

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
MARITIME ADMINISTRATION  
(COOPERATIVE AGREEMENT)

AGREEMENT NUMBER: DTMA1H12005

PROJECT TITLE: *Air Emission and Energy Initiative*

EFFECTIVE DATE:

OBLIGATION DATE:

APPROPRIATION DATA: 70121750HQ.2012.1PRE000EAC.0000141004.25305.61006600  
\$400,000.00

*This Agreement is entered into between the United States of America, hereinafter called the Government, represented by the Maritime Administration, and the Puget Sound Clean Air Agency (the Recipient), under U.S. Federal law.*

*The Recipient to this Agreement shall execute it by signing in the spaces provided on the last page (before the Statement of Work), as evidence, and in acknowledgement, of its intention to observe all the provisions hereof.*

TABLE OF CONTENTS

ARTICLE

TITLE

ARTICLE 1 - PARTIES	
ARTICLE 2 - AUTHORITY	
ARTICLE 3 - BACKGROUND	
ARTICLE 4 - EFFECTIVE DATE AND PERIOD OF PERFORMANCE	
ARTICLE 5 - DEFINITIONS	
ARTICLE 6 - SCOPE OF THE AGREEMENT	
ARTICLE 7 - FUNDING RESOURCES AND ACCOUNTABILITY	
ARTICLE 8 - INVOICE REQUIREMENTS/METHOD OF PAYMENT	
ARTICLE 9 - AGREEMENTS OFFICER'S TECHNICAL REPRESENTATIVE (AOTR)	
ARTICLE 10 - ADDRESS OF CORRESPONDENCE	
ARTICLE 11 - DELEGATION OF INSPECTION/ACCEPTANCE AUTHORITY	
ARTICLE 12 - LIABILITY	
ARTICLE 13 - THIRD PARTY RIGHTS	
ARTICLE 14 - PERMITS, LICENSES AND RESPONSIBILITIES	
ARTICLE 15 - AMENDMENT OF AGREEMENT	
ARTICLE 16 - CHANGES AND MODIFICATIONS	
ARTICLE 17 - NOTICE OF DELAY	
ARTICLE 18 - DISPUTES	
ARTICLE 19 - LIMITATIONS	
ARTICLE 20 - SUSPENSION OR TERMINATION (Ref: OMB Circular A-110)	
ARTICLE 21 - COVENANT AGAINST CONTINGENT FEES	
ARTICLE 22 - OFFICIALS NOT TO BENEFIT	
ARTICLE 23 - DEBARMENT AND SUSPENSION	
ARTICLE 24 - EQUAL OPPORTUNITY	
ARTICLE 25 - DRUG-FREE WORKPLACE	
ARTICLE 26 - CLEAN AIR AND FEDERAL WATER POLLUTION	
ARTICLE 27 - CERTIFICATIONS AND REPRESENTATIONS	

*ATTACHMENTS*

- (A) DISCLOSURE OF LOBBYING ACTIVITIES (SF LLL (Rev. 7097))*
- (B) STATEMENT OF WORK*

## ARTICLE 1 - PARTIES

*This Cooperative Agreement, herein called the Agreement, is entered into by and between the United States of America, represented by the Maritime Administration (MARAD), and Puget Sound Clean Air Agency as the Recipient.*

## ARTICLE 2 - AUTHORITY

*MARAD enters into this Agreement on the authority contained in Public Law 49 U.S.C. § 109(h) (1); 46 U.S.C. § 55601(g)*

## ARTICLE 3 - BACKGROUND

*Over the past several years, the Maritime Administration (MARAD) has been partnering with other government agencies, industry, and academia on efforts to reduce vessel and port air emissions and greenhouse gases as well as support the use of alternative fuels and energy sources. Several MARAD efforts are underway to address emissions reductions, specifically through development of planning and modeling tools and in-situ testing of alternative fuels. MARAD recognizes the limited Federal funding opportunities specific to the maritime section for emission reduction projects and will enter into up to three cooperative agreements with funding to assist in offsetting costs. The total amount of funding under the RFP will be \$1,500,000.00*

*MARAD is seeking to provide cost share funding through cooperative agreements for US flagged vessels that operate on inland or coastal waterways. Eligible applicants include vessel owners, operators, or sponsors. Awardees must demonstrate a reduction of emission of nitrogen oxides (NOx), sulfur oxides (SOx), particulate matter (PM), or carbon through an approved emission testing scheme. Data collected under the cooperative agreement, including that related to costs, emissions, and fuel consumption must be made available to MARAD and can be used publically. Shore side equipment upgrade or shore power projects are not eligible for funding.*

