CONTRACT FOR SERVICES

This contract is entered into between the **Puget Sound Clean Air Agency**, (hereinafter referred to as the "Agency"), a municipal corporation of the laws of the state of Washington, and the **City of Seattle**, (hereinafter referred to as the "Cost-Share Partner"), 600 4th Avenue, Seattle, WA 98104.

WHEREAS, the United States Department of Energy (U.S. DOE) established the Clean Cities program in 1993 as a voluntary government-industry partnership program within the Office of Energy Efficiency and Renewable Energy's Vehicle Technologies Program; and

WHEREAS, the Puget Sound Clean Cities Coalition is part of the U.S. DOE Clean Cities program and is an Agency program that promotes the use of alternative fuels and advanced vehicle technologies in fleet operations with the goal of reducing the use of petroleum fuels and their associated emissions; and

WHEREAS, the Agency was awarded Grant No. DE-EE0002020 by the U.S. DOE using funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) on December 3, 2009 to fund the Puget Sound Clean Cities Petroleum Reduction Project, which includes a cost reimbursement program for fleet operations to facilitate the purchase of alternative fuel and advanced technology vehicles; and

WHEREAS, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into an Agreement with the Cost-Share Partner for the purposes of increasing the use of alternative fueled vehicles and advanced technology vehicles as a means to reduce U.S. dependence on imported petroleum, increase fuel economy, and improve emissions; and

WHEREAS, the Cost-Share Partner represents and warrants that it is available, experienced, and qualified to perform said services; and

NOW, THEREFORE, the Agency and the Cost-Share Partner mutually agree as follows:

1. **Services**

The purpose of this Agreement is to establish procedures by which the Cost-Share Partner shall receive partial cost reimbursement payments from the Agency toward the cost of the vehicle purchases.

Task I. Vehicle Verification, Authorization, and Procurement

a. On or before April 30, 2010, the Cost-Share Partner shall verify that the vehicles planned for purchase and authorized for reimbursement under this Agreement are listed in Attachment A. The Cost-Share Partner may request that the Project Manager revise Attachment A to add a vehicle or category of vehicles by submitting an e-mail request to the Project Manager not more often than once per calendar quarter and obtaining an amended Attachment A from the Project Manager.

b. Procurement through Washington State Office of State Procurement

The Cost-Share Partner is authorized under this Agreement to order verified vehicles using the current contracts from the Washington State Department of General Administration Office of State Procurement listed on the Vehicle Contract Listing website: http://www.ga.wa.gov/Vehreq/Veh-contract.html. When ordering vehicles from the Washington State contracts specified in Attachment A, the Cost-Share Partner shall add the words "Clean Cities Grant - U.S. DOE" on the "Notes" section of the purchase order(s).

Deliverable: The Cost-Share Partner shall submit an electronic copy of the completed purchase order to the Project Manager within one week after ordering the authorized vehicles.

c. Procurement through means External to Washington State Office of State Procurement

(i) When ordering vehicles using an alternative procurement system (i.e., not using any of the state contracts described in Task I.b), the Cost-Share Partner shall obtain written approval from the Project Manager prior to placing the vehicle order.

Deliverable: The Cost-Share Partner shall submit the written request to use an alternative procurement system with the following documentation electronically as an e-mail attachment to the Project Manager:

(A) A copy of the Requests for Proposal used to procure the vehicle/s, as evidence to demonstrate that the selected vendor obtained the contract through an open competitive solicitation process. The Cost-Share Partner shall be responsible for retaining all records related to the competitive process for a period of 3 years after the closing date of this agreement; and

(B) A copy of the successful bidder's contract.

(ii) After written approval is received from the Project Manager, the Cost-Share Partner is authorized to order the verified vehicles from the successful bidder's contract.

Deliverable: Within one week after ordering authorized vehicles through approved means external to the Office of State Procurement, the Cost-Share Partner shall provide an electronic copy of the purchase order to the Project Manager.

Task II. Cost-Share Partner Reimbursement Request

The Cost-Share Partner shall submit requests for cost reimbursement to the Project Manager as described in Section 5 of this Agreement.

Task III. Post-Purchase Requirements

a. Upon placing each authorized vehicle into service, the Cost-Share Partner shall begin recording vehicle use and fuel consumption data as outlined in the "U.S. DOE Clean Cities Grant Quarterly Report" form provided as Attachment B.

