

SAMPLE

STATE OF OREGON DEPARTMENT OF ENERGY  
Standard Federal Grant Agreement  
(CERTA COU Weatherization)

This Agreement is between the State of Oregon, acting by and through its Department of Energy, hereinafter referred to as “Agency,” and [ENTITY], hereinafter referred to as “Recipient.” Agency and Recipient may be referred to individually as a “Party” or collectively as the “Parties.”

I. PURPOSE AND AUTHORITY

A. Pursuant to ORS 469.030(2) and [list all relevant authority such as statutes, rule, federal award that authorizes Agency to fund the project] Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Agreement.

B.

<b>Federal Funding Agency (abbreviation):</b>	U.S. Environmental Protection Agency (“EPA”)
<b>CFDA:</b>	66.046
<b>Federal Grant Number:</b>	84101101
<b>Federal Grant Name:</b>	ODEQ Climate Pollution Reduction Implementation Grant
<b>Date of Award:</b>	10/17/2024
<b>Total amount of Federal Grant Award:</b>	\$197,181,796

C. The purpose of this Agreement is to reimburse Recipient for expenses not to exceed [\$INSERT AMOUNT] for implementing a project to [insert project description] (the “Project”).

II. TERM OF AGREEMENT

This agreement shall become effective on the date it is fully executed and approved as required by law (the “Effective Date”) and unless terminated or extended, this grant agreement expires on [INSERT DATE] (“Expiration Date”). The period from the Effective Date to [INSERT DATE] is referred to as the “Performance Period.” Agency will make no payment for any services performed or expenses incurred outside of the Performance Period.

III. AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are incorporated by this reference. The terms of Exhibits C. and D. shall control to the extent they conflict with another term of this Agreement.

- This Agreement less all exhibits;  
Exhibit A – General Definitions;  
Exhibit B – Project Description and Budget;  
Exhibit C – Federal Terms and Conditions;  
Exhibit D – DEQ/Agency Performance Agreement;  
Exhibit E – Insurance Requirements;  
Exhibit F – Federal Award Identification;  
Exhibit G – Administrative Summary;  
Exhibit H – Grant Reimbursement;

Exhibit I – RESERVED;  
Exhibit J - Invoice Template  
Exhibit K – Status Reporting and Performance Requirements;  
Exhibit L – Reporting Forms;  
Exhibit M – Lobbying and Litigation Certificate;  
Exhibit N – Federal Funding Accountability and Transparency Act (FFATA);  
Exhibit O – RESERVED;  
attached hereto and by this reference made a part hereof.

#### IV. RECIPIENT'S OBLIGATIONS

- A. Implement Project.** The Recipient will implement the Project, as described in Exhibit B, and comply with all applicable conditions.
- B. Obtain Written Amendment prior to making changes.** No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both Agency and Recipient. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
1. **When Amendment Needed.** Instances in which Recipient must request an amendment include, but not are not limited to, any of the following changes:
- a. If Recipient wants to revise the scope or objectives of the Project (as identified in Exhibit B);
  - b. If Recipient needs additional time to complete the Project beyond the Term of Agreement or Period of Performance identified in Section II of this Agreement;
  - c. If Recipient wants to change key persons in cases where specific persons are identified in Exhibit B of this Agreement;  
;
  - d. If the Recipient wants to subgrant or contract out services to a third party to perform activities which are central to the purpose of the work to be performed under this Agreement, where not already identified in Exhibit B.
2. **Amendment Process.**
- a. Any and all requests to Agency for Amendment(s) to this agreement must:
    - i. be in writing addressed to Agency's Contract Administrator;
    - ii. be made to Agency at least 60 days prior to the expiration of the agreement; and
    - iii. state the reasons for the need to amend the agreement.
  - b. Upon receipt of any request for amendment to this Agreement, Agency will review the request and
    - i. If in agreement with the request, and if necessary, seek approval from **Federal Funding Agency** promptly, and inform Recipient of **Federal Funding Agency's** decision, including the date of the approval.
    - ii. If the request is approved, prepare a written amendment for signature by Agency and Recipient.
    - iii. If an amendment is denied, submit a written notice to Recipient that the Amendment request is denied.

- C. Maintain Records.** Recipient shall create and maintain fiscal records in accordance with generally accepted accounting principles and in sufficient detail to permit Agency, the Oregon Secretary of State's Office, the Federal Funding Agency and their authorized representatives to verify how grant funds were used.
1. Expenditures. All grant revenues and expenditures shall be documented in such a way as to readily identify and distinguish revenue and expenditures specific to this Agreement from other federal and non-federal funding sources.
  2. Funds Received. Recipient shall assume liability for all funds received pursuant to this Agreement and shall assume responsibility for repayment to Agency of any expenditures not authorized by this agreement.
  3. Recipient shall retain all records (whether in electronic or hard copy form) created or maintained pertinent to this agreement (fiscal, program, and administrative) for a period of at least six (6) years from the date Recipient submits its Project Completion Report.
  4. Records related to any real property or equipment purchased under this Agreement shall be maintained for a period of six (6) years starting from the date of disposition, replacement or transfer of the real property or equipment.
- D. Provide access to records.** Recipient will provide access to Agency, the Federal Awarding Agency, the Comptroller General of the United States, the Secretary of State's Office of the State of Oregon and their duly authorized representatives to the books, documents, papers and records (whether in electronic or hard copy form) of Recipient that are directly related to this Agreement, the Project or the Grant Funds provided hereunder, for the purpose of monitoring compliance with this agreement, making audits, examinations, excerpts, and transcripts.
- E. Audits. Recipient** [*or Subrecipient if a subaward*] is responsible to comply with audit requirements and standards under 2 CFR Part 200 as amended by 2 CFR Part 910.
- F. Closeout.** Agency will close-out this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Recipient. Recipient must:
1. Submit no later than 30 calendar days after the end date of the period of performance, all financial, performance and other reports as required by the terms and conditions of this Agreement.
  2. Liquidate all obligations incurred under this Agreement within 30 days after the end date of this Agreement.
  3. Make prompt payments to its subcontractors, if any, for allowable costs under this Agreement.
  4. Must promptly refund any balances of unobligated cash that Agency paid in advance or paid and that are not authorized to be retained by the Recipient for use in other projects.
  5. Must make a settlement for any upward or downward adjustments to the award share costs after closeout reports are received.
  6. Must account for any real and personal property, if any, acquired from this Agreement.
  7. Complete all closeout actions no later than one year after receipt and acceptance of all required final reports.
- G. Inspection.** Recipient shall allow Agency to inspect the Project or its proposed location at any time during project development, installation or construction during normal working hours, following reasonable notice by Agency to Recipient.

## V. AGENCY'S OBLIGATION

**Provide funds.** Agency agrees to pay Recipient the total sum not to exceed **[\$INSERT AMOUNT]** (“Grant Funds”) to reimburse Recipient for the allowable costs of implementing the Project as described in Exhibit B upon the following conditions:

- A. Agency’s obligation to pay any amounts, perform any activities or provide any items under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under the Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- B. Agency has determined that Recipient has satisfied applicable grant conditions including each program delivery milestone as outlined in Exhibit B. Agency will pay Recipient no later than thirty calendar days (30) days following receipt and approval of Recipient’s request for reimbursement made in compliance with the requirements provided in Exhibit H.
- C. Agency will not pay for any Project work performed before the beginning date or after the expiration date of the Performance Period identified in Section II.
- D. Agency is not obligated to pay the Recipient if the Final Project Report and/or the Final Grant Reimbursement Request Form are delivered to Agency more than thirty calendar days (30) days after the expiration of the Performance Period.

## VI. STANDARD CONDITIONS

- A. **Notice.** All notices required or allowed to be given by this Agreement shall be by first- class mail or e-mail and addressed to the Administrative and Project Manager contact of each organization as listed in Exhibit G.
- B. **Circumstances outside of Parties’ Control.** Neither Agency nor the Recipient will be held responsible for delay or failure to perform when such act or delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against.

***[If the Recipient is a governmental entity use the following section “Contribution”.]***

### C. **Contribution and Indemnity; Release – Claims Other Than Torts.**

1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third-Party Tort Claim”) against a Party to this Agreement (the “Notified Party”) with respect to which the other Party may have liability, the Notified Party must promptly notify the other Party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either Party is entitled to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either Party’s liability to the other in regard to the Third-Party Claim.
2. If the Parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the Parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the Parties shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each Party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that Party had sole liability in the proceeding. This Section shall survive termination of this Agreement.

3. Recipient shall take all reasonable steps to require its subgrantee(s) and contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend (subject to ORS chapter 180), save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s subgrantee or contractor, including a contractor’s subcontractors, or any of the officers, agents, employees of the contractor (“Contractor Tort Claims”). It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by subgrantee or contractor from and against any and all Contractor Tort Claims. This section shall survive termination of this Agreement.
4. Except for Third-Party Tort Claims and Contractor Tort Claims as provided above, to the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless and release the State of Oregon, Agency, and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, and reasonable attorneys’ fees incurred (collectively, “Non-Tort Claims”), related to any actual or alleged act or omission by Recipient, or its officers, employees, contractors, or agents in connection with this Agreement the Project, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by the Internal Revenue Service, Treasury, and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project or the actions or omissions of Recipient, or its officers, employees, subgrantees, contractors, or agents.
5. Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon, or Agency of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

***[If the Recipient is not a governmental entity use the following section “Indemnity”.]***

**Indemnity.** Recipient must indemnify, hold harmless, save, and (subject to ORS chapter 180) defend the State of Oregon, Agency and their officers, agents, employees, members and assigns, from all suits, actions, claims, losses or damages of whatsoever nature, kind or description related to the Project or resulting from or arising out of the acts, omissions, neglect or misconduct of Recipient or its subcontractors, subgrantees, agents, or employees under this Agreement or related to the Project.

- D. State Tort Claims Act.** Recipient is responsible for the acts, omissions, or negligence of its own officers, employees, agents, or subcontractors. Agency is responsible to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300) only for the acts, omissions, or negligence of its own officers, employees or agents. Recipient and its officers, employees, agents, subcontractors, or volunteers are not considered “officers, employees, or agents” of the State of Oregon as those terms are used in ORS 30.265.

**E. Insurance.** Recipient shall maintain insurance as set forth in Exhibit E. Recipient shall furnish to Agency a Certificate of Insurance for the coverage and limits set forth in Exhibit E which is to be in force and applicable to the Project for the duration of the Agreement.

**F. Governing Law and Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Recipient hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. If a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon..

**G. Default.** Recipient shall be in default under this Agreement upon the occurrence of any of the following events:

1. Recipient fails to comply with a term of this Agreement;
2. Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by Agency to monitor implementation of the Project, the expenditure of Grant Funds, or the performance by Recipient is untrue in any material respect when made;
3. Recipient has failed to comply with applicable laws or administrative rules;
4. Recipient (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or any substantial portion of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or (vii) takes any action for the purpose of effecting any of the foregoing;
5. A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of 60 consecutive days, or an order for relief against Recipient is entered in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect); or
6. Recipient fails to meet a deadline specified in this Agreement.

## H. Remedies

1. Upon the occurrence of Recipient's default under Section VI.G and Recipient's failure to cure such default within 30 calendar days of written notice thereof from Agency, or such longer period as Agency may authorize in its sole discretion, Agency may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of Agency's obligation to disburse Grant Funds under this Agreement, return of the Grant Funds, payment of interest earned on the Grant Funds, and declaration of ineligibility for the receipt of future funding awards from Agency. If, as a result of Recipient's default, Agency demands return of the Grant Funds or payment of interest earned on the Grant Funds, Recipient shall pay the amount within 30 calendar days of Agency's written demand.
2. In the event that Recipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating Agency's grant or causes or requires Agency to return funds to the Federal Funding Agency, Recipient will return to Agency an amount equal to the funds which Agency is not reimbursed for or is required to return to Federal Funding Agency.
3. The rights and remedies of Agency provided for in this Agreement, which by their nature are intended to survive the expiration or termination of this Agreement, will survive the expiration or earlier termination of this Agreement. Additionally, such remedies will not be exclusive and are in addition to any other rights and remedies available at law, in equity, or otherwise.

