

INTRODUCED: October 6, 2025

AN ORDINANCE NO. 2025-232

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$10,000.00 from the Virginia Department of Energy, to amend the Fiscal Year 2025-2026 Special Fund Budget by creating a new special fund for the Office of Sustainability called the “Virginia Energy Resilience Study (VERS), Virginia Energy Resilience Planning Grant Special Fund,” and to appropriate the increase to the Fiscal Year 2025-2026 Special Fund Budget by increasing estimated revenues and the amount appropriated to the Office of Sustainability’s “Virginia Energy Resilience Study (VERS), Virginia Energy Resilience Planning Grant Special Fund” by \$10,000.00 for the purpose of funding the implementation of energy resilience planning in the city’s East End.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: NOV 10 2025 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, is hereby authorized to accept funds in the amount of \$10,000.00 from the Virginia Department of Energy for the purpose of funding the implementation of energy resilience planning in the city’s East End.

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

§ 2. That Article I, Section 2 of Ordinance No. 2025-057 , adopted May 12, 2025, which adopted a Special Fund Budget for the fiscal year commencing July 1, 2025, and ending June 30, 2026, and made appropriations pursuant thereto, be and is hereby amended by creating a new special fund for the Office of Sustainability called the “Virginia Energy Resilience Study (VERS), Virginia Energy Resilience Planning Grant Special Fund” for the purpose of funding the implementation of energy resilience planning in the city’s East End.

§ 3. That the funds received from the Virginia Department of Energy are hereby appropriated to the Special Fund Budget for the fiscal year commencing July 1, 2025, and ending June 30, 2026, by increasing estimated revenues by \$10,000.00, increasing the amount appropriated for expenditures by \$10,000.00, and allotting to the Office of Sustainability’s “Virginia Energy Resilience Study (VERS), Virginia Energy Resilience Planning Grant Special Fund” the sum of \$10,000.00 for the purpose of funding the implementation of energy resilience planning in the city’s East End.

§ 4. This ordinance shall be in force and effect upon adoption.

DATE: August 15, 2025

TO: The Honorable Members of City Council

THROUGH: The Honorable Mayor Danny Avula

THROUGH: Odie Donald II, Chief Administrative Officer

THROUGH: Tanikia Jackson, Deputy Chief Administrative Officer

THROUGH: Letitia Shelton, Director of Finance

THROUGH: Meghan K. Brown, Director of Budget and Strategic Planning

THROUGH: Sharon L. Ebert, Deputy Chief Administrative Officer

FROM: Laura Thomas, Director of the Office of Sustainability

RE: Office of Sustainability | Virginia Energy Resilience Study (VERS) Virginia Energy Resilience Planning Grant (\$10,000) | Supporting Energy Resilience on the East End of Richmond

PURPOSE: To authorize the transfer of \$10,000 from the Virginia Energy Resilience Planning Grant to the Office of Sustainability to support efforts to build energy resilience in Richmond's East End.

REASON: As the City of Richmond and the Office of Sustainability continue to implement the *RVAgreen 2050 Climate Equity Action Plan*, adopted by City Council, we recognize the urgent need to build energy resilience in historically underserved communities. This funding will support planning efforts focused on East End neighborhoods specifically Census Tracts 201, 202, and 204 and help advance the development of a community Resilience Hub in the area.

RECOMMENDATION: City Council approves the \$10,000.00 from the Virginia DOE Virginia Energy Resilience Study (VERS) Virginia Energy Resilience Planning Grant to create a new special fund to support community engagement and other activities associated with energy resilience planning in Richmond's East End, as well as the completion of grant deliverables.

BACKGROUND: The Virginia Energy Resilience Study (VERS) is a statewide initiative, led by the Virginia Department of Energy, that will support economically impacted communities in

measuring their energy resilience and identifying practical, long-term solutions to reduce vulnerabilities. The study will help communities prioritize facilities to act as Resilience Hubs that can be powered by solar energy and battery storage, creating safe, reliable spaces for residents during extended power outages. As part of this pilot study, the City of Richmond will:

- Receive an energy resilience profile outlining current vulnerabilities and strategies for improvement in selected East End communities.
- Receive design drawings to convert an existing community identified facility into a Resilience Hub utilizing solar plus storage.

COMMUNITY ENGAGEMENT: Grant funds will be used to support community engagement activities around energy resilience in Richmond's East End. The purpose of these activities is to inform residents about the study, gather community input, and identify a potential building to evaluate for conversion into a Resilience Hub.

FISCAL IMPACT: There is no local match required. The Department of OOS does not anticipate any impact to the city's Budget for this or Future fiscal years related to activities associated with this grant,

DESIRED EFFECTIVE DATE: upon adoption

REQUESTED INTRODUCTION DATE: October 6, 2025

CITY COUNCIL PUBLIC HEARING DATE:

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance & Economic Development

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORD. OR RES: Budget Ordinance

ATTACHMENTS:

STAFF: Thomas, Laura C., Smart Michael, A.


Notification of Virginia Energy Resilience Planning Grant (Conditional w/ Forms)

From Virginia Energy Resilience (Energy) <Resilience@Energy.Virginia.gov>

Date Fri 6/27/2025 1:39 PM

To Grace, Rashmi L.B. - Budget <Rashmi.Grace@rva.gov>

Cc Oleksy, Dawn G. - OOS <Dawn.Oleksy@rva.gov>; Smart, Michael A. - OOS <Michael.Smart@rva.gov>; mail@lesliekingconsulting.com <mail@lesliekingconsulting.com>; steelman@resilientvirginia.org <steelman@resilientvirginia.org>

 2 attachments (298 KB)

Finanacial Capabiity Questionnaire.pdf; Vendor Information Form_rev 05-2025.pdf;

CAUTION: This message is from an external sender - Do not open attachments or click links unless you recognize the sender's address and know the content is safe.

Greetings Ms. Grace,

I am delighted to extend congratulations to the City of Richmond on being accepted to receive a Virginia Energy Resiliency Study Energy Resilience Planning Grant award. This award includes a \$10,000 grant for resilience planning, a free solar-plus-storage engineering pre-design, in addition to a free energy resilience workshop in your community.

This well-deserved recognition is a testament to the dedication, vision, and hard work of your community in striving for positive change and meaningful impact in community energy resilience. The resources provided by this grant will no doubt contribute to the incredible work already being done in sustainability and community resilience. We ask that you please do not announce this award publicly in the media yet - we can work with you later to do a press release for your community.

Two financial forms are required before award contracts can be issued – a Vendor Information form and Financial Capabilities Questionnaire (both attached). Please know that Virginia Energy and our partners (cc'd in this email) are available to support you in filling these forms out and assist you with your efforts.

Once again, congratulations on this grant! Wishing you continued success as you plan and bring your vision of resilience to life.

Sincerely,

Ryan Dorland

Economic Development & Energy Analyst

Virginia Department of Energy

E-mail: ryan.dorland@energy.virginia.gov or resilience@energy.virginia.gov

Phone: 276-870-2741

Location: Big Stone Gap Office, Virginia Department of Energy



CITY OF RICHMOND

REQUEST FOR APPROVAL

Laura Thomas

To: Odie Donald, II
Chief Administrative Officer

OFFICE USE ONLY

Received: 08/22/2025

2025-S-00427

From: _____

Kevin J. Vonck Kevin J. Vonck
Acting DCAO

Date Submitted: _____

Requesting Agency's Assertion:

I, _____, have reviewed the attached documents for accuracy and completeness, and therefore request the signature of the Chief Administrative Officer.

Request for Approval/Signature Summary

Document Title	
Impact on the City	
Type of Signature Needed	
Return signed document(s) to	
Please allow 7–10 business days for documents to be reviewed and signed by the Chief Administrative Officer. Contact the CAO's office if the document needs to be signed sooner.	