*MARAD will use the results and data to support further air emission reduction research and demonstration projects and to demonstrate the public benefits of future incentives to improve vessel related environmental stewardship. Projects that will be funded under the RFP Include engine repowers, retrofits, the use of alternative fuels, or the use of alternative technologies such as hybrid engines and other emissions reduction technologies. MARAD will not fund more than 75% of the total cost of the project. MARAD strongly encourages collaboration among private, public, and academic organizations.*

#### ARTICLE 4 – EFFECTIVE DATE AND PERIOD OF PERFORMANCE

*The effective date of this Agreement shall be the date of the last signatory on the Agreement. The Period of Performance covered by this Agreement commences upon the date of the last signatory to this Agreement and will extend for three years (36 calendar months) from that date unless terminated sooner as provided for herein.*

#### ARTICLE 5 – DEFINITIONS

*As used throughout this Agreement, the following terms shall have the meaning set forth below:*

- (1) The term "Head of the Agency" or "Secretary" as used herein means the Secretary, the Deputy Secretary, any Assistant Secretary, or the Maritime Administrator or Deputy Maritime Administrator of the Department of Transportation; and the term "duly authorized representative" means any person or persons or board (other than the Agreements Officer) authorized to act for the head of the Agency.*
- (2) The term "Agreements Officer" (AO) means the person executing this Agreement on behalf of MARAD, and any other MARAD employee who is a properly warranted Federal Contracting Officer. Delores Bryant is the Agreement Officer who will be signing this Agreement.*
- (3) The term "Agreements Officer Technical Representative" (AOTR) means the designated MARAD employee responsible for the technical aspects of this Agreement and technical liaison with the Recipient.*
- (4) Covered Federal action, "means any of the following Federal actions: the awarding of any Federal grant; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; the extension, continuation, renewal, amendment, or modification of any Federal grant, loan, or cooperative agreement.*
- (5) "Data" means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software (including computer programs, computer data bases, and documentation thereof). The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.*
- (6) The term "MARAD" means the Maritime Administration.*
- (7) The term "Recipient" means the organization(s) participating in and legally responsible for this Agreement; namely, the Puget Sound Clean Air Agency.*
- (8) The term "Subcontractor" means a contractor to the Recipient (Puget Sound Clean Air Agency) and all tiers of subcontractors hereunder including those of the Program Partners.*

- (9) *The term "Program Partners" refers to the Recipient's (Puget Sound Clean Air Agency) partners; either as individuals or organizations, in the Agreement and the technical initiatives being undertaken by the Recipient (Puget Sound Clean Air Agency).*

ARTICLE 6 - SCOPE OF THE AGREEMENT

*See attached Statement of Work (SOW)*

*The Maritime Administration point of contact:*

*Office of Acquisition  
Delores Bryant  
Agreements Contracting Officer  
1200 New Jersey Avenue, S.E. – W26/420  
Washington, D.C. 20590  
Phone: (202)366-2660  
Fax: (202)366-3029  
delores.bryant@dot.gov*

*Technical Program Office  
Daniel Yuska  
Environmental Protection Specialist  
1200 New Jersey Avenue, S.E. - W28-228  
Washington, D.C. 20590  
Phone; (202) 366-0714  
daniel.yuska@dot.gov*

*The Puget Sound Clean Air Agency Point of Contacts:*

*Project Manager: Elizabeth Gilpin  
Air Resources Specialist  
1904 Third Avenue, Suite 105  
Seattle, WA 98101  
Phone: (206) 689-4026  
[elizabethg@pscleanair.org](mailto:elizabethg@pscleanair.org)*

*Project Manager's supervisor: Amy Fowler  
Manager, Department of Clean Air Initiatives  
1904 Third Avenue, Suite 105  
Seattle, WA 98101  
Phone: (206) 689-4017  
[amyf@pscleanair.org](mailto:amyf@pscleanair.org)*

ARTICLE 7 - FUNDING RESOURCES AND ACCOUNTABILITY

- a. *This Agreement involves the transfer of MARAD funds to Puget Sound Clean Air Agency based upon accomplishing specific phases.*
- b. *It is estimated that the total cost for the three (3) year period of performance to the Government will be \$400,000.*
- c. *Total funds currently available for payment and allotted to this Agreement are \$400,000.*
- d. *It is estimated that the amount currently allotted (\$400,000) will be expensed under the Agreement through September 30, 2015.*

