

**GRANT AGREEMENT NO. 100969-000**  
**Energy Efficiency and Conservation Block Grant (EECBG) – CW61760**

**STATE OF NORTH CAROLINA**  
**North Carolina Department of Environmental Quality**  
**Grant Agreement**

**SUBRECIPIENT'S FEDERAL IDENTIFICATION NUMBER: \*\*-\*-0284**

This financial assistance agreement is hereby made and entered into by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **CHATHAM COUNTY** (the "Subrecipient"<sup>1</sup>). The assistance provided to the Subrecipient hereunder is a second-tier subaward of funding made available to the Department under the following Federal grant:

<b>FEDERAL AWARD IDENTIFICATIONS:</b>	
<b>Subrecipient Name</b>	Chatham County
<b>Subrecipient UEI</b>	KE57QE2GV5F1
<b>Assistance Listing Number (ALN)</b>	81.128
<b>Federal Award Identification Number (FAIN)</b>	DE-SE0000510
<b>Federal Award Date</b>	1/1/2024
<b>Subaward Period of Performance Start &amp; End Date</b>	01/01/2024-12/31/2026
<b>Amount of Federal Funds Obligated in the Subaward</b>	\$350,000.00
<b>Total Federal Funds Obligated to Subrecipient by DEQ (Including this Obligation)</b>	\$350,000.00
<b>Total Amount of the Federal Award Committed to Subrecipient by DEQ</b>	\$350,000.00
<b>Project Description</b>	Chatham County will partner with the North Carolina Department of Environmental Quality to conduct in-depth ASHRAE Level 2 energy audits in 15 buildings owned and operated by the County. This work will be funded by the United States Department of Energy through the Infrastructure Investment and Jobs Act (IIJA). Two pro-bono energy audits will be conducted by Waste Reduction Partners (WRP) and the remaining 13 energy audits, plus any upgrades, will be funded through this award. Chatham County has two major objectives for this project: 1. Conduct an in-depth energy audit for our highest energy-use buildings and 2. Implement as many of the recommendations as possible. Objectives will be met through receipt and review of energy audit reports, as well as tracking a successful reduction in energy at upgraded buildings. Monitoring will be conducted

<sup>1</sup> The Agreement Documents attached hereto may at times use alternative terms to describe the Subrecipient. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "Subgrantee," "Subapplicant," or "Subparticipant."

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	through an ongoing contract between the County and Enpira. Chatham County is awarded \$350,000.00 to complete this project.
<b>Federal Awarding Agency</b>	U.S. Department of Energy
<b>Pass-Through Entity Awarding Official &amp; Contact Information</b>	DEQ Starlette Hodge; <a href="mailto:star.hodge@deg.nc.gov">star.hodge@deg.nc.gov</a> ; 919-707-8750
<b>Federal Award Indirect Cost Rate</b>	15.00%
<b>Contract is R&amp;D</b>	No

- 1.0 Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (**Article 3 - The Local Government Budget and Fiscal Control Act**), the Subrecipient understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
- 2.0 Agreement Documents.** The agreement between the parties consists of this document (the "Subaward Agreement") and its attachments, which are identified by name as follows:
- 2.1 Federal Grant Award, including all terms and conditions associated therewith ("Federal Grant Award") (Attachment A).
  - 2.2 Notice of Certain State Monitoring, Reporting, and Audit Requirements (Attachment B).
  - 2.3 Subrecipient's Conflict of Interest Policy (Attachment C).
  - 2.4 Subrecipient's Certification of No Overdue Tax Debts (Attachment D).
  - 2.5 Subrecipient's Scope of Work and Budget (Attachment E).
  - 2.6 Subrecipient's Award Letter (Attachment F).
  - 2.7 Subrecipients' Federal Certifications (Attachment G).

Together, these documents (the "Agreement Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Subaward Agreement or to any other Agreement Document may only be made through written amendments. Any such written amendment must be duly executed by an authorized representative of each party.

- 3.0 Precedence Among Agreement Documents.** In the event of a conflict or inconsistency between or among the Agreement Documents, the document with the highest relative precedence shall prevail. This Subaward Agreement shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in Section 2.0 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
- 4.0 Agreement Period.** This Agreement shall be effective from the date upon which all parties have signed to December 31, 2026, inclusive of those dates. Nothing in this section shall relieve Subrecipient of its post-closeout continuing obligations, including but not limited to records retention and audit requirements.
- 5.0 Subrecipient's Duties.** As a condition of the grant award, the Subrecipient agrees to:



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- 5.1 Undertake and deliver the grant award project, plan or services as described in Attachment E, adhering to all budgetary provisions set out therein throughout the course of performance.
- 5.2 Review the Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as implemented by the Federal Awarding Agency, and ensure that, consistent with the foregoing regulations, all program activities and costs incurred with subaward funds are both allowable and allocable to the Federal Grant Award.
- 5.3 Comply with all terms, conditions, restrictions and requirements applicable to Subrecipients under the Federal Grant Award.
- 5.4 Comply with the requirements of N.C.G.S. § 143C-6-23 (State grant funds: administration; oversight and reporting requirements) and 09 NCAC 03M.0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
- 5.5 Comply and cooperate with direction and guidance provided by the Department in the course of carrying out its responsibilities as a pass-through entity of federal funds (per 2 CFR 200 Part 200) and as a dispersing agency of State funds (per 09 N.C. Admin. Code 03M).
- 5.6 Comply with the applicable provisions of Notice of Certain State Monitoring, Reporting, and Audit Requirements (Attachment B).
- 5.7 Maintain all records related to this Agreement (i) for a period of five (5) years following the date on which this Agreement expires or terminates, (ii) for the period of time required by the Federal Grant Award, or (iii) until all audit exceptions have been resolved, whichever is longest.
- 5.8 Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- 5.9 Obtain written approval from the Department's Agreement Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
- 5.10 Ensure that the terms, conditions, restrictions and requirements of this Subaward Agreement, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Subaward Agreement Document, are made applicable to, and binding upon, any lower-tier subrecipient who receives as a subaward or subgrant any portion of the award funds made available to the Subrecipient hereunder.
- 5.11 Take reasonable measures to ensure that any lower-tier subrecipient (i) complies with the terms, conditions, restrictions and requirements set forth in this Subaward Agreement, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Contract Document, and (ii) provides such information in its possession as may be necessary for the Subrecipient to comply with such terms, conditions, restrictions and requirements.

**6.0 Department's Duties.** Pursuant to 09 NC. Admin. Code 03M. 0401(6), as an agency that receives and disburses State funds as a grant, the Department is responsible for ensuring that subaward funds are spent consistent with the purposes for which it was awarded. In carrying out the foregoing responsibilities the Department may, at its discretion and as it deems necessary, provide technical assistance, issue guidance, and require contract amendments to ensure that the subaward adheres to the requirements of the federal award. The Department is also responsible for carrying out the duties of a pass-through entity of federal funds pursuant to 2 CFR § 200.332. The Department shall pay the Subrecipient in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

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**7.0 Total Award Amount.** The amount of awarded funds paid by the Department to the Subrecipient under this Agreement shall not exceed **\$350,000.00** (the "Amount of Award"). This amount consists of:

*Funding:*

Type of Funds	Funding Source	CFDA No.
Federal	0000	81.128

*Accounting Code Information:*

Dollars	Company
<b>\$350,000.00</b>	1600

Budget Fund (6 Digits)	Natural Account (8 Digits)	Agency Management Unit (AMU) (7 Digits)
205169	56300001	0000000

Funding Source	Project (9 or 10 Digits)
0000	16GE002202

*Subrecipient Matching Information:*

☒ 7.1 There are no matching requirements from the Subrecipient.

☐ 7.2. There are no matching requirements from the Subrecipient; however, the Subrecipient has committed the following match to this project:

<input type="checkbox"/>	In-Kind	\$
<input type="checkbox"/>	Cash	\$
<input type="checkbox"/>	Cash and In-Kind	\$
<input type="checkbox"/>	Other / Specify:	\$

☐ 7.3 The Subrecipient's matching requirement is **\$0.00**, which shall consist of:

<input type="checkbox"/>	In-Kind	\$
<input type="checkbox"/>	Cash	\$
<input type="checkbox"/>	Cash and In-Kind	\$
<input type="checkbox"/>	Other / Specify:	\$

☐ 7.4 The Subrecipient is committing to an additional **\$0.00** to complete the project or services described in the Award Proposal.

Based on the figures above, the **Total Agreement Amount** is **\$350,000.00**. The Subrecipient represents that any contributions of its own shall be sourced from non-Federal funds.



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- 8.0 Payment Provisions.** Payments to the Subrecipient shall be made in accordance with the following provisions:
- 8.1 The Department will only issue payment to Subrecipient for project costs that are found to be allowable, allocable, and reasonable pursuant to 2 CFR Part 200, as implemented by the Federal Awarding Agency. Requests for payment shall be submitted in the manner prescribed by the Department. All such requests must be supported with documentation showing that expenditures are consistent with the Approved Activities (as contained in the Scope of Work), the Approved Budget, and the provisions of this Subaward Agreement.
  - 8.2 Subrecipient will be paid in advance in a manner consistent with 2 CFR § 200.305(b), provided they maintain written cash management procedures that minimize the time elapsing between the transfer and disbursement of funds. The procedures must also establish financial management systems that meet the standards for fund control and accountability established by 2 CFR Part 200.
  - 8.3 Advance payment requests must be limited to the minimum amount needed by the Subrecipient and be timed in accordance with their actual, immediate cash requirements in carrying out their portion of the Federal Award program. The timing and amount of advance payment requests must be as close as is administratively feasible to the Subrecipient's disbursement of the funds for direct program or project costs and the proportionate share of any allowable indirect costs.
  - 8.4 Any erroneously drawn funds must be returned to the Department in a timely fashion. This applies to both advances and reimbursement payments when it is determined that the transfer resulted in more funds being drawn down than what was required by Subrecipient's immediate disbursement needs.
- 9.0 Reimbursement Requirements.** If Subrecipient is unwilling or unable to comply with the cash management practices required for advance payments, reimbursement will be the payment method used to issue subaward funds to Subrecipient. Reimbursement will also be available as a payment method upon request of the Subrecipient.
- 9.1 Reimbursement payments will be issued within thirty (30) calendar days of billing, unless the request is found to be improper by the Department.
  - 9.2 Reimbursement requests must be submitted no more than monthly. Reimbursement requests and supporting documentation must be submitted by no later than forty-five (45) calendar days following the last day of the period of reimbursement. Reimbursement requests received thereafter shall not be paid.
- 10.0 Subrecipient's Fiscal Year.** The Subrecipient represents that its fiscal year is from July 1<sup>st</sup> to June 30<sup>th</sup>.
- 11.0 Availability of Funds.** The Subrecipient understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 12.0 Reversion of Unexpended Funds.** The Subrecipient understands and agrees that any unexpended grant funds shall revert to the Department upon the termination of this Agreement.
- 13.0 Supplantation of Expenditure of Public Funds.** The Subrecipient understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Subrecipient would otherwise expend to carry out the project or services described in the Award Proposal.
- 14.0 Agreement Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Agreement Administrator. The contact information for each