SEND SCANNED DOCUMENTS TO: CAO-OFFICE@RVA.GOV

Background & Notes for attached document:



OFFICE OF SUSTAINABILITY

DATE: Thursday August 21, 2025

TO: Odie Donald II, Chief Administrative Officer

THROUGH: Sharon Ebert, Deputy Chief Administrator

FROM: Laura Thomas, Director Office of Sustainability

CC: Michael Smart, Sustainability Engagement Manager

CC: Meghan Brown, Director of Budget and Strategic Planning

CC: Jeff Gray, Organizational Strategist CAO's Office

RE: Request for CAO signature to Virginia Energy Resilience Study Contract

Background

The City of Richmond was selected to participate in the Virginia Department of Energy's (Virginia Energy) Virginia Energy Resilience Study (VERS), funded through the U.S. Department of Energy's Renewables Advancing Community Energy Resilience (RACER) grant program. This statewide initiative will support economically impacted communities in measuring their energy resilience and identifying practical, long-term solutions to reduce vulnerabilities. This study will help communities prioritize facilities to act as Resilience Hubs that can be powered by solar energy and battery storage, creating safe, reliable spaces for residents during extended power outages. As part of this program, the Office of Sustainability and internal and external stakeholders, will pilot an Energy Resilience Assessment tool, as a way to understand vulnerabilities to power outages in Richmond's East End (census tracts 201, 202, and 204). This funding directly supports the following objectives from the RVAgreen 2050 Climate Equity Action Plan:

- **BE-2.1 Residential Energy Burden:** Implement measures to reduce the energy burden of Richmond's most vulnerable communities and improve residential resilience to climate change.
- **C-2.4 Resilience Hubs:** Create neighborhood resilience hubs in frontline communities.

Award Terms

The Office of Sustainability will be awarded \$10,000 for their participation in the Virginia Energy Resilience Study and return of the following deliverables:

- Completion of the Virginia Community Energy Resilience Workbook and Scoring Tool
- A meeting with Virginia Energy's engineer to receive design for solar + storage for community facility that could act as a Resilience Hub



OFFICE OF SUSTAINABILITY

The \$10,000 award can be used following submission of deliverables to support energy resilience planning activities in Richmond's East End. There is no period of performance for this award.

- Virginia Energy must make award payments **by September 30th** to comply with federal grant requirements. Their request for a 90-day extension was recently denied.
- ***If we are unable to accept the funds by September 30th, we will lose this award***

Request

Pursuant to **City Code Section 2-89. - Acceptance of gifts.** (a) The Chief Administrative Officer, for and on behalf of the City, is hereby authorized to accept gifts, donations, bequests or grants of money, securities, personality or in-kind services of a value up to and including \$25,000.00.

- Because an Ordinance is not required to accept funds of \$10,000, the Office of Sustainability is requesting CAO signature to the Virginia Energy Resilience Study contract before the September 20th invoice deadline.
- The contract from Virginia Energy has been approved as to form by the City Attorney
- ***Virginia Energy will send contract directly to CAO's office and request electronic signature via BoxSign***
- An Ordinance to appropriate funds to a Special Fund in the Office of Sustainability is under review with the City Attorney's office
- Ordinance introduction is expected September 22, 2025
- We need only to accept the funds by September 30, 2025; appropriation of the funds can be after this date

Timeline

- June 27, 2025: Notification of Award
- August 8, 2025: Receipt of Contract
- August 20, 2025: Contract approved as to form by City Attorney's Office
- August 26, 2025: O&R documents will be routed to CAO's office
- **September 20, 2025:** Invoice for \$10,000 due to Virginia Energy
- September 22, 2025: Council introduction date
- **September 30, 2025:** Virginia Energy's subaward disbursement deadline to comply with Federal guidelines
- TBD: Council public hearing date


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Cc Oleksy, Dawn G. - OOS <Dawn.Oleksy@rva.gov>; Smart, Michael A. - OOS <Michael.Smart@rva.gov>; mail@lesliekingconsulting.com <mail@lesliekingconsulting.com>; steelman@resilientvirginia.org <steelman@resilientvirginia.org>

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Once again, congratulations on this grant! Wishing you continued success as you plan and bring your vision of resilience to life.

Sincerely,

Ryan Dorland

Economic Development & Energy Analyst

Virginia Department of Energy

E-mail: ryan.dorland@energy.virginia.gov or resilience@energy.virginia.gov

Phone: 276-870-2741

Location: Big Stone Gap Office, Virginia Department of Energy

Contract Number: _____

**Virginia Department of Energy
and**

City of Richmond, Virginia

(Virginia Energy Resiliency Study)

This contract is entered into this ____ day of _____ 2025, by _____ hereinafter called the “_____”, and the Virginia Department of Energy, hereinafter called “Virginia Energy”.

WITNESSETH that _____ and Virginia Energy, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The goal of the Energy Resilience Planning Grant is to measure community energy resilience and develop a practical solution to reduce energy vulnerability, particularly due to power outages. The \$10,000.00 grant for resilience planning compensates communities for their time and participation in this project.

PERIOD OF PERFORMANCE: _____ through September 30, 2025.

APPROVED BUDGET: The contractor shall be awarded compensation based on the following approved budget of \$10,000.00.

METHOD OF PAYMENT: Upon receipt and approval of invoices with proper documentation submitted on or before September 20, 2025, the contractor shall be reimbursed by Virginia Energy in accordance with Commonwealth payment policies.

INVOICING: Virginia Energy will promptly pay Grantee after Grantee presents and an itemized invoice for the activities performed and Virginia Energy’s authorized representative accepts the invoiced activities in writing. The final invoice is due no later than September 20, 2025. Invoice must include the following:

- a. Name and address of contractor/vendor materials sold to
- b. Materials on invoice must have line item from contract
- c. Invoice Date
- d. Invoice Number
- e. Project Number/Contract Number
- f. Description of materials
- g. Unit of measure
- h. Unit price
- i. Extended price
- j. If applicable, any freight/shipping

REPORTING AND DELIVERY INSTRUCTIONS: The reporting requirements for this contract are as follows: Completion of the Virginia Community Energy Resilience Workbook and Scoring Tool (provided by Virginia Energy or contractor) to the best of the community's ability within a completion date of September 1, 2025. A virtual or in person meeting with APTIM or Virginia Energy appointed contractor to select a project and /or site incorporating solar plus energy storage within the community with a completion date of September 1, 2025.

DELIVERABLES FROM CONTRACTOR:

Upon submitting the invoice for payment, the contractor shall submit the following with the invoice:

- a. Receipt number
- b. Project number/contract number
- c. Description of materials
- d. Unit of measure
- e. Quantity and or weight of materials
- f. Date Received

DAVIS BACON AND RELATED ACT

Under the Davis-Bacon and Related Acts and Reorganization Plan No.14 of 1950, the U.S. Department of Labor is responsible for determining prevailing wages, issuing regulations and standards to be observed by federal agencies that award or fund projects subject to Davis-Bacon labor standards, and overseeing consistent enforcement of the Davis-Bacon labor standards. The Davis-Bacon and Related Acts apply to contractors and subcontractors performing federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Acts contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. Contractors shall be responsible for monitoring subcontractor's compliance. *Failure to comply with Davis-Bacon shall result in delay in payment.*

BUILD AMERICA BUY AMERICA ACT (BABAA)

If project falls under BABAA requirements, then the contractor MUST follow the BABAA guidelines. The BABAA Act required the head of each Federal agency to ensure that "none of the funds made available for a federal financial assistance program for infrastructure...may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." (Pub. L. No. 117-58 § 70914). On August 23, 2023, the Office of Management and Budget published "Guidance for Grants and Agreements (88 FR 57750). These revisions provide further guidance on implementing the BABAA Act and improve federal financial assistance management and transparency. *If applicable, all supporting documentation must be submitted before final payment is authorized.*

SUB GRANT REQUIREMENTS

Sub-grant requirements may be subject to modification in accordance with new guidance or directives issued by the federal government.