ARTICLE 8 - INVOICE REQUIREMENTS/METHOD OF PAYMENT

- a. *MARAD will make payment by electronic funds transfer (EFT) under this Agreement. Payment will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. The date of the EFT issued in payment shall be considered to be the date payment is made.*
- b. *Invoices shall be submitted monthly in an original and two copies to DOT/Enterprise Services Center (ESC), MARAD A/P Branch, AMZ-15, Oklahoma City, OK 73125, and the Recipient can also email invoices to: [MARADInvoices@faa.gov](mailto:MARADInvoices@faa.gov)*

*To constitute a proper invoice, the invoice must include the following information and/or attached documentation:*

- (a) Name of the Recipient and invoice date*
- (b) Cooperative Agreement Number*
- (c) Description, price, and quantity of property and services actually delivered or rendered*
- (d) Shipping and payment terms*
- (e) Other substantiating documentation or information as required by the Agreements Officer*

Sub Article 8 - Method of Payment

*Payments under this Agreement will be made by wire transfer through the Treasury Financial Communications System at the option of the Government. The Puget Sound Clean Air Agency shall forward the following information in writing to the Agreement Officer no later than seven (7) days after receipt of notice of award:*

1. *Cooperative Agreement Number*
2. *Full name (where practicable), title, phone number, company's Taxpayer ID (if applicable), and complete mailing address of responsible officials, and who may be contacted concerning the bank account information requested below*
3. *The following bank account information for wire transfer of payments is required:*
  - a. *Name, address, and telegraphic abbreviation of receiving financial institution*
  - b. *Receiving financial institution's nine (9) digit American Bankers Association (ABA) identifying number for routing transferred funds*

*Note: Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.*
  - c. *Recipient's name and account number at receiving financial institution to be credited with the funds*
  - d. *If the receiving financial institution does not have access to the Federal Reserve Communications system, provide name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:*
    - *Address and telegraphic abbreviation of the correspondent financial institution*
    - *The correspondent financial institution's nine (9) digit ABA identifying number for routing transfer of funds*

*Any changes to the information furnished under the above paragraphs of this sub-article shall be furnished to DOT/Enterprise Services Center (ESC), MARAD A/P Branch, AMZ-15, Oklahoma City, OK 73125, in writing at least thirty (30) days before the effective date of change. It is the Recipient's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.*

*The document furnishing any of the above information required must be dated and contain the signature, title, and telephone number of the Recipient (official authorized to provide it), as well as the Recipient's name and Cooperative Agreement number.*

#### ARTICLE 9 – AGREEMENTS OFFICER TECHNICAL REPRESENTATIVE (AOTR)

a. *Mr. Daniel Yuska is hereby designated as the AOTR for this Agreement. The AOTR is located at the Department of Transportation, Maritime Administration (MAR-410)1200 New Jersey Ave., SE, Washington, DC 20590. He may be reached at (202) 366-0714 or at [daniel.yuska@dot.gov](mailto:daniel.yuska@dot.gov)*

b. *The AOTR is responsible for the technical aspects of this Agreement and is the primary MARAD technical liaison with Puget Sound Clean Air Agency.*

c. *The AOTR is not authorized to make any commitments or otherwise obligate the Government*

*or authorize any changes which affect the Agreement terms or conditions. Any Recipient request for changes shall be referred to the Agreements Officer directly or through the AOTR. No such changes shall be made without the expressed prior authorization of the Agreements Officer. The AOTR may designate assistant AOTR(s) to act for him by naming such assistant(s) in writing and transmitting a copy of such designation through the Agreements Officer to the Recipient.*

*d. The Government at any time may change the AOTR, but the Agreements Officer in writing will promptly provide notification of the change, including the name and address of the successor AOTR, to the Recipient.*

#### ARTICLE 10 – ADDRESS OF CORRESPONDENCE

*All correspondence except as otherwise specified shall be directed to the Agreements Officer at the following address:*

*Department of Transportation  
Maritime Administration  
Office of Acquisitions, MAR-380  
1200 New Jersey Ave., SE – W26-420  
Mail Stop W28-201  
Washington DC 20590  
Attn: Ms. Delores Bryant  
Agreements Officer*