## I. Termination

1. **For Convenience.** Recipient may terminate this Agreement at any time prior to the expiration date of this Agreement upon [15] days of written notice to Agency. Upon termination under this section by Recipient, Recipient shall repay Agency all amounts disbursed by Agency to Recipient under this Agreement. Agency may, at its sole discretion, terminate this Agreement by written notice to Recipient specifying the termination date. Recipient shall not incur any new obligations and shall cancel as many obligations as possible immediately upon receipt of the termination notification from Agency. Agency will reimburse Recipient for the non-cancelable obligations properly incurred up to the effective date of the termination notification. All Unexpended Funds shall be returned to Agency within 15 days of termination.
2. **Agency Termination.** Agency may terminate this Agreement:
  - a. Immediately upon written notice to Recipient, if Agency does not obtain sufficient funding and expenditure authorizations to allow Agency to meet its payment obligations under this Agreement.
  - b. Immediately if Recipient commits any material breach or default of any covenant, warranty, obligation, or other provision under this Agreement or fails to perform under this Agreement within the applicable time specified under this Agreement provided such breach or default is not cured within 30 days after receiving notice of such breach or default.
  - c. Immediately upon written notice to Recipient if state or federal laws, regulations, or guidelines are modified, changed, or interpreted in such a way that Agency does not have the authority to provide Grant Funds for the Project or no longer has the authority to provide the Grant Funds from the funding source it had planned to use.
3. **Recipient's Obligation upon submittal or receipt of notice of termination.** Within 30 days of submittal or receipt of a notice of termination of this agreement, the Recipient must submit a Final Project Report for work completed prior to termination.

4. **Agency's Obligations upon termination.** Upon termination of this Agreement and receipt of Recipient's final request for reimbursement, and subject to the limitations of this section, Agency will reimburse Recipient for actual and allowable costs incurred under this Agreement prior to the termination date.

**J. Public Records.** All information and records submitted to Agency are subject to disclosure under Oregon's Public Records Law, as may be amended. If Recipient believes that any information or records it submits to Agency may be exempt from disclosure under the Public Records Law, Recipient must identify such information with particularity and include the following statement:

***"This data is exempt from disclosure under the Oregon Public Records Law pursuant to ORS 192 and is not to be disclosed except in accordance with the Oregon Public Records Law."***

If Recipient fails to identify with particularity the portions of such information that Recipient believes are exempt from disclosure, Recipient is deemed to waive any future claim of non-disclosure of that information. Recipient understands and agrees that information it identifies as exempt from disclosure may be subject to disclosure in accordance with the Public Records Law.

**K. Prevailing Wage Requirements.**

1. Recipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815. Further, Recipient shall require its contractors and subcontractors to file separate work bonds with the Construction Contractors Board, unless the contractor or subcontractor is exempt under ORS 279C.836 and OAR 839-025-0015.
2. When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 et seq.).
3. Notwithstanding (1) and (2) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (1) or (2) above.
4. When PWR applies, Recipient and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.
5. When PWR applies, Recipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project.
6. When PWR applies, and before starting work, Recipient's contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by ORS 279C.836 and OAR 839-025-0015, unless otherwise exempt under those provisions. The contractor shall also include in every subcontract a provision requiring any subcontractor to have a public works bond filed with the Construction Contractors Board before

starting Work, unless otherwise exempt, and shall verify that the subcontractor has filed a public works bond before permitting the subcontractor to start Work.

7. Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).

**L. Oregon False Claims Act.** Recipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Recipient that pertains to this Agreement or to the Project. Recipient certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges in addition to the remedies available to Agency under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Recipient.

**M. Sensitive Information.** Except for information that is already a matter of public record, Recipient shall not publish or otherwise disclose, except to Agency or as otherwise required by law, any information or data obtained hereunder from private individuals, organizations, or public agencies in a publication wherein the information or data furnished by or about any particular person or establishment can be identified, except with the written consent of such person or establishment. Unless otherwise required by law, information concerning the business of Agency, its financial affairs, and its relations with its clients and employees, as well as any other information that may be specifically classified as confidential by Agency, shall be kept confidential. Recipient shall instruct its employees and subcontractors to keep such information confidential by using the same care and discretion that they use with similar information that the Recipient designates as confidential.

**N. No Third-Party Beneficiaries.** Agency and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**O. Subgrants, Subcontracts and Assignment.**

1. Recipient may not enter into any subgrant or subcontract, not already identified in Exhibit B, or assign or transfer any of its interest in this Agreement without Agency’s prior written consent. Subawards and subcontracts with parties identified in Exhibit B are deemed to be approved.
2. Any subgrant or subcontract entered into under this agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibits C. and D..
3. Any contract entered into under this agreement:
  - a. Shall be awarded in accordance with 2 C.F.R. §200.317 to §200.326 Procurement Standards.
  - b. Shall contain the applicable terms and conditions of Exhibits C. and D..
  - c. If the contract is not to a unit of local government as defined in ORS 190.003, the contract shall

require the contractor to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees, and agents (“indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses arising from a tort (as now or hereafter defined in in ORS 30.260), caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees, or subcontractors of the contractor (“claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

4. Recipient must require its first-tier contractor(s) (i.e. a contractor with which the Recipient directly enters a contract) that are not units of local governments as defined in ORS 190.003, if any, to (i) obtain insurance specified under Exhibit E of this Agreement, (ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Recipient shall not authorize contractors to begin work under the contract until the insurance is in full force. Thereafter, the Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the contracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce compliance. In no event shall recipients permit a contractor to work under a contract when the Recipient is aware that the contractor is not in compliance with the insurance requirements.

**P. Compliance with Applicable Law.** Recipient agrees to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Recipient’s obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time and as identified in Exhibits C. and D..

**Q. Integration.** This agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision.

**R. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on Recipient and Agency, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed constitutes an original.

**S. Severability.** The Parties agree if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**T. Conflict of Interest.** Recipient by signature to this Agreement declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Recipient.

**U. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning of or to interpret this Agreement.

**V. Construction.** The Parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.

**W. Survival.** All provisions of this Agreement which by their nature are intended to survive termination of this Agreement (including, but not limited to, remedies and record-keeping) shall survive termination of this Agreement.

**Signatures on following page.**

SAMPLE

The Recipient, by signature of its authorized official, hereby acknowledges that he/she has read this Agreement, understands it, agrees to be bound by its terms and conditions (including all references to other documents) and is authorized by the authorized official to execute this Agreement on the authorized official’s behalf. Failure to comply with this Agreement and with applicable State and Federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the Agreement, denial of future grants, and damages to Agency.

[logo]



GRANTEE

STATE OF OREGON  
Acting by and through its  
DEPARTMENT OF ENERGY  
("Agency")

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Name of Assistant Director, Assistant Director

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

\_\_\_\_\_  
Danae Hammitt, Designated Procurement Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Assistant Director, Assistant Director

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

Legal Sufficiency Approval:  
ODOE Standard Federal Grant Agreement approved for Legal Sufficiency in accordance with ORS 291.047  
By: Jeffrey B. Grant Email dated\_\_\_\_\_.  
(Senior) Assistant Attorney General

## EXHIBIT A – GENERAL DEFINITIONS

- (1) “Department” means the Oregon Department of Energy.
- (2) “Director” means the director of the Oregon Department of Energy.
- (3) “Contractor” means a person or construction company that provides services related to energy efficiency including roofing, glazing, insulation, HVAC, electrical, and plumbing. This may include direct contractors or subcontractors.
- (4) “COU” means a consumer-owned utility which includes 20 electric co-ops, 12 municipal utilities, and 6 People’s Utility Districts.
- (5) “Dwelling” means real or personal property within the state inhabited as the principal residence of a dwelling owner or a tenant.
- (6) “Energy efficient” means the method by which less energy is used to produce the same task or result.
- (7) “Energy Conservation Standards” means the standards for the efficient use of energy for space and water heating in a dwelling. Energy conservation standards address weatherization of existing dwellings.
- (8) “Environmental justice communities” mean communities meeting the definition of environmental justice communities under Oregon Revised Statutes 2023 Edition, 469A.400(5). The definition includes communities of color, communities experiencing lower incomes, Tribal communities, rural communities, coastal communities, communities with limited infrastructure and other communities traditionally underrepresented in public processes and adversely harmed by environmental and health hazards, including seniors, youth, and persons with disabilities.
- (9) “Memorandum of Understanding (MOU)” means a formal non-binding agreement between two or more parties that outlines the intentions, roles, and objectives of the partnership.
- (10) “Resident” means the owner or tenant occupying a dwelling as their principal residence.
- (11) “Weatherization” measures which reduce a dwelling’s heat exchange with its external environment. Weatherization measures are those measures in OAR 330-062-0025 (Advisory Energy Conservation Standards).

## EXHIBIT B – PROJECT DESCRIPTION AND BUDGET

### A. GENERAL INFORMATION

The 2022 Inflation Reduction Act (IRA) established a federally funded Climate Pollution Reduction Grant. On February 29, 2024 the Oregon Department of Environmental Quality submitted Oregon's Priority Climate Action Plan (PCAP) to the United States Environmental Protection Agency (EPA). In July 2024, the EPA announced that Oregon would receive \$197 million in funding to implement climate pollution reduction measures outlined in the PCAP (corresponding to IRA Section 60114). Oregon will distribute these funds to residents, businesses, non-profits, and Tribes through Oregon's Climate Equity and Resilience Through Action (CERTA) program, awarded through the Climate Pollution Reduction Grant (CFDA 66.046, EPA 5E 84101101-0) issued to DEQ by the EPA under Section 137 of the Clean Air Act. Led by DEQ's Office of Greenhouse Gas Programs, this work is a multi-agency effort that funds initiatives for Oregon Departments of Energy (ODOE), Transportation, Housing and Community Services, the State Health Authority, and Energy Trust of Oregon. These programs will focus on measures reducing greenhouse gas emissions from buildings, housing, transportation, and waste.

### B. PROJECT

The Oregon Department of Energy (ODOE or The Department) has \$800,000 in subgrant funds available for an open Climate Equity and Resilience Through Action Grant opportunity announcement. Subgrant amounts will be calculated based on the number of qualified applicants and available funding. Each qualifying household is to receive no more than \$2,000 from this program for weatherization improvements.

### C. SCOPE OF WORK

The CERTA Home Weatherization Incentive Program provides subgrants to:

1. Expand access to weatherization incentives for existing homes served by consumer-owned utilities (CBO).
2. Reduce state greenhouse gas emissions (GHG) by lowering residential energy use and reducing household energy costs.
3. Prioritizing weatherization assistance in low-income and disadvantaged communities by supporting housing affordability and reduced energy costs in households facing disproportionate energy burdens.
4. Improve the health and safety of existing homes and promote housing stability by increasing the usable life of residences.

