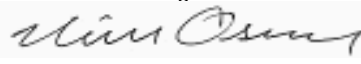


ASSISTANCE AGREEMENT

1. Award No. DE-EE0010017		2. Modification No.	3. Effective Date 07/01/2022	4. CFDA No. 81.042	
5. Awarded To DEPARTMENT OF ENVIRONMENT & CONSERVATION TEN Attn: BENNY ROMERO 312 ROSA L. PARKS AVENUE 10TH FLOOR TENNESSEE TOWERS NASHVILLE TN 372431102		6. Sponsoring Office Energy Effcy & Renewable Energy EE-1 U.S. Department of Energy 1000 Independence Avenue, S.W. Washington DC 20585		7. Period of Performance 07/01/2022 through 06/30/2027	
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority 117-58 Infrastructure Investment and Job 109-58 Energy Policy Act 2005		10. Purchase Request or Funding Document No. 22EE002379		
11. Remittance Address DEPARTMENT OF ENVIRONMENT & CONSERVATION TEN Attn: STATE OF TENNESSEE-DEPT OF ENVIRONM 312 ROSA L. PARKS AVENUE 10TH FLOOR TENNESSEE TOWERS NASHVILLE TN 372431102		12. Total Amount Govt. Share: \$66,347,259.00 Cost Share : \$0.00 Total : \$66,347,259.00	13. Funds Obligated This action: \$9,952,089.00 Total : \$9,952,089.00		
14. Principal Investigator	15. Program Manager Jonny M. Muckey Phone: 202-287-1809		16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401		
17. Submit Payment Requests To Payment - Direct Payment from U.S. Dept of Treasury		18. Paying Office Payment - Direct Payment from U.S. Dept of Treasury		19. Submit Reports To See Reporting Checklist	
20. Accounting and Appropriation Data 05461-2022-31-200835-41020-1004759-0000000-0000000-0000000					
21. Research Title and/or Description of Project BIL: WAP - State of Tennessee					
For the Recipient			For the United States of America		
22. Signature of Person Authorized to Sign			25. Signature of Grants/Agreements Officer 		
23. Name and Title		24. Date Signed	26. Name of Officer Nicholas C. Oscarsson		27. Date Signed 08/24/2022

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EE0010017

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NAME OF OFFEROR OR CONTRACTOR
DEPARTMENT OF ENVIRONMENT & CONSERVATION TENNESSEE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: Not Available</p> <p>In addition to this Assistance Agreement, this award consists of the items listed on the Cover Page of the Special Terms and Conditions.</p> <p>Project Period and Budget Period: 07/01/2022 to 06/30/2027.</p> <p>In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the Project Period through the end of the current Budget Period.</p> <p>The Special Terms and Conditions for this award contain specific funding restrictions. Please review the Maximum Obligation term for additional information.</p> <p>Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.</p> <p>DOE Award Administrator: Jon Krieger Email: jon.krieger@ee.doe.gov Phone: 240-562-1626</p> <p>DOE Project Officer: Jon Muckey E-mail: jon.muckey@ee.doe.gov Phone: 202-287-1809</p> <p>Recipient Business Officer: Ralph Perrey E-mail: RPerrey@thda.org Phone: 615-815-2200</p> <p>Recipient Principal Investigator: Cynthia Peraza E-mail: CPeraza@thda.org Phone: 615-815-2112</p> <p>Electronic signature or signatures as used in this document means a method of signing an electronic message that-</p> <p>(A) Identifies and authenticates a particular person as the source of the electronic message;</p> <p>(B) Indicates such person's approval of the information contained in the electronic message; and,</p> <p>(C) Submission via FedConnect constitutes electronically signed documents.</p> <p>ASAP: YES Extent Competed: NOT COMPETED</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EE0010017

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NAME OF OFFEROR OR CONTRACTOR
DEPARTMENT OF ENVIRONMENT & CONSERVATION TENNESSEE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Davis-Bacon Act: YES PI: Peraza, Cynthia Fund: 05461 Appr Year: 2022 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1004759 Project: 0000000 WFO: 0000000 Local Use: 0000000				

**Intellectual Property Provisions (NRD-821)
Nonresearch and Development**

Intellectual property rights are subject to 2 CFR 200.315 (e.g. institution of higher education or nonprofit organizations) or 2 CFR 910.362 (e.g. for-profit).

1. Award Number: DE-EE0010017.0000		2. Program/Project Title: Bipartisan Infrastructure Law (BIL): WEATHERIZATION ASSISTANCE PROGRAM – Tennessee	
3. Recipient: State of Tennessee			
4. Reporting Requirements (see also the EERE Special Instructions) <i>Detailed instructions included after the Table of Contents</i>		Frequency	Addresses
I. PROJECT MANAGEMENT REPORTING <input type="checkbox"/> A. Research Performance Progress Report (RPPR) <input checked="" type="checkbox"/> A. WAP Quarterly Performance Report <input checked="" type="checkbox"/> B. Financial Report (SF-425) <input type="checkbox"/> C. Scientific and Technical Reporting <input type="checkbox"/> 1. Accepted Manuscript of Journal Article(s) <input type="checkbox"/> 2. Conference Product(s) <input type="checkbox"/> 3. Technical Report(s) <input type="checkbox"/> 4. Software & Manual(s) <input type="checkbox"/> 5. Dataset(s) <input type="checkbox"/> 6. Other STI (Dissertation / Thesis, etc.) <input type="checkbox"/> D. Intellectual Property Reporting <input type="checkbox"/> 1. Intellectual Property Reporting <input type="checkbox"/> 2. Invention Utilization Report <input type="checkbox"/> E. Project Management Plan (PMP) <input checked="" type="checkbox"/> F. Special Status Report <input checked="" type="checkbox"/> G. Continuation Application <input type="checkbox"/> H. Other (see Special Instructions)		Q F, Q F, Q A5, P A5, P A5, P A5, P A5, P A5, P A5, P A5, P A5 A5 A5 A5	A. https://www.eere-pmc.energy.gov/SubmitReports.aspx A. https://www.page.energy.gov B. https://www.page.energy.gov C.1. http://www.osti.gov/elink-2413 C.2. http://www.osti.gov/elink-2413 C.3. http://www.osti.gov/elink-2413 C.4. http://www.osti.gov/estsc/241-4.jsp C.5. https://www.osti.gov/elink/241-6 C.6. http://www.osti.gov/elink-2413 D.1. http://www.iEdison.gov D.2. https://www.eere-pmc.energy.gov/SubmitReports.aspx E. https://www.eere-pmc.energy.gov/SubmitReports.aspx F. Email to DOE Project Officer G. https://www.page.energy.gov H. See Special Instructions and due dates
II. AWARD MANAGEMENT REPORTING <input type="checkbox"/> A. Participants and Collaborating Organizations <input type="checkbox"/> B. Current and Pending Support <input checked="" type="checkbox"/> C. Demographic Reporting <input type="checkbox"/> D. Tangible Personal Property Report - Final Property Report (SF-428 & SF-428A) <input checked="" type="checkbox"/> E. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C) <input checked="" type="checkbox"/> F. Uniform Commercial Code (UCC) Financing Statements <input checked="" type="checkbox"/> G. Federal Subaward Reporting System (FSRS) <input checked="" type="checkbox"/> H. Annual Incurred Cost Proposal <input type="checkbox"/> I. DOE For-Profit Compliance Audit <input checked="" type="checkbox"/> J. Single Audit: States, Locals, Tribal Governments, and Non-Profits <input checked="" type="checkbox"/> K. Other (see Special Instructions) K. 1. Annual Training and Technical Assistance, Monitoring, and Leveraging Report K. 2. Annual Historical Preservation Report		Q A5 A5 Y A5 A5 Y180 O O Y Y	A. https://www.page.energy.gov B. https://www.page.energy.gov C. https://www.page.energy.gov D. https://www.page.energy.gov E. Email to DOE Project Officer F. See section II. F. for instructions and due dates G. FSRS See special instructions and due dates H. See section II. H. for instructions and due dates I. See section II. I. for instructions and due dates J. See section II. J. for instructions and due dates K. See Special Instructions K. 1. https://www.page.energy.gov K. 2. https://www.page.energy.gov
III. CLOSEOUT REPORTING <input type="checkbox"/> A. Final Scientific/Technical Report <input type="checkbox"/> B. Invention Certification (DOE F 2050.11) <input checked="" type="checkbox"/> C. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)		F F F	A. OSTI E-Link B. EERE PMC C. Email to DOE Project Officer