FEDERAL REQUIREMENTS:

The offeror is required to comply with the invoicing and supporting documentation requirements set forth in the CFR200 (Title 2, Part 200 of the Code of Federal Regulations). The Offeror should familiarize themselves with the applicable provisions related to financial management, invoicing, and

record-keeping, as outline in the CFR 200. <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>


SPECIAL TERMS AND CONDITIONS: The contractor must comply with the other specific General & Special Terms and Conditions included in Attachments 2-4.

CONTRACT DOCUMENTS: The contract shall consist of the following, all of which are incorporated herein:

- 1) The signed contract
- 2) Attachment 1: Planning Grant Funding Application
- 3) Attachment 2: Commonwealth of Virginia General Terms and Conditions
- 4) Attachment 3: Commonwealth of Virginia Special Terms and Conditions
- 5) Attachment 4: Federal Terms and Conditions

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to the bound thereby.

CITY OF RICHMOND



Signature
Odie Donald

Printed Name
Chief Administrative Officer

Title
09/04/2025

Date

VIRGINIA DEPARTMENT OF ENERGY

Signature

Printed Name

Title

Date

Approved as to Form



Assistant City Attorney

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

ATTACHMENT 1: APPLICATION

See next page.

Energy Resilience Planning Grants

Planning Grant Funding Application

The Virginia Department of Energy (Virginia Energy) is launching this application for Community Energy Resilience Grants through the U.S Department of Energy's Renewables Advancing Community Energy Resilience (RACER) grant program. The primary objective of this work is to measure communities' energy resilience and identify practical long-term solutions to reduce or eliminate vulnerabilities, particularly due to power outages. Ten communities will be selected to receive RACER funding, which will include up to a \$10,000 grant for resilience planning, and design drawings for a Community Energy Resilience Hub utilizing solar plus energy storage at a facility within the community. Selected communities can leverage the design drawings to apply for additional federal, state, or private grants for the purchase and installation.

Availability of grants is dependent on continued availability of federal funding.

Description of Potential Applicants

- Incorporated towns, cities, or counties
- Good financial standing
- Issues with community energy resilience, such as impacts from power outages
- Ability to form a small team of community members to conduct the community energy resiliency evaluation. The size of your team depends on how big of a community you are evaluating.

Funding Details & Deliverables: The \$10K grant is to cover staff time spent to complete the required deliverables. Thus, in order to receive the \$10K, communities must participate in the two deliverable parts of this grant and will invoice, submit their deliverable, and then receive funding.

- \$6K: Workbook Completion: The workbook must be completed as a deliverable prior to receiving any funds or services. The workbook for Incorporated Communities is posted on the [Virginia Energy Resilience site](#).
- \$4K: Solar-Plus-Storage Design: must work with the engineering firm to provide any additional information they may need to create a meaningful design that could be used for improved community energy resiliency. Examples of solar-plus-storage resilience hub designs may be found at: <http://resilience-hub.org/what-are-hubs/>.

Application Process:

- **Review the instructions, disclaimers, and references located at the end before completing this application.**
- Submit either a Word or PDF version by the deadline.
- Please respond to each question in 1-2 paragraphs or bulleted lists.
- E-mail final copy to resilience@energy.virginia.gov by the submission deadline

Submission Deadline:

~~Friday, March 14, 2025 at 5pm, Extended to Monday March 31st, 2025 at 5pm~~

We are accepting rolling applications until all grants are allocated

Selection Information:

- Applicants will be notified of selection within ten (15) business days of the submission deadline.
- A selection does not guarantee a grant award as all Terms & Conditions must be met including financial eligibility vetting for grant funds.

Energy Resilience Planning Grants

Planning Grant Funding Application

The Virginia Department of Energy (Virginia Energy) encourages applicants to submit requests with the greatest potential to achieve the energy resilience planning goals set forth by the Virginia Energy Resiliency Study Program.

Review the instructions, disclaimers, and references located at the end before completing this application.

General Information

Project Location City/County: Richmond, VA
Project Location (Physical) Address [Address of resilience hub location if known at time of application]: East End, Richmond. Census tracts: 201, 202, 204, 301
Impacted Communities (If beyond Project Location City/County): East End neighborhoods, including residents in Richmond's public housing units (Gilpin, Whitcomb, Fairfield, Mosby, former Creighton Courts)
Grant Funding Requested <input type="checkbox"/> Workbook Only (\$6,000 Grant) <input checked="" type="checkbox"/> Design Drawings + Workbook (\$10,000 Grant)
Resilience Workbook Completion <input type="checkbox"/> We have completed the workbook at the time of this application <input checked="" type="checkbox"/> We will have completed the workbook by <u>August 15, 2025</u> (date).
Any Anticipated Project Partners? (e.g. Other Local Governments, Civic Organizations, Private Business, etc.) that will have a direct role in energy resiliency planning: City of Richmond (Office of Sustainability, Office of Community Wealth Building, Emergency Management, Housing and Community Development); Virginia Department of Health (Richmond and Henrico Health Districts); Potential East End community partners: Boys and Girls Club, Life Church RVA, Community Action Network

Primary Applicant Information

Municipality Name City of Richmond	Contact Person Michael Smart	Title Sustainability Engagement Coordinator	E-mail address michael.smart@rva.gov
Street or P. O. Box 900 E. Broad St.	City Richmond	State VA	ZIP CODE 23219-1907
			Telephone Number 804-646-5211

Secondary Contact (from primary applicant or partner)

Organization Name City of Richmond	Contact Person Dawn Oleksy	Title Energy Manager	E-mail address dawn.oleksy@rva.gov
Street or P. O. Box 900 E. Broad St.	City Richmond	State VA	ZIP CODE 23219-1907
			Telephone Number 804-646-6913



Energy Resilience Planning Grants

Planning Grant Funding Application

Community Energy Resilience Needs Summary

Provide a brief, 1-2 paragraph summary **that clearly and concisely explains your community's needs for an energy resilience planning grant.** For example, you may discuss any energy outages your community has experienced, and difficulties encountered due to the outages.

Nearly 70% of Richmond residents live within a disadvantaged community. The city's legacy of slavery, followed by racial segregation through redlining in the 1930s, created entrenched patterns of inequality that persist today. These roughly 145,000 residents face multiple burdens, including inequalities of wealth, increased energy costs, aging infrastructure, and lack of access to healthy food, green spaces, and transportation. On average, more than half (52.07%) of residents living in disadvantaged communities fall below 200% of the Federal Poverty Line and more than half are non-white. Residents living in these underserved areas are disproportionately affected by climate-change related impacts, including extreme heat, severe weather, and flooding, and often have fewer resources to recover from these adverse events.

The City's Climate Equity Action Plan, *RVAgreen 2050*, outlines priority actions to help frontline communities adapt to increased climate threats. This includes addressing residential energy burden, exploring renewable energy opportunities to reduce dependence on the electrical power grid, developing urban heat and flood mitigation strategies, and working with community partners to identify potential Resilience Hub locations. Energy resilience is a part of the City's overall community resilience strategy - increased vulnerabilities to more intense storms and heat events, also mean increased vulnerabilities to energy outages. Richmond is particularly challenged by an aging housing stock and infrastructure. A recent Resilience Assessment completed by Fernleaf found that 21% of all parcels City-wide are at high risk for flooding, and of these over 30% are multi-family properties, often part of the City's affordable housing stock, and that the majority of Richmond's census tracts face extreme heat vulnerabilities. Those same census tracts that experience high heat vulnerability, are often also experiencing high energy burdens and/or don't have AC at all. In January 2025, the City's Water Treatment Plan experienced a catastrophic power failure that resulted in flooding and system-wide damage. This crisis left Richmond and surrounding counties without water or under a boil advisory for nearly a week, closing schools, businesses, and putting the most vulnerable residents at risk.