Deliverable: Quarterly reports shall be submitted by e-mail to the Project Manager on the 20th day of January, April, July, and October of each year for 2 full years following the date the vehicle was deployed.

b. The Cost-Share Partner shall complete and submit an Interim Status Report to the Project Manager using the form provided in Attachment C.

Deliverable: An Interim Status Report shall be submitted by January 20, 2011 by e-mail to the Project Manager.

c. Upon receipt of "Clean Cities" vehicle decals and Application Instructions from the Project Manager, the Cost-Share Partner shall affix these decals to the exterior of the authorized vehicles as directed under the Application Instructions.

d. The Cost-Share Partner shall photograph one (1) vehicle showing the "Clean Cities" vehicle decal affixed for each vehicle model identified in Attachment A (e.g., when purchasing twenty-seven (27) Ford Fusions, submit one (1) photo of a Ford Fusion with Clean Cities decal affixed as directed) as an e-mail attachment to the Project Manager.

Deliverable: Photographs shall be submitted to the Project Manager in JPEG format within four weeks of the date the decals are provided to the Cost-Share Partner by the Project Manager.

2. Highlighted Requirements from Grant No. DE-EE0002020.

The Cost-Share Partner shall comply with the following requirements from Grant No. DE-EE0002020 highlighted in this section:

A. COST SHARING

i. The Cost-Share Partner's cost share must come from non-Federal sources unless otherwise allowed by law. By accepting federal funds under this award, the Cost-Share Partner agrees that they are liable for the total cost share shown in Attachment A, even if the project is terminated early or is not funded to its completion.

ii. If the Cost-Share Partner discovers that they may be unable to provide cost sharing of at least the amount identified in Attachment A, they should immediately provide written notification to the Project Manager indicating whether they will continue or phase out the project. If the Cost-Share Partner plans to continue the project, the notification must describe how replacement cost sharing will be secured.

iii. The Cost-Share Partner must maintain records of all project costs that they claim as cost sharing, including in-kind costs, as well as records of costs to be paid by U.S. DOE/NNSA through the Agency. Such records are subject to audit.

iv. Failure to provide the cost sharing required by this Agreement may result in the subsequent recovery by U.S. DOE/NNSA of some or all the funds provided under the award.

B. STATEMENT OF FEDERAL STEWARDSHIP

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

C. SITE VISITS

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

D. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

The Cost-Share Partner must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

E. LOBBYING RESTRICTIONS

By accepting funds under this Agreement, the Cost-Share Partner 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.

F. 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.

G. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

The Cost-Share Partner is restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to U.S. DOE/NNSA providing either a NEPA clearance or a final NEPA decision regarding this project. Prohibited actions include, but are not limited to infrastructure work such as demolition of existing buildings, site clearing, ground breaking, construction, and/or detailed design. This restriction does not preclude: Statement of Project Objective activities that have received NEPA clearance; specifically, administrative, educational, outreach and training activities.

If the Cost-Share Partner moves forward with activities that are not authorized for federal funding by the U.S. DOE Contracting Officer in advance of the final NEPA decision, the City is doing so at risk of not receiving federal funding and such costs may not be recognized as allowable cost share.

H. PROPERTY

Real property and equipment acquired by the Cost-Share Partner shall be subject to the rules set forth in 10 CFR 600.321.

Consistent with the goals and objectives of this project, the Cost-Share Partner may continue to use Cost-Share Partner acquired property beyond the Period of Performance, without obligation, during the period of such use, to extinguish U.S. DOE's conditional title to such property as described in 10 CFR 600.321, subject to the following: (a) the Cost-Share Partner continues to utilize such property for the objectives of the project as set forth in the Statement of Project Objectives; (b) U.S. DOE retains the right to periodically ask for, and the Cost-Share Partner agrees to provide, reasonable information concerning

the use and condition of the property; and (c) in the event of disposition, the Cost-Share Partner notifies the Agency and follows the property disposition rules set forth in 10 CFR 600.321 if the property is no longer used by the Cost-Share Partner for the objectives of the project, and the fair market value of property exceeds $5,000.

Once the per unit fair market value of the property is less than $5,000, pursuant to 10 CFR 600.321(f)(1)(i), U.S. DOE's residual interest in the property shall be extinguished and the Cost-Share Partner shall have no further obligation to the U.S. DOE with respect to the property.