<input type="checkbox"/> D. Verification of Receipt of Accepted Manuscripts <input type="checkbox"/> E. Other (see Special Instructions) IV. POST-PROJECT REPORTING <input type="checkbox"/> A. Scientific and Technical Reporting <input type="checkbox"/> B. Intellectual Property Reporting	F F P P	D. See section III.D. for instructions and due dates https://www.eere-pmc.energy.gov/SubmitReports.aspx E. See Special Instructions A. OSTI E-Link B. iEdison
<p>FREQUENCY CODES AND DUE DATES:</p> <p>A5 – As Specified or within five (5) calendar days after the event.</p> <p>F – Final; within 120 calendar days after expiration or termination of the award.</p> <p>O – Other: See instructions for further details.</p> <p>P – Post-project (after the period of performance); within five (5) calendar days after the event, or as specified.</p> <p>Q – Quarterly; within 30 calendar days after the end of the federal fiscal year quarter.</p> <p>S – Semiannually; within 30 days after end of the reporting period.</p> <p>Y – Yearly; within 90 calendar days after the end of the federal fiscal year.</p> <p>Y180 – Yearly; within 180 calendar days after the close of the recipient’s fiscal year.</p> <p>FULL URLS:</p> <p>OSTI E-Link: http://www.osti.gov/elink-2413</p> <p>OSTI E-Link Datasets: https://www.osti.gov/elink/2416-submission.jsp</p> <p>DOE CODE: https://www.osti.gov/doecode/</p> <p>iEdison: http://www.iedison.gov</p> <p>EERE PMC: https://www.eere-pmc.energy.gov/SubmitReports.aspx</p> <p>FSRS: https://www.fsrs.gov</p> <p>PAGE: https://www.page.energy.gov</p>		

5. EERE Special Instructions:

I. WAP Quarterly Performance Report

I. A. WAP Quarterly Performance Report (DOE F 540.3). This report shall be submitted quarterly, within 30 days after the end of the reporting period. Note: Total Outlays by Function should reconcile with the Financial Status Report Total Outlays by Fund Source each quarter, as well as cumulatively. When fourth quarter production information is submitted, recipients shall enter an updated estimate of annual energy savings in item II.A. using the estimated per-home BTU Energy Savings Estimate used in the approved state plan for this program year multiplied by the actual production total.

II. K. OTHER REPORTING: Submit the following reports K.1.K.2. to the Performance and Accountability for Grants in Energy (PAGE) website at:

<https://www.page.energy.gov>

II.K. 1. Annual Training and Technical Assistance, Monitoring, and Leveraging Report (DOE F 540.4). The report shall be submitted yearly, 90 days after the end of the reporting period.

II. K. 2. Annual Historical Preservation Report. This report shall be submitted annually by September 15 and cover the reporting period from September 1 through August 31.

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EERE Reporting Instructions

***** Throughout the performance of the project, it is important that you mark Protected Data/Limited Rights Data as described in Appendix A. It is equally important that you not submit Protected Personally Identifiable Information (Protected PII) to EERE. See Appendix A for guidance on Protected PII. *****

Report Templates Link: <http://energy.gov/eere/funding/eere-funding-application-and-management-forms>

I. Project Management Reporting

A. WAP Quarterly Performance Report

Submit to:	https://www.page.energy.gov/SubmitReports.aspx
Submission deadline:	Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30, October 30)

The Recipient must provide a concise narrative assessment of the status of work and include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. The DOE award and report information:
 - a. The DOE Award Number (as it appears on the award face page)
 - b. Recipient Name (as it appears on the award face page)
 - c. Project Title
 - d. Project Director / Principal Investigator (PD/PI) Name, Title and Contact Information (e-mail address and phone number)
 - e. Name of Submitting Official, Title, and Contact Information (e-mail address and phone number), if other than PD/PI
 - f. Project Period (Start Date, End Date)
 - g. Report Submission Date
 - h. Reporting Period Start and End Date

2. A written comparison of the actual project accomplishments with the project goals and objectives established for the reporting period; if goals and/or objectives for the reporting period were not met, a detailed description of the variance shall be provided.

3. A discussion of what was accomplished under these goals and objectives established for this reporting period, including major activities, significant results, major findings or conclusions, key outcomes, or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.
4. **Cost Status.** A comparison of the approved budget by budget period and the actual costs incurred during the reporting period shall be provided. If cost sharing is required, the cost breakdown shall show the DOE share, recipient share, and total costs.
5. **Schedule Status.** List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variances. You may use your own project management system to provide this information.
6. Describe any changes during the reporting period in project approach and the reasons for these changes. Remember, significant changes to the project objectives and scope require prior approval by the Contracting Officer.
7. Describe any actual or anticipated problems or delays and any actions taken or planned to resolve them.
8. Describe any absence or changes of key personnel or changes in consortium/teaming arrangement during the reporting period.
9. List and describe any product produced or technology transfer activities accomplished during this reporting period, such as:
 - A. Publications (list journal name, volume, issue); conference papers; or other public releases of results. Attach or send copies of public releases to the DOE Program Manager identified in Block 15 of the Assistance Agreement Cover Page.
 - B. Web site or other Internet sites (list the URL) that reflect the results of this project.
 - C. Networks or collaborations fostered.
 - D. Technologies/Techniques (Identify and Describe).
 - E. Inventions/Patent Applications (Identify and Describe with date of application)

- F. Other products, such as data or databases, physical collections, audio or video, software or NetWare, models, educational aid or curricula, instruments or equipment (Identify and Describe).

B. Financial Report SF-425 Federal Financial Report

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30, October 30) and within 90 calendar days after expiration or termination of the award

Every quarter, the prime recipient is required to submit a completed SF-425 for the project to EERE, covering the entirety of work performed by the prime recipient, subrecipients, and contractors – to EERE. A fillable version of the SF-425 is available at <https://www.energy.gov/eere/funding/eere-funding-application-and-management-forms>.

F. Special Status Reports

Submit to:	Email to DOE Project Officer
Submission deadline:	Within five (5) calendar days after the event, or as specified

Problems, delays, or adverse conditions which materially impair the recipient’s ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. The recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition.

The prime recipient is required to report the following events to EERE:

1. Any notices or claims of patent or copyright infringement arising out of or relating to the performance of the EERE award;
2. Refusal of a subrecipient to accept flow down requirements in the Special Terms and Conditions and/or any Attachment to the EERE award;
3. Potential or actual violations of federal, state, and municipal laws arising out of or relating to work under the award;
4. Any improper claims or excess payments arising out of or relating to work under the award;

5. Potential or actual violations of the cost share requirements under the award;
6. Potential or actual noncompliance with EERE or DOE reporting requirements under the award;
7. Potential or actual violations of the lobbying restrictions in the award;
8. Potential or actual bankruptcy/insolvency of the prime recipient or subrecipient;
9. Potential or actual violation of U.S. export control laws and regulations arising out of or relating to the work under the award;
10. Any fatality or injuries requiring hospitalization arising out of or relating to work under the award;
11. Potential or actual violations of environmental, health, or safety laws and regulations, any significant environmental permit violation, and any incident which causes a significant process or hazard control system failure;
12. Any event which is anticipated to cause a significant schedule slippage or cost increase;
13. Any damage to Government-owned equipment in excess of \$50,000;
14. Developments that have a significant favorable impact on the project; and,
15. Any incident arising out of or relating to work under the award that has the potential for high visibility in the media.

G. Continuation Application

Submit to:	https://www.page.energy.gov
Submission deadline:	Within five (5) calendar days after the event, or as specified

A continuation application is a non-competitive application for an additional budget period within a previously approved period of performance. The continuation application should be submitted at least ninety (90) calendar days before the end of each budget period, or as specified in the Special Terms and Conditions of the award.