## SECTION D: Project Data

### A. GENERAL INFORMATION

Application ID Applicant Organization Name	
Applicant Organization Street Address	
Applicant Organization City	
Applicant Organization State	
Applicant Organization Zip	
Taxpayer ID	
Unique Entity Identifier	
Principal Investigator	

Name	
Applicant Principal Investigator phone1	
Applicant Principal Investigator Phone2	
Applicant Principal Investigator Email	
Applicant Business Officer Name	
Applicant Business Officer phone1	
Applicant Business Officer phone2	
Applicant Business Officer email	

## B. PROJECT SCOPE BASELINE

Existing Program Name	
Weatherization Measures Included in Program	

## C. PROJECT DETAILS

Number of Residential Households in Service Territory	
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## D. PROJECT SCHEDULE

Project Start	##/##/####
Anticipated Project Completion:	##/##/####

## E. PROJECT BUDGET

<b>Project Costs</b>	
Total Project Cost	\$
Indirect Cost	\$
Total Grants/Incentives/Other Funding	\$
Projected ODOE Subgrant Awarded	\$
Total Funding	\$

## **EXHIBIT C – FEDERAL TERMS AND CONDITIONS**

### **A. CYBERSECURITY CONDITION**

#### **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 5E - 84101101 - 0 Page 14 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.

### **B. 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.

### **C. 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.

### **D. 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 5E - 84101101 - 0 Page 17 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.

## **E. 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-01242023>)). 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.

## **F. 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.
2. Used to finance the eligible activities of the non-Federal share of the project or program.
3. Deducted from total project or program allowable cost in determining the net allowable costs on which the Federal share of costs is based. 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.

## **G. PARTICIPANT SUPPORT COST**

Participant support costs include rebates, subsidies, stipends, or other payments to program 5E - 84101101 - 0 Page 18 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 5E - 84101101 - 0 Page 19 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.

## **H. SIGNAGE REQUIREMENTS**

1. Investing in America Emblem The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. The recipient will ensure compliance with the guidelines and design specifications provided by the EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investingamerica-signage>

### **2. Procuring Signs**

Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or the EPA logo or seal) into the appropriate non-English language (s). The costs of such translation are allowable, provided the costs are reasonable.

## **I. 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 ODEQ received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-andlogo#policy>

## **J. 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 5E - 84101101 - 0 Page 20 federal representatives with at least ten (10) working days' notice.

## **K. 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-policyaaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

## **L. 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."

#### **M. 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>.

5E - 84101101 - 0 Page 21 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.

#### **N. 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.

**W. 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 5E - 84101101 - 0 Page 22 performing construction projects are aware of this requirement, and the recipient must notify EPA if the AHPA is triggered.

## **O. 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-cutterrequirements>.

**Remainder of the page left blank intentionally.**

# EXHIBIT D – DEQ/Agency PERFORMANCE AGREEMENT

## FEDERAL AWARD AGREEMENT

Recipient shall comply with all applicable terms of the Federal Award (Reference FAIN 84101101) (Exhibit D). A copy of the Federal Award was enclosed with the subaward letter. Recipient may request additional copies by emailing Agency Grant Administrator.

By signing the Agreement, Recipient acknowledges receipt of a copy of the Federal Award (Reference FAIN 84101101) and accepts the provisions passed through by Agency.

### ODOE Agreement No. 25-006 DEQ EDSD CERTA

<b>STATE OF OREGON</b> <b>DEPARTMENT OF ENVIRONMENTAL QUALITY</b> <b>Climate Equity and Resilience Through Action</b> <b>(CERTA) GRANT AGREEMENT</b>	
<b>Project Name(s): CERTA: Commercial Building Performance Standards Incentives; Heat Pump Incentives; Weatherization Assistance for Existing Houses</b>	<b>DEQ Agreement #: 059-25</b>
This Climate Equity and Resilience Through Action (CERTA) Agreement is between the State of Oregon (State), acting by and through its Department of Environmental Quality (DEQ), and Oregon Department of Energy (Recipient).	

Recipient Data	DEQ Data
<b>Grant Administrator (Name &amp; Title):</b> Kaitlin Lynch, Energy Incentives Policy Analyst  <b>Organization Name:</b> Oregon Department of Energy  <b>Street Address:</b> 550 Capitol St. NE. <b>City, State, Zip Code:</b> Salem, OR 97301  <b>Phone:</b> 971-273-6061 <b>Email:</b> kaitlin.r.lynch@energy.oregon.gov <b>Taxpayer ID# :</b> 93-0643773 <b>UEI#:</b> WT3KTTM9TU19	<b>Grant Administrator (Name &amp; Title):</b> Kali Glenn-Haley, Climate Pollution Grant Coordinator  <b>Organization Name:</b> Department of Environmental Quality  <b>Street Address:</b> 700 NE Multnomah Street, Suite 600 <b>City, State, Zip Code:</b> Portland, OR 97232-4100  <b>Phone:</b> 971-489-5450 <b>Email:</b> kali.glennhaley@deq.oregon.gov

- 1. General Terms and Conditions.** As a United States Environmental Protection Agency (EPA) grant awarded to the state of Oregon, the funds awarded under this agreement are federal in nature and as such, Recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/grant-terms-and-conditions>. Please note that EPA updated these terms and conditions to include coverage effective October 23, 2023, on the Build America, Buy America Act requirements (General Term and Condition #48). These terms and conditions are in addition to the assurance and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award.
- 2. Reporting Requirements.** Recipient agrees to comply with all reporting requirements required by EPA regulation (40 CFR part 35, 2 CFR part 200), and in accordance with 2 CFR § 200.329, Recipient agrees to report on key project characteristics, milestones, and environmental/public health protection results in the following areas: 1) achievement of the outputs and outcomes established in the workplan; 2) the reasons for delays if established outputs or outcomes were not met; and 3) any additional pertinent information on environmental/public health results. Failure to comply with the above referenced requirements may result in a disruption of grantee funding and/or early termination of the grant agreement in accordance with 2 CFR part 200.
- 3. Effective Date and Grant Availability.** This Agreement is effective on the date the last party signs it, or if approval by the Oregon Department of Justice (DOJ) is required, on the date it is approved by DOJ, whichever date is later (the Effective

Date). Recipient agrees to complete the Project (described in Exhibit A) no later than **9/30/2029** (Project Completion Deadline). The time period from the Effective Date through the Project Completion Deadline is the Project Period. Recipient must submit all invoices for disbursement of Grant funds under Section 7 no later than 45 days after the Project Completion Deadline (Invoice Deadline). DEQ has no obligation to disburse Grant funds for costs invoiced after the Invoice Deadline.

4. **Agreement Documents.** This Agreement consists of this Agreement and Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H, and Exhibit I that are attached hereto and by this reference incorporated herein. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence will control. The documents comprising this Agreement are listed in the first sentence of this Section 4 from the highest to lowest precedence.
5. **Grant Funds.** DEQ funding for this Agreement is a CERTA grant (CFDA 66.046) issued to DEQ by the EPA under Section 137 of the Clean Air Act. The maximum, not-to-exceed, grant amount that the DEQ will pay to Recipient is **\$39,091,825.00** (the "Grant"). Payments will be made in accordance with the terms and subject to the conditions of this Agreement.
6. **Match.** [Reserved].
7. **Disbursements; Authorized Costs.**

a. This is a cost reimbursement grant, and reimbursements will be made only in accordance with the schedule and requirements contained in this Section 7. The Grant funds may be used solely for authorized costs, as described in this Section 7. Any Grant funds disbursed to Recipient under this Agreement that are used in violation or contravention of any of the provisions of this Agreement must be returned to DEQ. Recipient will return all funds found by DEQ to have been used in violation of this Agreement no later than fifteen (15) business days after DEQ's written demand.

b. Recipient may request reimbursement of Grant funds through submission of invoices at least quarterly but not more frequently than weekly. The invoices must describe all work performed on the Project with particularity, including by whom it was performed, must itemize and explain all Project costs for which reimbursement is claimed and must itemize and explain all match expenditures on the Project since the last invoice. Each invoice must be accompanied by supporting documentation of the costs for which reimbursement is claimed. Such supporting documentation includes personal service cost detail, services and supplies cost detail, copies of paid contract and equipment invoices and, if travel costs are authorized (as indicated below), receipts for lodging, airfare, car rental and conference registration. Supporting documentation for volunteer activities or donated materials, including the basis for valuation, must also be provided.

c. **Invoices for reimbursement of expenses occurring in a State fiscal year (July 1 - June 30) must be received no later than the following July 15<sup>th</sup>.**

d. Subject to the holdback described in Exhibit A, payments will be based on reimbursement of actual costs authorized by this Agreement. Authorized costs are reasonable and necessary costs incurred by Recipient on or after October 1, 2024 and on or prior to the Project Completion Deadline in implementation of the Project that are within the line items of the Budget and allowable under applicable law, including applicable federal law (including the cost principles of 2 CFR 200 Subpart E), and that are not otherwise excluded under this Agreement. Administrative costs in the form of salaries, overhead, or indirect costs are authorized up to Recipient's current federally approved indirect cost rate or, if Recipient does not have a federally approved indirect cost rate, Recipient may use a 15% de minimis indirect rate as a percent of modified total direct costs (MTDC) as stated in 2 CFR Part 200.

i. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Grant Agreement. Management fees or similar charges may not be used to improve or expand the Project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

ii. **Consultant Payments.** Payments to cover salaries (excluding overhead) paid to individual consultants retained by Recipient or Recipient's contractors in excess of the maximum daily rate of Level IV of the U.S. Government's Executive Schedule are not allowable. This limit applies to consultation services of individuals with specialized skills who are paid at a daily or hourly rate. This limitation does not apply to contracts with firms for services which are awarded using the procurement requirements in 40 CFR unless the terms of the contract provide Recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation.

e. **Invoices.** Invoices must be emailed to **Department of Environmental Quality, Contract Payment Office at [DEQEXP@deq.oregon.gov](mailto:DEQEXP@deq.oregon.gov)**. Invoices are subject to the review and approval of the DEQ Grant Administrator. In addition, each payment is subject to satisfaction of each of the following conditions precedent:

- i. Recipient is not in default under this Agreement.
- ii. All representations, warranties and certifications provided by Recipient to DEQ under or in connection with this Agreement are true and correct on the date of payment, as if made on such date.
- iii. DEQ has received sufficient funding, appropriations, limitations, allotments or other expenditure authority to allow DEQ, in the reasonable exercise of its administrative discretion, to make the payment.

f. **Travel.** Travel expenses of Recipient will not be reimbursed by DEQ.

**8. Recipient's Representations And Warranties.** Recipient represents and warrants to DEQ as follows:

- a. Recipient is duly organized, validly existing, and in good standing under the laws of Oregon. Recipient has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- b. The making and performance by Recipient of this Agreement: (1) have been duly authorized by all necessary action of Recipient; (2) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board, or other administrative agency, or any provision of Recipient's organic documents; and (3) do not and will not result in the breach of, or constitute a default or require any consent under, any agreement or instrument to which Recipient is a party or by which Recipient or any of its properties are bound or affected.
- c. This Agreement has been duly authorized, executed and delivered on behalf of Recipient and constitutes the legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.
- d. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

**9. Contracts.**

- a. Recipient will not enter into any contracts or subcontracts (used interchangeably herein) for any of the work scheduled under this Agreement without obtaining prior written consent from the DEQ Grant Administrator.
- b. All subcontracts must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subcontracts(s). Use of a subcontract does not relieve Recipient of its responsibilities under this Agreement.
- c. Recipient shall require all subcontractors performing work under this Agreement to name DEQ as a third-party beneficiary of Recipient's subcontract and to name DEQ as an additional or "dual" obligee on contractors' payment and performance bonds.
- d. Recipient shall provide DEQ with a copy of any signed subcontract, as well as any other purchasing or contracting documentation, upon DEQ's request at any time. This paragraph shall survive expiration or termination of this Agreement.
- e. Recipient must report to DEQ any material breach of a term or condition of a subcontract within ten (10) days of Recipient discovering the breach.
- f. Recipient shall require its contractor(s) that are not units of local government as defined in ORS 190.003 to meet the minimum insurance requirements specified by Recipient. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subcontract. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subcontract. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the sub agreement. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.