#### ARTICLE 11 – DELEGATION OF INSPECTION/ACCEPTANCE AUTHORITY

*The AOTR shall be delegated the responsibility and authority to conduct inspection and acceptance duties for this Agreement, if applicable (See Article 9).*

#### ARTICLE 12 – LIABILITY

*(a) Each party to this Agreement shall be liable for the acts and omissions of its own employees.*

*(b) MARAD shall not be liable for any injury to another party's personnel or damage to another party's property unless such injury or damage is compensable under the Federal Tort Claims Act [28 U.S.C. §1346(b)], or pursuant to other Federal statutory authority. Similarly, the Recipient shall not be liable for any injury to another party's personnel or damage to another party's property unless such injury or damage is compensable under Washington state law without regard to conflicts of law principles.*

#### ARTICLE 13 – THIRD PARTY RIGHTS

*The Agreement does not confer any rights or benefits on any third party.*

ARTICLE 14 - PERMITS, LICENSES AND RESPONSIBILITIES

*Puget Sound Clean Air Agency shall, without expense to MARAD, be responsible for obtaining any licenses and permits and for complying with any Federal, state, and municipal laws, codes and regulations applicable to performance of any work under this Agreement. Puget Sound Clean Air Agency shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.*

ARTICLE 15 – AMENDMENT OF AGREEMENT

*This Agreement may be amended by deletion or modification of any provisions, provided that such amendment is in writing and is signed by all parties to the Agreement.*

ARTICLE 16 – CHANGES AND MODIFICATIONS

- (a) The Agreements Officer may make changes requested by the Recipient, within the general scope of this Agreement, relative to the services to be performed.*
- (b) The Agreements Officer may at any time, by written order make changes to the scope of work, within the general scope of this Agreement, in the services to be performed, including reporting requirements related thereto.*
- (c) Puget Sound Clean Air Agency shall, within thirty (30) days after receipt of a written change order, or within such additional periods as may be allowed by the Agreements Officer in writing or otherwise approved by the Agreements Officer, submit a written statement with supporting details as to whether or not the change order impacts the period of performance or the costs or the intended technical efforts to be performed under the Agreement.*
- (d) Puget Sound Clean Air Agency shall promptly provide such additional, supporting details as may be requested by the Agreements Officer. In the event of failure by the Puget Sound Clean Air Agency to submit such written statement or details, the Agreements Officer may determine, on the basis of available information, the appropriate remedies including the possibility of termination of the Agreement. Such right of determination shall not excuse Puget Sound Clean Air Agency from complying with the submission requirement.*
- (e) As a result of meetings, annual reviews, or at any time during the term of the Agreement, minor project changes do not require prior MARAD approval. The following are changes that would require MARAD approval by written modification:*
  - 1. changes that impact the period of performance,*
  - 2. any material or substantial change to the relationships of Puget Sound Clean Air Agency and its partners participating in the project efforts or*
  - 3. changes that would substantially affect either party to the Agreement as well as*

*the Puget Sound Clean Air Agency partners and their contributions to the project efforts.*

#### ARTICLE 17 – NOTICE OF DELAY

*If the Recipient becomes unable to complete or comply with the requirements under this Agreement because of technical difficulties, notwithstanding the exercise of good faith and diligent efforts in the performance of the work called for hereunder, Puget Sound Clean Air Agency shall give the Agreements Officer written notice of the anticipated delay and the reasons therefore. Such notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to Puget Sound Clean Air Agency but in any event within forty-five (45) days from when Puget Sound Clean Air Agency knew or should have known of the delay. When notice is so required, the Agreements Officer may extend the time specified for such period as deemed advisable.*

#### ARTICLE 18 – DISPUTES

*All disputes shall be submitted to the Agreements Officer for a decision.*

*(a) All disputes of fact or of interpretation under this Agreement not disposed of by mutual agreement shall be decided by the Agreements Officer who shall reduce the decision to writing and mail a copy thereof to Puget Sound Clean Air Agency. Within thirty (30) days of receipt of such written decision, Puget Sound Clean Air Agency may appeal in writing to the Associate Administrator for Administration, Maritime Administration. The Associate Administrator for Administration will fix a date for written submissions or oral presentations, or both, by Puget Sound Clean Air Agency and the Agreements Officer, or their representatives.*