The regulations as set forth in 10 CFR 600 and the requirements of this article shall also apply to property in the possession of any team member, sub-recipient or other entity where such property was acquired in whole or in part with funds provided by U.S. DOE under this grant or where such property was counted as cost-sharing under the grant.

I. FINAL INCURRED COST AUDIT

In accordance with 10 CFR 600, U.S. DOE reserves the right to initiate a final incurred cost audit on this award. If the audit has not been performed or completed prior to the closeout of the award, U.S. DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

J. INDEMNITY

The Cost-Share Partner shall indemnify the Federal Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

3. **Full Cooperation regarding Reporting Requirements.** The Cost-Share Partner shall fully cooperate with the Agency to provide any requested or necessary information regarding or related to reporting requirements associated with the Grant No. DE-EE0002020.

4. **Communications About Performance.** The Cost-Share Partner understands that Agency staff members have been encouraged to communicate any concerns about the performance of the Cost-Share Partner directly and respectfully to the Project Manager in a good faith attempt to resolve any issues. Similarly, if the Cost-Share Partner has a concern about the performance of the contract or an interaction with an Agency staff member, the Cost-Share Partner agrees to communicate that concern directly and respectfully to the Project Manager in a good faith attempt to resolve any issues.

5. **Compensation.** The total amount paid by the Agency for satisfactory performance of the work under this contract shall not exceed the amount specified in Attachment A. The funding for this contract is provided by Grant No. DE-EE0002020 by the U.S. DOE using funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) and is part of the Agency's Climate Protection Work Plan and Puget Sound Clean Cities Coalition work plan for Fiscal Years 2010 and 2011, respectively. The Cost-Share Partner shall submit requests for cost reimbursement to the Project Manager not more often than monthly.

a. The total reimbursable costs payable to the Cost-Share Partner shall not exceed the amount identified in Attachment A as the "Maximum Total Reimbursed Amount Cost-Share Partner shall receive under this Agreement."

b. Requests for cost reimbursement shall be paid within thirty (30) days after review and approval by the Project Manager. Approval shall be based upon successful compliance with all requirements in this section and in this contract. The final request for cost reimbursement must be submitted no later than December 2, 2011.

c. The Cost-Share Partner shall submit the following documentation to the Project Manager with requests for cost reimbursement:

   i. Electronic copies of paid invoices, including vehicle vendor, invoice date, invoice total, buyer name, vehicle make, model, model year, price paid, and vehicle identification number for each authorized vehicle purchased.

   ii. Electronic copies of conventional vehicle cost estimates. The estimates shall show the cost of a comparable conventional vehicle, after all other applicable manufacturer and local/state rebates, tax credits, and cash equivalent incentives are applied.

   If using a state contract to procure the vehicles, the Cost-Share Partner may provide cost estimates in current state contracts for comparable conventional vehicles.

   iii. A list of all external sources of funding and funding amounts, including other grant funds, applied to each authorized vehicle purchase.

Funding for work to be conducted after June 30, 2010, is contingent upon approval of funding by the Agency Board of Directors and satisfactory performance by the Cost-Share Partner. The Project Manager shall notify the Cost-Share Partner by e-mail after the Agency Board of Directors approves the Agency FY11 budget.

6. **Term.** The effective date of this contract is January 1, 2010. Any costs incurred prior to the effective date of this contract will be at the sole expense and risk of the Cost-Share Partner.

The termination date of this contract is January 31, 2014.

7. **Communications.** The following persons shall be the contact person for all communications regarding the performance of this contract.

City of Seattle	Agency
Chris Wiley	Project Manager: Beverly Hempleman
Seattle Fleet Services	Puget Sound Clean Air Agency
700 5th Avenue, #5200 Seattle, WA 98124	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (206) 233-7912	Phone: (206) 689-4054
Fax: (206) 684-0656	Fax: (206) 343-7522
E-mail address: Chris.Wiley@seattle.gov	E-mail address: BeverlyH@pscleanair.org

8. **Changes.** The Agency may, from time to time, require changes in the scope of services performed under this contract. The parties shall mutually agree to the changes by written amendment to the contract.

9. **Agency Access to Data.** The Cost-Share Partner shall provide the Agency, at no additional charge, access to all data generated under this contract. "Data" includes all information that supports the findings, conclusions, and recommendations of the Cost-Share Partner's reports, including computer models and the methodology for those models.

The Agency shall 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 Cost-Share Partner must provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

10. **Copyright Provisions.** Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, the Cost-Share Partner hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Agency, effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, the Cost-Share Partner hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Cost-Share Partner warrants and represents that the Cost-Share Partner has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the Agency.