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party's Agreement Administrator is set out below. Either party may change its Agreement Administrator and/or the associated contact information by giving timely written notice to the other party.

<b>Subrecipient Agreement Administrator</b>	<b>Department's Agreement Administrator</b>
Kevin Lindley Chatham County Environmental Quality PO Box 1550 Pittsboro, NC 27312 Telephone: 919-545-7875 Email: kevin.lindley@chathamcountync.gov	Starlette Hodge, SEP Program, Manager State Energy Office MSC 1613 Raleigh, NC 27699-1613 Telephone: 919-707-8750 Email: star.hodge@deq.nc.gov

**15.0 Assignment.** The Subrecipient may not assign its obligations or its rights to receive payment hereunder.

**16.0 Subawards.** The Subrecipient understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Subrecipient of any duties or responsibilities herein set forth.

**17.0 Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Subrecipient shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

- 17.1 Title VI of the Civil Rights Act of 1964, as amended;
- 17.2 Civil Rights Restoration Act of 1987, as amended;
- 17.3 Section 504 of the Rehabilitation Act of 1973, as amended;
- 17.4 Age Discrimination Act of 1975, as amended;
- 17.5 Titles II and III of the Americans with Disabilities Act of 1990, as amended;
- 17.6 Title IX of the Education Amendments of 1972, as amended;
- 17.7 Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
- 17.8 Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Subrecipient agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Subrecipient receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The subrecipient understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, Subrecipient agrees to include a similar provision in any financial assistance agreement made with any lower-tier subrecipient of such assistance.

**18.0 Noncompliance and Termination.** In addition to the noncompliance and termination provisions contained in 09 NCAC 03M .0801, 2 CFR § 200.339-340 (as applicable), or as otherwise set forth in the terms and conditions of the Federal Award, this subaward is subject to the following:

- 18.1 Termination by Mutual Consent – This Agreement may be terminated by mutual consent with sixty (60) days written notice to the other party, or as otherwise provided by law
- 18.2 Termination for Cause – The Department may terminate this Agreement for cause by giving written notice to Subrecipient of such termination and specifying the reason thereof and the effective date thereof. Cause may include misuse of funds, fraud, failure to comply with applicable laws and regulations, failure to timely perform Agreement obligations, or

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failure to comply with any other requirements of this Agreement after having received technical assistance from the Department.

18.3 **Post-Termination Obligations & Procedures** – If this Agreement is terminated, Subrecipient may not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Nothing in this section shall relieve Subrecipient of their obligations regarding retention, reporting, closeout, or any other applicable compliance requirements.

18.4 **Waiver of Default** – Waiver by the Department of any default or breach in compliance with the terms of this Agreement by the subrecipient and is not a waiver of any subsequent default or breach.

**19.0 Use of Department Logo.** Subrecipient shall not use the Department's logo on any websites, marketing, or outreach materials related to this award without first obtaining written approval from the Department.

**20.0 Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.

**21.0 Severability.** If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

**22.0 Sovereign Immunity.** The Department does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with respect to any action based on this Agreement.

**23.0 Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

**24.0 Indemnification.** To the extent permitted by law, Subrecipient agrees to indemnify and hold harmless the Department, the State of North Carolina, and any of their officers, agents, and employees from any claims of third parties arising out of any act or omission of Subrecipient in connection with the performance of this Agreement. The Department shall not provide such indemnification to Subrecipient.

**25.0 Force Majeure.** Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**26.0 Confidentiality.** Subrecipient must implement written procedures that ensure reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information that the federal awarding agency (if applicable) and the Department consider sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.