II. Award Management Reporting

C. Demographic Reporting

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 30 days after issuance of award

DEMOGRAPHIC INFORMATION FOR SIGNIFICANT CONTRIBUTORS (WAP Quarterly Performance Report, Appendix)

Demographic data (i.e., gender, ethnicity, race, and disability status) should be provided directly by the Principal Investigator and Business Contact with the understanding that the submission of this report is mandatory for awards made after 03/01/2022. There are no adverse consequences for responding “Do not wish to provide” in any question. Principal Investigators and Business Contacts of awards made prior to 03/01/2022 are encouraged, but not required, to submit demographic reporting. Confidentiality of demographic data will be in accordance with agency’s policy and practices for complying with the requirements of the Privacy Act.

Gender:

- Male
- Female
- Do not wish to provide

Ethnicity:

- Hispanic or Latina/o
- Not-Hispanic or not-Latina/o
- Do not wish to provide

Race (select one or more):

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or other Pacific Islander
- White
- Do not wish to provide

Disability Status:

- Yes (check yes if any of the following apply to you)
 - Deaf or serious difficulty hearing
 - Blind or serious difficulty seeing even when wearing glasses

- Serious difficulty walking or climbing stairs
 - Other serious disability related to a physical, mental, or emotional condition.
- No
- Do not wish to provide

This measure is designed as a binary measure; it encompasses all self-reported disabilities. Please do not use it to report the number of individuals who have different types of disabilities (e.g., hearing impairments).

Note: This construct is not designed to be used at an individual-level (i.e., it should not be used for determining accommodation needs or disability status for particular individuals associated with the project).

E. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)

Submit to:	Email to DOE Project Officer
Submission deadline:	Within 5 calendar days of the event or as specified

The prime recipient must request disposition instructions for or report disposition of federally-owned property or equipment acquired with project funds, whether the property or equipment is/was in the possession of the prime recipient or subrecipient(s). Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the federal government. Any equipment with an acquisition cost above \$5,000 must be included in the inventory.

If disposition occurs at any time other than award closeout (i.e., at any time throughout the life of the project or after project completion and closeout as long as the federal government retains an interest in the item), the prime recipient must complete an SF-428 and SF-428C, available at <https://www.energy.gov/eere/funding/eere-funding-application-and-management-forms>.

If disposition instructions are requested at the time of award closeout, the prime recipient must submit the SF-428 and SF-428B (see **III. Closeout Reporting**).

Only the EERE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

F. Uniform Commercial Code (UCC) Financing Statements

Submit to:	Email to DOE Project Officer
Submission deadline:	Within five (5) calendar days after the event, or as specified.

If a for-profit recipient or subrecipient desires to purchase a piece of equipment for their project, and the per-unit dollar value of said equipment is \$5,000 or more, and the federal share of the financial assistance agreement is more than \$1M, the recipient or subrecipient must file a UCC financing statement.

A UCC financing statement provides public notice that the federal government has an undivided reversionary interest in the equipment, and as such the equipment cannot be sold or used as collateral for a loan (encumbered).

The for-profit recipient or subrecipient must file the UCC financing statement(s) with the Secretary of State where the equipment will be physically located and must pay any associated costs for such filings.

The initial UCC financing statement may also be referred to as a UCC1. For additional pieces of equipment not specified in the award budget, TBD equipment, or equipment needed in future budget periods, the recipient can file an amendment to the original UCC1 financing statement, by submitting the UCC3 financing statement amendment.

Each UCC financing statement or amendment is to be filed with the appropriate Secretary of State office, where the equipment will be physically located.

Note: All costs associated with filing UCC financing statements, UCC financing statement amendments, and UCC financing statement terminations, are allowable and allocable costs which can be charged to the federal award.

At a minimum, the recipient must have stated in their UCC financing statement in block 4. (collateral) the following:

- “Title to all equipment (not real property) purchased with federal funds under this financial assistance agreement is conditional pursuant to the terms of 2 CFR 910.360, and the federal government retains an undivided reversionary interest in the equipment at the federal cost-share proportion specified in the award terms and conditions.”
- Federal Award Identification Number (e.g., DE-EE000XXXX)

G. Federal Subaward Reporting System (FSRS)

Submit to:	https://www.fsrs.gov/
Submission deadline:	The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to \$25,000.

The Federal Subaward Reporting System (FSRS) is the reporting tool prime recipients use to capture and report subaward and executive compensation data regarding their first-tier subrecipients to meet the FFATA reporting requirements. Prime recipients will report against subrecipients' awards. The subrecipient information entered in FSRS will then be displayed on USASpending.gov associated with the prime recipient's award furthering federal spending transparency.

The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-award greater than or equal to \$25,000.

H. Annual Incurred Cost Proposals

Submit to:	If DOE is the Cognizant Federal Agency, send the Annual Incurred Cost Proposal to one of the following offices: <ul style="list-style-type: none"> • CostPrice@ee.doe.gov (if the Golden Field Office is Cognizant); OR • PricingGroup@netl.doe.gov (if NETL is Cognizant) Otherwise, submit the proposal to the Recipient's appropriate Cognizant Federal Agency office.
Submission deadline:	Within 180 calendar days after the close of the recipient's fiscal year

Prime recipients must submit a certified annual Incurred Cost Proposal (ICP), reconciled to its financial records, in order to finalize and reconcile billing rates incurred and billed to the Government.

An ICP submission is required unless one of the following conditions apply to the DOE award:

- Recipient elected to apply the 10% de minimis rate as allowed under 2 CFR 200.414(f); or
- Recipient has a pre-determined Negotiated Indirect Cost Rate Agreement (NICRA).

J. Single Audit: States, Local Government, Tribal Governments, Institution of Higher Education (IHE), or Non-Profit Organization

Submit to:	Federal Audit Clearinghouse - https://harvester.census.gov/facweb/Default.aspx
Submission deadline:	Within the earlier of 30 days after receipt of the auditor’s report(s) or 9 months after the end of the audit period (recipient’s fiscal year-end)

As required by 2 CFR 200 Subpart F, non-federal entities that expend \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted. The single audit must be conducted in accordance with §200.514 Scope of audit, except when it elects to have a program-specific audit conducted.

For most single audits, the requirement is for annual single audits. However, there are occasions where a single audit is not required annually. Per 2 CFR 200.504 - Frequency of audits, a state, local government, or Indian tribe that is required by constitution or statute to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. Also, any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its single audits biennially.

For a program-specific audit, when a recipient expends federal award funds under only one federal program (excluding R&D) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

The single audit report shall include audited financial statements.

K. Other (see Special Instructions)

Submit to:	https://www.page.energy.gov
Submission deadline:	As specified and described in Box 5 EERE Special Instructions.

III. Closeout Reporting

C. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)

Submit to:	Email to DOE Project Officer
Submission deadline:	Within 120 calendar days after expiration or termination of the award

The prime recipient must submit a final inventory of and request disposition instructions for any federally-owned property and/or property or equipment acquired with project funds with an acquisition cost above \$5,000, whether the property is/was in the possession of the prime recipient or subrecipients.

The prime recipient must complete an SF-428 and SF-428B, available at <http://energy.gov/eere/funding/eere-funding-application-and-management-forms>.

If disposition occurs at any time other than award closeout, the prime recipient must complete an SF-428 and SF-428C (see IV. Other Reporting H. Property Disposition Request/Report).

Only the EERE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

Appendix A: Notice To Recipients (Prime Recipients And Subrecipients) Regarding Protected Data, Limited Rights Data And Protected Personally Identifiable Information

I. PROTECTED DATA AND LIMITED RIGHTS DATA

The recipient is required to mark protected data and limited rights data in accordance with the IP clause set of the award agreement. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. § 552) or otherwise.

A. Protected Data - Technical Data or Commercial or Financial Data First Produced in the Performance of the Award

The U.S. Government normally retains unlimited rights in any technical data or commercial or financial data produced in performance of Government financial assistance awards, including the right to distribute to the public.

However, under certain EERE awards, the recipient may mark certain categories of data produced under the award as protected from public disclosure for up to five years after the data is produced (“Protected Data”). If the award agreement provides for protected data and the recipient wants the data to be protected, the recipient must properly mark any documents containing Protected Data as set forth in the IP clause set of the award agreement.