The Cost-Share Partner shall notify the Project Manager by e-mail two (2) weeks in advance of any planned media events related to activities funded through this Agreement.

The Cost-Share Partner shall exert all reasonable effort to advise the Agency, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract. The Agency shall receive prompt written notice of each notice or claim of copyright infringement received by the Cost-Share Partner with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Cost-Share Partner.

11. **Cost-Share Partner Not An Employee of the Agency.** The Cost-Share Partner and the Agency intend that an independent contractor relationship will be created under this contract. The Cost-Share Partner and his or her employees or agents are not employees of the Agency and shall not be entitled to compensation or benefits of any kind other than as specifically provided herein. The Cost-Share Partner will not hold himself/herself out as nor claim to be an officer or an employee of the Agency or of the State of Washington by reason hereof, nor will the Cost-

Share Partner make any claim of right, privilege, or benefit that would accrue to an employee under the law. Conduct and control of the work will be solely with the Cost-Share Partner.

12. **Indemnification.** The Cost-Share Partner shall release, indemnify, defend, and hold harmless the Agency, its Board of Directors, officers, employees, and agents from and against any and all liability, loss, damage, expense, actions, or claims, including costs and attorneys' fees that the Agency, its Board of Directors, officers, employees, and agents may hereafter sustain, incur, or be required to pay asserting or arising directly or indirectly due to any act or omission of the Cost-Share Partner, its agents, employees, or subcontractors, in the execution, performance, or failure to adequately perform the Cost-Share Partner's obligations pursuant to this contract; provided, however, this paragraph does not purport to indemnify the Agency against liability for damages arising out of bodily injuries to persons or damages caused by or resulting from the sole negligence of the Agency, its Board of Directors, its officers, employees, and agents in the execution, performance, or failure to adequately perform its obligations pursuant to this contract.

13. **Subcontracting.** Neither the Cost-Share Partner nor any subcontractor of the Cost-Share Partner shall enter into subcontracts for any of the services or work contemplated under this contract without obtaining prior written approval of the Project Manager. In no event shall the existence of any subcontract operate to release or reduce the liability of the Cost-Share Partner to the Agency for any breach in the performance of the Cost-Share Partner's duties.

14. **Payroll and Taxes.** The Cost-Share Partner assumes full responsibility for the payment of all wages, payroll taxes, use, sales, income, or other form of taxes, fees, and licenses.

15. **Licensing, Accreditation, and Registration.** The Cost-Share Partner shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this contract.

16. **Industrial Insurance Coverage.** The Cost-Share Partner shall provide or purchase industrial insurance coverage prior to performing work under this contract and shall maintain full compliance with Chapter 51.12 RCW during the term of this contract. If a Cost-Share Partner is exempt from the requirements of Chapter 51.12 RCW, he/she must carry appropriate liability insurance equivalent to the coverage provided under that chapter. The Agency will not be responsible for the payment of industrial or liability insurance premiums or for any other claim or benefit for the Cost-Share Partner, or any subcontractor or employee of the Cost-Share Partner, that might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Cost-Share Partner; the Cost-Share Partner shall indemnify the Agency and guarantee payment of such amounts.

17. **Limitation of Authority.** Only the Project Manager shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract except for clauses or conditions required by law. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of the contract is not effective or binding unless made in writing and signed by the Project Manager.

18. **Governing Law.** This contract shall be governed by the laws of the state of Washington. The Cost-Share Partner, by execution of the contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

19. **Severability.** The provisions of this contract are severable. If any provision is illegal or invalid for any reason whatsoever, that illegality or invalidity shall not affect the validity of the rest of the contract.

20. **Nondiscrimination.** During the performance of this contract, the Cost-Share Partner shall comply with all federal and state nondiscrimination laws, regulations, and policies. In the event of the Cost-Share Partner's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the Cost-Share Partner may be declared ineligible for further contracts with the Agency. The Cost-Share Partner shall, however, be given a reasonable time in which to remedy this noncompliance.

21. **Utilization of Minority and Women-Owned Business Enterprises (MWBE).** To the extent practicable, when performing the services agreed to under this contract, the Cost-Share Partner should utilize MWBEs certified by the Office of Minority and Women's Business Enterprises under the state of Washington certification program.

22. **Assignment.** The work provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party, in whole or in part, without the express prior written consent of the other party.