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**Energy Efficiency and Conservation Block Grant (EECBG) – CW61760**

- 27.0 Property Standards.** Subrecipient agrees that it is responsible for the proper custody and care of any State-owned property furnished for use in connection with the performance of this contract and will reimburse the State for its loss or damage. Acquisition, management, and disposition of all property (including real property, equipment, supplies, and intangible property) acquired or improved with subaward funds must comply with the requirements of 2 CFR 200.310 - 316.
- 28.0 Sales/Use Tax Refunds.** If eligible, the Subrecipient and all its subrecipients shall: (1) Ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to NCGS 105-164.14; and (2) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
- 29.0 Definitions.** Unless indicated otherwise, the terms used in this Agreement shall have the meanings contained in 2 CFR Part 200 and 09 N.C. Admin. Code 03M.
- 30.0 Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Subaward Agreement and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, the Subrecipient and the Department execute this Agreement by their duly authorized representatives on the day and year below.

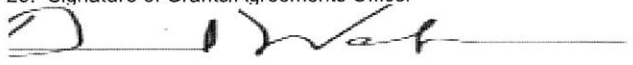
**CHATHAM COUNTY**

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Subrecipient's Signature  
Bryan Thompson  
County Manager  
\_\_\_\_\_  
Printed Name and Title  
  
Chatham County  
\_\_\_\_\_  
Organization  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Signature or Authorized Assignee  
  
\_\_\_\_\_  
Printed Name and Title  
  
\_\_\_\_\_  
Department  
  
\_\_\_\_\_  
Date

## Attachment A

ASSISTANCE AGREEMENT			
1. Award No. DE-SE0000510		2. Modification No.	3. Effective Date 01/01/2024
4. CFDA No. 81.128			
5. Awarded To North Carolina Department Of Environmental Q Attn: Shirley Trollinger 1606 MAIL SERVICE CENTER RALEIGH NC 27699		6. Sponsoring Office State and Community Energy Programs U.S. Department of Energy 1000 Independence Ave, SW Washington DC 20585	
7. Period of Performance 01/01/2024 through 12/31/2026			
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other		9. Authority IIJA PL 117-58, 2021 110-140 EISA of 2007	
10. Purchase Request or Funding Document No. 24SE000200			
11. Remittance Address North Carolina Department Of Environmental Q Attn: Shirley Trollinger 1606 MAIL SERVICE CENTER RALEIGH NC 27699		12. Total Amount Govt. Share: \$2,999,170.00  Cost Share : \$0.00  Total : \$2,999,170.00	
13. Funds Obligated This action: \$2,999,170.00  Total : \$2,999,170.00			
14. Principal Investigator		15. Program Manager Myles L. Rogers Phone: 240-597-6348	
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 Attachment 2			
20. Accounting and Appropriation Data 05461-2022-31-200835-41020-1005917-0000000-0000000-0000000			
21. Research Title and/or Description of Project BIL: EECBG Program - North Carolina Department of Environmental Quality			
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 David R. Welsh		27. Date Signed 02/09/2024	

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR

North Carolina Department Of Environmental Quality

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>UEI: TFQVKH1E8Y41</p> <p>The purpose of this action is to obligate EECBG BIL funds and to authorize activities under Section 40552.</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>The Project Period for this award is 01/01/2024 through 12/31/2026</p> <p>This award is subject to the Financial Assistance regulations contained in 2 CFR 200 as amended by 2 CFR Part 910.</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: Holly Wilson Email: holly.wilson@ee.doe.gov Phone: 240-562-1779</p> <p>DOE Project Officer: Myles Rogers E-mail: myles.rogers@hq.doe.gov Phone: 240-597-6348</p> <p>Recipient Business Officer: Alice Smith E-mail: alice.smith@deq.nc.us Phone: 919-707-8749</p> <p>Recipient Principal Investigator: Star Hodge E-mail: star.hodge@ncdenr.gov Phone: 919-707-8750</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 AVAIL FOR COMP</p> <p>Davis-Bacon Act: YES PI: Hodge, Star</p> <p>Fund: 05461 Appr Year: 2022 Allottee: 31 Report</p> <p>Entity: 200835 Object Class: 41020 Program: 1005917 Project: 0000000 WFO: 0000000 Local Use: 0000000</p>				



JULY 2004

**ATTACHMENT A**  
**Federal Award Terms & Conditions**

By accepting this subaward of federal financial assistance, the subrecipient understands and accepts that it will be subject to the same federal award terms and conditions as the Department (the pass-through entity) with few exceptions. The following document contains the terms and conditions of the Department's grant award from the Federal Awarding Agency. These terms and conditions "flow down" to the subrecipient through its subaward relationship with the Department. Subrecipient should reach out to the Department's Agreement Administrator if they have any questions about the applicability of any federal terms and conditions to their subaward.

Energy Efficiency &  
Renewable Energy**Special Terms and Conditions**Award No. DE-SE0000510.0000 with North Carolina Department of  
Environmental Quality

## Special Terms and Conditions

North Carolina Department Of Environmental Quality ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

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

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Activity File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Energy Efficiency and Conservation Strategy

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>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).





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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**

SCEP 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. NEPA Requirements**

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is



thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

**Condition(s):**

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IJIA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.

2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients 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.

3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.

4. 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.

5. 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.

6. 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 at <https://www.energy.gov/node/812599>.

7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at [www.energy.gov/node/4816816](http://www.energy.gov/node/4816816) and contacting [EECBG.NEPA@ee.doe.gov](mailto:EECBG.NEPA@ee.doe.gov) with any EECBG NEPA or historic preservation questions.





