veteran Owned Businesses to solicit as vendors and sub-contractors for bids on supplies, services, and equipment.

EPRI has in place a program that requires that our organization engage qualified vendors without regard to any factor such as race, gender, national origin, sexual orientation, or religion. We do actively attempt to engage vendors who would be underrepresented within our existing population of vendors and third-party providers. EPRI is working with our internal vendor onboarding team to proactively market the opportunity to work on this project to qualifying minority vendors.

CERTIFICATION REGARDING LOBBYING

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 606 "Government wide Debarment and Suspension (Non-procurement)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when EPRI determines to award the covered transaction.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADDITIONAL LOBBYING REPRESENTATION

Applicant organizations which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters. Check the appropriate block:

The applicant is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986? Yes No
If you checked "Yes" above, check the appropriate block:

The applicant represents that after December 31, 1995 it has has not engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

3. SIGNATURE

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant: Metropolitan Government of Nashville + Davidson County

Printed Name and Title of Authorized Representative: Marjorie Tomeray Wallace
Chief of Staff

M Wallace 3/21/2024

SIGNATURE DATE

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. SIGNATURE

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant:

Davidson County
Metropolitan Government of Nashville +

Printed Name and Title of Authorized Representative:

Chief of Staff
Margarie Romero Wallace

SIGNATURE

M P Wallace

DATE

3/21/24

**CERTIFICATION FOR COMPLIANCE WITH
SYSTEM FOR AWARD MANAGEMENT (SAM) AND
FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)**

1. As a subrecipient / subcontractor to EPRI under a Contract Agreement or Purchase Order funded with Federal funds subject to SAM, the following information is required to be provided to EPRI as a condition of award:

Contractor / Vendor Name: Nashville + Davidson Co Metropolitan Government of UEI Number: LGZLHP6ZHM55
Contractor's / Vendor's Parent Name (if applicable): _____ Parent UEI Number: _____

Physical Business Address:

Street:	<u>1 Public Square</u>		
City:	<u>Nashville</u>	Congressional District:	<u>Tennessee 07</u>
State:	<u>TN</u>	Zip Code (9-digit):	<u>37201-5007</u> Country: <u>USA</u>

Primary Site Where Work Performed:

Street:	<u>1 Public Square</u>		
City:	<u>Nashville</u>	Congressional District:	<u>Tennessee 07</u>
State:	<u>TN</u>	Zip Code (9-digit):	<u>37201-5007</u> Country: <u>USA</u>

2. As a subrecipient / subcontractor to EPRI under a Contract Agreement or Purchase Order funded with Federal funds subject to FFATA, the following information is required to be provided to EPRI as a condition of award:

a. In the previous tax year, did you have gross income, from all sources, under \$300,000?
Yes: _____ No: X

If the answer in 2 a. above is yes, skip 2 b. and complete the certification in 3 below.

b. In Contractor's preceding completed fiscal year, did Contractor: (1) receive 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; (2) have \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and (3) the public does not have access to information about the compensation of the executives in the Contractor's business or organization (the legal entity to which the DUNS number it provided belongs) 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?
Yes: _____ No: X

If the answer in 2 b. above is no, skip to the certification in 3 below. If the answer in 2 b. above is yes, the Contractor shall provide the names and Total Compensation of each of the Contractor's five (5) most highly compensated Executives for the Contractor's preceding completed fiscal year:

Executive's Name: _____	Compensation: _____

Definitions:

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

Total Compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

3. Certification

As the duly authorized representative of the applicant, I hereby certify that the information provided herein is current, accurate, and complete as of the date shown below.

Name of Applicant: Metropolitan Government of Nashville + Davidson County

Printed Name and Title of Authorized Representative: Margerie Remeroy-Wallace

MWallace
SIGNATURE

3/21/2024
DATE

**PRE-AWARD INFORMATION / BUSINESS ASSURANCES
FOR
EPRI SUBAWARDEE UNDER GOVERNMENT FUNDED AGREEMENT**

Business/Individual Name: Nashville and Davidson County, Metropolitan Government of
Entity Type: local government (e.g. for-profit, non-profit, small business, etc.)
Address: 1 Public Square **Years in Business:** 61
Nashville, TN 37201-5007
Unique Entity Identifier No. LGZLHP6ZHM55

A. PERFORMANCE AND FINANCIAL INFORMATION

1. Has Business/Individual identified above had prior Government funded awards?

As a Recipient Yes No
As a Subrecipient Yes No
As a Subcontractor Yes No

If you answered Yes to Recipient or Subrecipient above, please provide the following information for the five (5) highest dollar award values for Government funded contracts, grants or awards received in the past 5 years.