23. **Attorneys' Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys' fees and costs.

24. **Content and Understanding.** This contract and all Attachments hereto contain a complete and integrated understanding and contract between the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

25. **Dispute Resolution.** When a dispute arises between the parties and it cannot be resolved by direct negotiation between the Project Manager and the Cost-Share Partner, the process described in this section will be used to resolve the dispute.

a. The Cost-Share Partner may request a dispute hearing with the Agency Executive Director. The request for a dispute hearing must:
   i. Be in writing
   ii. State the disputed issue(s)
   iii. State the relative positions of the parties
   iv. Include any relevant documentation
   v. State whether the Cost-Share Partner desires to meet in person with the Agency Executive Director to discuss the dispute
   vi. Be received by the Agency Executive Director by U.S. postal mail or e-mail within 5 (five) working days after the parties agree they cannot resolve the dispute.

b. Upon receipt of a complete request for a dispute hearing, the Agency Executive Director or designee shall provide a copy of the request to the Project Manager and request a written response from the Project Manager within 5 (five) working days.

c. The Agency Executive Director shall review the request for a dispute hearing and the response from the Project Manager, and meet with the parties if requested. The Agency Executive Director shall reply in writing with a decision to both parties within 10 (ten) working days. This period may be extended as needed by the Agency Executive Director by notifying the parties.

d. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

e. Nothing in this section shall be construed to limit the parties' choice of a mutually acceptable alternative dispute resolution method in addition to the process outlined in this section.

THIS CONTRACT is executed by the persons signing below, who warrant they have the authority to execute the contract.

PUGET SOUND CLEAN AIR AGENCY

By: Paul Roberts

Paul Roberts
Board of Directors, Chair

Date: 4/19/10

CITY OF SEATTLE

By: Fred Podesta

Fred Podesta, Acting Director
Fleets and Facilities Department

Date: 4/2/10

Attest:

By: James L. Nolan

James L. Nolan
Interim Executive Director

Date: 4/13/10

Approved as to Form:

By: Laurie Halvorson

Laurie Halvorson
Director of Compliance and Legal

Date: 4/12/10

pscleanair.org
Puget Sound Clean Air Agency

Puget Sound Clean Air Agency
1904 3rd Ave., Ste 105
Seattle, WA 98101

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective 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 judgement 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 government 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.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Fred Poderta Acting Director Fleets & Facilities Dept
Typed Name & Title of Authorized Representative

Signature of Authorized Representative

4/2/10
Date

☐ I am unable to certify to the above statements. My explanation is attached

Attachment A

Cost Share Partner: **City of Seattle**

Maximum Total Reimbursed Amount the City of Seattle shall receive under this Agreement: **$900,000.00**

Vehicles Authorized for Purchase, **on or after August 25, 2009**, under this Agreement:

A	B	C	D	E	F	G	H	I	J	K	L
Vehicle Type and Model Year	Quantity	Type of Alternative Fuel(s) or Advance Vehicle Technology	Estimated Total Cost of Comparable Conventional Model	Estimated Total Cost of Vehicle, including Conversion or Retrofit	Estimated Actual Incremental Cost per Vehicle (Incremental (F) = Alternative (E) -	Amount Reimbursed to the Cost Share Partner per Vehicle[1]	Total Reimbused Amount	Estimated Cost Share (Total Cost minus Incremental Cost) per Vehicle	Annual Mileage (per vehicle per year)	Estimated Petroleum Displacement (in gallons, per vehicle per year)	Comments
2010 or newer - Class 7 Customizable Truck Chassis w/ Eaton Hybrid Engine	15	Diesel Electric Hybrid	$245,370.00	$305,370.00	$60,000.00	$60,000.00	$900,000.00	$245,370.00	Average of at least 11,000 miles per year for these 15 vehicles	1200 gallons of diesel	Reimbursable Amount is estimated and will be verified upon receipt of paid invoice
TOTAL	**15**						**$900,000.00**	**$3,680,550.00**		~ 18,000	

[1] The reimbursable amount is the difference between the actual total cost of the alternative fuel/advanced technology vehicle and the actual cost of a comparable conventional model verified by manufacturer/vendor estimate after all other applicable manufacturer and local/state rebates, tax credits and cash equivalent incentives are applied, and shall not exceed the maximum amount listed below:
The maximum reimbursable amount for hybrid Class 7 trucks is $500,000 per vehicle, not to exceed the actual incremental cost.
The maximum reimbursable amount for all 15 vehicles is not to exceed $900,000.00