B. Limited Rights Data - Data Produced Outside of the Award at Private Expense

Limited Rights Data is data (other than computer software) developed at private expense outside any Government financial assistance award or contract that embody trade secrets or are commercial or financial and confidential or privileged. Prior to including any Limited Rights Data in any documents to EERE, the recipient should review the award agreement. In most EERE awards, the recipient should not deliver any limited rights data to EERE if the recipient wants to protect the Limited Rights Data. If the EERE award does allow and require the delivery of limited rights data, then the recipient must properly mark any documents containing Limited Rights Data as set forth in the IP clause of the award agreement.

II. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

The recipient should not include any Protected Personally Identifiable Information (Protected PII) in their submissions to EERE. Protected PII is defined as any data that, if compromised, could cause harm to an individual such as identify theft. Protected PII includes, but is not limited to:

- Social Security Numbers in any form;
- Place of Birth associated with an individual;
- Date of Birth associated with an individual;
- Mother's maiden name associated with an individual;
- Biometric record associated with an individual;
- Fingerprint;
- Iris Scan;
- DNA;
- Medical history information associated with an individual;
- Medical conditions, including history of disease;
- Metric information, e.g., weight, height, blood pressure;
- Criminal history associated with an individual;
- Ratings;
- Disciplinary actions;
- Passport number;
- Educational transcripts;
- Financial information associated with an individual;
- Credit card numbers; and
- Security clearance history or related information (not including actual clearances held).

BUDGET INFORMATION - Non-Construction Programs

1. Program/Project Identification No. EE0010017		2. Program/Project Title Weatherization Assistance Program: Bipartisan Infrastructure Law	
3. Name and Address State of Tennessee Andrew Jackson Building Nashville, TN 372430900	4. Program/Project Start Date 07/01/2022		
	5. Completion Date 06/30/2027		

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. PY2022 WAP INFRASTRUCTURE FUND	81.042	\$ 0.00		\$ 66,347,259.00		\$ 66,347,259.00
2.						
3.						
4.						
5. TOTAL		\$ 0.00	\$ 0.00	\$ 66,347,259.00	\$ 0.00	\$ 66,347,259.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	(1) GRANTEE ADMINISTRA TION	(2) SUBGRANTE E ADMINISTRA	(3) GRANTEE T&TA	(4) PROGRAM OPERATIONS	
a. Personnel	\$ 2,653,890.00	\$ 7,298,198.00	\$ 5,801,818.00	\$ 44,791,535.00	\$ 66,347,259.00
b. Fringe Benefits	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
c. Travel	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
d. Equipment	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
e. Supplies	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
f. Contract	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
g. Construction	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
h. Other Direct Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
i. Total Direct Charges	\$ 2,653,890.00	\$ 7,298,198.00	\$ 5,801,818.00	\$ 44,791,535.00	\$ 66,347,259.00
j. Indirect Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
k. Totals	\$ 2,653,890.00	\$ 7,298,198.00	\$ 5,801,818.00	\$ 44,791,535.00	\$ 66,347,259.00
7. Program Income	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

BUDGET INFORMATION - Non-Construction Programs

1. Program/Project Identification No. EE0010017		2. Program/Project Title Weatherization Assistance Program: Bipartisan Infrastructure Law	
3. Name and Address State of Tennessee Andrew Jackson Building Nashville, TN 372430900	4. Program/Project Start Date 07/01/2022		
	5. Completion Date 06/30/2027		

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.						
2.						
3.						
4.						
5. TOTAL		\$ 0.00	\$ 0.00	\$ 66,347,259.00	\$ 0.00	\$ 66,347,259.00

SECTION B - BUDGET CATEGORIES					
6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	(1) SUBGRANTEE T&TA	(2)	(3)	(4)	
a. Personnel	\$ 5,801,818.00				\$ 66,347,259.00
b. Fringe Benefits	\$ 0.00				\$ 0.00
c. Travel	\$ 0.00				\$ 0.00
d. Equipment	\$ 0.00				\$ 0.00
e. Supplies	\$ 0.00				\$ 0.00
f. Contract	\$ 0.00				\$ 0.00
g. Construction	\$ 0.00				\$ 0.00
h. Other Direct Costs	\$ 0.00				\$ 0.00
i. Total Direct Charges	\$ 5,801,818.00				\$ 66,347,259.00
j. Indirect Costs	\$ 0.00				\$ 0.00
k. Totals	\$ 5,801,818.00				\$ 66,347,259.00
7. Program Income	\$ 0.00				\$ 0.00

**U.S. DEPARTMENT OF ENERGY
OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY
NEPA DETERMINATION**



RECIPIENT: 55 States and Territories with signed Historical Preservation Extension Programmatic STATE: Mult
Agreements*

PROJECT TITLE : Weatherization Assistance Program BIL Awards

Funding Opportunity Announcement Number	Procurement Instrument Number	NEPA Control Number	CID Number
WAP BIL 2022	WAP-BIL-2022A	GFO-WAP-BIL-2022A	

Based on my review of the information concerning the proposed action, as NEPA Compliance Officer (authorized under DOE Policy 451.1), I have made the following determination:

CX, EA, EIS APPENDIX AND NUMBER:

Description:

- | | |
|--|--|
| A9 Information gathering, analysis, and dissemination | Information gathering (including, but not limited to, literature surveys, inventories, site visits, and audits), data analysis (including, but not limited to, computer modeling), document preparation (including, but not limited to, conceptual design, feasibility studies, and analytical energy supply and demand studies), and information dissemination (including, but not limited to, document publication and distribution, and classroom training and informational programs), but not including site characterization or environmental monitoring. (See also B3.1 of appendix B to this subpart.) |
| A11 Technical advice and assistance to organizations | Technical advice and planning assistance to international, national, state, and local organizations. |
| B1.16 Asbestos removal | Removal of asbestos-containing materials from buildings in accordance with applicable requirements (such as 40 CFR part 61, "National Emission Standards for Hazardous Air Pollutants"; 40 CFR part 763, "Asbestos"; 29 CFR part 1910, subpart I, "Personal Protective Equipment"; and 29 CFR part 1926, "Safety and Health Regulations for Construction"; and appropriate state and local requirements, including certification of removal contractors and technicians). |
| B1.34 Lead-based paint containment, removal, and disposal | Containment, removal, and disposal of lead-based paint in accordance with applicable requirements (such as provisions relating to the certification of removal contractors and technicians at 40 CFR part 745, "Lead-Based Paint Poisoning Prevention In Certain Residential Structures"). |
| B2.2 Building and equipment instrumentation | Installation of, or improvements to, building and equipment instrumentation (including, but not limited to, remote control panels, remote monitoring capability, alarm and surveillance systems, control systems to provide automatic shutdown, fire detection and protection systems, water consumption monitors and flow control systems, announcement and emergency warning systems, criticality and radiation monitors and alarms, and safeguards and security equipment). |
| B3.1 Site characterization and environmental monitoring | Site characterization and environmental monitoring (including, but not limited to, siting, construction, modification, operation, and dismantlement and removal or otherwise proper closure (such as of a well) of characterization and monitoring devices, and siting, construction, and associated operation of a small-scale laboratory building or renovation of a room in an existing building for sample analysis). Such activities would be designed in conformance with applicable requirements and use best management practices to limit the potential effects of any resultant ground disturbance. Covered activities include, but are not limited to, site characterization and environmental monitoring under CERCLA and RCRA. (This class of actions excludes activities in aquatic environments. See B3.16 of this appendix for such activities.) Specific activities include, but are not limited to: (a) Geological, geophysical (such as gravity, magnetic, electrical, seismic, radar, and temperature gradient), geochemical, and engineering surveys and mapping, and the establishment of survey marks. Seismic techniques would not include large-scale reflection or refraction testing; (b) Installation and operation of field instruments (such as stream-gauging stations or flow-measuring devices, telemetry systems, geochemical monitoring tools, and geophysical exploration tools); (c) Drilling of wells for sampling or monitoring of groundwater or the vadose (unsaturated) zone, well logging, and installation of water-level recording devices in wells; (d) Aquifer and underground reservoir response testing; (e) Installation and operation of ambient air monitoring equipment; (f) Sampling and characterization of water, soil, rock, or contaminants (such as drilling using truck- or mobile-scale equipment, and modification, use, and plugging of boreholes); (g) Sampling and characterization of water effluents, air emissions, or solid waste streams; (h) Installation and operation of meteorological towers and associated activities (such as assessment of potential wind energy resources); (i) Sampling of flora or fauna; and (j) Archeological, historic, and cultural resource identification in compliance with 36 CFR part 800 and 43 CFR part 7. |