**10. Prevailing Wage Requirements.**

- a. Recipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815.
- b. When the federal Davis-Bacon Act applies to the Project, Recipient shall require that contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and include in any applicable contract or subcontract the Davis-Bacon language set forth in Part 1 of Exhibit F and Part 2 of Exhibit F, as applicable.
- c. Notwithstanding (a) and (b) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (a) or (b).
- d. When PWR applies, Recipient and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.
- e. When PWR applies, Recipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project rather than DEQ.
- f. Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

**11. Indemnity.**

- a. The Parties understand that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS Chapter 278, and subject to the Oregon Tort Claims Act (ORS

30.260 to 30.300). Each Party accepts that coverage as adequate insurance of the other Party with respect to personal injury and property damage.

b. Any tort liability claim, suit, or loss resulting from or arising out of the Parties' performance of, or activities under, this Agreement will be allocated, as between the Parties, in accordance with law, by the Department of Administrative Services, Risk Management, for purposes of the Parties' respective loss experiences and subsequent allocation of self-insurance assessments under ORS 278.435. Each Party shall notify Risk Management and the other Party in the event a Party receives notice or knowledge of any claims arising out of the Parties' performance of, or activities under, this Agreement.

**12. Amendments.** The terms of this Agreement may not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties (or, in the case of a waiver, by the party against whom such waiver is sought to be enforced).

**13. Termination and Suspension.**

a. Termination by mutual consent. This Agreement may be terminated by mutual consent of both parties or by DEQ upon written notice to Recipient. If this Agreement is terminated under this Section 13, DEQ will pay Recipient, in accordance with the terms and subject to the conditions of this Agreement, for authorized costs incurred under this Agreement through the date of the termination of the Agreement but not yet reimbursed.

b. Termination for Insufficient Funding. DEQ may immediately terminate this Agreement if it fails to receive funding (including without limitation federal funds), appropriations, limitations or other expenditure authority sufficient to allow DEQ, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement. Termination must be by written or email notice to the Recipient. DEQ is not obligated to pay for any Project work that is provided after the notice and effective date of termination. However, the Recipient shall be entitled to payment, determined on a pro rata basis, for Project work satisfactorily performed to the extent that funds are available. DEQ will provide the Recipient notice of the lack of funding within a reasonable time of DEQ's receiving that notice.

c. Suspension. DEQ may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget or a federal executive action that pauses or suspends federal funding. Work performed by the Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

**14. Default by Recipient.** Recipient shall be in default under this Agreement upon the occurrence of any of the following events:

a. Recipient violates any term of this Agreement or fails to perform, observe, or discharge any of its covenants, agreements, or obligations contained in this Agreement, including any exhibit attached hereto;

b. Any representation, warranty or statement by Recipient made herein or in any documents or reports relied upon by DEQ, including but not limited to any statement used by DEQ to measure progress on the Project, the expenditure of Grant moneys, or the performance by Recipient, is untrue in any material respect when made;

c. Recipient: (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property; (ii) admits in writing its inability to pay, or is generally unable to pay, its debts as they become due; (iii) makes a general assignment for the benefit of its creditors; (iv) is adjudicated as bankrupt or insolvent; (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect); or (viii) takes any corporate action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking: (i) the liquidation, dissolution, or winding-up, or the composition or readjustment of, Recipient's debts; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets; or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of twenty (20) consecutive days, or an order for relief against Recipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

**15. Remedies Upon Default.** If Recipient's default under Section 14(a) is not cured within fifteen (15) business days of written notice thereof to Recipient from DEQ (or such longer period as DEQ may authorize in its sole discretion), or if there is a default by Recipient under Sections 14(b), 14(c) or 14(d), DEQ may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, Recipient's return of all or a portion of the Grant amount, Recipient's payment of any interest earned on the Grant amount, and declaration of ineligibility for the receipt of similar future awards. If, as a result of Recipient's default, DEQ demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon DEQ's demand.

**16. No Implied Waiver, Cumulative Remedies.** The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and are not exclusive of any remedies provided by law. DEQ may, in its sole discretion, pursue any remedy or remedies singly, collectively, successively, or in any combination or order.

## 17. Project Identification.

- a. **Procuring Signs.** Consistent with section 6002 of Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or the EPA logo or seal) into the appropriate non-English language (s). The costs of such translation are allowable, provided the costs are reasonable.
- b. If Recipient is engaging in any construction-related work, Recipient also agrees to the criteria set forth in Exhibit H.
- c. **Announcements.** Recipient agrees that announcements through the web or print materials for Workshop, conference, demonstration days or other events as part of a project funded by a CERTA assistance agreement shall contain a statement that the materials or conference has been funded by the EPA.
- d. **Public or Media Events.** Recipient agrees to notify DEQ, 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) business days' notice.
- e. **Limited English Proficiency Communities.** To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

## 18. General Administrative Requirements.

- a. Recipient, pursuant to this Agreement assumes sole liability for Recipient's breach of the conditions of the Grant, and shall, upon Recipient's breach of grant conditions that requires the State to return funds to the EPA, hold harmless and indemnify the state for an amount equal to the funds which the State is required to pay to the EPA.
- b. All equipment and materials purchased with funds made available by this Agreement must be used to implement the Project and for purposes of the same general nature as outlined in this Agreement. Recipient will immediately notify DEQ of any equipment purchased with funds made available under this Agreement that is removed from service. Disposal of such equipment must be in accordance with 2 CFR § 200.313.
- c. Recipient, if a State agency or agency of a political subdivision of the State, agrees to comply with the requirements of Section 6002 of the RCRA (42 U.S.C. 6962). Regulations under RCRA Section 6002 apply to acquisitions of certain products where the purchase price of such products exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the EPA. These guidelines are listed in 40 CFR Part 247.
- d. Recipient agrees that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. **Recipient agrees to provide certification to DEQ on FORM DEQ5700-53 (Exhibit D) no later than the Project Completion Deadline.**
- e. Pursuant to Section 18 of the Lobbying Disclosure Act, Recipient affirms that it is not a nonprofit organization described in Section 501(c) (4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c) (4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- f. Recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. If the Grant exceeds \$100,000, Recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying and to submit certification and disclosure forms accordingly. Any Recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such violation. All contracts awarded by Recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II of 2 CFR Part 200.

## 19. Permits.

Recipient agrees to ensure that all necessary permits are obtained prior to implementation of any Grant funded activity that may fall under applicable federal, state or local laws. Recipient must identify permits that may be needed to complete work plan activities.

## 20. Quality Assurance (QA) Requirements.

For those projects identified by DEQ Grant Administrator as involving environmentally related measurements or data generation, Recipient will develop and submit to DEQ the appropriate quality assurance / quality control documentation within thirty (30) calendar days of the Effective Date. Required documentation may include one or more of the following: an organization specific Quality Management Plan (QMP), a Project specific Quality Assurance Project Plan (QAPP), a Sampling and Analysis Plan (SAP), Standard Operating Procedures (SOPs), or other Quality-related documentation. The DEQ Grant Administrator and the DEQ Quality Assurance Officer will determine which of the quality-related documents will be required. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this Project until the DEQ Grant Administrator and DEQ Quality Assurance Officer have approved the quality assurance document. If any geospatial data is created, it must be consistent with Federal Geographic Data Committee (FGDC) endorsed

standards. More information may be found at [www.fdc.gov](http://www.fdc.gov).

For information on the policies, objectives, principles, authorities, and responsibilities for implementation of the DEQ Quality Management System (QMS) described in DEQ's Quality Management Plan (QMP), contact a Quality Assurance Officer at the DEQ Laboratory and Environmental Assessment Division (LEAD) at (503) 693-5700.

21. **Intangible Property.** Recipient may hold the copyright in any work that is subject to copyright and was developed, or for which ownership was purchased, under this Grant Agreement. For any such work, Recipient grants to DEQ and EPA a non-exclusive, irrevocable, perpetual royalty-free, license to reproduce, publish, or otherwise use the work and to authorize others to do so.
22. **Suspension and Debarment.** Recipient shall fully comply with Subpart C of 2 CFR Part 180 (Responsibilities of Participants Regarding Transactions) and 2 CFR Part 1532 (Nonprocurement Debarment and Suspension). Recipient is responsible for ensuring that any lower tier "covered transaction," as described in Subpart B of 2 CFR Part 180 (Covered Transaction) and 2 CFR Part 1532 includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient may access SAM (System for Award Management) at <https://www.sam.gov/> to review exclusions and disqualifications.
23. **Trafficking in Persons.** Prohibition statement for Recipients who are **private entities**: You as Recipient, your employees, sub-recipients and sub-recipients' employees may not engage in severe forms of trafficking in persons during the Project Period; procure a commercial sex act during the Project Period; or use forced labor in the performance of the Grant or sub-grants.
24. **40 CFR Part 33 Requirements.** Recipient agrees to comply with the applicable requirements of 40 CFR Part 33, as they may be amended from time to time.
25. **Small Business in Rural Areas.** If a contract is awarded under this Agreement, Recipient is also required to utilize the affirmative steps listed below.
  - a. Place Small Businesses in Rural Areas ("SBRA") on solicitation lists.
  - b. Make sure that SBRA's are solicited whenever there are potential sources.
  - c. Divide total requirements, when economically feasible, into small tasks or quantities to permit participation by SBRA's.
  - d. Establish delivery schedules, where the requirements of work permit, that would encourage SBRA participation.
  - e. Use the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.
  - f. Require the contractor to comply with the affirmative steps outlined above.
26. **Prohibition against Purchase of Certain Telecommunication Services or Products.** As required by 2 CFR § 200.216, Recipient is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipient also may not use grant funds to purchase:
  - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR § 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

  - a. Obligating or expending grant funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR § 200.216 to:
    - (1) Procure or obtain, extend or renew a contract to procure or obtain;
    - (2) Enter into a contract (or extend or renew a contract) to procure; or
    - (3) Obtain the equipment, services, or systems.Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.
27. **Drug Free Workplace.** Recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536.