Attachment B

Cost Share Partner Name: **City of Seattle**

Vehicle Number	Vehicle Make, Model & Year	VIN	Deployment Date	Fuel Type	Fuel consumption and miles driven	Jan 1, 2010 to March 31, 2010	April 1, 2010 to June 30, 2010	July 1, 2010 to September 30, 2010	October 1, 2010 to December 31, 2010	Jan 2, 2011 to March 31, 2011	April 1, 2011 to June 30, 2011	July 1, 2011 to September 30, 2011	October 1, 2011 to December 31, 2011	Jan 1, 2012 to March 31, 2012	April 1, 2012 to June 30, 2012	July 1, 2012 to September 30, 2012	October 1, 2012 to December 31, 2012	Jan 1, 2013 to March 31, 2013	April 1, 2013 to June 30, 2013	July 1, 2013 to September 30, 2013	October 1, 2013 to December 31, 2013	Cumulative Totals
1					Fuel consumed (GGE or kWh)																	0
					VMT (miles)																	0
2					Fuel consumed (GGE or kWh)																	0
					VMT (miles)																	0
3					Fuel consumed (GGE or kWh)																	0
					VMT (miles)																	0
4					Fuel consumed (GGE or kWh)																	0
					VMT (miles)																	0
5					Fuel consumed (GGE or kWh)																	0
					VMT (miles)																	0
6					Fuel consumed (GGE or kWh)																	0
					VMT (miles)																	0
7					Fuel consumed (GGE or kWh)																	0
					VMT (miles)																	0
8					Fuel consumed (GGE or kWh)																	0
					VMT (miles)																	0
9					Fuel consumed (GGE or kWh)																	0
					VMT (miles)																	0
10					Fuel consumed (GGE or kWh)																	0
					VMT (miles)																	0
11					Fuel consumed (GGE or kWh)																	0
					VMT (miles)																	0
12					Fuel consumed (GGE or kWh)																	0
					VMT (miles)																	0
13					Fuel consumed (GGE or kWh)																	0
					VMT (miles)																	0
14					Fuel consumed (GGE or kWh)																	0
					VMT (miles)																	0
15					Fuel consumed (GGE or kWh)																	0
					VMT (miles)																	0

Attachment C

Interim Status Report

Cost Share Partner: **City of Seattle**

Vehicles Purchased as of January 20, 2011

A	B	C	D	E	F	G
Vehicle Type and Model Year	Quantity Authorized	Quantity Purchased as of January 20, 2011	Quantity Planned for Purchase between Jan 21, 2011 and December 2, 2011	Total Purchased or Planned for Purchase by December 2, 2011	Difference	Incremental Cost Remaining
2010 or newer - Class 7 Customizable Truck Chassis w/ Eaton Hybrid Engine	15			0	15	$900,000.00
TOTAL	**15**	0	0	0	15	$900,000.00

If you have incremental cost remaining in Column G, do you agree to have it re-allocated among the other Puget Sound cost-share partners, with preference given to those vehicles that displace the largest amount of petroleum fuel? **YES/NO**

If there are any additional vehicles you wish to purchase between January 21, 2011 and December 2, 2011 using your left-over incremental cost or another cost-share partner's left-over incremental cost, please list them in the table below.

You will be notified of cost re-allocation and sent an amended Attachment A (if applicable) by e-mail from the Agency's Project Manager on Feb 14, 2011.

A	B	C	D	E	F	G	H	I	J	K
Vehicle Type and Model Year	Quantity	Type of Alternative Fuel(s) or Advance Vehicle Technology	Estimated Total Cost of Comparable Conventional Model	Estimated Total Cost of Vehicle, including Conversion or Retrofit	Estimated Actual Incremental Cost per Vehicle	Authorized Maximum Incremental Cost per Vehicle	Estimated Cost Share (Total Cost minus Incremental Cost) per Vehicle	Annual Mileage (per vehicle per year)	Estimated Petroleum Displacement (per vehicle per year)	Comments
TOTAL										

City of Seattle

Gregory J. Nickels, Mayor

Fleets and Facilities Department
Brenda Bauer, Director

September 15, 2009

Stephanie Meyn
Clean Cities Program Manager
Puget Sound Clean Air Agency
1904 Third Ave - Suite 105
Seattle, WA 98101

Dear Stephanie:

The City of Seattle would like to request that pre-award expenses totaling approximately $300,000 be eligible for reimbursement under the Clean Cities Coalition grant funding from the Department of Energy. These funds will be used to pay the incremental costs of five Class 7 diesel/electric hybrid trucks.