8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at <https://www.page.energy.gov/default.aspx>.

9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.

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

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

**If the Recipient later intends to add to or modify the activities or locations** as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations 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 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

#### **Term 8. Reporting 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.

#### **Term 9. 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 10. 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 State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000510."
- 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 11. 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.

## Term 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. Record Retention**

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

#### **Term 19. Audits**

##### **A. Government-Initiated Audits**

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, 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 200.339, Remedies for Noncompliance.

**Term 20. Indemnity**

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

**Term 21. Foreign National Participation**

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

**Term 22. Post-Award Due Diligence Reviews**

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk

is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

## **Subpart B. Financial Provisions**

### **Term 23. Maximum Obligation**

The maximum obligation of DOE for this Award is the total “Funds Obligated” stated in Block 13 of the Assistance Agreement to this Award.

### **Term 24. Refund Obligation**

The Recipient must refund any excess payments received from SCEP, 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 SCEP the difference between (1) the total payments received from SCEP, 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 25. Allowable Costs**

SCEP 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 SCEP. Such records are subject to audit. Failure to provide SCEP 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 26. Indirect Costs**

#### **A. Indirect Cost Allocation:**

The Recipient has a current and approved Predetermined or Fixed Negotiated Indirect Cost Rate Agreement (NICRA) and it applies uniformly across all Federal awards through 06/30/2024. An updated rate proposal or NICRA is required within 180 days prior to the identified expiration if the Recipient is to continue to bill predetermined indirect cost billing rates on the DOE award.

#### **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. SCEP 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**

SCEP 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. Cost Sharing Indirect Costs**

Indirect costs may be used as cost share only with prior approval from the Contracting Officer.

**iii. 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 27. 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 28. 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 29. Payment Procedures****a. Method of Payment**

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

**b. Requesting Reimbursement**

Requests for reimbursements must be made through the ASAP system.

**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 SCEP.

**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 SCEP 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 30. 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. SCEP 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 obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories 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.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

**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.

## **Subpart C. Miscellaneous Provisions**

### **Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities**

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.



## **Term 32. 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 33. 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 34. 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 200.327.





- 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.<sup>1</sup>
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- 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 agreement, 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 35. Conference Spending**

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant 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 36. Recipient Integrity and Performance Matters**

#### **A. General Reporting Requirement**

If the total value of your currently active Financial Assistance awards, grants, 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 (FAPIS)) about civil,

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<sup>1</sup> 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.



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 37. Export Control**

The United States 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.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

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 38. Interim Conflict of Interest Policy for Financial Assistance**

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>. 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 this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

### **Term 39. Organizational Conflict of Interest**

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.



#### **Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) 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 41. Human Subjects Research**

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, Protection of Human Research Subjects, 45 CFR Part 46, Protection of Human Subjects (subpart A which is referred to as the "Common Rule"), and 10 CFR Part 745, Protection of Human Subjects.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human



subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. Note: This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. Note: If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>

#### **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 of 2 CFR Part 200 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.)

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

### **Term 43. Reporting, Tracking and Segregation of Incurred Costs**

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

### **Term 44. 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 in excess of \$2000 on an award funded directly by or 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).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award 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 Department of Labor 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>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.



**Davis Bacon Act Electronic Certified Payroll Submission Waiver**

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

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>.

**Term 45. Buy American Requirement for Infrastructure Projects****A. Definitions**

**Components** are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

**Construction Materials** are an article, material, or supply—other than an item primarily of 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 used in an infrastructure project and 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, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

**Domestic Content Procurement Preference Requirement-** means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

- (A) all iron and steel used in the project are produced in the United States;
- (B) the manufactured products used in the project are produced in the United States; or
- (C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

**Infrastructure** includes, at a minimum, the structures, facilities, and equipment located in the United States, for: 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; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

**Manufactured Products** are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

**Primarily of iron or steel** means greater than 50% iron or steel, measured by cost.

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

**Public-** The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

## **B. Buy America Requirement**

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is 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 Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently 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 Requirement 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.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

### **C. Certification of Compliance**

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors



and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

#### **D. Waivers**

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

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- 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; or
3. Unreasonable Cost- 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.

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

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- 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;
- 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,



- quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- 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;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) 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.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

#### **Term 46. Affirmative Action and Pay Transparency Requirements**

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide<sup>2</sup> should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

#### **Term 47. Potentially Duplicative Funding Notice**

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

<sup>2</sup> See OFCCP's Technical Assistance Guide at:

<https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rte.jsp>





## **Term 48. Transparency of Foreign Connections**

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

## **Term 49. Foreign Collaboration Considerations**

- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's





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services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

## **ATTACHMENT B**

### **Notice of Certain State Monitoring, Reporting, and Audit Requirements**

In addition to any federal requirements for monitoring, reporting, and audit that may apply as a condition of a Federal Award, recipients and subrecipients of the Department will be subject to state monitoring, reporting, and audit requirements established by statute and Title 09, Subchapter 03M of the North Carolina Administrative Code, 09 N.C. Admin. Code 03M.