*(b) The Associate Administrator for Administration shall hand down a written decision. The Contract Disputes Act of 1978 does not apply to this Agreement. Compliance with this Article does not preclude use of any other legal remedies by the Parties.*

#### ARTICLE 19 – LIMITATIONS

*The terms of this Agreement are not intended to alter, amend, or rescind any current Agreement or provision of Federal law now in effect. Any provision of this Agreement which conflicts with Federal law will be null and void, but the remaining terms and conditions shall remain in full force and effect.*

*This Agreement does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not employed by or officials of parties to this Agreement, against any party, their officers or employees, or any other person.*

*As required by the Anti-deficiency Act, 31 U.S.C. §§1341 and 1342, all commitments made by parties in this Agreement are subject to the availability of appropriated funds and budget*

priorities. Nothing in this Agreement, in and of itself, obligates the signatory parties to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. Any transaction involving transfers of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures

ARTICLE 20 – SUSPENSION OR TERMINATION (Ref: OMB Circular A-110)

(a) As prescribed by OMB Circular A-110, Subpart A, Paragraph 2, the following definitions apply under this Article:

1. Termination – means the cancellation of Federal sponsorship, in whole or in part, under an Agreement at any time prior to the date of completion.
2. Suspension – means an action by a Federal awarding agency that temporarily withdraws Federal sponsorship under an award, pending corrective action by the Recipient or pending a decision to terminate the award by the Federal-awarding agency. Suspension of an award is a separate action from suspension under Federal agency regulations implementing Executive Orders 12549 and 12689 “Debarment and Suspension.”

(b) Notwithstanding the specific terms of this Article, Termination and Enforcement procedures shall be conducted in accordance with OMB Circular A-110, Subpart C, and Paragraphs 60 through 62.

(c) When Puget Sound Clean Air Agency has failed to comply with the terms of the Agreement and conditions or standards, the Government may, on reasonable notice to Puget Sound Clean Air Agency, suspend the Agreement, pending corrective action by Puget Sound Clean Air Agency, or a decision by the Government or Puget Sound Clean Air Agency to terminate in accordance with the provisions listed below for termination for cause or termination for convenience.

(d) The Government’s provisions for the systematic settlement of termination of grants or other agreements include the following:

- (1) Termination for Cause – the Government may reserve the right to terminate the Agreement in whole or in part any time before the date of completion, whenever it is determined that Puget Sound Clean Air Agency has failed to comply with the terms and conditions of the Agreement. The Government shall promptly notify the Puget Sound Clean Air Agency in writing of the determination and the reasons for the termination, together with the effective date. Any recoveries by the Government under grants or other agreements terminated for cause shall be in accordance with the legal rights and liabilities of the parties to this Agreement.

*(2) Termination for Convenience – the Government or Puget Sound Clean Air Agency may terminate this Agreement in whole or in part when both parties agree that the continuation of the program would not produce beneficial results intended by this Agreement. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, portions to be terminated.*

#### ARTICLE 21 – COVENANT AGAINST CONTINGENT FEES

*(a) Puget Sound Clean Air Agency warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, MARAD shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the total price or consideration, or otherwise recover, the full amount of the contingent fee.*

*(b) “Bona fide agency,” as used in this article, neither means an established commercial or selling agency, maintained by Puget Sound Clean Air Agency for the purpose of securing business that neither exerts nor proposes to exert improper influence to solicit or obtain Government agreements nor holds itself out as being able to obtain any Government agreement through improper influence.*

*(c) “Bona fide employee,” as used in this article, means a person, employed by Puget Sound Clean Air Agency and subject to Puget Sound Clean Air Agency supervision and control as to time, place, and manner of performance, which neither exerts nor proposes to exert improper influence to solicit or obtain Government agreements nor holds out as being able to obtain any Government agreement through improper influence.*

#### ARTICLE 22 – OFFICIALS NOT TO BENEFIT

*No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit arising from it. However, this provision does not apply to this Agreement to the extent that this Agreement is made with a corporation for the corporation’s general benefit.*

#### ARTICLE 23 – DEBARMENT AND SUSPENSION

*Puget Sound Clean Air Agency shall comply with the non-procurement debarment and suspension common rule implementing Executive Orders 12549 and 12689, “Debarment and Suspension.” This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.*

ARTICLE 24 – EQUAL OPPORTUNITY

*During the performance of this Agreement, the Puget Sound Clean Air Agency agrees as follows:*

*(a) Puget Sound Clean Air Agency shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.*