Because much of Richmond faces resilience challenges, we would like to focus this initial energy planning resilience work on a smaller area in Richmond's East End. These historically underserved neighborhoods experience high vulnerability to extreme heat, have some of the highest energy burdens in the City (above 10%), and are the most socially vulnerable. This four census tract area is also home to 5 of 6 City public housing developments (Gilpin, Whitcomb, Fairfield, Mosby, and former Creighton Courts), which have been designated as "priority neighborhoods" for investment in the Richmond 300 master plan. The area is the focus of redevelopment to address deteriorating infrastructure and provide better access to services and economic opportunity. During the 2025 Water Crisis, public housing residents were doubly impacted, given their reliance on a boiler heating system and greater challenges in accessing the water distribution centers (e.g. the elderly, mentally-impaired, and residents without vehicles). The concentrated population of these developments also increases their overall vulnerability. During periods of extreme heat, these communities can experience greater challenges, given there is no centralized cooling system, and A/C units, if owned at all, are inefficient and often fail.

This grant would support our ongoing resilience work and jumpstart our community and internal conversations around Resilience Hub planning, specifically in our East End neighborhoods. It will also provide an opportunity to identify a potential Resilience Hub location in the East End and reduce the financial burden of assessing feasibility of solar + storage.



Energy Resilience Planning Grants

Planning Grant Funding Application

Resilience Planning Details

Provide a brief description of any energy resilience planning efforts that your community has undertaken in recent years. Describe how planning a resilience hub or solar-plus-storage project would benefit your community. Past efforts or absence of efforts will not impact your community's ability to receive a grant.

In its role to implement *RVAgreen 2050*, the Office of Sustainability (OOS) is working towards several key strategies that address energy resilience in the City's frontline communities, including initiatives related to residential energy burden and early-stage community resilience hub planning. Median residential energy burden for Richmond's LMI households is 8.4%, which is over three times the median for Richmond households overall, and disproportionately affects Black and Brown communities. This contributes to a cycle of housing and economic instability that also increases the risk of eviction and illness related to urban heat. In some of the most vulnerable parts of the City (like the East End), local energy burden exceeds 10%. Using EECSBG funding, OOS is working with 60 households in Housing and Community Development's Healthy Homes Program to perform home energy audits, install energy saving fixtures, and connect low-income homeowners with other energy efficiency incentives. Outreach and education is a large part of this program; residents receive program and educational materials at the time of service and have access to community workshops. The OOS will also be completing an electrification benefits case study for use in outreach. The OOS is also partnering with Community Climate Collaborative, as part of a larger energy burden study in Central Virginia, to better understand the drivers of Richmond's energy burden and actively map disparities between households based on socioeconomic factors, housing tenure, and building age. This data will be used to prioritize projects around urban heat mitigation, housing affordability, and green building in the neighborhoods that are most in need of these investments, and to spur conversations around low-income residential and community solar. Last spring, Richmond was selected to receive funding from the DOE Energy Futures Grant to develop a deployment-ready "Energy Savings Action Hub" program for Greater Richmond residents that will provide a one-stop shop for navigating home energy retrofit assistance, including comprehensive home energy audits, referrals to vetted contractors, access to applicable economic incentives, and applications for project financing. After some initial planning, this multi-jurisdictional effort has been paused due to program uncertainty during the new Federal Administration.

The OOS is still in the early phases of planning for community Resilience Hubs. Currently, the focus is on building community partnerships, and identifying the appropriate stakeholders in each of the City's nine districts to facilitate community conversations around resilience and to choose potential Hub locations. OOS staff are also beginning the process of convening internal stakeholders (Office of Emergency Communications, Parks and Recreation, Richmond Public Libraries, Office of Strategic Communication, Neighborhood Services, Police, Human Services, Planning, and Richmond Public Schools). Additionally, the City is participating in a FEMA-funded Resilience Hub planning initiative led by Plan RVA to conduct a comprehensive needs assessment and develop a regional implementation plan. This project will also identify and prioritize resilience hub locations across urban, suburban, and rural areas; address housing and long-term vulnerability needs; form a Resilience Collective of local agencies/organizations; and develop activation and communication strategies. This framework will guide localities as they prepare to implement their own Resilience Hubs. Even though planning for the City's longer-term Resilience Hub strategy is just beginning, the City has nearly completed (Fall 2025) work on the new T.B. Smith Community Center in Southside, which can shelter residents during periods of extreme weather and other power disruptions. The design for the new LEED Silver facility was driven by community priorities, and will include backup power (generator) and a rooftop solar array that can generate 275 MWh annually.

Planning for Resilience Hubs is already part of the work of the Office of Sustainability, but there is a critical need to accelerate these efforts, given the already pressing challenges facing Richmond's low-income

Energy Resilience Planning Grants

Planning Grant Funding Application

residents. This opportunity will allow us to have targeted community conversations, convene the right stakeholders, consider options for Hub locations and assess feasibility of solar + storage - ultimately putting us on a path to greater community resilience and ensuring health and safety of our residents during periods of disruption.

Stakeholders and Community Engagement

Identify important stakeholders in your community who may be interested in engaging in energy resilience planning or taking part in any public energy resilience meetings. Are these stakeholders currently engaged in any form of resilience planning? For example, your community may have a group already involved in resilience planning, or you may have a couple of individuals involved with zoning or planning that may be involved as part of your team.

What is the readiness of your community to have discussions related to energy resilience and potential of solar plus storage to be part of any energy resilience solution? Are there any barriers to be aware of to including solar plus storage as part of an energy resilience plan?

Stakeholders and engagement:

As mentioned above, we are in the process of convening an internal group of stakeholders, and hope to use this VA Energy workbook activity as a way to accelerate conversations around resilience planning and align goals. We have also identified potential community organizations in the East End that would be interested in partnering and anticipate additional partners joining us as the planning process evolves. Plan RVA is conducting a regional planning Resilience Hub initiative, and City staff have been participating in those conversations. The Office of Emergency Management currently conducts a Disaster Preparedness Public Outreach and Education Program and has also provided targeted preparedness education and basic emergency kits to public housing communities. Coordination of resilience planning efforts between City departments and external partners/agencies is a next step in meeting shared resilience goals. Below are a list of initial stakeholders:

- Boys and Girls Club of the East End (2 locations: Chimbarazo and Fulton Hill)
- Life Church RVA
- Community Action Network (Peter Paul neighborhood civic organization)
- Peter Braun (Virginia Department of Health)
- Maria Duster (Community Climate Collaborative)
- James Davis (Office of Community Wealth Building)
- JJ Minor (Office of Housing and Community Development; President of local chapter NAACP)
- Kathleen Robins (Office of Emergency Communications)
- Joe Sarver (Richmond Redevelopment and Housing Authority)

Community readiness:



Energy Resilience Planning Grants

Planning Grant Funding Application

The Richmond community is very ready to have discussions related to energy resilience, especially on the heels of the recent Water Crisis, which was an unfortunate reminder that our aging infrastructure is highly vulnerable, and that disruptions will and do affect low-income residents more severely. Additionally, the Office of Sustainability, VDH, and partner community organizations are already doing work around extreme heat in Richmond's most affected neighborhoods. We see these conversations around energy resilience and urban heat coalescing. There is a strong and pressing need to advance the planning around Resilience Hubs, as residents need spaces that can provide A/C during increasingly hot days, and localized emergency events (such as the Water Crisis) highlight gaps in distribution of resources. In addition to providing a trusted place of refuge, Resilient Hubs will showcase a number of "resilience" components, be a community gathering space, and serve as a location for resident outreach and engagement. Resilient power will be an important part of our overall Resilience Hub strategy, and a best-case scenario for identified facilities; however, there are financial barriers to this component. An additional barrier is finding a community facility where rooftop solar is viable. The City is in the process of a solar feasibility study with Dominion to ascertain top candidates for roof-top solar on municipal buildings. While Hub location selection will be driven by resident engagement, we recognize in some instances, a best location may be a municipal building (e.g. community center or school).