B5.1 Actions to conserve energy or water	(a) Actions to conserve energy or water, demonstrate potential energy or water conservation, and promote energy efficiency that would not have the potential to cause significant changes in the indoor or outdoor concentrations of potentially harmful substances. These actions may involve financial and technical assistance to individuals (such as builders, owners, consultants, manufacturers, and designers), organizations (such as utilities), and governments (such as state, local, and tribal). Covered actions include, but are not limited to weatherization (such as insulation and replacing windows and doors); programmed lowering of thermostat settings; placement of timers on hot water heaters; installation or replacement of energy efficient lighting, low-flow plumbing fixtures (such as faucets, toilets, and showerheads), heating, ventilation, and air conditioning systems, and appliances; installation of drip-irrigation systems; improvements in generator efficiency and appliance efficiency ratings; efficiency improvements for vehicles and transportation (such as fleet changeout); power storage (such as flywheels and batteries, generally less than 10 megawatt equivalent); transportation management systems (such as traffic signal control systems, car navigation, speed cameras, and automatic plate number recognition); development of energy-efficient manufacturing, industrial, or building practices; and small-scale energy efficiency and conservation research and development and small-scale pilot projects. Covered actions include building renovations or new structures, provided that they occur in a previously disturbed or developed area. Covered actions could involve commercial, residential, agricultural, academic, institutional, or industrial sectors. Covered actions do not include rulemakings, standard-settings, or proposed DOE legislation, except for those actions listed in B5.1(b) of this appendix. (b) Covered actions include rulemakings that establish energy conservation standards for consumer products and industrial equipment, provided that the actions would not: (1) have the potential to cause a significant change in manufacturing infrastructure (such as construction of new manufacturing plants with considerable associated ground disturbance); (2) involve significant unresolved conflicts concerning alternative uses of available resources (such as rare or limited raw materials); (3) have the potential to result in a significant increase in the disposal of materials posing significant risks to human health and the environment (such as RCRA hazardous wastes); or (4) have the potential to cause a significant increase in energy consumption in a state or region.
B5.16 Solar photovoltaic systems	The installation, modification, operation, and removal of commercially available solar photovoltaic systems located on a building or other structure (such as rooftop, parking lot or facility, and mounted to signage, lighting, gates, or fences), or if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.
B5.17 Solar thermal systems	The installation, modification, operation, and removal of commercially available smallscale solar thermal systems (including, but not limited to, solar hot water systems) located on or contiguous to a building, and if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

Rationale for determination:

The U.S. Department of Energy (DOE) administers the Weatherization Assistance Program (WAP) authorized by Title IV, Energy Conservation and Production Act, as amended. The goal of WAP is to increase the energy efficiency of dwellings owned or occupied by low-income persons, reduce their total residential expenditures, and improve their health and safety. DOE has received additional funding from the Bipartisan Infrastructure Law (BIL), appropriated by the Infrastructure Investment and Jobs Act, Public Law 117-58. Each home weatherized under WAP-BIL would receive approximately \$8,009 as determined by site-specific outcomes of the energy audit process. Many recipients supplement DOE funds with other federal and non-federal resources for specific activities are outlined below.

This NEPA determination is specific to the 55 WAP Recipients* with a DOE executed Historic Preservation Programmatic Agreement (PA) for activities funded by WAP-BIL through the Administrative and Legal Requirements Document (WAP-BIL-ALRD). WAP recipients without a PA have a separate NEPA determination: GFO-WAP-BIL-2022B.

DOE has determined the following Allowable Activities funded by the WAP-BIL-ALRD are categorically excluded from further NEPA review, absent extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with “integral elements” (as contained in 10 CFR Part 1021, Appendix B) as they relate to a specific activity:

Allowable Activities:

1. Administrative activities associated with management of the designated Weatherization Office and management of programs and strategies in support of weatherization activities.
2. Development and implementation of training programs and strategies for weatherization effort, including initial home energy audits, final inspections, and client education.

3. Purchase of vehicles and equipment needed for administrative activities, weatherization energy audits, installation of measures indicated below, and quality control inspections.

4. Weatherization activities provided that activities adhere to the requirements of the respective Recipients' DOE executed Historic Preservation Programmatic Agreement, are installed in existing buildings, are appropriately sized, are covered by Appendix A of 10 CFR 440, and/or approved as part of the energy audit approval procedures and material approvals process, and limited to:

a. Building Shell Measures:

- i. Install insulation where needed
- ii. Perform air sealing
- iii. Repair and replace windows, storm windows, install window film, awnings and solar screens

b. Mechanical Measures

- i. Clean, tune, repair, or replace heating and/or cooling systems
- ii. Install duct and heating pipe insulation
- iii. Repair leaks in heating/cooling ducts
- iv. Install programmable thermostats
- v. Repair/replace domestic water heaters
- vi. Install domestic hot water heater tank insulation

c. Electric and Water Measures

- i. Install efficient light sources
- ii. Install low-flow showerheads
- iii. Replace inefficient refrigerators with energy-efficient models

5. Energy-related health and safety measures (per Weatherization Program Notice 22-7, or the most current guidance) provided that activities adhere to the requirements of the respective Recipients' DOE executed Historic Preservation Programmatic Agreement, occur in existing buildings, and are limited to:

- a. Combustion appliance safety inspections
- b. Air quality assessment and limited removal of formaldehyde, volatile organic compounds, flammable liquids, and other air pollutants
- c. Gas and bulk fuel leak inspections
- d. Testing and/or containment, removal or disposal of lead, asbestos, mold, moisture, refrigerant, mercury, and other materials so WAP activities may be completed
- e. Conduct radon testing and precautionary measures, including but not limited to, sump pump covers, covering exposed dirt floors with polyethylene sheeting which contains a rating of no more than 0.1 perm, which is sealed and attached at all seams, walls and foundation penetrations
- f. Inspect and install carbon monoxide and smoke alarms
- g. Install ventilation as required by the American Society of Heating and Air-Conditioning Engineers (ASHRAE) 62.2-2016 standard, including blower door testing addressing infiltration, ventilation, and exhaust

6. Incidental and necessary energy-related repairs and replacements limited to:

- a. Repair/replace damaged windows and doors
- b. Minor electrical and plumbing repairs

7. Development, implementation, and installation of onsite renewable energy technology from renewable resources, provided that activities adhere to the requirements of the respective Recipients' DOE executed Historic Preservation Programmatic Agreement, are installed in or on an existing structure, do not require ground disturbance, no trees are removed, and limited to:

- a. PV systems appropriately sized that do not exceed 60 kW
- b. Solar hot water heating systems appropriately sized that do not exceed 200,000 BTU/HR
- c. Battery storage, if applicable, attached to a structure (e.g. inside a garage) and not visible from the public right of way

Activities/projects not listed above, including ground disturbing activities and tree removal, are not included in this NEPA review and are subject to additional NEPA review and approval by DOE. For activities/projects requiring additional NEPA review, states must complete the environmental questionnaire (EQ-1) found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.

All incidental measures relating to hazardous materials identified during the WAP activities would be managed in accordance with applicable federal, state, and local requirements.

Recipients are required to participate in DOE training on NEPA and Historic Preservation prior to commencing work on

the above activities. The training is available at www.energy.gov/node/4816816. Recipients are responsible for contacting NEPA with any NEPA or historic preservation questions at GONEPA@ee.doe.gov.

The Recipient is responsible for identifying and promptly notifying DOE of extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) relating to any proposed activities. Additionally, the Recipient must demonstrate compliance with Section 106 of the National Historic Preservation Act (NHPA), and inform DOE of activities in the 100-year floodplain.