*(b) Puget Sound Clean Air Agency shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to: employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.*

*(c) Puget Sound Clean Air Agency shall, in all solicitations or advertisements for employees placed by or on behalf of Puget Sound Clean Air Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.*

*(d) Puget Sound Clean Air Agency shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.*

*(e) Puget Sound Clean Air Agency shall permit access to its books, records, and accounts by the Government for the purposes of investigation to ascertain Puget Sound Clean Air Agency compliance with the applicable rules, regulations, and others.*

*(f) If, MARAD determines that Puget Sound Clean Air Agency is not in compliance with this Article or any rule, regulation, or order of the Secretary of Labor, this Agreement may be canceled, terminated, or suspended in whole or in part and Puget Sound Clean Air Agency may be declared ineligible for further Government assistance, under procedures authorized in Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor or as otherwise provided by law.*

*(g) Puget Sound Clean Air Agency shall include the terms of this Article in every subcontract that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor.*

ARTICLE 25 – DRUG-FREE WORKPLACE

*(a) Puget Sound Clean Air Agency shall abide by the rules set forth in 49 CFR Part 29 Subpart F, incorporated herein by reference, with regard to maintaining a drug-free workplace and shall implement this requirement in all sub-awards under this Agreement.*

(b) *Definitions, as used in this Article:*

(1) *“Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. §812) and as further defined in regulation at 21 CFR 1308.11-1308.15.*

(2) *“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or state criminal drug statutes.*

(3) *“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.*

(4) *“Drug-free workplace” means the site(s) for the performance of work done by Puget Sound Clean Air Agency in connection with a specific program, contract, grant or other vehicle/instrument or where employees of Puget Sound Clean Air Agency are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.*

(5) *“Employee” means an employee of Puget Sound Clean Air Agency directly engaged in the performance of work under a Government contract.*

(6) *“Individual” means an offeror, contractor, subcontractor, and/or vendor that have no more than one employee including the offeror, contractor, subcontractor or vendor.*

(7) *“Directly engaged” is defined to include all direct cost employees and any other Puget Sound Clean Air Agency employee who has other than a minimal impact or involvement in the performance or work.*

(c) *Puget Sound Clean Air Agency, within thirty (30) days after the effective date of the Agreement, and for the duration of this Agreement, shall:*

(1) *Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Puget Sound Clean Air Agency’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;*

(2) *Establish an ongoing drug-free awareness program to inform such employees about:*

i. *The dangers of drug abuse in the workplace;*

ii. *The Recipient’s policy of maintaining a drug-free workplace;*

iii. *Any available drug counseling, rehabilitation, and employee assistance programs; and*

iv. *The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.*

(3) *Provide all employees engaged in performance of the Agreement with a copy of the statement required by paragraph (c) (1) of this Article;*

(4) *Notify such employees in writing in the statement required by paragraph (c) (1) of this Article that, as a condition of continued employment on this Agreement, the employee will –*

i. *Abide by the terms of the statement; and*

- ii. *Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.*
- (5) *Notify the Agreements Officer in writing within ten (10) days after receiving notice under subdivision (c) (4) (ii) of this Article, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;*
- (6) *Within thirty (30) days after receiving notice under subdivision (c) (4) (ii) of this Article of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:*
  - iii. *Taking appropriate personnel action against such employee, up to termination; or*
  - iv. *Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.*
- (7) *Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (c) (1) through (c) (6) of this Article.*

*(d) Puget Sound Clean Air Agency agrees by acceptance of this Agreement to not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this Agreement.*

*(e) In addition to other remedies available to the Government, Puget Sound Clean Air Agency failure to comply with the requirements of paragraph (c) or (d) of this Article may, pursuant to FAR 23.506, render the Recipient subject to suspension of contract payments, termination of the Agreement or default, and suspension or debarment.*

#### ARTICLE 26 – CLEAN AIR AND FEDERAL WATER POLLUTION

*(a) During performance of this Agreement, Puget Sound Clean Air Agency will comply with all applicable Federal, state, and local laws and regulations including, but not limited to: the Clean Air Act (42 U.S.C. §7401 et seq.); the Federal Water Pollution Control Act as amended (33 U.S.C. §1251 et seq.); the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); and the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 651 et seq.)*

*(b) Any sub-awards in excess of \$100,000 shall contain a provision that requires Puget Sound Clean Air Agency to agree to comply with all applicable standards, orders, or regulations issued pursuant to the above Acts. Violations shall be reported to the Federal awarding agency and the appropriate regulatory Agency or authority.*