Energy Resilience Planning Grants

Planning Grant Funding Application

Scoring Rubric

<u>Criteria</u>	<u>Strongly Disagree</u>	<u>Disagree</u>	<u>Neutral</u>	<u>Agree</u>	<u>Strongly Agree</u>	<u>Comments</u>
Participants(s) have the ability to accept funds and planning services from Virginia Energy and/or contractors.	1	2	3	4	5	
Participant(s) have identified a team, partners or stakeholders to assist in community energy resilience planning.	1	2	3	4	5	
Participant(s) have provided adequate information for demonstration of need of an energy resilience planning grant.	1	2	3	4	5	
Participant(s) have indicated a willingness to engage in discussions related to energy resilience planning.	1	2	3	4	5	

Energy Resilience Planning Grants

Planning Grant Funding Application

NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE



Signature

Interim Chief Administrative Officer

Title

Sharon L. Ebert

Printed Name

6/18/25

Date

DISCLAIMERS:

- Applicant will submit a completed or mutually negotiated completed section of the Resilience Workbook and allow for public dissemination of the Engineering Design with any sensitive information removed to Virginia Department of Energy as deliverables for purposes of the Energy Resilience Planning Grant.
- This application and all material submitted as part of the application, including all project-related information if the project is selected, are subject to the Virginia Freedom of Information Act.
- Applicant must undergo financial due diligence evaluation by Virginia Energy prior to approval to receive any funds.
- Projects must follow the guidelines set forth in the Virginia Public Procurement ACT and Virginia Energy's Terms & Conditions.
- Applicants are solely responsible for regularly checking the Virginia Energy website for any addenda.

Other Documents Required Prior to Award and Final Contract Execution

1. Completed Commonwealth of VA W-9
2. Completed Financial Capabilities Questionnaire
3. Completed appropriate SF-424 Form
4. Completed Audit Certification form & Copy of two most recent audits.

References and Resources:

[Virginia Public Procurement Act](#)

Virginia General Terms and Conditions: REQUIRED GENERAL TERMS AND CONDITIONS, GOODS AND NONPROFESSIONAL SERVICES

Special Term and Condition "eVA Orders and Contracts"

**ATTACHMENT 2: COMMONWEALTH GENERAL TERMS AND CONDITIONS
COMMONWEALTH OF VIRGINIA**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at eva.virginia.gov under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, veteran status, status as military family, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000:

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods

and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

- G. **ANTITRUST**: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **OMITTED**

- I. **CLARIFICATION OF TERMS**: If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT**:

1. **To Prime Contractor**:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within

fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder physical facilities prior to award to satisfy questions regarding the bidder capabilities. The Commonwealth

further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice

to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth may terminate this agreement after verbal or written notice without penalty. Upon termination the Commonwealth may procure the goods or services contracted for from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their bids all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. **OMITTED**

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (eva.virginia.gov) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:**

The eVA Internet electronic procurement solution, web site portal eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

- (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at eva.virginia.gov.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound here under only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

Z. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.

AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

CC. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including

sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

DD. **CONTRACT EXTENSIONS:** In the event that the original term and all renewals of this contract expire prior to the award for a new contract for similar goods and/or services, the Commonwealth of Virginia may, with written consent of the Contractor, extend this contract for such a period as may be necessary to afford the Commonwealth of Virginia a continuous supply of the identified goods and/or services.

EE. **FORCED OR INDENTURED CHILD LABOR:** Applicable in all solicitations and contracts over \$10,000:

During the performance of this contract the use of forced or indentured child labor is prohibited. Any Prime Contractor shall include such prohibition in every subcontract that exceeds \$10,000 and shall be binding upon each subcontractor or vendor.

For the purposes of this section, "*forced or indentured child labor*" means all work or service exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

ATTACHMENT 3: COMMONWEALTH SPECIAL TERMS AND CONDITIONS

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **AWARD OF CONTRACT:** N/A
3. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, part or in whole, without penalty, upon 60 days' written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days' written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. **eVA ORDERS AND CONTRACTS:** The contract will result in 1 purchase order with the applicable eVA transaction fee assessed for each order.
5. **RENEWAL OF CONTRACT:** This contract may not be renewed.

ATTACHMENT 4: FEDERAL TERMS AND CONDITIONS

Special Terms and Conditions

Virginia Department of Energy (“Recipient”), which is identified in Block 5 of the Assistance Agreement, and the Office of Energy Efficiency and Renewable Energy (“EERE”), an office within the United States Department of Energy (“DOE”), enter into this Award, referenced above, to achieve the project objectives 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	Statement of Project Objectives and Milestone Summary Table
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Diversity, Equity, and Inclusion Plan

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>.
- Research Terms & Conditions (November 12, 2020) and the DOE Agency Specific Requirements (November 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>. Applicable if the Award is for research and the Award is to a university or non-profit.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by EERE.

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

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

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

Term 2. Flow Down Requirement

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

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

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

Term 4. Inconsistency with Federal Law

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

Term 5. Federal Stewardship

EERE will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Substantial Involvement

EERE has substantial involvement in work performed under this Award. EERE does not limit its involvement to the administrative requirements of this Award. Instead, EERE has substantial involvement in the direction and redirection of the technical aspects of the project as a whole. Substantial involvement includes the following:

- EERE shares responsibility with the Recipient for the management, control, direction, and performance of the Project.
- EERE may intervene in the conduct or performance of work under this Award for programmatic reasons. Intervention includes the interruption or modification of the conduct or performance of

- project activities.
- EERE may redirect or discontinue funding the Project based on the outcome of EERE's evaluation of the Project at the Go/No Go decision point.
- EERE participates in major project decision-making processes.

Term 6. Federal Involvement

A. Review Meetings

The Recipient, including but not limited to, the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with EERE. Review meetings enable EERE to assess the work performed under this Award and determine whether the Recipient has timely achieved the technical milestones and deliverables stated in Attachment 1 to this Award.

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

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

- The Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Award.
- The Recipient's actual expenditure compared to the approved budget in Attachment 3 to this Award.
- Other subject matter specified by the DOE Technology Manager/Project Officer.

B. Project Meetings

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

C. Site Visits

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

D. Technical Milestones and Deliverables

Attachment 1 to this Award establishes technical milestones and deliverables. If the Recipient fails to achieve two or more technical milestones and deliverables, EERE may

renegotiate the Statement of Project Objectives and/or Milestone Summary Table in Attachment 1 to this Award. In the alternative, EERE may deem the Recipient's failure to achieve these technical milestones and deliverables to be material noncompliance with the terms and conditions of this Award and take action to suspend or terminate the Award.

E. EERE Access

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

Term 7. NEPA Requirements

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, EERE has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Statement of Project Objectives (SOPO) approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

This authorization is specific to the project activities and locations as described in the SOPO 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 SOPO 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 8. Performance of Work in United States

A. Requirement

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

B. Failure to Comply

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

C. Waiver for Work Outside the U.S.

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the

United States under limited circumstances. The Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the information as required in the FOA that the Award was selected under.

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

Term 9. Foreign National Access

The Recipient may be required to provide information to DOE in order to satisfy requirements for foreign nationals' access to DOE sites, information, technologies, equipment, programs or personnel. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. If the Recipient (including any of its subrecipients, contractors or vendors) anticipates involving foreign nationals in the performance of its award, the Recipient may be required to provide DOE with specific information about each foreign national to ensure compliance with the requirements for access approval. National laboratory personnel already cleared for site access may be excluded.