- 28. Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
- 29. Access to Records.** Recipient will maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient will maintain any other records pertinent to this Agreement in such a manner as to clearly document Recipient's performance in programmatic reports including information on environmental results, and audit findings. DEQ, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Recipient will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Recipient also agrees to comply with the audit requirements set forth in 2 CFR Part 200, Subpart F.
- 30. Compliance with Applicable Law.** Recipient will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Project or this Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended and Section 13 of the Federal Water Pollution Control Act Amendments of 1972; (ii) Title IX; (iii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iv) the Americans with Disabilities Act of 1990, as amended; (v) Executive Order 11246, as amended; (vi) the Health Insurance Portability and Accountability Act of 1996; (vii) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (viii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (ix) ORS Chapter 659, as amended; (x) all regulations and administrative rules established pursuant to the foregoing laws; (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (xii) ORS 279A, ORS 279B, ORS 279C, 2 CFR Part 200 and 2 CFR Part 1500; (xiii) EPA's latest General Terms and Conditions as applicable to Recipient. If Recipient is an education program or activity or if Recipient is conducting an education program or activity under this Agreement, Recipient must comply with (xiv) Title IX of Education Amendments of 1972. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.
- 31. Recycled Products.** Recipient agrees to use recycled paper and double sided printing for all reports that are prepared as a part of the Project or under this Agreement. Recipient will use, to the maximum extent economically feasible in the implementation of the Project, recycled paper (as defined in ORS 279A.010 (1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)). Recipient agrees to comply with the requirements of 40 CFR 247 and 2 CFR 1500, as applicable, in giving preference in its procurement programs to the purchase of recycled products.
- 32. Governing Law; Venue and Jurisdiction.** The laws of the State (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any claim, action, suit or proceeding between Agency (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. In no event may this section be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim, action, suit or proceeding, or (ii) consent by the State of Oregon to the jurisdiction of any court.
- 33. Merger Clause.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREOF. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. RECIPIENT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
- 34. Relationship of Parties.** DEQ and Recipient agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the DEQ as those terms are used in ORS 30.265.
- 35. Time is of the Essence.** Time is of the essence in Recipient's performance of its obligations under this Agreement.
- 36. No Implied Waiver.** The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

- 37. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of DEQ, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior written consent of DEQ.
- 38. No Third Party Beneficiaries.** DEQ and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly, to any third party unless such party is identified individually by name herein and is described expressly as an intended beneficiary of the terms of this Agreement.
- 39. Notices.** Any notice under this Agreement shall be in writing and delivered to the party to be notified in-person, by U.S. mail, postage prepaid, or by email. Notices mailed or emailed must be sent to the Grant Administrators set forth in this Agreement. Any notice so addressed and mailed shall be effective five (5) business days after mailing. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by email shall be effective upon the sender's receipt of confirmation generated by Recipient's email system that the notice has been received by Recipient's email system.
- 40. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.
- 41. Survival.** The following provision, including this one, survive the termination or expiration of this Agreement: Sections 11, 14, 29, 32, and 34, as well as any other provisions that by their nature survive termination.
- 42. Cybersecurity Condition. State Grant Cybersecurity**
- 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.
  - Recipient will comply with the requirements in Section 42(c) if Recipient's network or information system is connected to EPA networks to transfer data to EPA using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.
  - EPA must ensure that any connections between Recipient's network or information system and EPA networks used by 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 EPA's Central Data Exchange, 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 Recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.
- 43. Federal Funds Compliance and Full Financial Responsibility.** Payments under this Agreement will be made from federal funds. Recipient accepts responsibility for compliance with all federal requirements imposed on these funds. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Recipient, or in the event the total amount of federal funds is not available, the Recipient will be responsible for any and all costs or expenses incurred under this Agreement that the federal government fails to pay.

**EACH PERSON SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE/THEY HAS THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE INDICATED PARTY.** DEQ enters into this Agreement under the authority of the Oregon Legislature Joint Emergency board.

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# OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY CERTA GRANT AGREEMENT

## EXHIBIT A

### Project Requirements, Budget and Schedule

<b>Project name(s): Commercial Building Performance Standards Incentives; Heat Pump Incentives; Weatherization Assistance for Existing Houses</b>	<b>DEQ Agreement # 059-25</b>
<b>Recipient: Oregon Department of Energy</b>	

#### A. BACKGROUND.

In 2023 the State, with DEQ as lead, received a Climate Pollution Reduction Planning Grant (CPRG) from the EPA. This funding was made available through the Inflation Reduction Act. This planning grant requires Oregon to submit three deliverables to EPA: a Priority Climate Action Plan (PCAP), a Comprehensive Climate Action Plan (CCAP), and a Status Report. DEQ submitted Oregon's PCAP to EPA in February 2024. This PCAP allowed the State, with DEQ as lead, to apply for the second and final round of CPRG federal funding. In August 2024, EPA awarded the entire \$197 million that was requested to implement 12 measures that reduce climate pollution in Oregon. This Agreement represents Recipient's commitments and contributions to this federal award.

#### B. PROJECT

Recipient shall implement Measure 7: Commercial Building Performance Standards Incentives. This will incentivize early adoption of commercial building performance standards by 321 commercial buildings. This measure is responsible for the cumulative reduction of 100,322 (MT CO2e) greenhouse gas (GHG) emissions between 2025-2030 and 221,126 (MT CO2e) GHG emissions between 2025-2050. Recipient shall implement Measure 8: Heat Pump Incentives. This will support the purchase and installation of 12,000 heat pumps, prioritizing low- and moderate-income households. This measure is responsible for the cumulative reduction of 83,225 (MT CO2e) GHG emissions between 2025-2030 and 368,655 (MT CO2e) GHG emissions between 2025- 2050. Recipient shall implement Weatherization Assistance for Existing Houses. This will provide weatherization assistance to 400 homes across Oregon, prioritizing environmental justice communities and low-income households. Recipient's portion of Measure 9 is responsible for the cumulative reduction of 4394 (MT CO2e) GHG emissions between 2025-2030 and 17,935 (MT CO2e) GHG emissions between 2025-2050.

Task	Description	Project Completion Date	Reporting to	Reporting Due Date
1	Commercial Building Performance Standards Incentives (A25608)	September 30, 2029	DEQ	November 30, 2029
2	Heat Pump Incentives (A25609)	September 30, 2029	DEQ	November 30, 2029
3	Weatherization Assistance for Existing Houses (A25610)	September 30, 2029	DEQ	November 30, 2029

#### C. BUDGET

Estimated Budget	CERTA Funds
Personnel	\$1,131,612.00
Fringe Benefits	\$587,305.00
Travel	\$0.00
Equipment*	\$0.00
Supplies	\$0.00
Subcontracts	\$0.00
Participant Support Costs	\$36,685,000.00
Indirect Costs	\$687,908.00
Other	\$0.00
<b>PROJECT TOTALS</b>	<b>\$39,091,825.00</b>

*\*Any equipment with a unit cost over \$5,000 needs EPA Project Officer approval prior to charging to Grant.*

\*\* Budget line items above are based on estimates. Shifts in budget between direct cost categories above are allowed only with written approval from the DEQ Grant Administrator. All requests for changes in grant implementation and budget need to be made to DEQ Grant Administrator at least 60 calendar days in advance. Depending on requested shift in budget, DEQ may need to get further approval from EPA grant administrator prior to any changes.

#### **D. REPORTING:**

1. **Exhibit B. Recipient must complete and submit Exhibit B no later than ten (10) calendar days after the end of each quarter, or portion thereof, during the Project Period, regardless of expenditures.**
2. **Exhibit C. Recipient must complete and submit Exhibit C no later than June 30th, of each year during the Project Period. If it is the last submittal, it is due June 30<sup>th</sup> or sixty calendar days after the end of the Project Period, whichever comes first.**
3. **Exhibit E, Section I.** Recipient agrees to complete and submit semi-annual reports electronically to DEQ no later than ten (10) calendar 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 starts date falls within a defined reporting period, Recipient must report for that period by the given due date unless otherwise noted. This semi-annual reporting schedule shall be repeated on the following schedule for the duration of the Agreement.  
  
October 1 – March 31 Reporting Period: report due April 11  
April 1 – September 30 Reporting Period: report due October 11
4. **Exhibit E, Section II.** Recipient agrees to complete and submit the **one- year** report that includes both Section I details as well as Section II the additional details.
5. **Exhibit E, Section III.** Recipient must complete and submit the final report no later than sixty (60) calendar days after the Project Completion Deadline.

All performance reports must be submitted in the format set forth in Exhibit E (Semi-Annual/Annual/Final Report) to the DEQ Grant Administrator. The reports may be provided electronically. In addition to the Semi-Annual and Annual Reports, Recipient must notify the DEQ Grant Administrator of developments that have a significant impact on the Project activities. Recipient must inform the DEQ Grant Administrator as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the Project outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

6. **QAPP Reporting.** Recipient will report on federally required Quality Assurance Project Plan (QAPP) activity data on a monthly basis, or as otherwise agreed to by the parties. Required activity data includes:

Measure 7 – Commercial Building Performance Standards Incentives: (1) Building zip code; (2) Building gross square footage and building tier; (3) Implemented activities; (4) When available, change in projected Energy Unit Intensity from incentive implementation; (5) Completion date.

Measure 8 – Heat Pump Incentives: (1) Zip Code (where the heat pump is used); (2) Heat pump make and model; (3) Recipient self-report fuel source replacement; (4) Date of final inspection certificate; (5) The property category: owner-occupied residence (Community-Existing Building), residential tenancy (Rental), or residential new construction (Community-New Building).

Measure 9 – Weatherization to Existing Homes: (1) Year built; (2) Square footage; (3) Incentive amount provided; (4) Types of weatherization measures installed; (5) Location (census tract or zip code); (6) Date of receipt; (7) Single or multifamily structure; (8) kWh and/or therm savings as available.

DEQ will provide Recipient with a QAPP reporting form, which may be updated from time to time as required by EPA.

7. **Additional Reporting.** DEQ may request additional reporting in addition to the federal reporting requirements. DEQ will give advance notice of at least sixty (60) calendar days if additional reporting is required.
  - **Holdback:** The DEQ will withhold a minimum of ten (10%) of total grant funds for the Project until Recipient has submitted, and the DEQ has accepted, a Final Performance Report detailing the Project status as described in the Reporting Section above, a final Expenditures Report (Exhibit B), final MBE/WBE Utilization Report and Procurement Report (Exhibit C (Part 1 and 2)), and a Lobbying and Litigation Certificate (Exhibit D).

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY CERTA AGREEMENT**  
**EXHIBIT B**  
**Expenditures Report**

DEQ will provide a template to be completed. The template may include the following requirements:

<b>Project Name(s):</b> Commercial Building Performance Standards Incentives; Heat Pump Incentives; Weatherization Assistance for Existing Houses	<b>Project Period</b> <b>From:</b> <b>To:</b>
<b>DEQ Agreement Number:</b> 059-25	
<b>Recipient Name:</b> Oregon Department of Energy	<b>Current Expenditure Period From:</b>
<b>Recipient Address:</b> 550 Capitol St. NE. Salem, OR 97301	<b>To:</b>
	<b>Total Match Requirement: N/A</b>
<b>Phone:</b>	<b>Total Grant Amount:</b>

EXPENDITURE SUMMARY	CERTA Grant Expenditures		
	a	b	a + b = c
	Previously Reported	Current Period	Cumulative to Date
Personnel			
Fringe Benefits			
Travel			
Equipment			
Supplies			
Subcontracts			
Participant Support			
Costs			
Other			
Indirect Costs			
<b>Total</b>			
<b>1-4 sentence project update</b>			

DEQ, the Oregon Secretary of State's Office and the federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION

I certify that this report is true and correct to the best of my knowledge and that all expenditures and obligations reported herein have been made in accordance with the budget agreed upon and with other provisions contained in the Agreement.