Recipients shall adhere to the restrictions of their DOE executed Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on the Weatherization and Intergovernmental Programs website: <https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>

For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (found at <https://www.eere-pmc.energy.gov/NEPA.aspx>) for review by DOE.

Most activities listed under "Allowable Activities" are more restrictive than the Categorical Exclusion. The restrictions must be followed for the Allowable Activities to be applicable.

* WAP Recipients with a historic preservation programmatic agreement: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VI, VT, VA, WA, WV, WI, WY.

NEPA PROVISION

DOE has made a conditional NEPA determination.

The NEPA Determination applies to the following Topic Areas, Budget Periods, and/or tasks:

This NEPA Determination only applies to activities funded by the Weatherization Assistance Program - Bipartisan Infrastructure Law, Administrative and Legal Requirements Document. Recipients must have a DOE executed Historic Preservation Programmatic Agreement.

The NEPA Determination does not apply to the following Topic Area, Budget Periods, and/or tasks:

This NEPA Determination does NOT apply to activities funded by sources other than the Weatherization Assistance Program - Bipartisan Infrastructure Law, Administrative and Legal Requirements Document, activities that do not fit within the restrictions of the Allowable Activities listed above, or to Recipients that do not have a DOE executed Historic Preservation Programmatic Agreement.

Include the following condition in the financial assistance agreement:

1. This NEPA Determination only applies to activities funded by the Weatherization Assistance Program-Bipartisan Infrastructure Law, Administrative and Legal Requirements Document.
2. Activities not listed under "Allowable Activities" including ground disturbing activities and tree removal, are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
4. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.

5. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on the Weatherization and Intergovernmental Programs website: <https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>.

6. Most activities listed under "Allowable Activities" are more restrictive than the Categorical Exclusion. The restrictions listed in the "Allowable Activities" must be followed.

7. Recipients are responsible for completing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting NEPA with any questions at GONEPA@ee.doe.gov.

8. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

Notes:

Weatherization & Intergovernmental Programs Office - WAP
This NEPA Determination requires legal review of the tailored NEPA provision.
NEPA review completed by Diana Heyder, 06/6/2022

FOR CATEGORICAL EXCLUSION DETERMINATIONS

The proposed action (or the part of the proposal defined in the Rationale above) fits within a class of actions that is listed in Appendix A or B to 10 CFR Part 1021, Subpart D. To fit within the classes of actions listed in 10 CFR Part 1021, Subpart D, Appendix B, a proposal must be one that would not: (1) threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, or similar requirements of DOE or Executive Orders; (2) require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators), but the proposal may include categorically excluded waste storage, disposal, recovery, or treatment actions or facilities; (3) disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases; (4) have the potential to cause significant impacts on environmentally sensitive resources, including, but not limited to, those listed in paragraph B(4) of 10 CFR Part 1021, Subpart D, Appendix B; (5) involve genetically engineered organisms, synthetic biology, governmentally designated noxious weeds, or invasive species, unless the proposed activity would be contained or confined in a manner designed and operated to prevent unauthorized release into the environment and conducted in accordance with applicable requirements, such as those listed in paragraph B(5) of 10 CFR Part 1021, Subpart D, Appendix B.

There are no extraordinary circumstances related to the proposed action that may affect the significance of the environmental effects of the proposal.

The proposed action has not been segmented to meet the definition of a categorical exclusion. This proposal is not connected to other actions with potentially significant impacts (40 CFR 1508.25(a)(1)), is not related to other actions with individually insignificant but cumulatively significant impacts (40 CFR 1508.27(b)(7)), and is not precluded by 40 CFR 1506.1 or 10 CFR 1021.211 concerning limitations on actions during preparation of an environmental impact statement.

A portion of the proposed action is categorically excluded from further NEPA review. The NEPA Provision identifies Topic Areas, Budget Periods, tasks, and/or subtasks that are subject to additional NEPA review.

SIGNATURE OF THIS MEMORANDUM CONSTITUTES A RECORD OF THIS DECISION.

NEPA Compliance Officer Signature:  _____ Date: 6/7/2022
NEPA Compliance Officer

FIELD OFFICE MANAGER DETERMINATION

- Field Office Manager review not required
 Field Office Manager review required

BASED ON MY REVIEW I CONCUR WITH THE DETERMINATION OF THE NCO :

Field Office Manager's Signature: _____ Date: _____
Field Office Manager

Bipartisan Infrastructure Law (BIL) Special Terms and Conditions

The Grantee (“Recipient”), which is identified in Block 5 of the Assistance Agreement, and the Office of Energy Efficiency and Renewable Energy (“EERE”), an office within the United States Department of Energy (“DOE”), enter into this Award, referenced above, to achieve the project objectives stated in this Award.

This Award consists of the following documents including all terms and conditions therein:

	Assistance Agreement Form
	Special Terms and Conditions
Attachment 1	Intellectual Property Provisions
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Annual File
Attachment 5	Master File
Attachment 5a	Health and Safety Plan
Attachment 6	NEPA Determination

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- Public Law 117-58 Bipartisan Infrastructure Law (BIL)
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by EERE.
- Applicable program regulations at <http://www.eCFR.gov>, including 10 CFR Part 440 – Weatherization Assistance for Low-Income Persons.

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient’s authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient’s authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

EERE 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 address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. Federal Involvement

A. Review Meetings

The Recipient, including but not limited to, the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with EERE. Review meetings enable EERE to assess the work performed under this Award and determine whether the Recipient has timely achieved the program goals stated in Attachment 4 (Annual Plan) and deliverables stated in Attachment 2 (Federal Assistance Reporting Checklist) to this Award.

EERE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. EERE will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient's program progress compared to the Annual Plan stated in Attachment 4 to this Award.
- The Recipient's actual expenditures compared to the approved budget in Attachment 3 to this Award.
- Other subject matter specified by the DOE Technology Manager/Project Officer.

B. Project Meetings

The Recipient is required to notify EERE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by EERE, the Recipient is required to provide EERE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The Recipient is not expected to delay any work under this Award for the purpose of government insight.

C. Site Visits

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

D. EERE Access

The Recipient must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its Federal stewardship or substantial involvement.

Term 7. NEPA Requirements

A. Authorization

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds.

For Recipients with a DOE executed Historic Preservation Programmatic Agreement (PA), EERE has determined that the “Allowable” listed in the Weatherization Assistance Program (WAP) NEPA Determination (Attachment 6) are categorically excluded and require no further NEPA review, when the Recipient demonstrates the activities are compliant with the restrictions of the “Allowable Activities. The Recipient is thereby authorized to use Federal funds for the “Allowable Activities” listed in the WAP Bipartisan Infrastructure Law, Administrative and Legal Requirements Document (WAP-BIL-ALRD) and, NEPA Determination, subject to the Recipient’s compliance with paragraphs B. “Conditions” and C. “Activities Not Listed As Allowable Activities,” and the restrictions listed in Attachment 6.

B. Conditions

1. This NEPA Determination only applies to activities funded by the WAP-BIL-ALRD, Administrative and Legal Requirements Document .
2. Activities not listed under "Allowable Activities" including ground disturbing activities and tree removal, are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
4. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the “integral elements” (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
5. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed

Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on the Weatherization and Intergovernmental Programs website:

<https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>.

6. Most activities listed under "Allowable Activities" are more restrictive than the Categorical Exclusion. The restrictions listed in the "Allowable Activities" must be followed.
7. Recipients are responsible for completing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting NEPA with any questions at GONEPA@ee.doe.gov.
8. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

C. Activities Not Listed As "Allowable Activities"

If the Recipient seeks to fund activities that do not qualify as "Allowable Activities" as defined in Attachment 6, those activities are subject to additional NEPA review which requires submission of an environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and those activities are not authorized for Federal funding unless and until the DOE Contracting Officer provides written authorization for those activities. Should the Recipient elect to undertake activities prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 8. Historic Preservation

A. Authorization

DOE must comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA) prior to authorizing the use of Federal funds. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. Recipients with a DOE-executed Programmatic Agreement (PA) must comply with the requirements identified in paragraph B. Conditions below.

