

**CONTRACT REQUEST FORM (CRF)**



A) New Agreement MOU-16-001 (To be completed by CGL Office)

B) Division	Agreement Manager:	MS-	Phone
800 Energy Assessments Division	Aniss Bahreinian	22	916-653-0381

C) Contractor's Legal Name	Federal ID Number
DOE - National Renewable Energy Laboratory	26-1939342

D) Title of Project
California Vehicle Survey Data on NREL's Transportation Secure Data Center

E) Term and Amount	Start Date	End Date	Amount
	9 / 15 / 2016	9 / 15 / 2021	\$ 0

**F) Business Meeting Information**

Operational agreement (see CAM Manual for list) to be approved by Executive Director

ARFVTP agreements \$75K and under delegated to Executive Director.

Proposed Business Meeting Date	9 / 14 / 2016	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Discussion
Business Meeting Presenter	Aniss Bahreinian	Time Needed:	5 minutes

Please select one list serve. Transportation (General Trans / Petroleum Issues)

**Agenda Item Subject and Description**

DOE - NATIONAL RENEWABLE ENERGY LABORATORY. Proposed resolution approving MOU-16-001 between the California Energy Commission and the Department of Energy's National Renewable Energy Laboratory (NREL), on behalf of the Alliance for Sustainable Energy, LLC, to provide California Vehicle Survey data on NREL's Transportation Secure Data Center (TSDC). The TSDC will provide survey data, excluding any individual identifying information, to researchers and others for purpose of advancing transportation modeling, research and policy analysis. Contact: Aniss Bahreinian.

**G) California Environmental Quality Act (CEQA) Compliance**

1. Is Agreement considered a "Project" under CEQA?

Yes (skip to question 2)       No (complete the following (PRC 21065 and 14 CCR 15378)):

Explain why Agreement is not considered a "Project":

Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because this Memorandum of Understanding (MOU) focuses on a collaboration to share and preserve vehicle research data. This MOU does not involve any actions other than information sharing and will not result in any physical changes to the environment..

2. If Agreement is considered a "Project" under CEQA:

a) Agreement **IS** exempt. (Attach draft NOE)

Statutory Exemption. List PRC and/or CCR section number: \_\_\_\_\_

Categorical Exemption. List CCR section number: \_\_\_\_\_

Common Sense Exemption. 14 CCR 15061 (b) (3)

Explain reason why Agreement is exempt under the above section:

b) Agreement **IS NOT** exempt. (Consult with the legal office to determine next steps.)

Check all that apply

Initial Study       Environmental Impact Report

Negative Declaration       Statement of Overriding Considerations

Mitigated Negative Declaration

**H) List all subcontractors (major and minor) and equipment vendors:** (attach additional sheets as necessary)

Legal Company Name:	Budget	SB	MB	DVBE
	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**I) List all key partners:** (attach additional sheets as necessary)

Legal Company Name:
National Renewable Energy Laboratory

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CEC-94 (Revised 10/2015)

CALIFORNIA ENERGY COMMISSION



J) Budget Information			
Funding Source	Funding Year of Appropriation	Budget List No.	Amount
Funding Source			\$
R&D Program Area:	Select Program Area	TOTAL:	\$ 0
Explanation for "Other" selection			
Reimbursement Contract #:		Federal Agreement #:	

K) Contractor's Administrator/ Officer				Contractor's Project Manager			
Name:	Barbara Goodman			Name:	Jeffrey Gonder		
Address:	15013 Denver West Parkway			Address:	15013 Denver West Parkway		
City, State, Zip:	Golden, Colorado, 80401			City, State, Zip:	Golden, CO 80401		
Phone:	303-275-4085	Fax:	303-275-3097	Phone:	303-275-4462	Fax:	303-275-3097
E-Mail:	barbara.goodman@nrel.gov			E-Mail:	jeff.gonder@nrel.gov		

L) Selection Process Used (For amendments, address amendment exemption or NCB, do not identify solicitation type of original agreement.)							
<input type="checkbox"/>	Solicitation	Select Type	Solicitation #:	- -	# of Bids:	Low Bid?	<input type="checkbox"/> No <input type="checkbox"/> Yes
<input type="checkbox"/>	Non Competitive Bid (Attach CEC 96)						
<input checked="" type="checkbox"/>	Exempt MOU						

M) Contractor Entity Type	
<input type="checkbox"/>	Private Company (including non-profits)
<input type="checkbox"/>	CA State Agency (including UC and CSU)
<input checked="" type="checkbox"/>	Government Entity (i.e. city, county, federal government, air/water/school district, joint power authorities, university from another state)