Term 10. 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 11. Reporting Requirements

A. Requirements

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

B. Dissemination of Scientific and Technical Information

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

C. Restrictions

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

subject to release.

Term 12. Lobbying

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

Term 13. Publications

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

- *Acknowledgment*: “This material is based upon work supported by the U.S. Department of Energy’s Office of Energy Efficiency and Renewable Energy (EERE) under the Solar Energy Technologies Office Award Number DE-EE0010414.”
- *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.

The Award may be subject to a Data Management Plan as part of the Intellectual Property clause set that explains how data generated in the course of the work performed under this Award will be shared or preserved or, when justified, explains why data sharing or preservation is not possible or scientifically appropriate.

Term 14. No-Cost Extension

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

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 15. Property Standards

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

Term 16. Insurance Coverage

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

Term 17. Real Property

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

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

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

Term 18. Equipment

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

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

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

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

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

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

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

Term 19. Supplies

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

Term 20. Property Trust Relationship

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

Term 21. Record Retention

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

Term 22. Audits

A. Government-Initiated Audits

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

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

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

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

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

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

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

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

Term 25. Allowable Costs

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

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

Term 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 the Recipients fiscal year end 2023. 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:

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

C. Subrecipient Indirect Costs (If Applicable):

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

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates

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

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

ii. 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. Pre-Award Costs

As stated in the Contracting Officer's Pre-Award Costs Letter dated April 13, 2023, the Recipient is authorized to request reimbursement for costs incurred on or after October 20, 2023, if: (1) such costs are allowable in accordance with 2 CFR part 200 as amended by 2 CFR part 910, (2) such costs are not otherwise restricted by Term titled "National Environmental Policy Act (NEPA) Requirements," and (3) such costs are not otherwise restricted by any other Term. If the Recipient elects to undertake activities that are not authorized for Federal funding by the Contracting Officer in advance of DOE completing the NEPA review, the Recipient is doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share. Nothing contained in the pre-award cost reimbursement regulations or any pre-award costs approval letter from the Contracting Officer override these NEPA requirements to obtain the written authorization from the Contracting Officer prior to taking any action that may have an adverse effect on the environment or limit the choice of reasonable alternatives.

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 EERE.

D. Payments

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

E. Unauthorized Drawdown of Federal Funds

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

disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

Term 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. EERE may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to 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. Insolvency, Bankruptcy or Receivership

- A. The Recipient shall immediately, but no later than five days, notify EERE of the occurrence of any of the following events: (1) the Recipient or the Recipient's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (2) the Recipient's consent to the institution of an involuntary case under the Bankruptcy Act against the Recipient or the Recipient's parent; (3) the filing of any similar proceeding for or against the Recipient or the Recipient's parent, or the Recipient's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Recipient, under any other applicable state or Federal law; or (4) the Recipient's insolvency due to its inability to pay debts generally as they become due.
- B. Such notification shall be in writing and shall: (1) specifically set out the details of the occurrence of an event referenced in paragraph A; (2) provide the facts surrounding that event; and (3) provide the impact such event will have on the project being funded by this Award.
- C. Upon the occurrence of any of the four events described in paragraph A. of this term, EERE reserves the right to conduct a review of the Recipient's Award to determine the Recipient's compliance with the required elements of the Award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the EERE review determines that there are significant deficiencies or concerns with the Recipient's performance under the Award, EERE reserves the right to impose additional requirements, as needed, including (1) change of payment method; or (2) institute payment controls.
- D. Failure of the Recipient to comply with this term may be considered a material noncompliance of this Award by the Contracting Officer.

Term 33. Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards

- i. *Applicability.* Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to an entity (see definitions in paragraph E. of this award term).
- ii. *Where and when to report.*
 - 1. The Recipient must report each obligating action described in paragraph A.i. of this award term to <https://www.fsrs.gov>.

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

B. Reporting Total Compensation of Recipient Executives

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

and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives

- i. *Applicability and what to report.* Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
 1. In the subrecipient's preceding fiscal year, the subrecipient received:
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards)
 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- ii. *Where and when to report.* The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:
 1. To the recipient.
 2. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

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

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

E. Definitions

For purposes of this Award term:

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

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

Term 34. System for Award Management and Universal Identifier Requirements

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

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

B. Unique Entity Identifier (UEI)

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

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

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this

award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.

- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 - 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 - 2. A foreign public entity.
 - 3. A domestic or foreign nonprofit organization.
 - 4. A domestic or foreign for-profit organization.
 - 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 - 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 - 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
 - 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

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

Term 35. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 36. National Security: Classifiable Results Originating Under an Award

- A. This Award is intended for unclassified, publicly releasable research. The Recipient will not be granted access to classified information. EERE does not expect that the results of the research project will involve classified information. Under certain circumstances, however, a classification review of information originated under the award may be required. DOE may review research work generated under this Award at any time to determine if it requires classification.
- B. Executive Order 12958 (60 Fed. Reg. 19,825 (1995)) states that basic scientific research information not clearly related to the national security shall not be classified. Nevertheless, some information concerning (among other things) scientific, technological, or economic matters relating to national security or cryptology may require classification. If the Recipient originates information during the course of this Award that the Recipient believes requires classification, the Recipient must promptly:
 - i. Notify the DOE Technology Manager/Project Officer and the DOE Award Administrator.
 - ii. Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P.O. Box A; Germantown, MD 20875-0963, for classification review.
 - iii. Restrict access to the information to the maximum extent possible until the Recipient is informed that the information is not classified, but no longer than 30 days after receipt by the Director, Office of Classification and Information Control.
- C. If the Recipient originates information concerning the production or utilization of special nuclear material (*i.e.*, plutonium, uranium enriched in the isotope 233 or 235, and any other material so determined under section 51 of the Atomic Energy Act) or nuclear energy, the Recipient must:
 - i. Notify the DOE Technology Manager/Project Officer and the DOE Award Administrator.
 - ii. Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P. O. Box A; Germantown, MD 20875-0963 for classification review within 180 days of the date the Recipient first discovers or first has reason to believe that the information is useful in such production or utilization.
 - iii. Restrict access to the information to the maximum extent possible until the Recipient is informed that the information is not classified, but no longer than 90 days after receipt by the Director, Office of Classification and Information Control.

D. If EERE determines any of the information requires classification, the Recipient agrees that the Government may terminate the Award with consent of the Recipient in accordance with 2 CFR 200.339(a)(3). All material deemed to be classified must be forwarded to EERE, in a manner specified by EERE.

- If EERE does not respond within the specified time periods, the Recipient is under no further obligation to restrict access to the information.

Term 37. “Reserved”

Term 38. 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.¹
- 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

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

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 39. Conference Spending

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

Term 40. Recipient Integrity and Performance Matters

A. General Reporting Requirement

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

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

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

C. Reporting Procedures

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

D. Reporting Frequency

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

E. Definitions

For purposes of this term:

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

Term 41. 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 42. Current and Pending Support

Prior to award, the Recipient was required to provide current and pending support disclosure statements and a CV or Biosketch for each principal investigator (PI) and senior/key personnel, at the recipient and subrecipient level, regardless of funding source. In accordance with the Federal Assistance Reporting Checklist, throughout the life of the award, the Recipient must submit current and pending support disclosure statements and a CV or Biosketch for any new PI and senior/key personnel at the recipient and subrecipient level, added to the project funded under this Award within thirty (30) days of the individual joining the project. In addition, if there are any changes to current and pending support disclosure statements previously submitted to DOE, the Recipient must submit updated current and pending disclosure statements within thirty (30) days of the change. The Recipient must ensure all PIs and senior/key personnel at the recipient and subrecipient level, are aware of the requirement to submit updated current and pending support disclosure statements to DOE.

