

SECTION A
Assurances

As a condition of receiving subgranted funds from the Governor's Office of Energy (GOE), the Subgrantee agrees to the following conditions:

1. This Notice of Subgrant Award shall be construed and interpreted according to the laws of the State of Nevada.
2. Subgrant funds may not be used for other than the awarded purpose. In the event Subgrantee expenditures do not comply with this condition, that portion not in compliance must be refunded to GOE.
3. To submit reimbursement requests only for expenditures approved in the spending plan. Any additional expenditures beyond what is allowable based on approved categorical budget amounts, without prior written approval by GOE, may result in denial of reimbursement.
4. Approval of this subgrant budget by GOE constitutes prior approval for the expenditure of funds for specified purposes included in the budget. Unless otherwise stated in the scope of work, the transfer of funds between budgeted categories over 25% of any budgeted category without written prior approval from GOE is not allowed under the terms of this subgrant. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.
5. Recipients of subgrants are required to maintain subgrant accounting records, identifiable by project number. Such records shall be maintained in accordance with the following:
 - a. Records may be destroyed not less than three years (unless otherwise stipulated) after the final financial and narrative reports have been submitted to GOE.
 - b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual subgrants.

Subgrant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this subgrant award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the subgrant activity.

6. Subgrantee agrees to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subgrant award. GOE reserves the right to disqualify any subgrantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
7. The Subgrantee is required to comply with applicable Federal, State, and Local laws and regulations for all work performed under this subgrant. The Subgrantee must ensure that all necessary Federal, State, and Local permits, authorizations, and approvals for all work performed under this subgrant are in place.

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8. GOE subgrants are subject to inspection and audit by representatives of GOE, the Department of Administration, the Governor's Office of Finance Internal Audit Division and the Legislative Counsel Bureau Audit Division or other appropriate state or federal agencies to:
- a. Verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
 - b. Ascertain whether policies, plans and procedures are being followed;
 - c. Provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
 - d. Determine reliability of financial aspects of the conduct of the project.

In addition to the above assurances, the Subgrantee agrees:

- To request reimbursement according to the schedule specified below for the actual expenses incurred related to the scope of work during the subgrant period.
 - A request for reimbursement should be submitted on a monthly basis (not more frequently than monthly and no less frequently than quarterly), no later than the 10th of the month on the prescribed Financial Status and Progress Report (FSPR) form.
 - Reimbursement is based on actual expenditures incurred during the period being reported. Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the policy of the Board of Examiners to restrict contractors/subgrantees to the same rates and procedures allowed State employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).
 - Payment will not be processed without all reporting being current.
 - Reimbursement will not exceed the total subgrant award of **\$x.xx**;
 - Additional expenditure detail will be provided upon request from GOE.
 - A final FSPR to GOE will be submitted within 60 days of the CLOSE OF THE SUBGRANT PERIOD. Any un-obligated funds shall be returned to GOE at that time, or if not already requested, shall be deducted from the final award.
- If this subgrant funds any form of written or visual materials that identifies GOE, the materials shall be sent to this office for review and comment prior to publication.
- Subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Notice of Subgrant Award without the prior written consent of GOE.
- To the extent authorized by law, Subgrantee agrees to indemnify and save and hold the State, its agents and employees harmless from any and all claims, causes of action or liability arising from the acts or omissions of the Subgrantee, or Subgrantee's agents or employees under this agreement.
- Subgrantee certifies that the subgrant funds will supplement, and not supplant, funds otherwise available for this project under state or federal law.

GOE agrees:

- To provide technical assistance, upon request from the Subgrantee;
- GOE reserves the right to hold reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by GOE.

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Both parties agree:

- Periodic site/monitoring visits may be performed during the project period. The site/monitoring visits are of both a programmatic and fiscal nature and may be performed either via desk audit or on-site. GOE staff will ensure that Subgrantee is notified prior to the site/monitoring visit.
- All reports of expenditures and requests for reimbursement processed by GOE are SUBJECT TO AUDIT.

This subgrant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the GOE, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Special Terms and Conditions

The following table documents required items as special terms and conditions of this subgrant.

Item	Minimum Requirement
Electric Power Supply and Capacity at Site Location	A minimum of 3-phase power must be available at the site location with the electric capacity of 50KW per DC Fast Charger.
Equipment Access on Site Location	The equipment must be sited outdoors in a location that is accessible to the public.
Equipment Standards	A minimum of one (1) DC Fast Charger with both SAE/CCS and CHAdeMO connectors, plus one (1) additional charger (DC Fast Charger or Level II) for a minimum total of two (2) chargers at the site.
Equipment Warranty	A minimum of one (1) year warranty must be purchased.
Equipment Network and Payment Options	Equipment must support an open communication protocol standard and have the ability to accept a credit or debit card without incurring any additional fees.
Network Data Access	Any communication to or from the charging equipment must use an open communication protocol standard, and provide direct data access to GOE that shows kWh and cost data.
Signage	On-site signage must be provided to identify the charging station location. The subgrantee must coordinate with NDOT for directional signage on and along the highway.
Length of Service and Hours of Operation	The charging station must be operational for a minimum of five years with accessible hours of operation to be 24 hours a day, 7 days a week, 365 days a year. Sites must have a toll-free number posted on or near the charging station for customers to call 24/7 to get support.
Ownership	The ownership of the charging station will be assigned to either the subgrantee or to a host-site selected by the subgrantee. If the subgrantee assigns ownership to a host-site, then that agreement is subject to these terms and conditions and is subject to review by GOE. The State will not be designated as an owner of the charging station.
Operation	In the event the station is determined to be non-operational during the term of the length of service, GOE reserves the right to remove the equipment purchased under this agreement.
Project Location	Where designated by GOE, project must meet FAST Act compliance (<50 miles from next charging station, <5 miles from highway).
Safety Requirements	The electric vehicle charging equipment shall be certified by the Underwriters Laboratories, Inc. (UL), or equivalent safety standard.