ARTICLE 27 – CERTIFICATIONS AND REPRESENTATIONS

*The following Certifications, upon completion and signature by Puget Sound Clean Air Agency, shall become a part of the Agreement:*

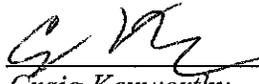
*(1) Attachment (a) – Disclosure of Lobbying Activities (SF LLL)*

*FOR THE U. S. DEPARTMENT OF  
TRANSPORTATION MARITIME  
ADMINISTRATION (MARAD)*

\_\_\_\_\_  
*Delores Bryant  
Agreements/Contracting Officer*

Date: \_\_\_\_\_

*FOR THE RECIPIENT  
Puget Sound Clean Air Agency*

  
\_\_\_\_\_  
*Craig Kenworthy  
Executive Director*

Date: 9/25/10/2

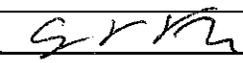
## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Puget Sound Clean Air Agency 1904 Third Avenue, Suite 105 Seattle, WA 98101  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> N/A  Congressional District, if known:	
<b>6. Federal Department/Agency:</b> US Dept of Transportation, Maritime Administration	<b>7. Federal Program Name/Description:</b> Air Emission and Energy Initiative  CFDA Number, if applicable: <u>20.817</u>	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ 400,000	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): N/A	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): N/A	
<b>11.</b> <small>allon requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</small>	Signature: <u></u> Print Name: <u>Craig T. Kenworthy</u> Title: <u>Executive Director</u> Telephone No.: <u>206-689-4004</u> Date: <u>9/15/12</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 4/2012)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

### **Scope of Services**

This project includes removing the unregulated, 900-horsepower diesel engines on board the *Island Chief* tugboat and replacing them with EPA-certified Tier 2, 900-horsepower diesel engines. The existing, uncertified 400-horsepower auxiliary engines will be removed and replaced with EPA-certified Tier 3 diesel engines. This project will occur over a two-year period. It will include particulate emission monitoring testing that will demonstrate the actual emission reductions of this project. It will also include a partnership with a vocation school, additional sustainable efficiencies using the fuel savings from the new, more-efficient engines, and the preparation of a white paper documenting the emission reductions, fuel savings and return on investment of this diesel engine repower project. The tasks and timelines for completing this project follow:

<b><u>Task</u></b>	<b><u>Time line</u></b>
Task 1 Develop Sub-Recipient Agreement with Island Tug and Barge	10/1/12-11/15/12
Task 2 Clean Air Agency issues RFP for portable emissions testing	11/15/12-12/30/12
Task 3 Competitive Procurement- Island Tug and Barge issues RFP For new engines	11/15/12-12/30/12
Task 4 Island Tug and Barge arranges internship with Seattle Central Community College Maritime Academy	11/1/12-11/30/12
Task 5 Baseline emissions monitoring conducted on <i>Island Chief</i> tugboat	1/1/13-1/30/13
Task 6 Clean Air Agency submits quarterly progress report and annual report	1/30/13
Task 7 Island Tug and Barge removes old engines, installs new engines, and conducts vocational internship	2/1/13-5/30/13
Task 8 Clean Air Agency submits quarterly progress report	4/30/13
Task 9 Island Tug and Barge and the Clean Air Agency work on the white paper	5/1/13-9/30/14
Task 10 First portable emissions monitoring test on new engines (after 500 hours of operation)	5/1/13-6/30/13
Task 11 Clean Air Agency submits quarterly progress report	7/30/13
Task 12 Agency submits first draft of white paper and quarterly progress report	10/31/13

*(continued)*

<b><u>Task</u></b>	<b><u>Time line</u></b>
Task 13 Northwest Ports Clean Air Strategy Workshop	11/15/13
Task 14 Clean Air Agency submits quarterly progress report and annual report	1/31/14
Task 15 Clean Air Agency submits quarterly progress report	4/30/14
Task 16 Clean Air Agency's contractor conducts second portable emissions monitoring test on new engines after 5,000 hours of operation	6/30/14
Task 17 Clean Air Agency submits quarterly progress report	7/31/14
Task 18 Clean Air Agency submits final white paper	7/31/14
Task 19 Clean Air Agency submits final quarterly progress report and closes out grant	10/31/14