Current and pending support is intended to allow the identification of potential duplication, overcommitment, potential conflicts of interest or commitment, and all other sources of support. All PIs and senior/key personnel at the recipient and subrecipient level must provide a list of all sponsored activities, awards, and appointments, whether paid or unpaid; provided as a gift with terms or conditions or provided as a gift without terms or conditions; full-time, part-time, or voluntary; faculty, visiting, adjunct, or honorary; cash or in-kind; foreign or domestic; governmental or private-sector; directly supporting the individual's research or indirectly supporting the individual by supporting students, research staff, space, equipment, or other research expenses. All foreign government-sponsored talent recruitment programs must be identified in current and pending support.

For every activity, list the following items:

- The sponsor of the activity or the source of funding.
- The award or other identifying number.
- The title of the award or activity. If the title of the award or activity is not descriptive, add a brief description of the research being performed that would identify any overlaps or synergies with the proposed research.
- The total cost or value of the award or activity, including direct and indirect costs and cost share. For pending proposals, provide the total amount of requested funding.
- The award period (start date – end date).
- The person-months of effort per year being dedicated to the award or activity.
- Identify any overlap, duplication of effort, or synergistic efforts, with a description of the other award or activity to the current and pending support.
- Details of any obligations, contractual or otherwise, to any program, entity, or organization sponsored by a foreign government must be provided to DOE.

All PIs and senior/key personnel must provide a separate disclosure statement listing the required information above regarding current and pending support. The individual must sign and date their respective disclosure statement and include the following certification statement:

I, [Full Name and Title], certify to the best of my knowledge and belief that the information contained in this Current and Pending Support Disclosure Statement is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

The information may be provided in the format approved by the National Science Foundation (NSF), which may be generated by the Science Experts Network Curriculum Vita (SciENcv), a cooperative venture maintained at <https://www.ncbi.nlm.nih.gov/sciencv/>, and is also available at <https://www.nsf.gov/bfa/dias/policy/nsfapprovedformats/cps.pdf>. The use of a format required by another agency is intended to reduce the administrative burden to researchers by promoting the use of common formats. If the NSF format is used, the individual must still include a signature, date, and a certification statement using the language included in the paragraph above.

Term 43. 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/pf-2022-17-department-energy-interim-conflict-interest-policy-requirements-financial>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under 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 include 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 with the other requirements set forth in DOE's interim COI Policy.

Term 44. Organizational Conflict of Interest

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

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 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient is responsible for ensuring subrecipient compliance with this term.

Term 45. 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 funds and recipient cost share) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

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

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

Term 46. Participants and Other Collaborating Organizations

Prior to award, the Recipient was required to provide the following information on participants and other collaborating organizations. If there are any changes to Participants and Collaborating Organizations information previously submitted to DOE, the Recipient must submit updated information within 30 calendar days after the end of the quarterly reporting period in which the change occurred:

A. What individuals have worked on the project

List of (1) Project director(s)/Principal investigator(s) (PDs/PIs); and (2) each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort).

i. Name and role the person played in the project

The total number of months (including partial months) (Calendar, Academic, Summer) that the individual worked on this project and it what role, using the project roles identified below.

ii. Project Roles:

PD/PI

Co PD/PI

Faculty

Community College Faculty

Technical School Faculty

K-12 Teacher

Postdoctoral (scholar, fellow or other postdoctoral position)

Other Professional

Technician

Staff Scientist (doctoral level)

Statistician

Graduate Student (research assistant)

Non-Student Research Assistant

Undergraduate Student

Technical School Student

High School Student

Consultant

Research Experience for Undergraduates (REU) Participant

Other (specify)

iii. How the person contributed to the project

iv. The person's state, U.S. territory, and/or country of residence

The location from which the person collaborated (internationally or U.S.-based).

Whether this person collaborated internationally with an individual located in a foreign country and whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what the duration of stay was.

If the participant was not U.S.-based, whether this person traveled to the U.S. or another country as part of a collaboration, and, if so, where and what the duration of stay was.

B. Other organizations involved as partners

Partner organizations – academic institutions, other nonprofits, industrial or commercial firms, state or local governments, schools or school systems, or other organizations (foreign or domestic) – that have been involved with the project.

C. Other collaborators or contacts involved

Significant collaborators or contacts within the recipient's organization that may not be covered by "What people have worked on the project?" Likewise, some significant collaborators or contacts outside the recipient's organization may not be covered under "What other organizations have been involved as partners?"

Identify the state(s), U.S. territory(ies), or country(ies) of collaborations or contacts.

Term 47. Diversity, Equity, and Inclusion (DEI)

Prior to award, the Recipient submitted a Diversity, Equity, and Inclusion (DEI) Plan that described the actions the Recipient will undertake to incorporate diversity, equity, and inclusion elements in the project funded under this Award. The Recipient must meet the stated objectives and milestones set forth in its DEI Plan, which is incorporated into the Award as Attachment 5. A report on the Recipient's progress towards meeting the objectives milestones set forth in the DEI plan must be included in the continuation application.

Term 48. 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: [HUMAN SUBJECTS Human Subjects Pr... | U.S. DOE Office of Science \(SC\) \(osti.gov\)](#).

Term 49. 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.)

Term 50. 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 51. Foreign National Participation

A "foreign national" is defined as any person who is not a U.S. citizen by birth or naturalization.

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 site, information, technologies, equipment, programs, or personnel. DOE's determination to deny participation or access is not appealable.

Term 52. Post-Award Due Diligence Reviews

During the period of performance 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.

Term 53. Prohibition related to Foreign Government-Sponsored Talent Recruitment Programs

a. Prohibition

Persons participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk* are prohibited from participating in this Award.

The Recipient must exercise ongoing due diligence to reasonably ensure that no individuals participating on the DOE-funded project are participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. Consequences for violations of this prohibition will be determined according to applicable law, regulations, and policy. Further, the Recipient must notify DOE within five (5) business days upon learning that an owner of the Recipient or subrecipient or individual on the project team is or is believed to be participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. DOE may modify and add requirements related to this prohibition to the extent required by law.

b. Definitions

1. Foreign Government-Sponsored Talent Recruitment Program.

An effort directly or indirectly organized, managed, or funded by a foreign government, or a foreign government instrumentality or entity, to recruit science and technology professionals or students (regardless of citizenship or national origin, or whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometimes through illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to relocate physically to the foreign state for the above purpose. Some programs allow for or encourage continued employment at United States research facilities or receipt of federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to U.S. entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.

2. Foreign Country of Risk.

DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

Term 54. 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.

Term 55. Transparency of Foreign Connections

The Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient and subrecipients:

1. Any current or pending subsidiary, foreign business entity, or offshore entity that is based in or funded by any foreign country of risk or foreign entity based in a 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 entity 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. Each notification shall be accompanied by a complete and up-to-date capitalization table showing all equity interests held including limited liability company (LLC) and partnership interests, as well as derivative securities. Include both the number of shares issued to each equity holder, as well as the percentage of that series and of all equity on fully diluted basis. For each equity holder, provide the place of incorporation and the principal place of business, as applicable. If the equity holder is a natural person, identify the citizenship(s);

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 changes to the Recipient or the subrecipients' board of directors, including additions to the number of directors, the identity of new directors, as well as each new director's citizenship, shareholder affiliation (if applicable); each notification shall include a complete up-to-date list of all directors (and board observers), including their full name, citizenship and shareholder affiliation, date of appointment, duration of term, as well as a description of observer rights as applicable.

Should DOE determine the connection poses a risk to economic or national security, DOE will require measures to mitigate or eliminate the risk.

DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

Recognizing the disclosures may contain business confidential information, subrecipients may submit their disclosures directly to DOE.