N) Is Contractor a certified Small Business (SB), Micro Business (MB) or DVBE?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
If yes, check appropriate box:		<input type="checkbox"/> SB	<input type="checkbox"/> MB <input type="checkbox"/> DVBE

O) Civil Service Considerations	
<input checked="" type="checkbox"/>	Not Applicable (Agreement is with a CA State Entity or a membership/co-sponsorship)
<input type="checkbox"/>	Public Resources Code 25620, et seq., authorizes the Commission to contract for the subject work. (PIER)
<input type="checkbox"/>	The Services Contracted:
<input type="checkbox"/>	are not available within civil service
<input type="checkbox"/>	cannot be performed satisfactorily by civil service employees
<input type="checkbox"/>	are of such a highly specialized or technical nature that the expert knowledge, expertise, and ability are not available through the civil service system.
<input type="checkbox"/>	The Services are of such an:
<input type="checkbox"/>	urgent
<input type="checkbox"/>	temporary, or
<input type="checkbox"/>	occasional nature
	that the delay to implement under civil service would frustrate their very purpose.
<b>Justification:</b>	

P) Payment Method				
<input type="checkbox"/>	A. Reimbursement in arrears based on:			
<input type="checkbox"/>	Itemized Monthly	<input type="checkbox"/> Itemized Quarterly	<input type="checkbox"/> Flat Rate	<input type="checkbox"/> One-time
<input type="checkbox"/>	B. Advanced Payment			
<input checked="" type="checkbox"/>	C. Other, explain: N/A; this is a memorandum of understanding (MOU); there is no exchange of money			

Q) Retention	
1. Is Agreement subject to retention?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
If Yes, Will retention be released prior to Agreement termination?	<input type="checkbox"/> No <input type="checkbox"/> Yes



<b>R) Justification of Rates</b>
N/A

<b>S) Disabled Veteran Business Enterprise Program (DVBE)</b>
1. <input checked="" type="checkbox"/> Exempt (Interagency/Other Government Entity) 2. <input type="checkbox"/> Meets DVBE Requirements      DVBE Amount:\$ <u>0</u> DVBE %: _____ <input type="checkbox"/> Contractor is Certified DVBE <input type="checkbox"/> Contractor is Subcontracting with a DVBE: <u>Name of DVBE Company</u> 3. <input type="checkbox"/> Contractor selected through CMAS or MSA with no DVBE participation. 4. <input type="checkbox"/> Requesting DVBE Exemption (attach CEC 95)

<b>T) Miscellaneous Agreement Information</b>
1. Will there be Work Authorizations? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes 2. Is the Contractor providing confidential information? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes 3. Is the contractor going to purchase equipment? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes 4. Check frequency of progress reports <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> N/A 5. Will a final report be required? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes 6. Is the Agreement, with amendments, longer than a year? If yes, why? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <u>This MOU is for 5 years to provide sufficient time for researchers to locate, access, and add new data</u>

<b>U) The following items should be attached to this CRF (as applicable)</b>
1. Exhibit A, Scope of Work <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Attached 2. Exhibit B, Budget Detail <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached 3. CEC 96, NCB Request <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached 4. CEC 95, DVBE Exemption Request <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached 5. CEQA Documentation <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached 6. Resumes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached 7. CEC 105, Questionnaire for Identifying Conflicts <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached

Agreement Manager	Date	Office Manager	Date	Deputy Director	Date
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MEMORANDUM OF UNDERSTANDING  
between  
**The Alliance for Sustainable Energy, LLC, Manager and Operator of  
The Department of Energy's National Renewable Energy Laboratory**  
and  
**the California Energy Commission,**  
hereby jointly referred to as "the Parties"

**SUBJECT.** Inclusion of data from the California Energy Commission in the Department of Energy-supported Transportation Secure Data Center hosted at the National Renewable Energy Laboratory.

**1. Purpose**

- a. The National Renewable Energy Laboratory (NREL) is a national laboratory owned by the Department of Energy (DOE) and managed and operated by the Alliance for Sustainable Energy (Alliance), LLC, under DOE Contract No. DE-AC36-08-GO28308. NREL has a primary location at 15013 Denver West Parkway, Golden, Colorado, 80401. The California Energy Commission (CEC) is responsible for conducting vehicle surveys and providing data to different government agencies as well as university researchers and private entities, per request.
- b. Data that CEC has collected is extremely valuable for a variety of research purposes. Including this data in the Transportation Secure Data Center (TSDC) hosted at NREL will ensure that it is preserved and can continue to be used for legitimate research in a controlled way that maintains anonymity of the original survey respondents, and relieves CEC from the burden of directly serving as a data clearinghouse.
- c. This Memorandum of Understanding (MOU): (1) is not a contract; (2) shall not be used to obligate or commit funds; and (3) will not be used as a basis for the transfer of funds.