_____ Signature	_____ Name & Title (print)	_____ Date
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DEQ USE ONLY

Approved for Payment:

_____ DEQ Grant Administrator	_____ Date	_____ DEQ Program Manager	_____ Date
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**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY CERTA AGREEMENT  
EXHIBIT C (Part 1) MBE/WBE UTILIZATION**

<b>PART 1. REPORTS ARE REQUIRED EVEN IF NO PROCUREMENTS ARE MADE DURING THE REPORTING PERIOD.</b>	
<b>1A. REPORTING PERIOD</b> July 1, _____ June 30, _____	<b>1B. REPORT TYPE</b> <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Final Report (Project completed)
<b>1C: Revision of a Prior Year Report?</b> <input type="checkbox"/> No <input type="checkbox"/> Yes  If yes, what reporting period is being revised and briefly describe the changes made. <b>Note:</b> The revised report will replace the associated original report in its entirety.	
<b>2A. RECIPIENT UNIQUE ENTITY IDENTIFIER</b>	
<b>2B. RECIPIENT REPORTING NAME and CONTACT</b> Organization name and address: Name: _____  Email: _____  Phone: _____	
<b>3. FEDERAL GRANT AWARD #:</b> _____ <b>DEQ GRANT #:</b> _____  <b>PCA #:</b> _____ <b>PROJECT #:</b> _____	
<b>4A. If NO procurements were made this reporting period (by the recipient, sub-recipient(s), loan recipient(s), and prime contractor(s)), CHECK and SKIP to Block No. 6.</b> (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs.) <input type="checkbox"/>	
<b>4B. Total Procurements &amp; MBE/WBE Accomplishments This Reporting Period (in dollars) Construction: Total</b>  Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars) Non-Construction:  <b>Totals:</b> Total Procurement: \$ _____ \$ _____  MBE/WBE Combined Procurement: \$ _____ \$ _____	
<b>SA. Good Faith Efforts:</b> If procurements were made, indicate whether your organization has followed the six Good Faith efforts found in 40 CFR Part 33, Subpart C, 40 CFR 33.S01 and 2 CFR § 200.321.  Yes <input type="checkbox"/> my organization has implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.  No <input type="checkbox"/> my organization has not implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.	<b>SB. If procurements were made, but no MBE/WBE procurements are being reported, then check the applicable box(es) for the reason(s) why no MBE/WBE procurements were made.</b>  No <input checked="" type="checkbox"/> MBE/WBE(s) applied <input type="checkbox"/> No MBE/WBE(s) were qualified  Other: _____
<b>6. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE</b>	<b>TITLE</b>
<b>7. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE</b>	<b>DATE</b>

EPA FORM 5700-52A available electronically at: <https://www.epa.gov/grants/epa-form-5700-52a-united-states-environmental-protection-agency-minority-business>. **EMAIL COMPLETED FORM TO: DEQEXP@deq.oregon.gov**

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY CERTA AGREEMENT  
EXHIBIT C (Part 2)**

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD

Procurement Made (check one)		Business Enterprise (check one)		\$ Value of Procurement	Date of Procurement	Type of Product or Service (Enter Code)	Name/Address of MBE/WBE Contractor or Vendor
Recipient	Other	Minority	Women				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

**Product / Service Codes**

1	Construction
2	Supplies
3	Services
4	Equipment

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY CERTA AGREEMENT  
EXHIBIT D**

**LOBBYING AND LITIGATION CERTIFICATE  
(DEQ5700-53)**

**DEQ Grant Agreement #:** 059-25

**Federal Grant:** 84101101

**Recipient Name:** Oregon Department of Energy

**Recipient Address:** 550 Capitol St. NE. Salem, OR 97301

**Project Name:** Commercial Building Performance Standards Incentives; Heat Pump Incentives; Weatherization Assistance for Existing Houses

I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

**Authorized Signer:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Printed Name / Title:**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

**At Project completion, complete this form and submit to:** [DEQEXP@deg.oregon.gov](mailto:DEQEXP@deg.oregon.gov)

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY CERTA AGREEMENT  
EXHIBIT E  
PERFORMANCE REPORT**

<b>Project Name:</b> Commercial Building Performance Standards Incentives; Heat Pump Incentives; Weatherization Assistance for Existing Houses	<b>DEQ Agreement #</b> 059-25
<b>Recipient:</b> Oregon Department of Energy	

**Type of Report (please check one the following):**

☐ **Semi-Annual Report** ☐

☐ **Annual Report**

☐ **Final Report**

All reports must be submitted in a format as recommended in this section to the DEQ Grant Administrator. The reports need to be provided electronically via email to the DEQ Grant Administrator.

**Section I**

**Semi-Annual Reporting**

DEQ will provide specific templates to be completed that are specific to the work in Exhibit A. The

semi-annual reporting may include the following requirements:

Please include a discussion including the following:

- a. Overall summary of the project, including partners involved and their role.
- b. What were the goals for this Project? Were those goals met? If goals were not met, explain why not.
- c. Please enumerate specific quantifiable environmental changes and results that are a result of the Project.
- d. Provide a written description of what worked and what did not work. Provide a written description of lessons learned in carrying out the Project.
- e. Describe how the Project's funding worked out. Include the projected cost and actual cost of the Project, how much of the Grant funds were spent, and how much funding (cash and in-kind) was provided as match from other source
- f. What follow up is required? Include photos, graphics and 2 copies of all products produced in the effort. Project completion documentation can be submitted and are encouraged to be submitted in a digital format (one copy).
- g. Include brief information on each of the following areas:
  - i. 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;
  - ii. 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);
  - iii. 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;
  - iv. 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;
  - v. as applicable, strategies for mitigating environmental risks;

- vi. a description of any climate resiliency planning, siting, design, and operation of the project;
- vii. 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);
- viii. as applicable, updates regarding which organizations have the authority to implement each measure and the reason(s) for the change(s);
- ix. as applicable, updates regarding changes to contracts, subgrants, and participant support costs;
- x. as applicable, progress on generating high-quality jobs with a diverse, highly skilled workforce and support of strong labor standards; and
- xi. summary of anticipated activities for the next 6-month reporting period.

## Section II

### Annual Reporting

Please include:

- a. Additional data using the reporting template from the EPA's Information Collection Request 2806.01, Office of Management and Budget (OMB) Control Number 2060-0763:
  - i. Co-pollutant emissions reductions of each pollutant impacted by each measure, the sector impacted, and the county in which the emissions change; **and**
  - ii. The Climate and Economic Justice Screening Tool (CEJST) Census tract IDs **or**
  - iii. 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.

## Section III Final

### Reporting

Please include:

- a. Performance Reporting
- b. Any financial assistance relationship under which Recipient's employees and contractors implement programs and projects to accomplish the goals and objectives of the grant.
- c. Summaries of results of reviews of financial and programmatic reports.
- d. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- e. Environmental results the Recipient achieved.
- f. Summaries of audit findings and related DEQ management decisions.
- g. Actions DEQ had 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.

Recipient agrees to adequately describe the actual environmental outputs and outcomes achieved, not just the expected outputs and outcomes of the proposed measures. 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. Recipient agrees to track and report separately on the work conducted to reduce GHG emissions for each measure (program, policy, measure, or project) specified in the final, approved assistance agreement work plan. Recipient also agree to track and report separately on the budgets for each measure.

**Remainder of the page left blank intentionally.**

**Exhibit F**  
**Davis-Bacon Provision**

References in this Exhibit F to "subrecipient" are to Recipient.

Part 1

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis- Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage

determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly

number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines

that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**Remainder of the page left blank intentionally.**

**Contract Provision for Contracts in Excess of \$100,000.**

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient upon the request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such

contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Oregon

Department of Environmental Quality and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### 5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm#oregon>

**Remainder of the page left blank intentionally.**

## Exhibit G

### The Federal Funding Accountability and Transparency Act (FFATA)

FFATA is designed to increase transparency and improve the public's access to federal government information. To this end, FFATA, as amended, requires that executive compensation data be reported for all new federal grants funded at \$30,000 or more with an award date on or after October 1, 2010. As such, Oregon Department of Environmental Quality (DEQ) must report executive compensation data as addressed in this Exhibit G.

The certifications below represent material facts upon which DEQ relies when reporting information to the federal government required under federal law. If DEQ later determines that the subrecipient knowingly rendered an erroneous certification, DEQ may pursue all available remedies in accordance with Oregon and U.S. law.

Signer further agrees that it will provide immediate written notice to DEQ if at any time Signer learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signer cannot certify all of the statements contained in this section, Signer must provide written notice to DEQ detailing which of the below statements it cannot certify and why.**

More detailed information regarding FFATA can be located at

([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)).

<b>Subrecipient Information</b>	<b>Oregon Department of Energy</b>		
550 Capitol St. NE.	Legal Name of Subrecipient		
	<b>Salem</b>	<b>OR</b>	<b>97301</b>
Street Address	City	State	Zip

<b>FFATA Contact # 1</b>		<b>FFATA Contact # 2</b>	
<b>Name</b>	Kaitlin Lynch	<b>Name</b>	Duard Headley
<b>Email</b>	kaitlin.lynch@energy.oregon.gov	<b>Email</b>	duard.headley@energy.oregon.gov
<b>Phone</b>	971-273-6061	<b>Phone</b>	503-383-8104

ZIP Code: 9-digits Required [www.usps.com](http://www.usps.com)

9	7	3	0	1	2	5	2	9
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Unique Entity Identifier (UEI):

12-digits Required <https://sam.gov/content/home>

W	T	3	K	T	T	M	9	T	U	1	9
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Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

☐ Yes (skip questions "A", "B", and "C" and finish the certification)

☒ No (answer questions "A" and "B")

---

**A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐

Yes ☐ No ☒

**B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐

Yes ☐ No ☒

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

**C. ±**

**D. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No

**If your answer is "Yes" to this question, where can this information be accessed?**

**If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.**

**For example:** *John Blum:500,000; Mary Redd:50,000; Eric Gant:400,000; Sally Tom:30,0000*

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***As the duly authorized representative (Signer) of the Recipient, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.***

---

**Email completed form back to DEQ at the time of agreement execution.**

The remainder of the page left blank intentionally.



## Exhibit H

### Construction Project Signage Requirements

#### Community and Program Assistance

## Climate Equity and Resilience Through Action Sign Requirements

DEQ Grant Administrator: Kali Glenn-Haley Email:  
Kali.glennhaley@deq.oregon.gov

The sign must be placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden's Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by the EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>

**The remainder of the page is left blank intentionally.**

# OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY CERTA AGREEMENT

## Exhibit I

Information Required by 2 CFR § 200.332(b)

This is a subaward to a subrecipient. See Oregon Accounting Manual Section 30.40.00.102

(i) **Subrecipient\* Name:** Oregon

Department of Energy (Note this must match  
the name associated with UEI # below)

(ii) **Subrecipient's unique entity identifier (SAM):** WT3KTTM9TU19

(iii) **Federal Award Identification # (FAIN):** 84101101

(iv) **Federal Award Date:** 10/17/2024

(v) **Subaward Period of Performance Start and End Date:** 10/1/2024 – 9/30/2029

(vi) **Subaward Budget Period Start and End Date:** 10/1/2024 – 9/30/2029

(vii) **Amount of EPA Funds Obligated by the pass-through entity to the Subrecipient under the Agreement:**

\$39,091,825.00

(viii) **Total Amount\*\* of Cumulative EPA Funds Obligated to Subrecipient by the pass-through entity including the current financial obligation:** \$39,091,825.00

(ix) **Total Amount\*\* of all EPA Funds Committed to Subrecipient by the pass-through entity:**  
\$39,091,825.00

(x) **Federal Award Project Title and Description:** ODEQ Climate Pollution Reduction Implementation Grant

**Name of Federal Awarding Agency:** U.S. Environmental  
Protection Agency **Name of Pass-through entity:** Oregon  
Department of Environmental Quality **Contact Information for  
Awarded Official:**

Morgan Schafer  
Oregon Department of  
Environmental Quality 700 NE  
Multnomah St Ste 600  
PORTLAND, OR 97232  
Email:  
[morgan.schafer@deq.oregon.gov](mailto:morgan.schafer@deq.oregon.gov)  
Phone: 503-229-6251

(xi) **Assistance Listings number and Title:** CFDA 66.046 Climate Pollution Reduction Grants

(xii) **Is Award R&D?** No

(xiii) **Recipient's Indirect Cost Rate:** 40.02%.

\* For the purposes of this Exhibit, "Subrecipient" refers to Recipient and "pass-through entity" refers to Oregon Department of Environmental Quality.

\*\* The total amount of federal funds obligated or committed to the Subrecipient by the pass-through entity is the total amount of federal funds obligated or committed to the Subrecipient by the pass-through entity during the current state fiscal year, which runs from July 1 to June 30.

## EXHIBIT E– INSURANCE REQUIREMENTS

*(Specific Coverages and Limits Requirements to be determined through the DAS Risk Assessment Process for each individual grant agreement awarded.)*

### **INSURANCE REQUIREMENTS:**

Grantee/Recipient shall obtain at Grantee/Recipient's expense the insurance specified in this Exhibit prior to performing under this Grant Agreement. Grantee/Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee/Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee/Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee/Recipient maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee/Recipient.

