

# Welcome to the

## **JEA** Awards Meeting

**March 19, 2026, 10:00 AM EST**

You have been joined to the meeting with your **audio muted** by default.

At the designated public comment time we will provide opportunity for you to unmute to speak.

During the meeting, public comments received via e-mail regarding any matter on the agenda for consideration will be read out. Per the Public Notice Agenda posted on [JEA.com](http://JEA.com), public comments by e-mail must be received no later than 9:00 a.m. on the day of the meeting to be read during the public comment portion of the meeting.

Please contact **Camie Evers** by telephone at **(904) 832-3385** or by email at **everca@jea.com** if you experience any technical difficulties during the meeting.

**JEA Awards Agenda**  
**March 19, 2026**  
**225 North Pearl St., Jacksonville, FL 32202 - Board Room 1st Floor**

[Teams Meeting Info](#)

**Consent Agenda**

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for **Formal Purchases** as defined by **Section 3-101 of the JEA Procurement Code**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

| Award #  | Type of Award              | Solicitation # & Short Description/Title   | VP      | Awardee                             | Funding Source | Business Unit Estimate | Award Amount | Original Award Amount | New Not-to-Exceed | Amendments  | Term (Projected) Start Date - End Date                               | JSEB Participation (Y/N) If Y, then list company name(s) (%), S - awarded) |
|--|----------------------------|--|---------|-------------------------------------|----------------|------------------------|--------------|-----------------------|-------------------|---|--|--|
| 1  | Minutes                    | Minutes from 03/12/2026 Meeting            | N/A     | N/A                                 | N/A            | N/A                    | N/A          | N/A                   | N/A               | N/A   | N/A  | N/A  |
| 2  | Contract Increase          | Open Grid Transformation                   | Selders | CGI Technologies and Solutions Inc. | Capital        | \$6,500,000.00         | \$400,000.00 | \$5,575,000.00        | \$6,570,273.89    | 07/26/2024-\$175,000.00<br>08/16/2024-\$225,000.00<br>07/08/2025-\$100,000.00<br>08/28/2025-\$95,273.89 | Project Completion<br>Start Date: 01/08/2024<br>End Date: 12/31/2026 | N  |
| <p>For Additional Information Contact:<br/>Angel Love</p> <p>This contract increase request is for an additional \$400,000.00 for CGI to complete the implementation and Post Go Live Support of the latest version of CGI software as part of the new OpenGrid solution for JEA's Field Management System (FMS). The original scope of this project included upgrading JEA's existing PragmaCAD and PragmaLINE systems which currently provide outage management and dispatch capabilities, to version 7.x of the OpenGrid Platform, which represents the most current version of CGI's OpenGrid solution. The scope was expanded to include implementing JEA's business enhancements, developing new configurations and functionalities, re-engineering CAD dispatch events, and incorporating additional business requirements as needed through multiple Change Orders.</p> <p>The original Single Source award dated January 4, 2024 included \$400,000 for Production System Final costs. Because these funds were not scheduled for use until 2026, they were temporarily reallocated to support other project needs related to this contract. These included the Amendment to Schedule Change for the FMS Project, development of Enhancement Features such as Satellite View and Move Job, an urgent change request to create PRN functionality in OpenGrid, additional Enhancement Features including Zoom Level and Annotation, as well as associated travel expenses for these services.</p> <p>This request restores the previously reallocated funds so they can be used for their originally intended purpose. All rates remain unchanged from the current contract. The rates will remain the same as the current contract.</p>  |                            |  |         |                                     |                |                        |              |                       |                   |   |  |  |
| 3  | Invitation for Bid (IFB)   | 1412104046 Acid & Caustic Pipe Replacement | Erixton | Mid-State Industrial Maintenance    | Capital        | \$968,000.00           | \$702,431.80 | N/A                   | \$702,431.80      | N/A   | Project Completion<br>Start Date: 04/01/2026<br>End Date: 11/14/2026 | N  |