**2. Scope of Cooperation**

- a. Sharing data, such as from the California Vehicle Survey (CVS) sponsored by CEC.
- b. The intended collaboration embodied in this MOU will directly support the TSDC activity, which is sponsored both by the Department of Transportation (DOT) and the DOE. DOE-sponsored research programs will also directly benefit from the information the data center will make available. This includes analysis by the Vehicle Systems Analysis task at NREL to fully characterize the impact of advanced technology vehicle replacement using information about the distribution of driving styles and distances for current vehicles.

### **3. Term**

- a. This MOU shall be effective on the later date of the signatures of the parties.
- b. This MOU shall be in effect for five (5) years, and may be renewed thereafter by mutual agreement of the parties.
- c. Earlier termination of the MOU shall be effective upon sixty (60) days written notice given to the other party.

### **4. Role of the Parties**

- a. Jeffrey Gonder ([jeff.gonder@nrel.gov](mailto:jeff.gonder@nrel.gov), 303-275-4462) or the current task leader for the TSDC shall be the principal point of contact at NREL for implementation of the MOU. Aniss Bahreinian ([aniss.bahreinian@energy.ca.gov](mailto:aniss.bahreinian@energy.ca.gov), 916-653-0381) shall be the principal point of contact at CEC for implementation of the MOU. These contacts will also be responsible for resolution of issues cutting across organizational lines in their respective organizations.
- b. The parties may each propose to each other addition of other data sets for inclusion in the TSDC.

### **5. Disclosure of Information**

Each party intends to cooperate in a manner which facilitates exchanges of non-proprietary information.

### **6. Intellectual Property**

Activities which may involve sharing of proprietary information and transfer of rights and interest in intellectual property are excluded from the purview of this MOU. In the event it becomes necessary to share proprietary information, separate nondisclosure agreements will be put in place.

### **7. Review Meetings**

N/A

### **8. Future Collaboration**

This MOU does not create legally binding obligations between the parties. It serves only as a record of the intentions of the parties to identify areas of joint interest and possible cooperation. If the parties agree to undertake joint projects, they intend to develop a separate written agreement for each project, setting out each party's contribution, deliverables, responsibilities, and intellectual property rights and obligations.

**9. Special Provisions for CVS**

Cities, ZIP codes and Census Tracts will be added to Public Files and available to public with a simple registration.

**Signatures**

The Parties hereby confirm this MEMORANDUM OF UNDERSTANDING and acknowledge their understanding by the following signatures.

FOR Alliance:

FOR CEC:

By \_\_\_\_\_ By \_\_\_\_\_  
Barbara Goodman Robert P. Oglesby  
Title Associate Director Title Executive Director

Date \_\_\_\_\_ Date \_\_\_\_\_

STATE OF CALIFORNIA

STATE ENERGY RESOURCES  
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION - RE: APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE ALLIANCE FOR SUSTAINABLE ENERGY, LLC, MANAGER AND OPERATOR OF THE DEPARTMENT OF ENERGY'S NATIONAL RENEWABLE ENERGY LABORATORY AND THE STATE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT COMMISSION

**WHEREAS**, the State Energy Resources Conservation and Development Commission (Energy Commission) is responsible for conducting vehicle surveys and providing data to government agencies, university researchers, and private entities, upon request; and

**WHEREAS**, the Alliance of Sustainable Energy, LLC, Manager and Operator of the Department of Energy's Renewable Energy Laboratory (National Renewable Energy Laboratory) can ensure that such data is preserved and can continue to be used for legitimate research.

**RESOLVED**, that the Energy Commission and the National Renewable Energy Laboratory agree to cooperate in the sharing and preserving of such data; and

**RESOLVED**, that the Energy Commission adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

**RESOLVED**, that the Energy Commission approves Agreement MOU-16-001 between the National Renewable Energy Laboratory and the Energy Commission; and

**FURTHER BE IT RESOLVED**, that the Executive Director or his/her designee shall execute the same on behalf of the Energy Commission.

**CERTIFICATION**

The undersigned Secretariat to the Commission does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the California Energy Commission held on September 14, 2016.

AYE: [List of Commissioners]  
NAY: [List of Commissioners]  
ABSENT: [List of Commissioners]  
ABSTAIN: [List of Commissioners]

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Cody Goldthrite,  
Secretariat