B. Conditions

Recipients with a DOE executed PA for Historic Preservation

(AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, ND, NE, NV, NH, NJ, NM, NY, NC, OH, OK, OR, PA, RI, PR, SC, SD, TN, TX, UT, VI, VT, VA, WA, WI, WV, WY)

Recipients with a DOE executed historic preservation Programmatic Agreement (PA) must adhere to all the Stipulations of their PA. All DOE executed PAs are available on the Weatherization and Intergovernmental Programs website:

<https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>

In addition to the Stipulations in their PAs, Recipients must notify EERE via GONEPA@ee.doe.gov whenever:

- Either the Recipient or the State Historic Preservation Office (SHPO)/Tribal Historic Preservation Office (THPO) believes that the Criteria of Adverse Effect pursuant to 36 CFR § 800.5, apply to the proposal under consideration by EERE;
- There is a disagreement between an Applicant, or its authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification, and evaluation of historic properties and/or the assessment of effects;
- There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, Section 106 findings and determinations, or implementation of agreed upon measures; or

There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR §800.9 (b) and 36 CFR § 800.9 (c).

Term 9. Performance of Work in United States

A. Requirement

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

B. Failure to Comply

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share regardless if the work is performed by the Recipient, subrecipients, vendors or other project partners.

C. Waiver for Work Outside the U.S.

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. The Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the following information:

- The rationale for performing the work outside the U.S.;
- A description of the work proposed to be performed outside the U.S.;

- Proposed budget of work to be performed; and
- The countries in which the work is proposed to be performed.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA or Program that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request.

Term 10. Foreign National Involvement

The Recipient and project participants (including subrecipients and contractors) who anticipate involving foreign nationals in the performance of an award, may be required to provide DOE with specific information about each foreign national to satisfy requirements for foreign national participation. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. The volume and type of information collected may depend on various factors associated with the award.

Term 11. Reporting Requirements

A. Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

B. Dissemination of Scientific and Technical Information

Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link ([E-Link](#)) system. STI submitted under this Award will be disseminated via DOE's [OSTI.gov](#) website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the [DOE PAGES](#) website.

C. Restrictions

Scientific and Technical Information submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Term 12. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 13. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* “This material is based upon work supported by the U.S. Department of Energy’s Office of Energy Efficiency and Renewable Energy (EERE) under the Weatherization Assistance Program Award Number DE-_____.”
- *Full Legal Disclaimer:* “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

Abridged Legal Disclaimer: “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 14. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award. Extensions require explicit prior Federal awarding agency approval when carrying forward unobligated balances to subsequent budget periods.

Term 15. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 16. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 17. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 18. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 19. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 20. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 21. Record Retention

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

Term 22. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by EERE, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term, and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.338, Remedies for Noncompliance.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total “Funds Obligated” as stated in Block 13 of the Assistance Agreement to this Award. “Funds Obligated” is equivalent to 15% of the total allocation for this award. DOE will evaluate project performance, project schedule adherence, the extent milestone objectives are met, compliance with reporting requirements, and overall contribution to the program goals and objectives. Additional funding will be released at the following negotiation and project milestones:

- 35% of the total allocation - Upon DOE approval of the Grantee Plan that identifies the quarterly milestones over the 5-year period of performance. (due October 1, 2022)
- Balance of total allocation (50%) is based on the Grantee demonstrating progress in meeting expenditures goals, production targets and reporting requirement compliance. Demonstrated progress is defined as:
 1. 30% of all units estimated to be weatherized in approved Weatherization Plans are weatherized.

2. Each Grantee has been fulfilling its monitoring and inspection protocol as part of its approved annual Grantee plan.
3. Each Grantee is monitoring local agencies at least once each year to determine compliance with administrative, fiscal, and Grantee field policies and guidelines.
4. Local quality control efforts are in place.
5. At least 5% of the completed units are inspected by the Grantee Quality Control Inspection (QCI) staff during the course of the year.
6. Grantees progress reports are acceptable, submitted in accordance with grant requirements, including being on time and accurate.
7. Monitoring reviews by DOE confirm acceptable performance. If DOE's review reveals deficiencies, such as funds not disbursed, insufficient technical monitoring, or failure to meet reporting requirements, DOE reserves the right to place a hold on current balances and withhold funding until deficiencies are corrected.

Additional Federal funding is contingent upon: (1) Recipient's demonstrated substantial progress towards meeting the objectives of the Award; (2) availability of Federal funds appropriated by Congress for the purpose of this program; and (3) the availability of future-year budget authority.

Term 24. Continuation Application and Funding

A. Continuation Application

A continuation application is a non-competitive application for an additional budget period and extended project period. The continuation application shall be submitted to EERE in accordance with the annual Announcement/Grant Guidance that is issued.

B. Continuation Funding

Continuation funding is contingent on (1) the availability of funds appropriated by Congress for the purpose of this program; (2) the availability of future-year budget authority; (3) Recipient's satisfactory progress towards meeting the objectives of the Weatherization Assistance Program; (4) Recipient's submittal of required reports; (5) Recipient's compliance with the terms and conditions of the Award; (6) the Recipient's submission of a continuation application; and (7) written approval of the continuation application by the Contracting Officer.

Term 25. Refund Obligation

The Recipient must refund any excess payments received from EERE, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to EERE the difference between (1) the total payments received from EERE, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or

true up process if specified under the Indirect Cost Term.

Term 26. Allowable Costs

EERE determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to EERE. Such records are subject to audit. Failure to provide EERE adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 27. Indirect Costs

A. Indirect Cost Allocation:

The budget for this Award does not include an allocation of segregated indirect billing rates. Therefore, indirect charges shall not be charged under allocated billing rates, nor shall reimbursement be requested for this project for segregated indirect cost billing rates, nor shall any indirect charges for this project be allocated to any other Federally sponsored project. The Recipient cannot claim indirect costs separately as cost share.

B. Fringe Cost Allocation:

The budget for this award does not include an allocation of segregated fringe billing rates. Fringe benefit costs have been found reasonable as incorporated in the Recipient's burdened labor rate or under an allocated indirect cost billing rate. Therefore, fringe benefit costs shall not be charged as a separate rate allocation to this Award. EERE will not reimburse fringe benefit costs as a separate budget item. Fringe benefit costs for this Award cannot be allocated as a separate rate allocation to any other Federally sponsored project.

C. Subrecipient Indirect Costs (If Applicable):

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates

EERE will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Award Closeout

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 28. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 29. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 30. Payment Procedures

A. Method of Payment

Payment will be made by advances through the Department of Treasury's ASAP system.

B. Requesting Advances

Requests for advances must be made through the ASAP system. The Recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the Recipient should time each request so

that the Recipient receives payment on the same day that the Recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from EERE.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund EERE any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

Term 31. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. EERE may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories.

The Recipient is required to submit written notification via email (not in PAGE) to the Project Officer identified in the Assistance Agreement of any transfer of funds among direct cost categories and/or functions where the cumulative amount of such

transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award.

Upon receipt of adequate notification documentation by the Project Officer, the recipient is hereby authorized to transfer funds among direct cost categories for program activities consistent with their approved State/Annual Plan, without prior approval by the awarding agency.

Limitations in existing rules and guidance, including Administration and Training and Technical Assistance (T&TA), along with prior approval of equipment as detailed in the respective year's WAP Grant Guidance and in the regulations still apply.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient’s actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Term 32. Carryover of Unobligated Balances

The Recipient is hereby authorized to carry over unobligated balances of Federal and non-Federal funds from one budget period to a subsequent budget period, for program activities consistent with their approved State/Annual Plan, without prior approval by the Contracting Officer. Should the Recipient wish to use carryover funds for activities that are not consistent with the approved State/Annual Plan, a budget revision application must be submitted for approval by DOE.

For purposes of this Award, an unobligated balance is the portion of the funds authorized by DOE that have not been obligated by the Recipient at the end of a budget period. The Recipient is advised to carefully manage grant funds to minimize unobligated balances each year, but especially at the end of the grant project period.

Subpart C. Miscellaneous Provisions

Term 33. Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards

- i. *Applicability.* Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to an entity (see definitions

in paragraph E. of this award term).