Awarding Agency	Prime Recipient if you are a Subrecipient	Award Number	Award Value	Start Date	End Date
US DOT		20.939	\$13,049,572	12/30/2023	12/30/2028
US DOT			\$1,000,000	10/1/2023	10/1/2028
US EPA		66.001	\$449,324	10/1/2023	9/30/2024
US Homeland Security			\$288,441	9/1/2023	4/30/2026
US Homeland Security		97.042	\$189,526	10/1/2024	9/30/2024

2. Is Business/Individual identified above currently registered in SAM (System for Award Management (accessible at <https://www.sam.gov>))? Yes No

3. Does Business/Individual identified above expend \$750,000 or more in Federal awards during its fiscal year? Yes No

4. Has Business/Individual identified above ever had an A-133 audit or audit required under 2 CFR §200 Subpart F? Yes No

a. If the answer is yes, please provide a copy of or a link to your most recent audit.
<https://www.nashville.gov/departments/finance/division-accounts/single-audit-report>

5. Does Business/Individual identified above, if for-profit or foreign, receive \$750,000 or more in U.S. Dept. of Energy awards during its fiscal year? N/A Yes No

6. Has Business/Individual identified above ever had an audit in accordance with 2 CFR §910 Subpart F? Yes No

a. If the answer is yes, please provide a copy of your most recent audit.
<https://www.nashville.gov/departments/finance/division-accounts/single-audit-report>

7. Does Business/Individual identified above have an annual third-party audit that is not an A-133 audit or audit required under 2 CFR §200 Subpart F or 2 CFR §910 Subpart F? Yes No

a. If the answer is yes, please provide a copy of your most recent audit.

<https://www.nashville.gov/departments/finance/division-accounts/single-audit-report>

8. Does Business/Individual identified above have government approved indirect rates? Yes No

a. If the answer is yes, please provide a copy of your current approved indirect rates.

B. CONTRACTOR / SUBRECIPIENT

1. Regarding the goods and services to be provided under this project, does Business/Individual provide this type of goods and services within its normal business operations? Yes No

2. Regarding the goods and services to be provided under this project, does Business/Individual provide similar goods or / and services to many different purchasers? Yes No

3. Regarding the goods and services to be provided under this project, does Business/Individual normally operate in a competitive environment? Yes No

C. DISCLOSURES

Below, please disclose if any of the following conditions exist. If the answer to any question (a) through (g) below is yes, provide a detailed explanation in an attachment to this form.

a. Has the Business/Individual identified above ever been debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency? Yes No

b. Is the Business/Individual identified above (or Business owners or officers) under investigation for potential fraud or similar acts, or been convicted of fraud or similar acts? Yes No

c. Is the Business/Individual identified above (or Business owners or officers) under investigation for potential violation of U.S. export control laws and regulations or been convicted of any violations of U.S. export control laws and regulations? Yes No

d. Is the Business/Individual identified above (or Principal Investigator) under investigation for research misconduct or been convicted of research misconduct? Yes No

e. Is the Business/Individual identified above delinquent on federal debt or insolvent or at risk of insolvency or filed for bankruptcy in any domestic or foreign jurisdiction? Yes No

f. Has the Business/Individual identified above ever had a contract/agreement terminated for default by a federal agency?

Yes
 No

g. Has Business/Individual identified above ever been subject to Federal awarding agency monitoring (e.g., if entity also receives Federal awards directly from a Federal awarding agency)?

Yes
 No

a. If the answer is yes, please provide:

Agency Health Resources and Services Administration

Award No. 5 H89HA11433-10-00

Agency Contact Name Jonathon Fenner, HIV/AIDS Bureau

Agency Contact Phone Number 301-443-4251

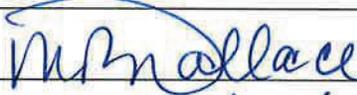
Agency Contact Email jfenner@hrsa.gov

REPRESENTATION/CERTIFICATION

I represent by my signature below that all the information provided in this form is accurate.