#### **1.0 Reporting Thresholds**

1.1 09 N.C. Admin. Code 03M sets minimum reporting requirements for recipients and subrecipients of State financial assistance (which includes Federal financial assistance received by the State and transferred or disbursed to non-State entities as a grant). The reporting thresholds are:

1.1.1 Level I: A recipient or subrecipient that receives, holds, uses, or expends grants in an amount less than the dollar amount requiring audit as listed in the Code of Federal Regulations 2 CFR § 200.501(a) within its fiscal year.

1.1.2 Level II: A recipient or subrecipient that receives, holds, uses, or expends grants in an amount equal to or greater than the dollar amount requiring audit as listed in the Code of Federal Regulations 2 CFR § 200.501(a) within its fiscal year.

1.2 As a state agency, the Department is required by 09 N.C. Admin. Code 03M.0205 to enforce reporting requirements for recipients and subrecipients that, at minimum, meet the following standards on an annual basis:

1.2.1 All recipients and subrecipients shall provide a certification that State financial assistance received or held was used for the purposes for which it was awarded.

1.2.2 All recipients and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.

1.2.3 All recipients and subrecipients shall report on activities and accomplishments they undertake, including reporting on any performance measures established in their subaward agreement.

1.2.4 Level II recipients and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

1.3 Annual state-required reports must be filed with the Department no later than three (3) months after the recipient or subrecipient's fiscal year end. In addition to the reports, Recipients and subrecipients that are required to submit a yellow book audit to the Department (Level II Recipients and Subrecipients) must do so no later than nine (9) months after the end of their fiscal year.

1.4 Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

1.4.1 Level II Subrecipients required to submit a yellow book audit under 09 N.C. Admin. Code 03M.0205 may satisfy that requirement by submitting a copy of the Single Audit report required by 2 CFR Part 200 for the same funds..

#### **2.0 Monitoring Requirements**

Recipients and subrecipients will be required to comply with monitoring and oversight conducted by the Department in accordance with 09 NCAC 03M .0401. The Department will monitor recipient and subrecipient activities under the award as necessary to ensure that funds are used for

authorized purposes, that performance goals are achieved, and that recipient and subrecipient activities are in compliance with the award terms and conditions. The Department will determine the monitoring required for Subrecipient based on the Department's initial and ongoing assessments of Subrecipient's fraud risk and risk of noncompliance with the subaward. Depending on the results of its risk assessment, the Department may implement additional monitoring and oversight of Subrecipient's program-related activities.



**Attachment D**

**State Grant Certification – No Overdue Tax Debts<sup>1</sup>**

**Instructions:** Grantee should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

**Chatham County**

**June 11, 2025**

To: State Agency Head and Chief Fiscal Officer

**Certification:**

I certify that Chatham County does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

**Sworn Statement:**

I, Bryan Thompson, being duly sworn, say that I am the County Manager of Chatham County in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

  
\_\_\_\_\_  
Authorized Official Signature

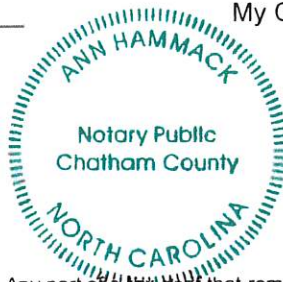
Bryan Thompson, County Manager  
\_\_\_\_\_  
Name and Title

6/11/25  
\_\_\_\_\_  
Date Signed

**Notary:** Sworn to and subscribed before me on the day of the date of said certification.

  
\_\_\_\_\_  
(Notary Signature and Seal)

My Commission Expires: September 26, 2029



<sup>1</sup> G.S. 105-243.1 defines: "Overdue tax debt. - Any part of a tax debt that remains unpaid 60 days or more after it becomes collectible under G.S. 105-241.22. The term does not include a tax debt for which the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 60 days after the tax debt became collectible, if the taxpayer has not failed to make any payments due under the installment agreement." & "Tax debt. - The total amount of tax, penalty, and interest collectible under G.S. 105-241.22."



**COUNTY COMMISSIONERS**

Karen Howard, Chair  
Katie Kenlan, Vice Chair  
David Delaney  
Franklin Gomez Flores  
Amanda Robertson

**COUNTY MANAGER:** Bryan Thompson

**Section 2A: Uniform Guidance Conflict of Interest**

**A. Scope**

1. The purpose of this policy is to establish conflicts of interest guidelines that meet or exceed the requirements under state law and local policy when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects paid for in part or whole by federal funds and required under 2 C.F.R. § 200.318(c)(1). This policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects funded in part or whole with federal financial assistance (direct or reimbursed). This policy also applies to any subrecipient of the funds.

**B. Responsibilities**

1. The employee responsible for managing the federal financial assistance award shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this policy and any additional prohibitions or requirements.

**C. Conflicts of Interest.**

1. In addition to the prohibition against self-benefiting from a public contract under G.S. 14-234, no officer, employee, or agent of the Chatham County Local Government may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

- i. the employee, officer, or agent involved in the selection, award, or administration of a contract;
- ii. any member of his or her immediate family;
- iii. his or her partner; or
- iv. an organization which employs or is about to employ any of these parties.

D. Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable Federal awarding agency policy.

E. Gifts. In addition to the prohibition against accepting gifts and favors from vendors and contractors under G.S. 133-32, officers, employees, and agents of the Chatham County Local Government are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value valued at less than \$25.00 which fall into one of the following categories may be accepted:

- 1. promotional items;
- 2. honorariums for participation in meetings; or
- 3. meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this policy shall report the item to his or her immediate supervisor. Employees violating this policy will be subject to discipline up to and including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.

*Integrity – Respect — Collaboration — Community — Equity — Service — Accountability*

## Attachment E

Chatham County will partner with the North Carolina Department of Environmental Quality to conduct in-depth ASHRAE Level 2 energy audits in 15 buildings owned and operated by the County. This work will be funded by the United States Department of Energy through the Infrastructure Investment and Jobs Act (IIJA). Two pro-bono energy audits will be conducted by Waste Reduction Partners (WRP) and the remaining 13 energy audits, plus any upgrades, will be funded through this award. Chatham County has two major objectives for this project: 1. Conduct an in-depth energy audit for our highest energy-use buildings and 2. Implement as many of the recommendations as possible. Objectives will be met through receipt and review of energy audit reports, as well as tracking a successful reduction in energy at upgraded buildings. Monitoring will be conducted through an ongoing contract between the County and Enpira. Chatham County is awarded \$350,000 to complete this project.

### Estimated timeline:

Pre-award: Waste Reduction Partners will conduct pro bono audits of two buildings (Western Senior Center and Health Department Clinic)

Receipt of award: June 2025

Month 1-2: Analyze audit results for the two pro bono audits and develop Request for Proposal (RFP) for upgrades

Month 1-2: Develop Request for Qualifications (RFQ) for energy audits of the remaining 13 buildings

Month 2: Issue RFP for upgrades of two buildings

Month 2: Issue RFQ for audits of remaining 13 buildings

Month 3: Execute contract with the selected vendor(s) for upgrades of two buildings

Month 3: Execute contract with the selected most qualified vendor(s) for audits of additional 13 buildings

Month 4-15: Implement upgrades at two buildings

Month 4-9: Conduct audits of 13 buildings

Month 15-17: Analysis of project outcomes

Month 18-19: Final reporting

December 2026: Project completion



## Attachment E

<b>Entity Name</b>		Chatham County	
<b>Project Name</b>		Energy Audits and Efficiency Measures for Chatham County Government Buildings	
<b>Project Location</b>		Chatham County	
<b>Total Amount Requested</b>		\$350,000	
<b>Funding Category</b>	<b>Line Item</b>	<b>Cost</b>	<b>Description</b>
Energy Audits	Energy Audits	\$120,000	This line item will complete energy audits in 13 county-owned facilities. Completed audits will help prepare the county to be more readily available to take advantage of future funding and strategically plan for county investment into future energy efficient building improvements. <i>*Energy efficiency for the pro bono buildings will be conducted by WRP and will be an effort that occurs regardless of the receipt of this grant award or not.</i>
Improvements – Building Upgrades	HVAC	\$100,000	Implementation will take place in two buildings – Health Department Clinic and the Western Senior Center; both located in a DAC.
Improvements – Building Upgrades	LED lighting	\$80,000	Implementation will take place in two buildings – Health Department Clinic and the Western Senior Center; both located in a DAC.
Improvements – Building Upgrades	Energy mgmt. system	\$50,000	Implementation will take place in two buildings – Health Department Clinic and the Western Senior Center; both located in a DAC.
<b>Total</b>		<b>\$350,000</b>	

Attachment F

JOSH STEIN  
*Governor*

D. REID WILSON  
*Secretary*

JULIE WOOSLEY  
*Director*



NORTH CAROLINA  
*Environmental Quality*

Monday, April 7<sup>th</sup>, 2025

Kevin Lindley  
c/o Chatham County  
12 East Street  
Pittsboro, NC 27312

Dear Mr. Lindley,

Thank you for submitting a response to the State Energy Office Request for Proposals to participate in the Energy Efficiency Conservation Block Grant (EECBG) program. Congratulations! Your application has been conditionally approved for an award of \$350,000. A press release will be issued by our agency shortly. **Please do not make any public announcements until this press release is issued.**

We look forward to working with you as you implement your project. Our team will be in touch shortly to discuss a subawardee contract.

Sincerely,

A handwritten signature in blue ink, appearing to read "Julie Woosley", with a checkmark at the end.