- ii. *Where and when to report.*
 1. The Recipient must report each obligating action described in paragraph A.i. of this award term to <https://www.fsr.gov>.
 2. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported no later than December 31, 2010.)
- iii. *What to report.* The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsr.gov> specify.

B. Reporting Total Compensation of Recipient Executives

- i. *Applicability and what to report.* The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:
 1. The total Federal funding authorized to date under this Award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 2. In the preceding fiscal year, the Recipient received:
 - a. 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards)
 3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

- ii. *Where and when to report.* The Recipient must report executive total compensation described in paragraph B.i. of this award term:
 - 1. As part of the Recipient's registration profile at <https://www.sam.gov>.
 - 2. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives

- i. *Applicability and what to report.* Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
 - 1. In the subrecipient's preceding fiscal year, the subrecipient received:
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards)
 - 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).
- ii. *Where and when to report.* The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:
 - 1. To the recipient.
 - 2. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year

(i.e., between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- i. Subawards; and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions

For purposes of this Award term:

- i. Entity means all of the following, as defined in 2 CFR Part 25:
 1. A Governmental organization, which is a State, local government, or Indian tribe.
 2. A foreign public entity.
 3. A domestic or foreign nonprofit organization.
 4. A domestic or foreign for-profit organization.
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Subaward:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.

- iv. Subrecipient means an entity that:
 - 1. Receives a subaward from the Recipient under this award; and
 - 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - 1. Salary and bonus.
 - 2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - 4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - 5. Above-market earnings on deferred compensation which is not tax-qualified.
 - 6. Other compensation, if the aggregate value of all such other compensation (*e.g.* severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Term 34. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if

required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 2. A foreign public entity.
 3. A domestic or foreign nonprofit organization.
 4. A domestic or foreign for-profit organization.
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
1. Receives a subaward from the Recipient under this Award; and
 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 35. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
- i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

- iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 36. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.329.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.¹
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.

¹ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this Award, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 37. Minimum Privacy Protections Regarding Applicant Information

- A. States, Tribes and their subawardees, including, but not limited to subrecipients, subgrantees, contractors and subcontractors that participate in the Weatherization Assistance Program (WAP) are required to treat all requests for information concerning applicants and recipients of WAP funds in a manner consistent with the federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.
- B. A balancing test must be used in applying Exemption (b)(6) in order to determine:
 - i. whether a significant privacy interest would be invaded;
 - ii. whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and
 - iii. whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.
- C. A request for personal information including but not limited to the names, addresses, or income information of WAP applicants or recipients would require the state or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.
- D. Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that

cannot be satisfied by such less-intrusive methods.

Term 38. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 39. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of the Recipient's currently active Financial Assistance awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of

- either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 40. Export Control

The U.S. government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” To ensure compliance with Export Controls, it is the Recipient’s responsibility to determine when its project activities trigger Export Controls and to ensure compliance.

Certain information, technology or material under an award may be considered export-controlled items that cannot be released to any foreign entity (organization, company, or person) without a license. The Recipient, and any subrecipients, must take the appropriate steps to obtain any required licenses, monitor and control access to restricted information and material, and safeguard all controlled items to ensure compliance with Export Controls. Under no circumstances may any foreign entity (organizations, companies, or persons) receive access to an export-controlled item unless proper export procedures have been satisfied and such access is authorized pursuant to law or regulation.

The Recipient must immediately report to DOE any export control violations related to the project funded under this Award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 41. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.116, recipients and subrecipients are prohibited from obligating or expending project funds (federal funds and recipient cost share) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

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

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 42. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts.

The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of [2 CFR § 200.113 Mandatory disclosures](#):, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in [§ 200.339](#). (See also [2 CFR part 180](#), [31 U.S.C. 3321](#), and [41 U.S.C. 2313](#).) [[85 FR 49539](#), Aug. 13, 2020]

Term 43. Interim Conflict of Interest Policy for Financial Assistance Policy

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/pf-2022-17-department-energy-interim-conflict->

[interest-policy-requirements-financial](#). This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under the DOE financial assistance award.

Recipients must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities.

It is understood that non-Federal entities and individuals receiving DOE financial assistance awards will need sufficient time to come into full compliance with DOE's interim COI Policy. To provide some flexibility, EERE allows for a staggered implementation. Specifically, prior to award, the Recipient must ensure all Investigators complete their significant financial disclosures; review the disclosures; determine whether a FCOI exists; develop and implement a management plan for FCOIs; and provide DOE with an initial FCOI report that includes any unmanaged/ unmanageable FCOIs.

To further ease the administrative burden, EERE established a model conflict of interest policy that WIPO Recipients may adopt and implement. The Recipients has 180 days from the date of this Award to either adopt and implement the WIPO model conflict of interest policy or ensure its existing conflict of interest policy aligns with the requirements of the WIPO model COI policy. The WIPO model COI Policy is available upon request from the Contracting Officer.

Subpart D. Bipartisan Infrastructure Law (BIL)- specific requirements

Term 44. Recipient Notification of prospective BIL - specific requirements

The funding for this Award is made available under the BIL and is subject to the applicable requirements included in the BIL. Requirements for this Award are listed in the subsequent award terms, however the Recipient should be aware that additional terms and modifications may be included when the Award is modified with the incorporation of the Full Application.

Additional terms that may be incorporated include, but are not limited to:

1. Publication of Information on the Internet
2. Certification and Registration
3. Whistleblowers and False Claims

Term 45. Reporting Tracking and Segregation of Incurred Costs

BIL funds may be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL.

Term 46. Buy American Requirements for Infrastructure Projects

A. Definitions

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States:

- Roads, highways, and bridges;
- Public transportation;
- Dams, ports, harbors, and other maritime facilities;
- Intercity passenger and freight railroads;
- Freight and intermodal facilities;
- Airports;
- Water systems, including drinking water and wastewater systems;
- Electrical transmission facilities and systems;
- Utilities;
- Broadband infrastructure;
- Buildings and real property; and
- Facilities that generate, transport, and distribute energy.

Further, the “infrastructure” in question must either be publicly owned or serve a public function; privately owned infrastructure that is not open to the public, such as a personal residence, is not considered “infrastructure” for purposes of this requirement. In cases where the “public” nature of the infrastructure is unclear, the recipient is required to consult with the DOE Grants Officer who will render a determination.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Construction Materials includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is, or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

Domestic content procurement preference means and refers to the same thing as “Buy America Preference.”

B. Buy America Preference

None of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

C. Waivers

When necessary, recipients may apply for, and DOE may grant, a waiver from the Buy America Preference requirements. Requests to waive the application of the Buy America Preference must be in writing. Waiver requests are subject to public comment periods of no less than 15 days, as well as review by the Office of Management and Budget.

Waivers must be based on one of the following justifications:

1. Applying the Buy America Preference would be inconsistent with the public interest (Public Interest);
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (Nonavailability); or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (Unreasonable Cost).

Requests to waive the Buy America Preference must include the following:

- Waiver type (Public Interest, Nonavailability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- A detailed justification as to how the non-domestic item(s) is/are essential the project;

- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- Total estimated project cost, with estimated Federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated Federal share and recipient cost share breakdowns;
- A brief description of the project, its location, and the specific infrastructure involved;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, country(ies) of origin, and relevant PSC and NAICS codes for each;
- A justification statement—based on one of the applicable justifications outlined above—as to why the items in question cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

DOE may request, and the recipient must provide, additional information for consideration of this waiver. The Agency’s final determination regarding approval or rejection of the waiver request may not be appealed.

Term 47. Davis Bacon Requirements

This Award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work on multifamily buildings with five (5) or more units which has been assisted in whole or in part by funds made available under this Award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

With respect to work funded under the Weatherization Assistance Program, this requirement only applies to work performed on multifamily buildings with 5 or more units. Single family homes or multifamily buildings with 4 or less units are not required to include this requirement.

By accepting this award, the Recipient acknowledges the DBA requirements for the Award and confirms that all of the laborers and mechanics performing construction, alteration, or repair work on applicable projects are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
- (2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- (7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- (8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.
- (9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of

any DOE sponsored Davis-Bacon Act compliance trainings. The U.S. Department of Labor (“DOL”) offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.