Term 56. Foreign Collaboration Considerations

- a. Consideration of new collaborations with foreign entities, 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, organizations, and governments in which has entered in connection with its DOE-funded award scope.

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 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 1: PROJECT STATUS REPORT

Contract Number

Recipient Name

[Program Name]

[Reporting Period]

Purpose: To provide Virginia Energy with a detailed yet concise technical update on the contract's progress, including the entirety of work performed by the prime recipient, subrecipients, and contractors during the performance period. The report should provide sufficient detail to allow the team to assess the project's progress relative to the objectives and milestones.

Instructional text is provided in italics on the pages that follow. Please delete prior to submitting.

Contract Number

Recipient Name

Project Status Report – Narrative

SECTION I: Cover Page

a. Contract Number		
b. Project Title	<i>Project Title</i>	
c. Report Submission Date	<i>Date</i>	
d. Period of Performance	<i>Start: Date</i>	<i>End: Date</i>
e. Reporting Period	<i>Start: Date</i>	<i>End: Date</i>
f. Certifying Official	<i>Name</i> <i>Title</i> <i>Email address</i> <i>Phone number</i>	

Signature of Certifying Official

Date

SECTION II: Narrative

The purpose of the report is to provide a review on the items listed below. Items should be discussed in detail in their respective task sections. All significant outcomes must be described in the main body of the report. Non-applicable sections should be noted with N/A.

Major Goals and Objectives

Provide a summary of the contract deliverables. This should align with the contracted Scope of Work.

Project Tasks, Activities & Achievements

Provide a summary of work made toward achieving deliverables. This section should be a cumulative summary of tasks, activities and achievements. Break out the work completed by applicable deliverable.

1. Meetings

Date	Attendees	Purpose

2. Contract Performance Schedule

Task	Due Date	Percent Complete	Date Completed

Contract Number

Recipient Name

3. Progress against Deliverables

3.1 Deliverable 1

3.1.1 Task 1

3.1.2 Task 2

3.2 Deliverable 2

3.2.1 Task 1

3.2.2 Task 2

4. Metrics

4.1 XXXXXX

SECTION III: Special Reporting

Respond to any special reporting requirements specified in the contract Terms and Conditions.

DATE: August 15, 2025

TO: The Honorable Members of City Council

THROUGH: The Honorable Mayor Danny Avula

THROUGH: Odie Donald II, Chief Administrative Officer

THROUGH: Tanikia Jackson, Deputy Chief Administrative Officer

THROUGH: Letitia Shelton, Director of Finance

THROUGH: Meghan K. Brown, Director of Budget and Strategic Planning

THROUGH: Sharon L. Ebert, Deputy Chief Administrative Officer

FROM: Laura Thomas, Director of the Office of Sustainability

RE: Office of Sustainability | Virginia Energy Resilience Study (VERS) Virginia Energy Resilience Planning Grant (\$10,000) | Supporting Energy Resilience on the East End of Richmond

PURPOSE: To authorize the transfer of \$10,000 from the Virginia Energy Resilience Planning Grant to the Office of Sustainability to support efforts to build energy resilience in Richmond's East End.

REASON: As the City of Richmond and the Office of Sustainability continue to implement the *RVAgreen 2050 Climate Equity Action Plan*, adopted by City Council, we recognize the urgent need to build energy resilience in historically underserved communities. This funding will support planning efforts focused on East End neighborhoods specifically Census Tracts 201, 202, and 204 and help advance the development of a community Resilience Hub in the area.

RECOMMENDATION: City Council approves the \$10,000.00 from the Virginia DOE Virginia Energy Resilience Study (VERS) Virginia Energy Resilience Planning Grant to create a new special fund to support community engagement and other activities associated with energy resilience planning in Richmond's East End, as well as the completion of grant deliverables.

BACKGROUND: The Virginia Energy Resilience Study (VERS) is a statewide initiative, led by the Virginia Department of Energy, that will support economically impacted communities in measuring their energy resilience and identifying practical, long-term solutions to reduce vulnerabilities. The study will help communities prioritize facilities to act as Resilience Hubs that can be powered by solar energy and battery storage, creating safe, reliable spaces for residents during extended power outages. As part of this pilot study, the City of Richmond will:

- Receive an energy resilience profile outlining current vulnerabilities and strategies for improvement in selected East End communities.
- Receive design drawings to convert an existing community identified facility into a Resilience Hub utilizing solar plus storage.

COMMUNITY ENGAGEMENT: Grant funds will be used to support community engagement activities around energy resilience in Richmond's East End. The purpose of these activities is to inform residents about the study, gather community input, and identify a potential building to evaluate for conversion into a Resilience Hub.

FISCAL IMPACT: There is no local match required. The Department of OOS does not anticipate any impact to the city's Budget for this or Future fiscal years related to activities associated with this grant,

DESIRED EFFECTIVE DATE: upon adoption

REQUESTED INTRODUCTION DATE: September 22, 2025

CITY COUNCIL PUBLIC HEARING DATE:

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance & Economic Development

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORD. OR RES: Budget Ordinance

ATTACHMENTS:

STAFF: Thomas, Laura C., Smart Michael, A.

INTRODUCED:

AN ORDINANCE No. 2025-

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept the funds in the amount of \$10,000.00 from the Virginia Department of Energy, (i) to amend the Fiscal Year 2025-2026 Special Fund Budget (ii) to create a new special fund for the Office of Sustainability entitled – Virginia Energy Resilience Study (VERS) Virginia Energy Resilience Planning Grant, (iii) to appropriate the anticipated funds to the Fiscal Year 2026 Special Fund Budget to the Office of Sustainability’s Grant – Virginia Energy Resilience Study (VERS) Virginia Energy Resilience Planning Grant special fund, and (iv) to allocate \$10,000 to support a statewide initiative, led by the Virginia Department of Energy, that will support economically impacted communities in measuring their energy resilience and identify practical, long-term solutions to reduce vulnerabilities. The study will help communities prioritize facilities to act as Resilience Hubs that can be powered by solar energy and battery storage, creating safe, reliable spaces for residents during extended power outages.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING:

AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, is hereby authorized to accept funds in the amount of \$10,000.00 from the Virginia Department of Energy for the Virginia Energy Resilience Study (VERS) Virginia Energy Resilience Planning

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

Grant. The purpose of providing funding for the Office of Sustainability's community engagement activities around energy resilience in Richmond's East End. The purpose of these activities is to inform residents about the study, gather community input, and identify a potential building to evaluate for conversion into a Resilience Hub.

§ 2. That the Ordinance No. 2025- 057 , adopted May 12,2025 which adopted a Special Fund Budget for the fiscal year commencing July 1, 2025, and ending June 30, 2026, and made appropriations pursuant thereto, be and is hereby amended by (i) amending the Fiscal Year 2026 budget (ii) creating a new special fund for the Office of Sustainability entitled – Virginia Energy Resilience Study (VERS) Virginia Energy Resilience Planning Grant, (iii) appropriating the anticipated funds to the Fiscal Year 2026 Special Fund Budget to the Office of Sustainability's Grant – Virginia Energy Resilience Study (VERS) Virginia Energy Resilience Planning Grant special fund, and (iv) allocating \$10,000 to support a statewide initiative, led by the Virginia Department of Energy,

§ 3. That the funds received from the Virginia Department of Energy are hereby appropriated to the Special Fund Budget for the fiscal year commencing July 1, 2025, and ending June 30, 2026, by increasing estimated revenues by \$10,000.00, increasing the amount appropriated for expenditures by \$10,000.00, and allotting to the Office of Sustainability's Grant – the Virginia Energy Resilience Study (VERS) Virginia Energy Resilience Planning Grant, the sum of \$10,000.00.

§ 4. This ordinance shall be in force and effect upon adoption.