Julie Woosley  
Director, State Energy Office



North Carolina Department of Environmental Quality | State Energy Office  
217 West Jones Street | 4345 Mail Service Center | Raleigh, North Carolina 27699-4345  
919.707.8778

Attachment G

**REQUIRED FEDERAL CERTIFICATIONS (DOE AWARDS)**


**The undersigned states that:**

1. He or she is the duly authorized representative of the Subrecipient named below
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Subrecipient, as set out herein:
  - a. The Certification Regarding Nondiscrimination
  - b. The Certification Regarding Drug-Free Workplace Requirements
  - c. The Certification Regarding Lobbying
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed
4. [Check the applicable statement]
 

☐ He or she **has completed** the attached **Disclosure of Lobbying Activities** because the Subrecipient **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action

**OR**

☒ He or she **has not completed** the attached **Disclosure of Lobbying Activities** because the Subrecipient **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action
5. The Subrecipient shall require its subrecipients and contractors, if any, to make the same certifications and disclosure

	<u>County Manager</u> <b>Title</b>
Chatham County, NC	<u>6/20/2025</u> <b>Date</b>
<b>Subrecipient Organization Name</b>	

**I. Certification Regarding Nondiscrimination in Federally Assisted Programs**

Subrecipient hereby agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub.L.93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub.L.93-438), Title IX of the Education Amendments of 1972, as amended (Pub.L.92-318, Pub.L.93-568, and Pub.L.94-482), Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), the Age Discrimination Act of 1975 (Pub.L.94-135), Title VIII of the Civil Rights Act of 1968 (Pub.L.90-284), the Department of Energy Organization Act of 1977 (Pub.L.95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub.L.94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which Subrecipient receives Federal assistance from the Department of Energy.

**II. Certification Regarding Drug-Free Workplace Requirements**

1. **The Subrecipient certifies** that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - B. Establishing a drug-free awareness program to inform employees about:



- (1) The dangers of drug abuse in the workplace;
    - (2) The Subrecipient's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - E. Notifying NCDEQ within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    - (1) taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):
- Street Address No. 1: 1000S 10<sup>th</sup> Ave.
- City, State, Zip Code: Siler City, NC 27344
- Street Address No. 2: 112 Village Lake Rd.
- City, State, Zip Code: Siler City, NC 27344
3. Subrecipient will inform NCDEQ of any additional sites for performance of work under this agreement.

.....

- II. 2.(continued) The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 3: 627 Renaissance Dr.

City, State, Zip Code: Pittsboro, NC 27312

Street Address No. 4: 40 E. Chatham St.

City, State, Zip Code: Pittsboro, NC 27312

Street Address No. 5: 725 Renaissance Dr.

City, State, Zip Code: Pittsboro, NC 27312

Street Address No. 6: 102 Camp Dr.

City, State, Zip Code: Pittsboro, NC 27312

Street Address No. 7: 112 Innovation Way

City, State, Zip Code: Pittsboro, NC 27312

Street Address No. 8: 1192 US Highway 64 W

City, State, Zip Code: Pittsboro, NC 27312

Street Address No. 9: 964 East St.

City, State, Zip Code: Pittsboro, NC 27312

Street Address No. 10: 295 West St.

City, State, Zip Code: Pittsboro, NC 27312

Street Address No. 11: 9 Hillsboro St.

City, State, Zip Code: Pittsboro, NC 27312

Street Address No. 12: 365 NC Highway 87 N

City, State, Zip Code: Pittsboro, NC 27312

Street Address No. 13: 369 West St.

City, State, Zip Code: Pittsboro, NC 27312





### **III. Certification Regarding Lobbying**

**The Subrecipient certifies**, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

## Disclosure of Lobbying Activities (SF-LLL)

### Instructions for Completion of SF-LLL (if applicable):

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent

in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503



<b>Disclosure Of Lobbying Activities</b> Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352		Approved by OMB 0344-0046			
<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For material change only:</b> Year/Quarter  Date of Last Report			
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier, if known  Congressional District, if known		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime</b>   Congressional District, if known			
<b>6. Federal Department/Agency:</b>		<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable			
<b>8. Federal Action Number, if known</b>		<b>9. Award Amount, if known</b> \$			
<b>10.a. Name and Address of Lobbying Registrant</b> (If Individual: Last name, First name, MI)   <i>(Attach continuation sheets (SF-LLLA) if necessary)</i>		<b>b. Individuals Performing Services</b> (including address if different from No. 10.a.)   <i>(Attach continuation sheets (SF-LLLA) if necessary)</i>			
<b>11. Amount of Payment:</b> (Check all that apply)  <input type="checkbox"/> Actual <input type="checkbox"/> Planned		<b>13. Type of Payment:</b> (Check all that apply) <input type="checkbox"/> retainer <input type="checkbox"/> one-time fee <input type="checkbox"/> commission <input type="checkbox"/> contingent fee <input type="checkbox"/> deferred <input type="checkbox"/> other; specify:			
<b>12. Form of Payment:</b> (Check all that apply) <table border="1"> <tr> <td><input type="checkbox"/></td> <td>a. cash</td> </tr> <tr> <td><input type="checkbox"/></td> <td>b. in-kind; specify: Nature Value</td> </tr> </table>			<input type="checkbox"/>	a. cash	<input type="checkbox"/>
<input type="checkbox"/>	a. cash				
<input type="checkbox"/>	b. in-kind; specify: Nature Value				
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary):</b>					
<b>15. Number of Continuation Sheets (SF-LLL-A) Attached:</b>					
<b>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		Signature _____ Print Name _____ Title _____ Telephone No. _____ Date _____			
<b>For Federal Use Only</b>		Authorized for Local Reproduction Standard Form LLL			