This request is being hastened by Seattle City Light's need to purchase the vehicles immediately in order to ensure timely delivery of cab and chassis with the hybrid system. The City is receiving information from our Class 7 truck vendors, Western Peterbilt, Inc. and Husky International Trucks, that the Eaton Corporation, hybrid system supplier, may have a shortage of battery packs by mid-Fall 2009. Attached is a letter from Peterbilt explaining the situation.

The City of Seattle is eager to get these trucks in service and begin reaping the benefits – fuel and greenhouse gas emission reductions.

Thank you for taking this request to the Department of Energy and please let me know if you have further questions.

Sincerely,

Chris Wiley
Green Fleets Coordinator

700 Fifth Avenue, Suite 5200, P.O. Box 94689, Seattle, WA 98124-4689
Tel: (206) 684-0484, Fax: (206) 684-0188, http:/www.cityofseattle.net
An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.

WPI
WESTERN PETERBILT, INC.

WESTERN PETERBILT, INC.

P.O. Box 24065
Seattle, Washington 98124
(206) 624-7383

Peterbilt

September 15, 2009

City of Seattle
700 5th Ave Suite 5200
Seattle, WA 98124

Attn: Mr. Chris Wiley

The purpose of this letter is clarify some recent developments in regards to Peterbilt trucks and Eaton Hybrid power.

In the past few weeks, Eaton took orders for a large number of Hybrids for Chinese customers. While this didn't effect the previous allocations that were given to each OEM, it did consume any excess production Eaton had for Hybrid units. As a consequence, availability of Eaton Hyrbid units has become an issue.

At this time Hybrids are difficult for Peterbilt to supply and 2009 production will be completely committed by 9/28/09. This limited availability is affecting all OEM's. I have a few slots tentatively open for the balance of 2009. The delivery would be scattered through the balance of the year and priced with 2009 pricing. After these units are committed, we'll be offering 2010 production and 2010 pricing.

I wish Hybrids were more available, but Eaton has been very successful with their units and the lack of availability shows this.

Please don't hesitate to contact me if you have any questions.

Sincerely Yours,

R.W. Carpenter
Sales Representative

3801 Airport Way South
Seattle, WA 98108
(206) 628-7383
FAX: (206) 340-0416
1-800-255-7383

2028 Rudkin Rd.
Yakima, WA 98909
(509) 453-3700
FAX: (509) 457-0702
1-800-734-7383

3443 20th Street, E.
Fife, WA 98424
(253) 922-7383
FAX: (253) 927-7931
1-800-439-7383

3013 Walnut St.
Everett, WA 98201
(425) 257-9300
FAX: (425) 257-3020
1-888-755-7383

6214 E Broadway
Spokane, WA 99212
(509) 535-4241
FAX: (509) 536-3949
1-800-572-6219

1435 E. Hillsboro St.
Pasco, WA 99301
(509) 545-3700
FAX: (509) 545-1454
1-888-330-7383

2200 Spar Ave.
Anchorage, AK 99501
(907) 276-2020
FAX: (907) 276-2164

Puget Sound Clean Cities Coalition
1904 Third Avenue, Suite 105
Seattle, WA 98101
T: 206.689.4055 • F: 206.343.7522
www.pugetsoundcleancities.org

September 17, 2009

Raymond Jarr
National Energy Technology Laboratory
3610 Collins Ferry Road
PO Box 880
Morgantown, WV 26507-0880

RE: **Pre-award costs approval request for Puget Sound Clean Cities Petroleum Reduction Project**

Dear Raymond,

This letter is a formal request for your approval of specific pre-award costs related to the Puget Sound Clean Cities Petroleum Reduction Project, which was selected for award under the Area of Interest #4, Grant DE-PS26-09NT01236-04) on August 24, 2009.

The pre-award costs requested fall under three project areas: (1) the order/purchase of up to ten Class 7 diesel-electric hybrid trucks; (2) the purchase of natural gas fueling equipment, CNG bus retrofits and university staff time; and (3) Puget Sound Clean Air Agency staff time to administer the grant.

The specific costs associated with these three project areas are provided in the table below and total up to a maximum of $941,800.

