



**COMMONWEALTH OF VIRGINIA**  
**VIRGINIA DEPARTMENT OF ENERGY**

1100 Bank Street (8th Floor), Richmond, VA 23219  
Office: (804) 692-3200 | TDD: (800) 828-1120

**Grant Application**

Issue Date: 3/09/2026

Application ID: CMM26OED

Title: Fugitive Coal Mine Methane Capture & Utilization Program

Issuing Agency:

Commonwealth of Virginia  
Department of Energy (Virginia Energy)  
3405 Mountain Empire Rd.  
Big Stone Gap, VA 24219

Using Agency and/or Location

Where Work Will Be Formed

Department of Energy (Virginia Energy)  
3405 Mountain Empire Rd  
Big Stone Gap, VA 24219

Period of Performance: through September 30, 2029.

Grant Applications Will Be Received Until 5:00 PM Friday, April 10, 2026, For Furnishing the Services Described Herein.

All Inquiries for Information Should Be Directed To: [grantsapps@energy.virginia.gov](mailto:grantsapps@energy.virginia.gov)

**GRANT APPLICATIONS MUST BE SUBMITTED ELECTRONICALLY by Email to**

[grantsapps@energy.virginia.gov](mailto:grantsapps@energy.virginia.gov)

***If any part of your application contains confidential or proprietary information, please submit a redacted copy along with your grant application to ensure compliance with FOIA requirements.***

In compliance with this grant application and all conditions imposed in this call for applications, the undersigned firm hereby offers and agrees to furnish all services in accordance with the attached signed application or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and, in any schedule, attached hereto is true, correct, and complete.

Name and Address of Firm including ZIP Code:

\_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_

(Signature in Ink)

Name: (Please Print): \_\_\_\_\_

eVA Vendor ID or DUNS #: \_\_\_\_\_

EIN: \_\_\_\_\_

UEI: \_\_\_\_\_

Fax Number ( ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_

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- I. **PURPOSE:** The purpose of this Competitive Grant Application is to establish a subaward for the Virginia Methane Program: Fugitive Coal Mine Methane Capture & Utilization Program for active and abandoned mines in the Commonwealth of Virginia for 2026-2029.

Virginia Energy is seeking a subawardee(s) that will support Virginia Energy in developing Fugitive Coal Mine Methane Capture & Utilization projects and implementation for active and abandoned mines that meet federal and state requirements and furthers the Commonwealth's policy objectives, implementing the Priority Methane Reduction Projects in Virginia until fund exhaustion. The projects will require the subawardee(s) to install Coal Mine Methane (CMM) capture or destruction systems to reduce methane emissions from active and abandoned mines (both options 1 application) or abandoned mines, and if possible, beneficially reuse captured methane as a source of energy. Through this period of performance, Virginia Energy (VA Energy) aims to reduce an additional 1 million metric tons (MMT) CO<sub>2</sub>e of emissions per year as compared to baseline emissions from new or improved projects using commercialized or commercial-ready technologies. Examples include natural gas addition, on-site electricity production, energy conversion to fuel cells, use for direct manufacturing feedstock, or conversion to low-emission transportation fuel. Flaring of gas will be considered in limited circumstances (e.g. remoteness of site, in-situ methane concentrations). Existing operations and abandoned coal mines that have incorporated flaring or other reduction technologies may be considered for upgrades to lower-emission technologies.

- II. **BACKGROUND:** The Virginia Department of Environmental Quality (DEQ), in collaboration with the Virginia Department of Energy (Virginia Energy), will lead implementation of methane reduction initiatives funded through the U.S. Environmental Protection Agency's (EPA) Climate Pollution Reduction Grant (CPRG) program.

**Fugitive Coal Mine Methane Capture & Utilization** — Virginia Energy has been awarded \$79.5 million to establish and administer a program to reduce methane emissions associated with active and abandoned coal mines within the Commonwealth. The program will support the capture and beneficial utilization projects of fugitive coal mine methane, thereby mitigating high-impact greenhouse gas emissions.

Coal Mine Methane (CMM) is a highly potent greenhouse gas released from both active and abandoned coal mines. In active operations, methane is released through ventilation systems to protect miner safety. According to the U.S. EPA's Coal Mine Methane Outreach Program, Virginia has numerous active projects addressing CMM, and additional opportunities exist for capturing and destruction or using methane as priority mitigation from both active and abandoned mines.<sup>1</sup>

Capturing methane from active and abandoned coal mines, converted for beneficial use, such as energy, will enable GHG reductions across multiple sectors, offer economic benefits, provide job opportunities, ensure energy reliability and security, and provide reductions in co- pollutants.

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<sup>1</sup> <https://www.epa.gov/cmop>

\$79.5 million in competitive grant funding is available through September 2029 VA Energy seeks a subawardee(s) that will utilize these funds along with any generated program income to make a sustainable program past the period of performance.

Activities under the Program can provide proof-of-concept for innovative methods that place coal mine methane into productive uses, reducing emissions while adding value to the economy through energy production or another end-product or service. CMM emissions are a major contributor to overall GHG emissions and early investment in capture-and-use technologies can incite further development as it helps to realize cost-reductions for nascent technologies and sends positive market signals both to potential operators and entities seeking to invest in GHG reduction that the technology is viable and impactful. This Program and the projects from it could serve as a truly transformative example of a CMM capture and re-use that could be replicated across the country. The implementation of this program can transform a highly dangerous pollutant into a valuable commodity for sale to generate program income to allow for continuation of the program beyond the funding period. Renewable energy credits and tax credits may also generate program income depending on the reuse scenarios that must be reinvested in the project(s). All program income generated must follow federal requirements, including 2 CFR 200.307 and 2 CFR 1500.8.

This program has been identified as a priority for the Commonwealth as the benefits of CMM capture and recovery include reduced GHG emissions, a cleaner-burning energy source or feedstock, enhanced mine safety, and additional revenue to incentivize long-term emissions reduction. These projects would not incentivize new coal mining but would work with an existing active network of coal mines or abandoned mine properties that either do not have capture technologies or would be incorporating or upgrading technology for improved capture.

As a traditional coal mining region, Southwest Virginia will primarily see the benefits. The implementation of these projects will enable the mitigation of economic difficulties associated with the mining economy. The identification of locations must be provided in the application along with assurances of agreements needed for a successful project. Outreach to communities would take place, including a public meeting to discuss benefits and impacts of CMM capture implementation.

- III. **STATEMENT OF NEEDS:** Virginia Energy seeks support in developing Fugitive Coal Mine Methane Capture & Utilization projects design that meets federal and state requirements and furthers the Commonwealth's policy objectives, implementing the Priority Methane Reduction Projects in Virginia program under the Priority Climate Action Plan, Section 8, until fund exhaustion. The subawardee(s) will be responsible for preparing all applicable reporting and compliance materials.

The eligible subawardee(s) shall be entities engaged in methane reduction activities. The subawardee(s) will be encouraged to work with active and abandoned coal mine site owners/operators to create joint applications. Entities doing the methane reduction work will be the leads on the applications.