### **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:**

All employers, including Grantee/Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee/Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Grantee/Recipient is a subject employer, as defined in ORS 656.023, Grantee/Recipient shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Grantee/Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Grantee/Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

### **COMMERCIAL GENERAL LIABILITY:**

Grantee/Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$\_\_\_\_\_ per occurrence and not less than \$\_\_\_\_\_ annual aggregate limit.

### **AUTOMOBILE LIABILITY INSURANCE:**

☐ Required   ☐ Not required

Grantee/Recipient shall provide Automobile Liability Insurance covering Grantee/Recipient's business

use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$\_\_\_\_\_ for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**PROFESSIONAL LIABILITY:**

☐ Required ☐ Not required

Grantee/Recipient shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Grantee/Recipient and Grantee/Recipient's subcontractors, agents, officers or employees in an amount not less than \$\_\_\_\_\_ per claim and not less than \$\_\_\_\_\_ annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee/Recipient shall provide Continuous Claims Made coverage as stated below.

**NETWORK SECURITY AND PRIVACY LIABILITY:**

☐ Required ☐ Not required

Grantee/Recipient shall provide Network Security and Privacy Liability Insurance for the duration of this Grant Agreement and for the period of time in which Grantee/Recipient (or its business associates or subcontractor(s)) maintains, possesses, stores, or has access to Agency or client data, whichever is longer, with a combined single limit of not less than \$\_\_\_\_\_ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

**POLLUTION LIABILITY:**

☐ Required ☐ Not required

Grantee/Recipient shall provide Pollution Liability Insurance covering Grantee/Recipient's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Grantee/Recipient, all arising out of the goods delivered or Services (including transportation risk) performed under this Grant Agreement is required with a combined single limit per occurrence not less than \$\_\_\_\_\_ and not less than \$\_\_\_\_\_ annual aggregate limit.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Grantee/Recipient's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Grantee/Recipient that arise from the goods delivered or Services (including transportation risk) performed by Grantee/Recipient under this Grant Agreement is also acceptable.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Grantee/Recipient's primary and excess liability policies are exhausted.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee/Recipient's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee/Recipient's activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Grantee/Recipient's ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

**WAIVER OF SUBROGATION:**

Grantee/Recipient shall waive rights of subrogation which Grantee/Recipient or any insurer of Grantee/Recipient may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee/Recipient shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Agency has received a Waiver of Subrogation endorsement from the Grantee/Recipient or the Grantee/Recipient's insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee/Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Grantee/Recipient's completion and Agency's acceptance of all Services required under the Grant Agreement, or
- (ii) Agency or Grantee/Recipient termination of this Grant Agreement, or
- (iii) The expiration of all warranty periods provided under this Grant Agreement.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Grantee/Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Grant Agreement. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Exhibit.

**NOTICE OF CHANGE OR CANCELLATION:**

Grantee/Recipient or its insurer must provide at least 30 calendar days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Grantee/Recipient agrees to periodic review of insurance requirements by Agency under this Grant Agreement and to provide updated requirements as mutually agreed upon by Grantee/Recipient and Agency.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee/Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit.

**Additional Coverages That May Apply:****DIRECTORS, OFFICERS, AND ORGANIZATION LIABILITY:**

☐ Required ☐ Not required

Grantee/Recipient shall provide Directors, Officers and Organization Liability Insurance covering the Grantee/Recipient's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than \$\_\_\_\_\_ per claim.

**CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND:**

☐ Required ☐ Not required

Grantee/Recipient shall provide Employee Dishonesty or Fidelity Bond coverages for dishonest acts of an employee of the Grantee/Recipient. Coverage limits not less than \$\_\_\_\_\_.

**PHYSICAL ABUSE AND MOLESTATION INSURANCE:**

☐ Required ☐ Not required

Grantee/Recipient shall provide Physical Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee/Recipient is responsible including but not limited to Grantee/Recipient and Grantee/Recipient's employees and volunteers. Policy endorsement's definition of an insured must include the Grantee/Recipient, and the Grantee/Recipient's employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$\_\_\_\_\_ per occurrence and not less than \$\_\_\_\_\_ annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the Commercial General Liability or Professional Liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense shall be provided outside the coverage limit.

**(DRONE) / UNMANNED AIRCRAFT SYSTEMS / UNMANNED AERIAL VEHICLE LIABILITY:**

☐ Required ☐ Not required

Grantee/Recipient shall provide Drone Liability Insurance covering bodily injury, property damage, and personal and advertising injury caused by owned and non-owned drones including the drone's payload and/or dispensable loads in a form and with coverage that are satisfactory to the State. This insurance shall include premises liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project, operation, or territory of operation. Coverage shall be written on an occurrence basis in a combined single limit amount of not less than \$\_\_\_\_\_ per occurrence.

**AIRCRAFT LIABILITY:**

☐ Required ☐ Not required

Grantee/Recipient shall provide Aircraft Liability Insurance with a combined single limit for bodily injury and property damage liability including passengers (if carrying passengers other than crew members) of not less than \$\_\_\_\_\_ per occurrence/aggregate.

**AIR CARGO LIABILITY:**

☐ Required ☐ Not required

Grantee/Recipient shall provide Air Cargo Insurance covering loss of cargo in transit during the performance of this Grant Agreement. Coverage must be written with a combined single limit per occurrence of not less than \$\_\_\_\_\_ per occurrence.

**AIRCRAFT AERIAL APPLICATION LIABILITY:**

☐ Required ☐ Not required

Grantee/Recipient shall provide Aircraft Aerial Application Liability Insurance covering claims arising from spraying operations. Coverage shall be not less than \$\_\_\_\_\_ combined single limit (alternate language if combined single limit cannot be provided: \$\_\_\_\_\_ per person and \$\_\_\_\_\_ per occurrence for bodily injury and \$\_\_\_\_\_ for property damage). This insurance requirement can also be met with an endorsement to the Aircraft Liability coverage.

**MOTOR CARRIER CARGO LIABILITY:**

☐ Required ☐ Not required

Grantee/Recipient shall provide Motor Carrier Cargo Liability Insurance covering loss to cargo in transit during the performance of this Grant Agreement. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits) and must have a combined single limit per occurrence of not less than \$\_\_\_\_\_.

**GARAGE LIABILITY:**

☐ Required ☐ Not required

Grantee/Recipient shall provide Garage Liability Insurance for garage operations. Coverage must include Garage Keepers legal Liability for autos left for service or repair and be not less than \$\_\_\_\_\_ combined single limit.

**GARAGE KEEPERS LEGAL LIABILITY:**

☐ Required ☐ Not required

Grantee/Recipient shall provide Garage Keepers' Legal Liability Insurance for autos left for service, repair, storage, or safekeeping, with a combined single limit of not less than \$\_\_\_\_\_ per location.

**BAILEE'S COVERAGE:**

☐ Required ☐ Not required

Grantee/Recipient shall provide Bailee's Insurance covering any and all State property left in the care, custody, or control of the Grantee/Recipient. Coverage must include valuable papers, including but not limited to microfilm. Coverage must be written on an occurrence basis. Combined single limit per occurrence of not less than \$\_\_\_\_\_ for each site or location.

**MARINE PROTECTION AND INDEMNITY:**

☐ Required ☐ Not required

Grantee/Recipient shall provide Marine Protection and Indemnity Insurance with a combined single limit per occurrence of not less than \$\_\_\_\_\_.

## EXHIBIT F – FEDERAL AWARD IDENTIFICATION

(REQUIRED BY 2CFR § 200.332(b))

This is a subaward to a subrecipient. See Oregon Accounting Manual Section 30.40.00.102

(i) **Subrecipient\* Name:** TBD

(Note this must match the name associated with UEI # below)

(ii) **Subrecipient's unique entity identifier (SAM):** TBD

(iii) **Federal Award Identification # (FAIN):** 84101101

(iv) **Federal Award Date:** 10/17/2024

(v) **Subaward Period of Performance Start and End Date:** TBD

(vi) **Subaward Budget Period Start and End Date:** TBD

(vii) **Amount of EPA Funds Obligated by the pass-through entity to the Subrecipient under the Agreement:** TBD

(viii) **Total Amount\*\* of Cumulative EPA Funds Obligated to Subrecipient by the pass-through entity including the current financial obligation:** TBD

(ix) **Total Amount\*\* of all EPA Funds Committed to Subrecipient by the pass-through entity:** TBD

(x) **Federal Award Project Title and Description:** ODEQ Climate Pollution Reduction Implementation Grant

**Name of Federal Awarding Agency:** U.S. Environmental Protection Agency

**Name of Pass-through entity:** Oregon Department of Energy

**Contact Information for Awarded Official:**

Andy Cameron

Oregon Department of Energy

500 Capitol St. NE

Salem, OR 97301

Email: [andy.cameron@energy.oregon.gov](mailto:andy.cameron@energy.oregon.gov)

Phone: 971-720-3436

(xi) **Assistance Listings number and Title:** CFDA 66.046 Climate Pollution Reduction Grants

(xii) **Is Award R&D?** No

(xiii) **Recipient's Indirect Cost Rate:** TBD

\* For the purposes of this Exhibit, "Subrecipient" refers to Recipient and "pass-through entity" refers to Oregon Department of Energy.

\*\* The total amount of federal funds obligated or committed to the Subrecipient by the pass-through entity is the total amount of federal funds obligated or committed to the Subrecipient by the pass-through entity during the current state fiscal year, which runs from July 1 to June 30.

## **EXHIBIT G – ADMINISTRATIVE SUMMARY**

[Insert Table as appropriate for each individual grant agreement.]

SAMPLE

## EXHIBIT H – GRANT REIMBURSEMENT

### A. Grant Reimbursement Requests

**1. Basis of Payment.** This is a reimbursable grant program. Recipient must submit the final request for reimbursement to Agency within thirty (30) calendar days of termination of the Performance Period or earlier termination of this Agreement and is due no later than [INSERT DATE].

### 2. Request for Reimbursement.

- a. Recipient may request disbursement of the grant funds for up to a six-month period, but no more than once per month.
- b. To request reimbursement, Recipient must submit a signed request for reimbursement showing current and cumulative costs by budget category (i.e. Salaries, Fringe Benefits (OPE), Travel, non-expendable equipment (greater than \$5,000 per item), Supplies (less than \$5,000 per item), Contract Services, Construction, Indirect Costs, (if contained in the budget depicted in Exhibit B), and the total of current and cumulative match.
- c. This request for reimbursement must include the following (or a substantially similar) certification: “By signing this request for reimbursement, I certify to the best of my knowledge and belief that the information is correct, that all expenditures were made in accordance with the award conditions, and that the amount due, indicated for the current period, has not been previously requested.”

**B. Unauthorized use of grant funds.** Recipient will only be reimbursed for allowable costs necessary for implementing the Project, including allowable costs in the form of payments to subrecipients and subcontractors, under the terms of this Agreement including all Exhibits, and [2 CFR 200 Subpart E.](#)

**C. Dual Payment.** The Recipient may not be compensated for or receive any other form of dual payment for the costs reimbursed by Agency for the Project described in Exhibit B from any agency of the State of Oregon, the United States of America, or any other party.