Item Description	Time-line	Cost Details	Total Cost
Purchase of Hybrid Diesel-Electric Trucks by municipal governments			
Up to 10 x Class 7 Diesel-Hybrid Electric Trucks	Must be ordered before September 25, 2009	Incremental cost for each truck is approximately $60,000. For 10 trucks, this totals $600,000.	$600,000
Installation of biogas fueling equipment and bus retrofits for Western Washington University			
Natural gas compressor and compressed natural gas storage tanks for Western Washington University project	Must be ordered and installed by January 2010.	$160,000 for total items	$160,000
Dual-line compressed natural gas dispenser	Must be ordered and installed by January 2010.	$32,000	$32,000
Retrofit 1 MCI F-series motor coach and 2 E450 shuttle buses to run on compressed natural gas.	Coach must be sent to Cummins NW immediately to be ready for Feb 2010.	1 x $75,000 minus federal tax credit for coach bus = $43,000. 2 x $25,500 minus federal tax credit = $11,000.	$54,000

Puget Sound Clean Cities Coalition
1904 Third Avenue, Suite 105
Seattle, WA 98101
T: 206.689.4055 • F: 206.343.7522
www.pugetsoundcleancities.org

Junior and Senior personnel time	Required to assist with installation.	90 days x 2 FTE	$55,564
Puget Sound Clean Air Agency Grant Administration (includes fringe and indirect rates)			
Project Manager	To work with grant partners and DoE	3 months x 0.50 FTE	$15,091
Communications Specialist	To develop design and marketing contract needed for biogas buses.	3 months x 0.20 FTE	$6,166
Team Lead	To assist with hiring of Grant Officer	3 months x 0.10 FTE	$4,219
Manager	To assist with hiring of Grant Officer	3 months x 0.10 FTE	$4,657
Project Officer	To begin grant administration	1 month x 1.00 FTE	$10,103
		Grand Total of up to:	$941,800

The orders for the 2009 diesel-electric hybrid trucks must be complete before September 25, 2009 in order to receive them, due to a shortage of batteries for these hybrid units, as outlined in the attached letters from Peterbilt and the City of Seattle.

The fueling infrastructure and CNG bus retrofits for a biomethane project must be ready and running in time for the 2010 Olympic Winter Games (commencing Feb. 12, 2010) as a demonstration project receiving international media attention. Cummins Northwest requires at least a 3-month lead time to retrofit an F-series MCI motorcoach, and thus this project needs to commence immediately. In addition, the designs for the bus "wraps" need to be completed as part of the Agency's design and marketing contract.

Puget Sound Clean Air Agency staff have incurred costs since the selection date associated with their time organizing grant partners and preparing staff for financial, contracting, and communication-related work. The Agency would also like to begin the hiring process for a Project Officer, to ensure these projects are fully compliant with ARRA and federal reporting requirements.

We request your authorization to charge these costs to this award commencing August 25, 2009 and lasting to the date the award is finalized, or 90 days immediately preceding the award date (in the event that the award is issued after November 23, 2009).

Due to the immediate need to order the diesel-electric hybrid trucks before September 25, we request your approval by email or other rapid communication.

Sincerely,

Stephanie Meyn, Puget Sound Clean Cities Coalition

U.S. Department of Energy

National Energy Technology Laboratory

October 8, 2009

Stephanie Meyn
Puget Sound Clean Cities Coalition
1904 Third Avenue, Suite 105
Seattle, WA 98101

Dear Ms Meyn:

Reference is made to your proposal entitled "Puget Sound Clean Cities Coalition Petroleum Reduction Project" and your letter dated September 17, 2009. Authorization is hereby granted for the incurrence of preaward costs.

A preaward cost authorization does not create an obligation of Government funds. Rather, the authorization creates a prior understanding that, if an award is made, the specified costs will be considered eligible for reimbursement. Should the award not be made, DOE has no obligation to reimburse or otherwise recognize the preaward costs.

If any questions arise concerning this authorization, please contact the Contract Specialist, Sue Miltenberger at 304-285-4083 or susan.miltenberger@netl.doe.gov.

Sincerely,

Raymond R. Jarr
Contracting Officer
Acquisition and Assistance Division

3610 Collins Ferry Road, P.O. Box 880, Morgantown, WV 26507-0880 ☐ 626 Cochrans Mill Road, P.O. Box 10940, Pittsburgh, PA 15236-0940