The scope of services includes but is not limited to the tasks outlined below:

1. The subawardee(s) will develop project(s) to reduce methane emissions from active and abandoned mines (both options 1 application) or abandoned mines through a single technology or combination of technologies, for example pre-mine drainage or advanced gas capture. The project(s) will include the following components:
  - A. Targeting emissions – additionality of methane reductions from capture and reuse. The project(s) will allow the subawardee(s) to install capture system technology on active and abandoned mines (both options 1 application) or abandoned coal mines and beneficially use captured methane as a source of energy. The total program goal is to reduce an additional 1 million metric tons (MMT) CO<sub>2</sub>e emissions from active and abandoned mine outgassing per year from new or upgraded projects using commercialized or commercial-ready uses and technologies (e.g. natural gas addition, electricity production, energy conversion to fuel cells, use for direct manufacturing feedstock, or conversion to low-emission transportation fuel), as compared to baseline emissions or required capture.
    - i. Project(s) must include estimates of methane reduction based on best available data. These estimates must subtract out any reductions from existing capture, VAM oxidation, flaring technology, or any other technology currently implemented. This must include estimates of end-use of methane contributions to CO<sub>2</sub>e, including combustion.
    - ii. Project(s) shall address mine methane emissions from abandoned mines. While it is expected that the majority of reductions will be achieved from active mines, evaluation will benefit respondents that address fugitive emissions from abandoned mines.
    - iii. Existing and abandoned coal mines that have incorporated flaring may be considered for upgrades to lower-emission technologies as part of this application.
    - iv. Allowance for piloting of new technologies on active and abandoned mines. This application allows for partnerships with technology firms or universities to incorporate near-ready technologies for methane capture and reuse.
    - v. The applicant must indicate whether these emissions savings are temporary or can be sustained as part of this program (see D).
    - vi. The project(s) must adhere to the Virginia Gas and Oil Act (Code of Virginia, Title 45.2, Chapter 16), Virginia Gas and Oil Regulations (Virginia Administrative Code, Title 4, Agency 25, Chapter 150) and decisions made by the Virginia Gas and Oil Board (Virginia Administrative Code, Title 4, Agency 25, Chapter 160).
2. Beneficial reuse as a priority. Reuse of methane will score higher than destruction alone. This could include upgrading methane to pipeline-quality gas, power and heat generation, conversion to other fuels or other alternative uses like fuel cell technology.
3. Economic impact and community benefit. Enumeration of economic impacts and specific benefits to localities (counties and/or census tracts) is required as part of this application.

4. Self-sustaining program over time. Virginia Energy envisions these projects becoming self-sustaining past the end of the performance period of the grant. A continuity plan along with detailed plans on program income and reinvestment should be included as part of this application.
5. Decommissioning/reclamation plan for closing wells and facilities.
2. Equipment installation for tests. Virginia Energy will oversee the subawardee(s) installation for CMM tests and monitoring wells.
3. Assessment and Refinement. Virginia Energy, DEQ, and the subawardee(s) will assess initial capture and reduction estimate refinement throughout the implementation period.
4. Additional Well Installations and Upgrades. Virginia Energy will oversee the subawardee(s) installations of additional wells and/or supporting upgrades needed to achieve additional methane reduction targets. This may include the piloting of innovative technology for reuse.
5. Some medium-term (2-3 years) expected outputs and outcomes are the procurement and installation of equipment for CMM with test location(s) ideally rated capable of 500 MCFD from historical data, assessment of initial capture and reduction estimate refinement through a third-party contractor, a full life cycle assessment (LCA) of processes selected for final methane reuse implementation, and an initial assessment report that will likely take two years.
6. Lastly, the long-term (3-4 years) expected outputs and outcomes are the installation of additional boreholes, facilities, equipment or upgrades to achieve a target of 1MMtCO<sub>2</sub>e per year.

**IV. GRANT APPLICATION PREPARATION AND SUBMISSION INSTRUCTIONS:**

1. GENERAL INSTRUCTIONS:
  - A. Application Response: In order to be considered for selection, applicants must submit a complete response to this request for applications. Applications must be submitted electronically by email.
  - B. Preparation:
    - i. Applications shall be signed by an authorized representative of the entity. All information requested in Part IV(2) below should be submitted. Failure to submit all information requested may result in the agency requiring prompt submission of missing information and/or giving a lowered evaluation of the application. Applications which are substantially incomplete or lack key information may be rejected by Virginia Energy. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- ii. Applications should be no longer than 20 pages, including all information requested in Part IV(B) below, unless otherwise indicated. The page limit does not include the application cover or attachments.
  - iii. All pages must be formatted to fit on 8.5- by 11-inch paper with margins not less than ½ inch on every side.
  - iv. References should be included as footnotes or endnotes. Footnotes and endnotes are counted toward the maximum page requirement.
  - v. Page numbers must be included in the footer of every page.
  - vi. Application narratives should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the application request. Emphasis should be placed on completeness and clarity of content.
  - vii. As used in this application request, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the application request, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an applicant to satisfy a "must" or "shall" requirement does not automatically remove that applicant from consideration; however, it may seriously affect the overall rating of the application.
- C. Oral Presentation: Applicants who submit applications in response to this call for applications may be required to give an oral presentation of their proposed work to the agency. Virginia Energy will schedule the time and location of these presentations.
2. SPECIFIC APPLICATION INSTRUCTIONS: Applicants are required to submit the following items as a complete application:
- A. Return the grant application cover sheet and all addenda acknowledgments, signed and filled out as required.
  - B. A written statement to include:
    - i. Experience in providing the work and services described herein. At least one, and up to five, summaries of methane reduction projects conducted by members of your team shall be included as an attachment(s). Include contact information and a brief description of the work performed.
    - ii. Names, qualifications, and experience of personnel to be assigned to the project.

- iii. One-page resumes for up to five key personnel proposed to work on the project along with a description of their role, including whether that role is temporary or through the end of the subaward agreement shall be provided as an attachment(s).
- C. Narrative – Provide a plan to address the targets set forth in the application for active and/or abandoned mines. This should comprise of the following parts:
  - i. Agreements in place between landowners, gas owners, mine operators (when necessary), and gas companies. Partnerships with any technology companies.
  - ii. Technology proposed for reducing methane from active and abandoned mines (both options 1 application) or abandoned mines. Advance gas capture technology is allowable for active mines.
  - iii. Timeline for milestones (i.e. test wells, monitoring of wells, full implementation of emission reduction technology, etc.).
  - iv. Additional methane reduction estimates beyond currently implemented reductions.
  - v. Reuse plan for methane.
  - vi. Economic impact and community benefits plan.
  - vii. Development of a joint EPA Quality Assurance Project Plan (QAPP) with Virginia Energy within 60 days of project selection.
  - viii. Plan for program income and sustain program beyond period of performance.
  - ix. Decommissioning plan.
- D. Compliance, Reporting, and Reductions: Provide a plan to set up systems to receive relevant data for purposes of meeting EPA’s emission reduction reporting guidelines as well as method used to spot check if goals are being met.
- E. Organizational Capacity: Describe your plan for scaling up organizational capacity (staffing and other resources) to deliver on the Statement of Needs.
- F. Risk Mitigation: Describe three risks to successful implementation to be expected and how the proposed delivery model addresses them.
- G. Proprietary/Confidential Information Identification Form (Attachment B)
- H. Applicant Data Sheet (Attachment C)
- I. Lobbying Form (Attachment D)

- J. **Proposed Budget.** Indicate your proposed budget, (Attachment E.) in the document below. An accompanying 1-2 page budget narrative should be included (as an attachment) to explain proposed expenditures.

**V. EVALUATION AND AWARD CRITERIA:**

1. **EVALUATION CRITERIA:** Applications shall be evaluated by Virginia Energy using the following criteria:

<b>Evaluation Category</b>	<b>Point Value</b>
<b>History, Qualifications, and Experience</b> Demonstration of capabilities, staff experience, experience with working and complying with state and federal programs, demonstrated methane reduction projects, and statement of financial stability.	15
<b>Agreements</b> Demonstration of securing the necessary agreements between landowners, gas owners, mine operators (when necessary), and gas companies. If agreements are not secured, a plan and timeline must be included for securing all necessary agreements before awarding of a contract.	15
<b>Technical Approach and Project Management</b> Clarity and effectiveness of plan to reach additional methane reduction targets beyond currently implemented systems within budget as well as approach to managing project construction, timelines, compliance, monitoring, and reporting.	15
<b>Methane Reduction and Reuse Plan</b> 1) Plan and demonstrated ability to achieve methane emission reductions from additional capture or destruction (over any technology that is already in place) and 2) plan for beneficial reuse that results in additional reductions. 3) Prioritization of abandoned mine sites in the plan. 4) Any reuse plan shall include how program income is reinvested or utilized during and after conclusion of the project.	40
<b>Economic Impact and Community Benefits</b> Estimated impacts to the local economy, jobs preserved or created, and community benefits performance measures specific to EPA reporting identified in the application.	15
<b>Total</b>	<b>100</b>

**VI. REPORTING AND DELIVERY INSTRUCTIONS:**

1. Virginia Energy must comply with EPA and other federal regulations and procedures governing financial awards as outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200. The subawardee(s) shall be Virginia Energy's partner in ensuring all reporting and compliance requirements are met.
2. All data collection qualifying as environmental information must comply with EPA Quality Assurance Project Plan (QAPP) requirements developed jointly by the subawardee(s) and Virginia Energy and an Environmental Cross-cutter review process.
3. Collaboration with Virginia Energy to hold meetings with key community stakeholders to inform ongoing project(s) progress and improvement. The subawardee(s) and Virginia Energy will re-assess community benefit plans at the beginning of program years two and four.
4. Management of communications with Virginia Energy, including reporting and compliance support.
  - A. Weekly status meetings and ad-hoc meetings as needed, maintenance of project(s) schedules and progress trackers, and shared folders and documents.
  - B. The subawardee(s) will be responsible for preparing all applicable reporting and compliance materials on a quarterly basis.
  - C. Collection of data required for EPA's Semi-Annual, Final and Transaction and Project-Level Reporting
  - D. Initial Assessment Report. Virginia Energy, DEQ, and the subawardee(s) will develop an Initial Assessment Report that highlights key findings, strategies, and recommendations by December 2026.
5. The subawardee(s) shall submit reports conveying project status and any issues in support of Virginia Energy's compilation of reports including, but not limited to the following:

**Semi-Annual Reporting & Transaction and Project-Level Reporting**

Virginia Energy is required to submit semi-annual reports and transaction and project-level reporting to DEQ and EPA utilizing the CPRG semiannual implementation grant reporting template. The program administrator(s) will need to compile data for these reports and ensure all entities accessing CPRG funds are able to report on the following list. This list is subject to change:

- Grant progress summary
- Project type and details
- Support on narrative reporting, which may include community outreach, success stories, and challenges in implementation, emissions information, and projected GHG emissions reductions associated with each measure

- Projected co-pollutant emissions reductions associated with each measure
- Location of emissions reductions
- Methodologies and data sources for calculations
- Financial Reporting
- Additional qualitative and quantitative information about grant progress:
  - Jobs created
  - Program income (Programmatic income 2 C.F.R. § 200.307)

Final Report

Final Reporting, Project Closeout, and Ongoing Monitoring. Virginia Energy, DEQ, and the subawardee(s) will develop Final Report(s) that include assessment of technologies deployed, additional methane emission reduction, reuse, and any modification made during the project(s). The subawardee must finalize all close-out reporting requirements.

Virginia Energy must submit a final report to EPA no later than 120 calendar days after the end date of the project Period of Performance. Virginia Energy must submit a report containing detailed narratives describing program performance for the entire Period of Performance, representing an overall assessment of the implementation of Virginia DEQ's EPA-approved Workplan, supported with qualitative discussions and quantitative metrics. The subawardee(s) will provide a final comprehensive report and documentation to support the following:

- Outputs and outcomes achieved
- Assessment of technologies deployed
- Emissions captured and reused
- Descriptions and examples of community outreach
- Jobs created or retained as part of the funding
- Continuity plan for emission reduction beyond the program

The documents for the final report must be submitted ready to be published on the EPA website for public consumption and must not include any material considered to be Confidential Business Information (CBI) or Personal Identifiable Information (PII). In accordance with 2 C.F.R. §§ 200.344(f), 200.310 through 300.316, and 200.330, the subawardee(s) must account for any real and personal property acquired with federal funds.

6. Virginia Energy anticipates that Davis Bacon and Related Acts (DBRA) and Build America Buy America (BABA) may apply to the project(s). If there is a case where DBRA or BABA are applicable, the subawardee(s) will be responsible for complying, collecting and reporting the required information to Virginia Energy (including payroll validation and site visits required to comply with DBRA).

**VII. SPECIAL TERMS AND CONDITIONS:**

1. **AUDIT:** In accordance with 2 CFR 200.334, the subawardee(s) must retain all Federal award records, including but not limited to, financial records, supporting documents, and statistical records for at least three years from the date of submission of the final financial report. Virginia Energy, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. Audit requirements:
  - A. The subawardee(s) acknowledges that it is required to comply with the Single Audit Act Amendments of 1984, as amended and 2 CFR§ 200.
  - B. Virginia Energy, the Legislative Auditor, the State Auditor, and any independent auditor designated by Virginia Energy shall have such access to the subawardee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1984, as amended and 2 CFR § 200.
  
2. **CANCELLATION OF CONTRACT:** Virginia Energy reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the subawardee(s). Any contract cancellation notice shall not relieve the subawardee(s) of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
  
3. **CONTRACTS AND SUBCONTRACTS:** No portion of the work shall be contracted or subcontracted out by the subawardee(s) without prior written consent of Virginia Energy. All procurement of contracts subcontracts by the subawardee(s) must follow federal procurement procedures outlined in 2 C.F.R. §§ 200 Part D. In the event that any contractor desires to subcontract some part of the work specified herein, the subawardee(s) shall furnish Virginia Energy with the names, qualifications and experience of their proposed subcontractors. The subawardee(s) shall, however, remain fully liable and responsible for the work to be done by its contractors or subcontractors and shall assure compliance with all requirements of the subaward agreement.
  
4. **LOBBYING:**
  - A. The subawardee(s) must ensure that grant funds are not used for lobbying, which includes paying or compensating any person for influencing or attempting to influence legislators or other public officials on behalf or against proposed legislation, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement
  - B. The subawardee(s) certifies that it will not use any funds received from Virginia Energy to employ, contract with, or otherwise coordinate the efforts of a lobbyist. This requirement also applies to any contractor or subcontractor or may engage in any activities pertinent to this grant agreement.

5. **DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION:** Federal regulation 2 CFR § 200.214 prohibits Virginia Energy and subawardee(s) from purchasing goods or services with federal money from any party that has been suspended or debarred by the federal government.

The subawardee(s) represents that:

- a. It is not a corporation that has been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
- b. It is not a corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

6. **INVOICING:** All invoices submitted under this subaward shall be based solely on actual, reasonable, and allowable costs incurred in the performance of the work. The subawardee(s) and all contractors or subcontractors of the subawardee(s) shall not submit invoices based on estimates, projections, budgeted amounts, flat rates, percentage markups, or any other billing methodology not supported by documented actual costs incurred.

A. Each invoice shall be itemized and supported by sufficient documentation to substantiate all costs billed. At a minimum, invoices shall include the following information, as applicable:

1. Name and address of the contractor or vendor to whom materials or services were provided.
2. Invoice date and unique invoice number.
3. Applicable project number and/or subaward number.
4. A detailed description of the materials, services, or work performed, which shall correspond to and align with the line items contained in the subaward agreement.
5. Unit of measure, unit price, and extended price for each line item.
6. Signed and dated timesheets
7. Payroll records
8. Freight, shipping, or delivery charges, if applicable, clearly identified and itemized; and
9. Any other information reasonably required by the Commonwealth to verify the accuracy and allowability of the costs invoiced.

Invoices that include labor costs shall be supported by signed and dated timesheets and applicable payroll records demonstrating actual hours worked, rates of pay, and compliance with all applicable wage requirements.

The subawardee(s) should ensure that this actual cost-invoicing requirement, including all documentation and substantiation obligations, is expressly included in all agreements with contractors or subcontractors of subawardee(s) and shall be responsible for ensuring compliance with this provision at all tiers.

Invoices that fail to comply with the requirements of this section may be rejected, reduced, or returned unpaid. The Commonwealth may withhold payment until satisfactory documentation is provided. Submission of unallowable, unsupported, or non-actual costs may result in disallowance of costs, recovery of payments, termination of the subaward agreement, and any other remedies available to the Commonwealth under law or under this subaward.

*Invoicing MUST include actual units used, not approximate units provided on the bid schedule.*

*Virginia Energy has the right to verify the accuracy of actual units used prior to payment.*

*Redactions to Invoicing are NOT acceptable.*

7. **TRAVEL:** All travel expenses incurred under this contract shall be reimbursed in accordance with the U.S. General Services Administration (GSA) rates in effect for the year in which the travel occurs. Reimbursement requests must include:
  - Dates of travel
  - Total miles traveled, with proof of mileage (e.g., odometer reading or mapping tool printout)
  - Itemized receipts for any overnight lodging, if applicable
  - When per diem is claimed, reimbursement will be made in accordance with the applicable GSA per diem rate for the travel location and dates. [Per diem rates | GSA](#)

*All documents MUST include actual units purchased and actual cost to the contractor*

8. **DAVIS BACON ACT and Prevailing Wage Requirements (Flow-Down Requirement):**

If this subaward is determined to be subject, in whole or in part, to the Davis-Bacon Act (40 U.S.C. §§ 3141–3148), the subawardee(s), all contractors of subawardee(s), and all subcontractors at any tier shall comply with all applicable provisions of the Davis-Bacon Act and all applicable federal and/or Commonwealth of Virginia prevailing wage laws, as amended.

Each subawardee(s), all contractors of subawardee(s), and all subcontractors at any tier shall pay all laborers and mechanics employed directly upon the site of the work, without subsequent deduction or rebate on any account, wages and fringe benefits at rates not less than those determined to be prevailing by the United States Department of Labor under the Davis-Bacon Act and/or by the Commonwealth of Virginia, as applicable, for the locality in which the work is performed.

The subawardee(s) shall be responsible for ensuring compliance with all requirements relating to worker classifications, posting of applicable wage determinations, submission of certified payrolls, record retention, and access for inspections or audits. The subawardee(s) shall further ensure that these requirements are expressly included in all agreements with all contractors of subawardee(s), and all subcontractors at any tier.

Applicable federal Davis-Bacon wage determinations are available at: <https://sam.gov/content/wage-determinations>

Applicable Virginia prevailing wage determinations issued by the Virginia Department of Labor and Industry are available at: <https://www.doli.virginia.gov/labor-law/public-works/>

Failure by the subawardee(s), all contractors of subawardee(s), and all subcontractors at any tier to comply with this provision may result in withholding payments, termination of the award, recovery of underpaid wages, and any other remedies available to the Commonwealth under law or under this Contract.

**VIII.** **BUDGET:** Virginia Energy is interested in understanding type and level of costs for project delivery. Considering this, the applicant shall:

1. Submit a proposed budget spreadsheet to include estimated reasonable costs. This may be submitted as an attachment. Budget should include Personnel, Fringe Benefits, Travel, Equipment, Supplies, Construction, Other, Contractual, and Indirect Charges; Davis-Bacon and BABA should be considered (see CPRG Terms and Conditions).
2. In addition to submitting the spreadsheet, describe project design decisions that significantly impact total cost to deliver the Statement of Needs. Virginia Energy understands that pricing will depend in part on market decisions and requests pricing schedules reflecting the overall approach outlined in the application.

Costs must be allowable, allocable, and reasonable in accordance with the applicable Federal cost principles referenced in 2 CFR 200. The cost principles for commercial organizations are in Federal Acquisition Regulation (FAR) Part 31.

**IX.** **DEFINITIONS:**

An abandoned mine is a mine (opening or excavation in the earth for the purpose of extracting minerals – in this case coal) where mining operations have occurred and (1) the applicable reclamation bond has been released or forfeited or (2) if no reclamation bond or other reclamation assurance has been posted, mining has not occurred in the past 5 years or an underground mine or mine section that no longer has an active mine license. Report No. 2022-INF-037. Office of Inspector General, US Department of the Interior. Jan. 2023.

**X.** **ATTACHMENTS**

- A. **Climate Pollution Reduction Grant (CPRG) Terms & Conditions, U.S. Environmental Protection Agency**
- B. **Proprietary/Confidential Information Identification Form**
- C. **Applicant Data Sheet**
- D. **Certification Regarding Lobbying Form**
- E. **Budget Spreadsheet Attachment**

## **ATTACHMENT A**

### **Climate Pollution Reduction Grant (CPRG) Terms and Conditions, U.S. Environmental Protection Agency**

#### **Administrative Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>

[/www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later](https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later)

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at:

<https://www.epa.gov/grants/grant-terms-and-conditions#general>.

#### **A. Correspondence**

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) with a copy to the Grants Specialist of record
- MBE/WBE reports (EPA Form 5700-52A): [R3 MBE-WBE Reports@epa.gov](mailto:R3_MBE-WBE_Reports@epa.gov) with a copy to the Grants Specialist of record
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Grants Specialist and Project Officer of record.
- Payment requests (if applicable): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov)
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Project Officer of record

## Programmatic Conditions

### A. Deliverables

The first phase of the Climate Pollution Reduction Grants (CPRG) program provided funding for designing Priority Climate Action Plans (PCAPs) that incorporate a variety of measures (i.e., programs, policies, measures, and projects) that reduce greenhouse gas (GHG) emissions. The purpose of this CPRG Implementation assistance agreement is to implement proposed measures within a specified PCAP identified in the CPRG Implementation Grant General Competition application. All programs, policies, measures, and projects contained in the final, approved CPRG implementation assistance agreement workplan are required deliverables.

The recipient agrees to implement GHG reduction programs, policies, projects, and measures (collectively referred to as “GHG reduction measures,” or “measures”) identified in a PCAP developed under a CPRG planning grant and included in the CPRG implementation grant workplan. The recipient agrees to ensure that each is successfully implemented before the end of the grant project period. The recipient agrees to successful project implementation, which includes the process of putting a decision or plan into effect, executing the program, policies, projects and/or measures, not just planning or designing the programs, policies, projects and/or measures. The recipient agrees to adequately describe the actual environmental outputs and outcomes achieved, including actual GHG emissions reduced, not just the expected outputs and outcomes of the proposed measures. Clean Air Act (CAA) section 137 also requires that CPRG Implementation grant recipients address the degree to which a grant reduces GHG emissions in total and with respect to low-income and disadvantaged communities, where “greenhouse gas” refers to the air pollutants carbon dioxide (CO<sub>2</sub>), hydrofluorocarbons (HFCs), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), perfluorocarbons (PFCs), and sulfur hexafluoride (SF<sub>6</sub>).

To the best of their ability, the recipient agrees to:

- implement GHG emission reduction programs, policies, measures, and projects that are expected to reduce GHG emissions (or enhance GHG removals) by the estimated cumulative total GHG emission reductions from the final approved workplan;
- only report emission reductions occurring as a result of CPRG funding; and
- only report emission reduction data in units of million metric tons of carbon dioxide equivalent (MMTCO<sub>2</sub>e) where appropriate, calculated using the global warming potentials (GWP) in the International Panel on Climate Change's (IPCC) Fifth Assessment Report.

Refer to the Notice of Funding Opportunity, EPA-R-OAR-CPRGI-23-07

([https://www.epa.gov/system/files/documents/2023-09/CPRG\\_General\\_Competition\\_NOFO.pdf](https://www.epa.gov/system/files/documents/2023-09/CPRG_General_Competition_NOFO.pdf)), Appendix B, Global Warming Potentials for GHGs, for details about how to apply GWP values for different gases.

For the measures included in the final, approved assistance agreement work plan, the recipient agrees to provide transparent GHG emission reduction estimates based on high-quality, thorough, reasonable, and comprehensive methodologies, assumptions, and calculations. Examples of tools that could be used to assist in these GHG quantifications can be found at: <https://www.epa.gov/inflation-reduction-act/climate-pollution-reduction-grants>.

## **B. Final Approved Work Plan and Modifications**

The recipient agrees to implement the measures in the EPA-approved work plan that will achieve significant cumulative GHG reductions by 2030 and beyond.

Recipient agrees to carry out the project in accordance with the final approved workplan. Recipients are required to report deviations from budget or project scope or objective, and must request prior written approval from the EPA:

- For any change in the scope or objective of the project or program (even if there is no associated budget revision requiring prior written approval);
- For change in key personnel (including employees and contractors) that are identified by name or position in the Federal award;
- For the disengagement from a project for more than three months, or a 25% reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project director or principal investigator;
- For the inclusion of costs that require prior approval in accordance with 2 CFR Part 200 Subpart E— Cost Principles or 48 CFR part 31, “Contract Cost Principles and Procedures,” as applicable;
- For the transfer of funds budgeted for participant support costs as defined in 2 CFR Section 200.1 Definitions to other budget categories;
- For the subawarding, transferring or contracting out of any work under the award;
- Changes in the total approved cost-sharing amount
- When the need arises for additional Federal funds to complete the project.

Proposed modifications to the approved work plan or budget, including additions,

deletions, or changes in the schedule, shall be submitted in a timely manner to the EPA Project Officer for approval. Depending on the type or scope of changes, a formal amendment to the award may be necessary. Major project modifications may include but are not limited to: changes to the approved environmental results, outputs or outcomes, types and number of affected devices or equipment, the approved types of emission reduction technologies to be implemented, specific programs or policies to be adopted, or changes to the approved project location(s). Any change that would significantly alter the cumulative GHG reductions achieved by 2030 and beyond and affect the achievement of community benefits, especially in low- income and disadvantaged communities, may not be allowed. The recipient shall not make changes to the proposed activities in the EPA-approved work plan without prior written approval from the EPA. The recipient shall contact the EPA Project Officer with the proposed changes; however, depending on the type of change, the Agency Award Official or Grant Management Officer may need to make the final determination. If issues regarding proposed measures arise that cannot be resolved, the EPA may elect to terminate the assistance agreement, and/or if applicable, recover ineligible expenditures from the recipient. Any significant changes to the approved work plan that would result in undermining the integrity of the award competition will not be approved.

For grants that are awarded to a recipient that is serving as the lead for a coalition under the CPRG program, the recipient agrees to abide by the terms set out in the Memorandum of Agreement (MOA), including the roles, responsibilities, and commitments that each partner will provide to ensure project success, the operating model for the coalition, and the resources that each partner will contribute to the project. As established in the CPRG coalition's MOA, the lead applicant is accountable to the EPA and accepts full responsibility for effectively carrying out the full scope of work and proper financial management of the grant. Coalition members who are grant subrecipients are accountable to the lead applicant for proposed use of EPA funding and successful project implementation. The recipient shall not make changes to the signed MOA without prior written approval from the EPA.

## **C. Performance Reporting and Final Performance Report**

### **1. Performance Reports - Content**

The recipient agrees to inform the EPA as soon as it is aware of problems, delays, or adverse conditions that will materially impair the recipient's ability to meet the outputs/outcomes specified in the final, approved assistance agreement work plan. The recipient agrees to inform the EPA immediately rather than waiting until the next performance report is due.

The recipient agrees to adequately describe the actual environmental outputs and outcomes achieved, not just the expected outputs and outcomes of the proposed

measures. The recipient agrees to report out on each performance measures that will be the mechanism to track, measure, and report progress toward achieving the expected outputs and outcomes for each GHG reduction measure. The recipient agrees to track and report separately on the work conducted and GHG emissions reductions for each measure (program, policy, measure, or project) specified in the final, approved assistance agreement work plan. Recipients also agree to track and report separately on the budgets for each measure.

In accordance with 2 CFR 200.329, the recipient agrees to submit semi-annual, one-year, and final performance progress reports that include brief information on each of the areas specified below. To ensure the EPA can effectively monitor progress towards the achievement of measures, the recipient also agrees to report progress for each measure identified in the final, approved assistance agreement work plan as soon as work is completed and information is available.

**a. Semi-Annual:** The recipient agrees to submit semi-annual performance reports that include brief information on each of the following areas:

(1) a comparison of actual technical progress and milestones achieved during the reporting period to the outputs/outcomes and performance measures established in the final, approved assistance agreement work plan, which may include technical changes made to the project, public events conducted, websites published, release of public-facing documents or tools, or other reportable activities described in the work plan;

(2) a consolidated budget update with separate tracking for each measure (that is, how much was spent on equipment, supplies, contractors, subgrants, etc., during the reporting period and cumulatively) and, when appropriate, additional pertinent information such as analysis and explanation of cost overruns, high-unit costs, cost-share expenditures, program income, infrastructure costs subject to Buy America, Build America (BABA) compliance, or requested budget modifications (for example, when the recipient is requesting to move funding from one budget category to another);

if necessary, a description of the reasons why any implementation timeline milestones or outputs/outcomes were missed for each measure established in the final, approved assistance agreement work plan, including the recipient's strategy to address challenges faced and/or the recipient's approach to ensure that the approved outputs/outcomes for each measure will be achieved within the period of performance;

(3) documentation of community engagement activities conducted in low-income and disadvantaged communities for each measure, which describes how the activities were publicized, categorizes respondents/attendees (e.g., the number of people from Tribal governments, federal government, state government, local government, nonprofits, for profits, universities, and the public), explains how input from participants was

considered in decisions for implementing the measure, and details how meaningful engagement with low-income and disadvantaged communities will be continuously included in the development and implementation of the measure;

(4) as applicable, strategies for mitigating environmental risks;

(5) a description of any climate resiliency planning, siting, design, and operation of the project.

(6) as applicable, updates to individuals, including those from coalition members, who serve as key contacts and/or any changes to the roles and responsibilities of key contacts involved in each measure and the reason(s) for the change(s);

(7) as applicable, updates regarding which organizations have the authority to implement each measure and the reason(s) for the change(s);

(8) as applicable, updates regarding changes to contracts, subgrants, and participant support costs;

(9) as applicable, progress on generating high-quality jobs with a diverse, highly skilled workforce and support of strong labor standards; and

(10) summary of anticipated activities for the next 6-month reporting period.

**b. One-year report:** As part of the second semi-annual progress report (*i.e.* the more detailed one-year report), the recipient agrees to report the additional data to the EPA. The reporting template will be made available to grant recipients through an electronic data interface to be specified by EPA upon approval of the Information Collection Request. This includes co-pollutant emissions reductions of each pollutant impacted by each measure, the sector impacted, and the county in which the emissions change. In addition, the recipient agrees to report the Climate and Economic Justice Screening Tool (CEJST) Census tract IDs or the EPA's EJScreen Census block group IDs for areas affected by GHG reduction measures, consistent with the EPA's definition of low-income and disadvantaged communities for the CPRG program.

**c. Final Report:** The recipient also agrees to submit a detailed final report and to report certain data associated with the final report to the EPA. The reporting template will be made available to grant recipients through an electronic data interface to be specified by EPA upon approval of the Information Collection Request.

#### **d. Subaward Performance Reporting**

Subawards establish a financial assistance relationship under which the subrecipient's employees and contractors implement programs and projects to accomplish the goals

and objectives of the grant.

Subrecipients (which includes Coalition members) are subject to the same federal requirements as the pass-through entity. (For more details, see General Terms and Conditions 8. Establishing and Managing Subawards, applicable provisions of 2 CFR Part 200, the EPA's Subaward Policy). The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

- (1) Summaries of results of reviews of financial and programmatic reports.
- (2) Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- (3) Environmental results the subrecipient achieved.
- (4) Summaries of audit findings and related pass-through entity management decisions.
- (5) Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

As with any EPA grant with a grant recipient subawarding to subrecipients, the grant recipient is accountable to the EPA and accepts responsibility for carrying out the full scope of work and proper financial management of the grant. In the event that a coalition member withdraws, the grant recipient continues to be subject to the EPA's terms and conditions for the grant, the subaward policy, and EPA grants policy. In circumstances where the EPA deems that the withdrawal of a coalition member fundamentally alters the project or jeopardizes the project's success, the EPA will consider appropriate remedies and reserves the right to terminate an awarded grant (see 2 CFR 200.339 through 343)

## **2. Performance Reports - Frequency**

The recipient agrees to submit **semi-annual** performance reports electronically to the EPA Project Officer within 30 days after the six-month reporting period ends. Semi-annual reports are due according to the following schedule. If a due date falls on a weekend or holiday, the report will be due on the next business day. If a project start date falls within a defined reporting period, the recipient must report for that period by the given due date unless otherwise noted. This semi-annual reporting schedule shall be repeated for the duration of the award agreement.

October 1 – March 31 Reporting Period:

report due April 30 April 1 – September 30

Reporting Period: report due October 30

As part of the second semi-annual performance report that is submitted one year after the grant award, the recipient agrees to submit the **one-year** performance report that includes the additional details specified above in section C.1.b.

**The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.**

#### **D. Allowable and Unallowable Activities**

The recipient agrees to only use this CPRG Implementation grant award funding to implement measures in the EPA approved workplan for this CPRG Implementation grant and follow the grant Terms and Conditions.

All costs charged to the award to support these activities must meet the requirements for allowability under 2 CFR Part 200, Subpart E as well as applicable provisions of 2 CFR Part 1500. In addition, the recipient agrees to obtain prior approval from the EPA Award Official prior to the expenditure of the award for financial assistance as well as other activities that involve acquiring real property, including related equipment purchases, if not already in the EPA approved work plan.

The recipient agrees to not use the award for the following unallowable activities: (a) activities that are not in the EPA approved work plan; (b) costs of acquiring “intangible property,” as defined in 2 CFR 200.1; (c) activities that support measures, activities or projects outside the boundaries of the ten EPA regions. The recipient also agrees not to use this CPRG award to replace existing program federal funding, but the recipient may use CPRG funds to supplement or expand existing programs. The recipient also agrees not to use the award for activities associated with defending against, settling, or satisfying a claim by a private litigant, except when either (a) the claim stems from the recipient's compliance with the terms and conditions of the award agreement or (b) the recipient has obtained prior written approval from the EPA Project Officer.

The recipient agrees to not use the award to aid regulated entities to comply with EPA regulatory requirements.

#### **E. Davis-Bacon Related Act Term and Condition**

##### **1. Program Applicability**

- a. Climate Pollution Reduction Implementation Grants.

- b. Section 314 of the Clean Air Act.
- c. Construction activities conducted under a Climate Pollution Reduction Implementation Grant.
- d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant.

## **2. Davis-Bacon and Related Acts**

Davis-Bacon and Related Acts (DBRA) (<https://www.dol.gov/agencies/whd/government-contracts/construction>) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- a. Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more;
- b. Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- c. Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

## **3. Recipient Responsibilities When Entering Into and Managing Contracts**

- a. Solicitation and Contract Requirements:

(1) Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.

(2) Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant: “By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).”

b. After Award of Contract:

(1) Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).

(2) Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

**4. Recipient Responsibilities When Establishing and Managing Additional Subawards**

- a. Include DBRA Requirements in All Subawards (including Loans): Include the following text on all subawards under this grant: “By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).”
- b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

**5. Consideration as Part of Every Prime Contract Covered by DBRA**

The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

**F. Cybersecurity**

**1. State Grant Cybersecurity**

- a. The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

b. (1) The EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user- controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or the EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by the EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or the EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and the EPA.

## **G. Climate Resilience**

To the extent practicable, the recipient agrees to incorporate current and future climate change risk in planning, siting, design, and operation of the project. Approaches for incorporating climate change risk may make use of climate change data and information (e.g., projections and emission scenarios) that are reflective of the project's anticipated lifespan. This includes consideration of the climate change risks posed to the individuals, communities, local governments, organizations, or other entities served by the project over its anticipated lifespan.

## **H. Subaward**

Refer to the General Terms and Condition, 8. "Establishing and Managing Subawards" and EPA Subaward Policy webpage (<https://www.epa.gov/grants/grants-policy->

[issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients](#)) for access to additional information, including a subaward agreement template found in Appendix D.

The recipient must include the Build America, Buy America terms in any subawards, request for proposals, or solicitations for bids, and in all contracts.

## **I. Subawards for For-profit Entities**

In addition to the EPA General Term and Condition “Establishing and Managing Subawards”, the recipient (i.e. “pass-through entity”) agrees to require that for-profit subrecipients comply with Subparts A through F of the Uniform Grant Guidance (2 CFR Part 200) and the Federal cost principles applicable to for-profit entities located at 48 CFR Part 31, with the exception of the method of payment to for-profit subrecipients must be “reimbursement” rather than “advance”. Pass-through entities must obtain documentation that the for-profit subrecipient has incurred eligible and allowable costs prior to releasing EPA funds to the subrecipient.

## **J. Equipment and Devices**

### **1. Procurement of Systems, Equipment and Devices**

When purchasing replacement systems, equipment and/or devices, the recipient agrees the replacement systems, equipment or device:

- a. will continue to perform a similar function and operation as the system, equipment or device that is being permanently rendered inoperable;
- b. will achieve the estimated emission reductions included in the EPA-approved work plan; and
- c. is consistent in its intended use, operation and location as described in the EPA-approved work plan.

The procurement of systems, equipment or devices should follow the EPA's Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements (<https://www.epa.gov/grants/best-practice-guide-procuring-services-supplies-and-equipment-under-epa-assistance>).

### **2. Operation and Maintenance**

The recipient will assure the continued proper operation and maintenance of systems, equipment and devices funded under this agreement. Such practices shall be operated and maintained for the expected lifespan of the specific measure and in accordance with commonly accepted design standards and specifications. The recipient shall include a

provision in every applicable sub-agreement (subaward or contract) awarded under this grant requiring that the management practices for the project be properly operated and maintained. Likewise, the sub-agreement will assure that similar provisions are included in any sub-agreements that are awarded by the sub-recipient.

### **3. Equipment Use and Management**

Equipment is defined as tangible personal property having a useful life of more than one year and a per- unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non- Federal entity for financial statement purposes (see Capital assets at 2 CFR 200.1 Definitions), or the amount specified in Equipment at 2 CFR 200.1. Under 2 CFR 200.313, if the CPRG grant recipient purchases equipment with CPRG federally-awarded funds, title to the equipment vests in the grant recipient and there will be no ongoing requirements for the grant recipient for the purchased equipment after the end of the grant period.

These conditions must be met by the grant recipient for equipment use and management during the grant period:

- a. Use the equipment for the authorized purposes of the project during the period of performance or until the property is no longer needed for the purposes of the project.
- b. Not encumber the property without approval of the Federal awarding agency or pass-through entity.
- c. Use and dispose of the property as described below. Equipment use and management instructions are applicable to assistance agreement recipients and subrecipients acquiring equipment under this award. Per 2 CFR 200.313(b), state agencies may use and manage equipment acquired through a Federal award by the state in accordance with state laws and procedures. Per 2 CFR 200.313(b), Indian Tribes must use, manage, and dispose of equipment acquired under a Federal award in accordance with tribal laws and procedures.

Recipient agrees that at the end of the project period the recipient will continue to use the equipment purchased under this assistance agreement in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award. After the end of the grant period, equipment purchased under this award that is no longer needed, may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency.

Consistent with 2 CFR 200.313, unless instructed otherwise, a grant recipient may keep the equipment and continue to use it on the project originally funded through this

assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds. When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

Subrecipients are subject to the same federal requirements as the grant recipient (also known as the “pass-through entity”) and they must comply with applicable subaward provisions of 2 CFR Part 200, the EPA Subaward Policy, and the EPA's General Term and Condition for Subawards.

Under 2 CFR 200.313, if the CPRG grant recipient purchases equipment with CPRG federally-awarded funds, title to the equipment vests with the grant recipient and there will be no ongoing requirements for the grant recipient for the purchased equipment after the end of the grant period.

In this case, equipment includes systems, equipment and devices.

#### **K. Equipment Disposition for Recipients**

State agencies may dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures.

#### **L. Quality Assurance**

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement the Quality Assurance (QA) planning documents in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

##### **1. Quality Management Plan (QMP)**

a. Prior to beginning environmental information operations, the recipient must:

i. Develop a QMP,

ii. Prepare the QMP in accordance with the current version of EPA's Quality Management Plan (QMP)

Standard. Submit the document for EPA review, and

iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

**OR**

i. Submit a previously EPA-approved and current QMP,

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

b. The recipient must submit the QMP within 60 days after grant award.

c. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's Quality Management Plan (QMP) Standard.

d. The recipient must submit a QMP crosswalk with the QMP.

2. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

i. Develop a QAPP,

ii. Prepare QAPP in accordance with the current version of EPA's Quality Assurance Project Plan (QAPP) Standard,

iii. Submit the document for EPA review, and

iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

b. The recipient must submit the QAPP 60 days after project selection.

c. The recipient shall notify the PO and QAM when substantive changes are needed

to the QAPP. EPA may require the QAPP be updated and resubmitted for approval.

d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur.

e. The recipient must submit a QAPP

checklist with the QAPP. For Reference:

- Quality Management Plan (QMP) Standard and EPA's Quality Assurance Project Plan (QAPP) Standard; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- EPA QA/G-5: Guidance for Quality Assurance Project Plans.
- EPA's Quality Program website has a list of QA managers, and Specifications for EPA and Non-EPA Organizations.
- The Office of Grants and Debarment Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.

#### **M. Retention / Required Documentation**

In accordance with 2 CFR 200.334, the recipient must retain all Federal award records, including but not limited to, financial records, supporting documents, and statistical records for at least three years from the date of submission of the final financial report. The records must be retained until all litigation, claims, or audit findings have been resolved and final action has been taken if any litigation, claim, or audit is started before the expiration of the three-year period. Examples of the required records include: (1) time and attendance records and supporting documentation; and (2) documentation of compliance with statutes and regulations that apply to the project.

In accordance with 2 CFR 200.337, the EPA, the Inspector General, the Comptroller General, and the pass-through entity, or any of their authorized representatives, have the right of access to any documents, papers or records of the recipient which are pertinent to the grant award. The rights of access are not limited to the required retention period, but last as long as the records are retained.

If the demonstration projects or activities, device and/or the device components are to be sold, the recipient must comply with the program income requirements (see the Program Income section below).

#### **N. Program Audit**

The EPA will conduct random reviews of recipients to protect against waste, fraud, and abuse. As part of this process, the EPA, or its authorized representatives may request documentation from current recipients to verify statements made on the application and reporting documents. Recipients may be selected for advanced monitoring, including a potential site visit to confirm project details. The EPA, or its authorized representatives, may also conduct site visits to confirm documentation is on hand and that the project is completed as agreed upon, as well as confirm applicable infrastructure adheres to Build America, Buy America (BABA) requirements. Recipients are expected to comply with site visit requests and recordkeeping requirements and must supply the EPA with any requested documents for three years from the date of submission of the final expenditure report, or risk cancellation of an active grant application or other enforcement action.

#### **O. Use of Submitted Information**

Applications and reporting materials submitted under this competition may be released in part or in whole in response to a Freedom of Information Act (FOIA) request. The EPA recommends that applications and reporting materials not include trade secrets or commercial or financial information that is confidential or privileged, or sensitive information that, if disclosed, would invade another individual's personal privacy (e.g., an individual's salary, personal email addresses, etc.). However, if such information is included, it will be treated in accordance with [40 CFR 2.203](#). (Review EPA clause IV.a, Confidential Business Information, under EPA Solicitation Clauses (<https://www.epa.gov/grants/epa-solicitation-clauses>)).

The EPA may make publicly available on the EPA's website or another public website copies or portions of CPRG grant project information.

The EPA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, for federal purposes, submitted project photos, including use in program materials.

#### **P. Program Income**

In accordance with 2 CFR Part 200.307(b) and 2 CFR 1500.8(b), the recipient is hereby authorized to retain program income earned during the project period.

The program income shall be used in one of the following ways:

1. Added to funds committed to the project by the EPA and used for the purposes and under the conditions of the assistance agreement.

The recipient must provide a description of how program income is being used in each of its performance reports. Further, a report on the amount of program income earned during the award period must be submitted with the Federal Financial Report, Standard Form 425.

In accordance with 2 CFR 200.307(b) costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the EPA award. The recipient must retain adequate accounting records to document that any costs deducted from program income comply with regulatory requirements.

#### **Q. Participant Support Costs**

Participant support costs include rebates, subsidies, stipends, or other payments to program beneficiaries. Participant support costs are not subawards as defined by 2 CFR §200.1 and should not be treated as such. Program beneficiaries may be individual owner/operators or private or public fleet owners, however program beneficiaries cannot be employees, contractors or subrecipients of the grant recipient. The recipient may provide financial assistance and project-deployment technical assistance to enable low-income and disadvantaged communities to deploy and benefit from eligible zero emissions technologies in the form of participant support costs.

The recipient agrees to the following eligibility, restrictions, timelines, and other programmatic requirements on participant support costs:

1. Participant support costs must be reasonable, incurred within the project period and otherwise allocable to the EPA assistance agreement. Participant support costs for rebates must be supported by guidelines issued by the recipient and approved by the EPA's Award Official or Grants Management Officer, defining the rules, restrictions, timelines, programmatic requirements, reporting and transaction documentation requirements, eligibility, and funding levels that rebate beneficiaries must follow.
2. Recipient must abide by EPA Participant Support Cost regulation(s) and guidelines including but not limited to "Interim EPA Guidance on Participant Support Costs" (<https://www.epa.gov/grants/rain-2018-g05-r1>). "The EPA Guidance on Participant Support Costs" specifies requirements for rebate program approval by Authorized EPA Officials.
3. Recipient must enter into a written agreement with the program beneficiary that receives participant support costs. Such agreement should not be structured as a subaward agreement, and the administrative grant regulations under 2 CFR Part 200 and 2 CFR Part 1500, as well as the EPA's general terms and conditions do not flow

down to program beneficiaries receiving participant support costs. Such written agreement is also required if a subrecipient or contractor intends to issue participant support costs to a program beneficiary. The written agreement must:

- a. describe the activities that will be supported by rebates, stipends, subsidies or other payments;
- b. specify the amount of the rebate, subsidy, stipend, or other payment;
- c. identify which party will have title to equipment (if any) purchased with a rebate or subsidy or other payment;
- d. specify any reporting required by the program beneficiary and the length of time for such reporting;
- e. establish source documentation requirements (e.g., invoices) for accounting records; and
- f. describe purchasing controls to ensure that the amount of the participant support cost is determined in a commercially reasonable manner as required by 2 CFR 200.404.

4. Recipient must obtain prior written approval from the EPA's Award Official if recipient wants to transfer funds budgeted for participant support costs to other budget categories. If the recipient's request would result in undermining the integrity of the competition this grant or cooperative agreement was awarded under, the EPA will not approve the request.

Rebates, subsidies, and similar one-time, lump-sum payments to program beneficiaries for the purchase of eligible emissions control technologies and vehicle replacements are eligible participant support costs under this award when the program participant rather than the recipient owns the equipment, per 2 CFR 1500.1(a)(1). Engine replacements, marine and locomotive shorepower projects, and most electrified parking space technology projects are not eligible as participant support costs. Rebates can only fund a participating fleet owner's equipment purchase and installation costs (i.e. parts and labor, including costs incurred to scrap the existing vehicle); if a participating fleet owner requires funding for project administration, travel, extensive design/engineering, construction, etc., in order to carry out the project a subaward is the more appropriate option. Questions regarding the use of rebates under this award should be directed to the EPA Project Officer. Rebates are not considered subawards/subgrants as defined in 2 CFR Part 200 and should not be treated as such under this award.

## **R. Real Property**

In accordance with 2 CFR 200.311, title to real property acquired or improved under this agreement will vest upon acquisition in the recipient. This property must be used for the originally authorized purpose as long as needed for that purpose, during which time the recipient must not dispose of or encumber its title or other interests.

## **1. Disposition**

When real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from the EPA. The instructions will provide for one of the following alternatives:

- a. Retain title after compensating the EPA. The amount paid to the EPA will be calculated by multiplying the percentage of EPA's contribution towards the original purchase (and costs of any improvements) by the current fair market value of the property. However, in those situations where recipient is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
- b. Sell the property and compensate the EPA. The amount paid to the EPA will be calculated by multiplying the percentage of EPA's contribution towards the original purchase (and cost of any improvements) by the proceeds of the sale after deducting any actual and reasonable expenses paid to sell or fix up the property for sale. When the Federal award has not been closed out, the net proceeds from the sale may be offset against the original cost of the property. When directed to sell the property, the recipient must sell the property utilizing procedures that provide for competition to the extent practicable and that result in the highest possible return.
- c. Transfer title to the EPA or a third party designated/approved by the EPA. The recipient is entitled to be paid an amount calculated by multiplying the percentage of the recipient's contribution towards the original purchase of the real property (and cost of any improvements) by the current fair market value of the property.

## **2. Recordation**

As authorized by 2 CFR 200.316, the EPA requires that recipients who use EPA funding to purchase real property or to improve real property through an EPA funded construction project record a lien or similar notice in the real property records for the jurisdiction in which the real property is located which indicates that the real property has been acquired or improved with federal funding and that use and disposition conditions apply to the real property.

## **S. Signage Requirements**

## **1. Investing in America Emblem**

Recinded

## **2. Procuring Signs**

Recinded

## **T. Use of Logos**

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Virginia Department of Environmental Quality received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

## **U. Public or Media Events**

The EPA encourages the recipient to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

## **V. National Programmatic Term and Condition for Fellowship, Internship Programs and Similar Programs Supported by EPA Financial Assistance**

1. EPA funds for this program may only be used for participant support cost payments, scholarships, tuition remission and other forms of student aid for citizens of the United States, its territories, or possessions, or for individuals lawfully admitted to the United States for permanent residence.

2. The recipient and program participants are responsible for taxes, if any, on payments made to or on behalf of individuals participating in this program that are allowable as participant support costs under [2 CFR 200.1](#) or [2 CFR 200.456](#) and scholarships and other forms of student aid such as tuition remission under [2 CFR 200.466](#). The EPA encourages recipients and program participants to consult their tax advisers, the U.S. Internal Revenue Service, or state and local tax authorities regarding the taxability of stipends, tuition remission and other payments. However, the EPA does not provide advice on tax issues relating to these payments.

Participant support cost payments, scholarships, and other forms of student aid such as tuition remission are lower tiered covered Nonprocurement transactions for the purposes of 2 CFR 180.300 and the EPA's Suspension and Debarment Term and Condition. Recipients, therefore, may not make participant support cost payments to individuals who are excluded from participation in

Federal Nonprocurement programs under 2 CFR Part 180. Recipients are responsible for checking the eligibility of program participants in the System for Award Management (SAM) or obtaining eligibility certifications from the program participants.

See EPA Guidance on Participant Support Costs: <https://www.epa.gov/sites/default/files/2020-11/documents/epa-guidance-on-participant-support-costs.pdf>.

#### **W. Competency of Organizations Generating Environmental Measurement Data**

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements,

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

#### **X. Geospatial Data Standards**

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

#### **Y. Health and Safety Plan**

Before beginning field work, the recipient must have a health and safety plan in place providing for the protection of on-site personnel and area residents, unless specifically waived by the award official. This plan need not be submitted to the EPA but must be made available to the EPA upon request. The recipient's health and safety plan must comply with Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120, entitled "Hazardous Waste Operations and Emergency Response."

## **Z. EPASS Security**

In accordance with Homeland Security Presidential Directive-12 (HSPD-12), "Policy for a Common Identification Standard of Federal Employees and Contractors;" Executive Order 13467, "Reforming Processes Related to Suitability for Government Employment, Fitness for Contractor Employees, and Eligibility for Access to Classified National Security Information;" and Executive Order 13488, "Granting Reciprocity on Excepted Service and Federal Contractor Employee Fitness and Reinvestigating Individuals in Positions of Public Trust," the recipient agrees to follow instructions from the EPA project officer to ensure compliance with the EPA Personnel Access and Security System (EPASS).

Prior to beginning work at an EPA facility, the recipient, or its employees or program participants, must complete either:

1. A favorable fingerprint check for recipients (and their employees or program participants) who require six (6) months or less of unescorted physical access to EPA facilities; or
2. A favorable background investigation and fingerprint check for recipients (and their employees or program participants) who require more than six (6) months of unescorted physical access to EPA facilities.

Recipients, their employees, or program participants may not be permitted access to EPA facilities until meeting these requirements.

Recipients may initiate the appropriate check through the following link: <https://cdx.epa.gov>.

Failure of a recipient, their employees, or program participants to receive a favorable fingerprint or background check, whichever is applicable, shall result in the termination of the recipient, the employees, or program participants from continued enrollment in the program.

## **AA. Foreign Entity of Concern**

The recipient agrees to not directly transfer EPA funds through a subaward, contract, or participant support costs to a foreign entity of concern (FEOC). The EPA considers FEOCs to include foreign entities that are owned by, controlled by, or subject to the jurisdiction or direction of a government of a foreign country that is a covered nation as defined by Congress in Section 40207 of the Infrastructure Investment and Jobs Act. The EPA uses the proposed interpretive rule from the U.S. Department of Energy (DOE) to provide additional guidance in determining FEOCs. See 88 Fed. Reg. 84,082

(Dec. 4, 2023). If DOE finalizes an interpretive rule that differs in material respects from the proposal, the EPA may amend the award agreement accordingly.

Additionally, the recipient agrees to develop and implement internal controls that ensure EPA funds are not directly transferred to FEOCs, including through subawards, contractors, and participant support costs.

## **AB. Historic Preservation**

### **National Historic Preservation Act (NHPA)**

Section 106 of the NHPA requires all federal agencies to consider the effects of their undertakings, including the act of awarding a grant or cooperative agreement, on historic properties, and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. The recipient must assist the EPA Project Officer in complying with NHPA if any activities funded under this grant impact a historic property. Historic properties include: (a) land or buildings listed in or eligible for listing on the National Register of Historic Places; (b) archaeologically sensitive areas or in an area where traditional cultural properties are located; and (c) properties that are associated with significant historic events, are associated with significant people, embody distinctive characteristics, and contain important precontact information.

The recipient should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with Section 106 of the NHPA.

If NHPA compliance is required, necessary Section 106 consultation activities, such as historic or architectural surveys, structural engineering analysis of buildings, public meetings, and archival photographs, can be considered allowable and allocable grant costs.

### **Archeological and Historic Preservation Act (AHPA)**

This law applies if archeologically significant artifacts or similar items are discovered after an EPA-funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above.

The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeological data that may be lost during the construction of federally-sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. The recipient must ensure that subrecipients performing construction projects are aware of this requirement, and the recipient must notify EPA if

the AHPA is triggered.

### **AC. Other Federal Requirements**

In addition to the statutes outlined in the Labor and Equitable Workforce Programmatic Term and Condition, Build America, Buy America Programmatic Act Term and Condition, Historic Preservation Programmatic Term and Condition, the recipient must comply with all federal cross-cutting requirements. These requirements include, but are not limited to:

- **Endangered Species Act, as specified in 50 CFR Part 402:** Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the reviews required under the Endangered Species Act, as applicable.
- **Federal Funding Accountability and Transparency Act:** Recipients of financial assistance awards must comply with the requirements outlined in 2 CFR Part 170, *Reporting Subaward and Executive Compensation* and in the General Term and Condition “Reporting Subawards and Executive Compensation.”
- **Farmland Protection Policy Act:** This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that programs are carried out in a manner that is compatible with the farmland preservation policies of state and local governments, and private organizations. Recipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.
- **Coastal Zone Management Act:** Projects funded under federal financial assistance agreements must be consistent with a coastal State's approved management program for the coastal zone.

For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

**ATTACHMENT B**

**Proprietary/Confidential Information Identification Form**

**PROPRIETARY/CONFIDENTIAL INFORMATION**

**SUMMARY FORM**

<b><u>SECTION/TITLE</u></b>	<b><u>PAGE NUMBER(S)</u></b>	<b><u>REASON(S) FOR WITHHOLDING FROM DISCLOSURE*</u></b>

**\*Identify the reason for withholding from disclosure in accordance with the Code of Virginia § 2.2-4342F**

**ATTACHMENT C**

**APPLICANT DATA SHEET**

Note: The following information is required as part of your response to this call for applications. Failure to complete and provide this sheet may result in finding your offer nonresponsive.

1. Qualification: The applicant must have the capability and capacity in all respects to satisfy fully all of the subaward requirements.

2. Applicant Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years      \_\_\_\_\_ Months

4. Applicant Information:

eVA Vendor ID or DUNS Number: \_\_\_\_\_

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone:(\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

B. Company \_\_\_\_\_ Contact: \_\_\_\_\_

Phone:(\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone:(\_\_\_\_) \_\_\_\_\_ Fax:(\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone:(\_\_\_\_) \_\_\_\_\_ Fax:(\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT D**

**Certification Regarding Lobbying Form**

OMB Number: 4040-0013  
Expiration Date: 06/30/2028

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>* APPLICANT'S ORGANIZATION</b> <input type="text"/>	
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>	
Prefix: <input type="text"/>	* First Name: <input type="text"/> Middle Name: <input type="text"/>
* Last Name: <input type="text"/>	Suffix: <input type="text"/>
* Title: <input type="text"/>	
<b>* SIGNATURE:</b> <input type="text" value="Completed on submission to Grants.gov"/>	<b>* DATE:</b> <input type="text" value="Completed on submission to Grants.gov"/>