Name: Marjorie Pomeroy-Wallace

Title: Chief of Staff

Signature of Authorized Official: 

Date: 3/21/2024

Certificate Of Completion

Envelope Id: DB79C57B90594FB888132CEAA46AFE89	Status: Completed
Subject: Complete with DocuSign: Updated DOE ARCHER Services Agreement (N0602980xD719A) Council Mtg. 04/16/24	
Source Envelope:	
Document Pages: 51	Signatures: 7
Certificate Pages: 16	Initials: 1
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Vaughn Wislon
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Vaughn.wilson@nashville.gov
	IP Address: 170.190.198.191

Record Tracking

Status: Original	Holder: Vaughn Wislon	Location: DocuSign
3/29/2024 11:08:03 AM	Vaughn.wilson@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Marjorie Pomeray-Wallace mpw@nashville.gov Security Level: Email, Account Authentication (None)	<i>Marjorie Pomeray-Wallace</i>	Sent: 3/29/2024 11:12:47 AM Viewed: 3/29/2024 11:13:52 AM Signed: 3/29/2024 11:14:13 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	

Electronic Record and Signature Disclosure:
Accepted: 3/29/2024 11:13:52 AM
ID: 97a45dc4-f9de-4f99-8bb7-79033b7e256b

Kenneth Hartlage kenneth.hartlage@nashville.gov Security Level: Email, Account Authentication (None)	<i>kh</i>	Sent: 3/29/2024 11:14:14 AM Viewed: 3/29/2024 11:37:42 AM Signed: 3/29/2024 11:37:55 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Accepted: 3/29/2024 11:37:42 AM
ID: f6c5091e-3a3e-4a91-a1b3-9a41dfa024fc

Aaron Pratt aaron.pratt@nashville.gov Security Level: Email, Account Authentication (None)	<i>Aaron Pratt</i>	Sent: 3/29/2024 11:37:57 AM Viewed: 4/1/2024 6:46:56 AM Signed: 4/1/2024 6:47:21 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Accepted: 4/1/2024 6:46:56 AM
ID: e25e0333-3be2-40a8-aac6-f40bf1eb1d35

Kevin Crumbo/mjw maryjo.wiggins@nashville.gov Security Level: Email, Account Authentication (None)	<i>Kevin Crumbo/mjw</i>	Sent: 4/1/2024 6:47:22 AM Resent: 4/1/2024 11:01:47 AM Viewed: 4/1/2024 2:38:20 PM Signed: 4/1/2024 2:39:43 PM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 4/1/2024 2:38:20 PM ID: 9c365a1a-1973-4122-af2e-aae92449cfd2		
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/1/2024 2:39:44 PM Viewed: 4/1/2024 2:50:36 PM Signed: 4/1/2024 2:50:43 PM
Electronic Record and Signature Disclosure: Accepted: 4/1/2024 2:50:36 PM ID: bbcea632-9894-4df2-8ff8-0c96eb6c8ac5		
Courtney Mohan courtney.mohan@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/1/2024 2:50:45 PM Viewed: 4/1/2024 3:24:40 PM Signed: 4/1/2024 5:08:15 PM
Electronic Record and Signature Disclosure: Accepted: 4/1/2024 5:08:01 PM ID: 34aa1578-d498-4408-8c32-d931c950366b		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Danielle Godin danielle.godin@nashville.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	Sent: 4/1/2024 5:08:17 PM Viewed: 4/2/2024 9:11:17 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	Sent: 4/1/2024 5:08:18 PM Viewed: 4/2/2024 7:28:20 AM
Electronic Record and Signature Disclosure: Accepted: 4/1/2024 8:17:20 AM ID: dfc9df37-fdf8-4331-ba48-525c7a4c274c		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/29/2024 11:12:47 AM
Envelope Updated	Security Checked	4/1/2024 3:58:23 PM
Certified Delivered	Security Checked	4/1/2024 3:24:40 PM

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Signing Complete	Security Checked	4/1/2024 5:08:15 PM
Completed	Security Checked	4/1/2024 5:08:18 PM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure