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SAMPLE

## EXHIBIT J – INVOICE TEMPLATE

### Invoice Template

Agreement No:  
Service Date Start:  
Service Date End:  
Total Invoice Amount:

Federal Category	Subaward Budget	Current Period	Cumulative Expenses
a. Personnel			
b. Fringe Benefits			
c. Travel			
d. Equipment			
e. Supplies			
f. Contractual			
g. Construction			
h. Other			
i. Total Direct Charges (sum of a-h)			
j. Indirect Charges			
k. Totals (sum of i and j)			

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

Authorized Representative

Date

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## EXHIBIT K – STATUS REPORTING AND PERFORMANCE REQUIREMENTS

### Section 1 – General Reporting

Subgrantees are required to collect data and maintain records to provide reports to the Department monthly. Required data includes:

- A. Year residence was built
- B. kWh or therms saved by measure (where available)
- C. Square foot of residence
- D. Square footage of new insulation (for insulation measures)
- E. Type or weatherization measure
- F. Incentive amount
- G. Location (zip code or census tract)
- H. Type of structure (single or multifamily)

The Department will provide guidance on what additional data is expected. Monthly reporting on completed weatherization measures must be submitted to the Department. Additional reporting may be required for semi-annual reporting requirements. The semi-annual reporting schedule is as follows:

Type of Reporting	Program Quarter	Report Due
Semi-annual	October 1, 2025 - March 31, 2026	April 7, 2026
Semi-annual	April 1, 2026 – Sept 30, 2026	October 7, 2026
Semi-annual	October 1, 2026 - March 31, 2027	April 7, 2027
Semi-annual	April 1, 2026 – Sept 30, 2026	October 7, 2026
Semi-annual	October 1, 2026 - March 31, 2027	April 7, 2027
Semi-annual	April 1, 2026 – Sept 30, 2027	October 7, 2027
Semi-annual	October 1, 2027 - March 31, 2028	April 7, 2028
Semi-annual	April 1, 2028 – Sept 30, 2028	October 7, 2028

Subgrantees must provide a written agreement with the program beneficiaries. 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
- G. specify that the applicant is not excluded, disqualified, or debarred from receiving federal assistance and are not on the Federal Suspension and Debarment list.

## Section 2 - Financial Reporting Guidance

Payments will be on a reimbursement basis. Recipients may request reimbursement of subgrant funds through submission of invoices monthly. The invoices must describe all work performed on the project with particularity, including by whom it was performed, must itemize and explain all project costs for which reimbursement is claimed and must itemize and explain all match expenditures on the project since the last invoice. Each invoice must be accompanied by supporting documentation of the costs for which reimbursement is claimed. Such supporting documentation includes copies of paid contract and equipment invoices. Supporting documentation for volunteer activities or donated materials, including the basis for valuation, must also be provided. The Department will be responsible for auditing program progress and budgets. The Department may request additional information from subgrantees as needed. Any discrepancies in expenditures may be deducted from future payments or the Department may request reimbursement of overpayments. Any funds from the approved budget that are unspent will be forfeited. The Department will provide an invoice template for reporting expenditures.

## Section 3 - Reimbursements

### REIMBURSEMENT PROVISIONS

- 1) Reimbursement for all the Project costs incurred under this Agreement shall not exceed the maximum amount of award listed in Section 1.B of the Agreement.
- 2) Subgrantee shall submit monthly invoices for reimbursement of the Project costs. Invoices shall be due 30 calendar days following the end of Subgrantee's monthly billing period. To be processed for payment by ODOE, the invoices shall include the following basic information:

- A. ODOE Agreement #XX-XXX,
- B. invoice date,
- C. Subgrantee federal EIN,
- D. time period for which the invoice covers, including beginning and end dates,
- E. budget broken down by federal cost category,
- F. amounts being invoiced for in the current invoice, broken down by federal cost category,
- G. cumulative expenses, including the current invoice,
- H. a description of the Project costs incurred, including specific accomplishments during the invoice period, and
- I. the following statement, followed by the signature of a person employed by Subgrantee with the authority to certify this statement:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

Subgrantee shall describe with particularity all the Project costs incurred, including identifying who performed each task and itemizing and explaining all expenses for which reimbursement is claimed. This may come in the form of a cover letter or project report.

Subgrantee shall send invoices to ODOE's representative identified on page 1 of the Agreement.

Subgrantee shall not indicate or invoice for any past due amounts in the current invoice. All such notifications of a past due amount must be handled by a separate statement of account.

ODOE shall have the right to reject any invoice which does not have the information required by this section.

4) Reimbursement requests are generally due a maximum of 3 months from the date of completed work. Reimbursement for requests will not be made if the Project costs were incurred more than 3 months before the date of the reimbursement request. However, recipient must submit the final request for reimbursement to Agency within thirty (30) calendar days of termination of the Performance Period or earlier termination of the Agreement.

Remainder of the page left blank intentionally.

SAMPLE

## EXHIBIT L – REPORTING FORMS

<b>Project Name(s):</b> Weatherization Assistance for Existing Houses	<b>Project Period</b>
<b>ODOE Agreement Number:</b> 25-XXXX	<div style="display: flex; justify-content: space-between;"> <span><b>From:</b></span> <span><b>To:</b></span> </div>
<b>Recipient Name:</b>	<b>Current Expenditure Period</b>
<b>Recipient Address:</b>	<div style="display: flex; justify-content: space-between;"> <span><b>From:</b></span> <span><b>To:</b></span> </div>
	<b>Total Match Requirement:</b> N/A
<b>Phone:</b>	<b>Total Subgrant Amount:</b>

EXPENDITURE SUMMARY	CERTA Subgrant Expenditures			Total Expenditures
	a	b	a + b = c	
	Previously Reported	Current Period	Cumulative to Date	To Date
Personnel				
Fringe Benefits				
Travel				
Equipment				
Supplies				
Subcontracts				
Participant Support				
Costs				
Other				
Indirect Costs				
<b>Total</b>				
1-4 sentence project update				

Agency, the Oregon Secretary of State's Office and the federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

**CERTIFICATION**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

Signature

Name &amp; Title (print)

Date

ODOE USE ONLY

Approved for Payment:

ODOE Subgrant Administrator

Date

ODOE Program Manager

Date

**MBE/WBE UTILIZATION****PART 1. REPORTS ARE REQUIRED EVEN IF NO PROCUREMENTS ARE MADE DURING THE REPORTING PERIOD.**

## 1A. REPORTING PERIOD

July 1,

June 30,

## 1B. REPORT TYPE

☐ Annual☐ Final Report (Project completed)1C: Revision of a Prior Year Report? ☐ No ☐ Yes

If yes, what reporting period is being revised and briefly describe the changes made. **Note:** The revised report will replace the associated original report in its entirety.

## 2A. RECIPIENT UNIQUE ENTITY IDENTIFIER

## 2B. RECIPIENT REPORTING NAME and CONTACT

Organization name and address:

Name:

Email:

Phone:

3. FEDERAL GRANT AWARD #: EPA 5E 84101101-0 ODOE GRANT #:

PCA #: PROJECT #:

4A. If NO procurements were made this reporting period (by the recipient, sub-recipient(s), loan recipient(s), and prime contractor(s)), **CHECK and SKIP to Block No. 6.** (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs.)

☐

4B. Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars) Construction:

Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars) Non-Construction:

**Totals:**

Total Procurement: \$     \$     \$

MBE/WBE Combined Procurement: \$     \$     \$

SA. Good Faith Efforts: If procurements were made, indicate whether your organization has followed the six Good Faith efforts found in 40 CFR Part 33, Subpart C, 40 CFR 33.S01 and 2 CFR § 200.321.

☐ Yes, my organization has implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.

☐ No, my organization has not implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.

SB. If procurements were made, but no MBE/WBE procurements are being reported, then check the applicable box(es) for the reason(s) why no MBE/WBE procurements were made.

☐ No MBE/WBE(s) applied    ☐ No MBE/WBE(s) were qualified

☐ Other:

1. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE

TITLE

7. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE

DATE

EPA FORM 5700-52A available electronically at: <https://www.epa.gov/grants/epa-form-5700-52a-united-states-environmental-protection-agency-minority-business>.

**EMAIL COMPLETED FORM TO: [weatherization@energy.oregon.gov](mailto:weatherization@energy.oregon.gov)**

Remainder of the page left blank intentionally.

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD

Procurement Made (check one)		Business Enterprise (check one)		\$ Value of Procurement	Date of Procurement	Type of Product or Service (Enter Code)	Name/Address of MBE/WBE Contractor or Vendor
Recipient	Other	Minority	Women				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

Product / Service Codes

1	Construction
2	Supplies
3	Services
4	Equipment

MONTHLY PROJECT REPORTING

Measure Name:	Weatherization Assistance for Existing Houses
Reporting Period:	
Reporting Agency:	
Describe how this data was verified.	

Output Data														
Required Data										Optional Data (list if available)				
Incentive #	Incentive Amount	Year residence was built	Square Footage of House	Square footage of new insulation (for insulation measures)	Types of weatherization measures installed	Single or Multi-family home	# of units for Multi-Family	Zip or census tract	Date application received	Pre-existing R value or condition	Completed measure details, such as ending R value or efficiency rating	kWh saving	Therms saving	GHG savings

## EXHIBIT M – LOBBYING AND LITIGATION CERTIFICATE

ODOE Grant Agreement #: 25-XXXX

Federal Grant: EPA 5E 84101101-0

Recipient Name:

Recipient Address:

**Project Name:** Weatherization Assistance for Existing Houses

I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

**Authorized Signer:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Printed Name / Title:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**At Project completion, complete this form and submit to:** [weatherization@energy.oregon.gov](mailto:weatherization@energy.oregon.gov)

Remainder of the page left blank intentionally.

## EXHIBIT N- THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

FFATA is designed to increase transparency and improve the public's access to federal government information. To this end, FFATA, as amended, requires that executive compensation data be reported for all new federal grants funded at \$30,000 or more with an award date on or after October 1, 2010. As such, Oregon Department of Environmental Quality (DEQ) must report executive compensation data as addressed in this Exhibit N.

The certifications below represent material facts upon which DEQ relies when reporting information to the federal government required under federal law. If DEQ later determines that the subrecipient knowingly rendered an erroneous certification, DEQ may pursue all available remedies in accordance with Oregon and U.S. law.

Signor further agrees that it will provide immediate written notice to DEQ if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DEQ detailing which of the below statements it cannot certify and why.**

More detailed information regarding FFATA can be located at ([https://www.frs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.frs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)).

<b>Subrecipient Information</b>			
		Legal Name of Subrecipient	
Street Address	City	State	Zip

<b>FFATA Contact # 1</b>		<b>FFATA Contact # 2</b>	
Name	Andy Cameron	Name	
Email	Andy.Caneron@energy.oregon.gov	Email	
Phone	971.720.3436	Phone	

ZIP Code: 9-digits Required [www.usps.com](http://www.usps.com)

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Unique Entity Identifier (UEI):

12-digits Required <https://sam.gov/content/home>

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Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

☐ Yes (skip questions "A", "B", and "C" and finish the certification)

☐ No (answer questions "A" and "B")

### **A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

☐ Yes ☐ No

### **B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

### **C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No

If your answer is “Yes” to this question, where can this information be accessed?

If your answer is “No” to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example: *John Blum:500,000; Mary Redd:50,000; Eric Gant:400,000; Sally Tom:30,0000*

~~As the duly authorized representative (Signer) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.~~

\_\_\_\_\_  
Printed Name of Authorizing Representative

\_\_\_\_\_  
Signature of Authorizing Representative

\_\_\_\_\_  
Title of Authorizing Representative

\_\_\_\_\_  
Date

Email completed form back to ODOE ([weatherization@energy.oregon.gov](mailto:weatherization@energy.oregon.gov)) at the time of agreement execution. Refer to the current EPA general terms and conditions for applicability: <https://www.epa.gov/grants/epageneral-terms-and-conditions-effective-october-1-2023-or-later>.

Remainder of the page left blank intentionally.

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SAMPLE