| <p>Advertised: 01/22/2026<br/>Opened: 03/03/2026<br/>Three (3) Bids Received:<br/>Mid-State Industrial Maintenance - \$702,431.80<br/>WG Yates - \$753,582.04<br/>WW Guy - \$1,395,720.00</p> <p>For additional information contact: Jason Behr</p> <p>This award request is for the replacement and upgrade of chemical piping at Northside Generating Station (NGS), which carries sulfuric acid (97%) and sodium hydroxide (50%) which is used to treat steam unit condensate and produce deionized water. The chemicals are stored in tanks on the east and west sides of the turbine building and distributed through approximately 1,500 feet of piping, much of which has corroded or leaked due to past repairs with non-standard materials, creating weak points and isolated sections that reduce system reliability. The project will replace the deteriorated piping throughout the turbine building and demineralization building, restoring connections between the chemical storage tanks and treatment systems. Sulfuric acid piping will be replaced with 1½-inch Schedule 80, 316 stainless steel Teflon-lined pipe with flanged fittings and valves, while sodium hydroxide piping will be replaced in kind with 1-inch Schedule 80 carbon steel with flanged connections. Low point drains, manual globe and check valves, and heat tracing on caustic lines will also be installed or reinstated, enhancing overall system reliability and supporting safe, uninterrupted plant operations.</p> <p>The original budget estimate for this project was \$968,000.00. During the solicitation process, the number of valves required for the project was reduced, which contributed to a lower bid amount. The final award amount of \$702,431.80 has been reviewed and determined to be reasonable.</p>   |                            |  |         |                                     |                |                        |              |                       |                   |   |  |  |
| 4  | Request for Proposal (RFP) | 1412098047 Home Weatherization Upgrades    | Hunt    | Hager Construction Company          | O&M/Grant      | \$600,000.00           | \$772,851.20 | N/A                   | \$772,851.20      | N/A   | Project Completion<br>Start Date: 03/23/2026<br>End Date: 09/23/2026 | Y<br>Hager Construction:<br>\$772,851.20                                   |
| <p>Advertised: 1/20/2026<br/>Opened: 02/19/2026<br/>One (1) Bid Received:<br/>Hager Construction Company- \$772,851.20</p> <p>For Additional Information Contact: Brooke Garland</p> <p>JEA solicited qualified contractors to provide residential weatherization upgrades for income-qualified customers under a U.S. Department of Energy (DOE) Energy Efficiency and Conservation Block Grant (EECBG) award. The selected Contractor Hager Construction will perform weatherization upgrades in accordance with scopes of work developed by JEA following building performance diagnostics, including blower door testing and energy assessments. Approximately 60 homes are expected to be completed within a six-month period, making contractor capacity, scheduling reliability, and quality control critical to program success. Work scopes will mainly be limited to file for file replacement of HVAC equipment, water heaters and attic insulation. In some cases, this may include limited window repair or replacement and exterior door replacement, but this will be in limited, case by case situations. Major structural repairs, electrical panel upgrades, and installation of HVAC where none exists are excluded. Mini-split systems may be installed in homes currently served by window units. Contractors must demonstrate experience with sizing, placement, and commissioning.</p> <p>JEA did extensive due diligence soliciting over 200 suppliers for this work however only (1) response was received and 11 no bids for various reasons including not being interested in residential work and not offering the requested services. JEA's original budget was only \$600,000 due to JEA's separate agreement with another vendor to also support this project. The budgeted amount reflects our uncertainty with how much of the grant would be spent with another vendor. It has now been determined very little will be spent with the other vendor so in total JEA has around \$750,000.00 to spend from the grant after subtracting administrative fees so the award amount of \$772,851.20 and associated rates are deemed reasonable and acceptable. JEA will make the initial payment through cost center HE10001 and expense type 2024 to create the PO and will be reimbursed approximately 2 weeks after payment.</p> |                            |  |         |                                     |                |                        |              |                       |                   |   |  |  |

**Consent Agenda Action**

|                                 |            |       |
|---------------------------------|------------|-------|
| Committee Members in Attendance | Names      | _____ |
|                                 | Motion by: | _____ |
| Second By:                      | _____      |       |
| Committee Decision              | _____      |       |

**Consent and Regular Agenda Signatures**

|                 |            |       |
|-----------------|------------|-------|
| Budget          | Name/Title | _____ |
| Awards Chairman | Name/Title | _____ |
| Procurement     | Name/Title | _____ |
| Legal           | Name/Title | _____ |

**JEA Awards Agenda  
March 12, 2026  
225 North Pearl St., Jacksonville, FL 32202 - Board Room 1st Floor**

[Teams Meeting Info](#)

**Consent Agenda**

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for **Formal Purchases** as defined by Section 3-101 of the JEA Procurement Code. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

| Award #   | Type of Award            | Solicitation # & Short Description/Title                 | VP      | Awardee   | Funding Source | Business Unit Estimate | Award Amount   | Original Award Amount | New Not-to-Exceed | Amendments | Term (Projected Start Date - End Date)  | JSEB Participation (Y/N) If Y, then list company name(s) (% S - awarded) |
|---|--------------------------|--|---------|---|----------------|------------------------|----------------|-----------------------|-------------------|------------|---|--|
| 1   | Minutes                  | Minutes from 03/05/2026 Meeting                          | N/A     | N/A   | N/A            | N/A                    | N/A            | N/A                   | N/A               | N/A        | N/A   | N/A  |
| 2   | Invitation for Bid (IFB) | 1412097247 Electric Biomass Screen Separator             | Erixton | RPM Crushers & Screens, LLC dba RPM Equipment Sales & Rentals | Capital        | \$450,000.00           | \$510,930.00   | N/A                   | \$510,930.00      | N/A        | One-Time Purchase<br>Start Date: 03/13/2026<br>End Date: 08/31/2026                       | N  |
| <p>Advertised: 01/09/2026<br/>No Pre-Bid Meeting<br/>Opened: 02/11/2026<br/>Four (4) Bids Received:<br/>-RPM Crushers &amp; Screens, LLC dba RPM Equipment Sales &amp; Rentals - \$510,930.00<br/>-Technology International, Inc. - \$514,000.00<br/>-Edge Innovate - \$555,750.00<br/>-Process Equipment, Inc. dba Process Barron - \$1,349,040.00</p> <p>For additional information contact: Victoria Holloway</p> <p>This award request is for the purchase of one (1) electric Trommel Screener System for use at the Northside Generating Station (NSGS) to process biomass fuel (tree mulch) for Units 1 and 2 Circulating Fluidized Bed (CFB) boilers. Oversized material greater than three (3) inches, including logs and occasional stumps, has been received in supplier deliveries and has caused damage to feed screws and downstream conveying equipment. Evaluation of both vibratory and Trommel screening units determined that the Trommel screener provides the most effective separation of oversized material, protecting equipment and improving operational reliability.</p> <p>Budget estimate for this project was \$450,000. The lowest responsive bid received, in the amount of \$510,930, is 13.54% higher than the estimate. The variance is attributed to current market conditions and increases in equipment, material, and manufacturing costs since the estimate was originally developed. The Business Unit has reviewed the pricing and determined it to be fair and reasonable given the overall proximity of bids submitted.</p>   |                          |  |         |   |                |                        |                |                       |                   |            |   |  |
| 3   | Contract Increase        | 1411020446 Electric System Planning Future Needs Studies | Erixton | Burns & McDonnell Engineering Company, Inc.                   | O&M            | \$5,700,000.00         | \$5,700,000.00 | \$1,200,000.00        | \$6,900,000.00    | N/A        | Five (5) Years w/Two (2) 1-Yr. Renewals<br>Start Date: 04/07/2023<br>End Date: 04/06/2028 | N  |
| <p>Originally Awarded: 03/30/2023<br/>For additional information contact: Jason Behr</p> <p>This contract increase request is for the Electric System Planning Future Needs Study. The original solicitation established a contract vehicle to support both long-term strategic planning initiatives and ongoing operational and regulatory studies on an as-needed basis, and the consultant was competitively selected to perform this work. Funding for the Integrated System Plan (ISP) and related system planning efforts has since been approved for execution beginning this fiscal year; however, the current contract authorization limit is insufficient to accommodate the approved scope of work. Increasing the contract limit will align the authorization with the approved budget and allow the planned work to proceed without interruption.</p> <p>The need for additional funding is primarily driven by the scale and complexity of the ISP initiative and the continued demand for operational studies. The ISP requires substantially more detailed analysis than originally estimated to deliver actionable outcomes such as infrastructure siting, real estate acquisition priorities, and equipment procurement schedules. Work includes developing transferable load forecasting methodologies for internal use, performing detailed GIS-based build-out modeling across approximately 93,000 developable acres and multiple growth corridors, integrating grid modernization considerations (such as distributed energy resources and EV infrastructure) into traditional planning, and coordinating cross-functional planning efforts with real estate and other departments. In addition, JEA continues to require NERC compliance studies, interconnection analyses, and other transmission and distribution studies necessary to maintain system reliability and regulatory compliance. Together, these efforts exceed the current contract authorization, making the increase necessary to support the approved work program.</p> <p>There have been no rate increases beyond the annual Consumer Price Index (CPI) permitted under the terms of the contract.</p> |                          |  |         |   |                |                        |                |                       |                   |            |   |  |
| 4   | Contract Increase        | 141052147 Insulation & Lagging Services for JEA          | Erixton | UNITHERM INC  | O&M, Capital   | \$943,255.00           | \$943,255.00   | \$3,563,000.00        | \$4,506,255.00    | 0          | Five (5) Years w/Two (2) 1-Yr. Renewals<br>Start Date: 07/30/2022<br>End Date: 07/29/2027 | N  |
| <p>Originally Awarded: 06/23/2022<br/>For additional information contact: Jason Behr</p> <p>This contract increase request is for Insulation and Lagging Services for JEA. The need for additional funding is due to a higher volume of O&amp;M and Capital project work than originally projected when the contract was awarded in 2022. Based on historical maintenance spending and anticipated capital projects, this increase is expected to support the remaining term of the contract.</p> <p>The scope of work includes providing all materials, labor, equipment, supervision, transportation, and disposal necessary to perform lagging and insulation services. Services include the installation, repair, maintenance, and replacement of insulation and lagging systems on piping, equipment, and associated components to support operational, maintenance, and reliability needs.</p> <p>There have been no rate increases beyond the annual Consumer Price Index (CPI) permitted under the terms of the contract.</p>   |                          |  |         |   |                |                        |                |                       |                   |            |   |  |

**Consent Agenda Action**

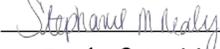
|                                 |   |  |
|---------------------------------|---|--|
| Committee Members in Attendance | Names   | Ted Phillips, Garry Baker, Jordan Pope |
| Motion by:                      | Jordan Pope   |  |
| Second By:                      | Garry Baker   |  |
| Committee Decision              | Approved award items 1,2 and 4 - Award item 3 is deferred |  |

# Award #1 Supporting Documents 03-19-2026

## Regular Agenda

| Award #  | Type of Award | Solicitation # & Short Description/Title  | VP      | Awardee  | Award Amount   | Business Unit Estimate | Original Award Amount | New Not-to-Exceed | Amendments | Term   | JSEB Participation (Y/N) If Y, then list company name(s) (% S - awarded) | Action   |
|--|---------------|---|---------|--|----------------|------------------------|-----------------------|-------------------|------------|--|--|--|
| 1  | Single Source | Single Source to Schweitzer Engineering Laboratories, Inc. and affiliate SEL Engineering Services, Inc. | Erixton | Schweitzer Engineering Laboratories, Inc. and affiliate SEL Engineering Services, Inc. | \$4,506,532.83 | \$4,506,532.83         | N/A                   | \$4,506,532.83    | N/A        | Three (3) Years w/Two (2) 1-Yr. Renewals<br>Start Date: 03/26/2026<br>End Date: 03/25/2029 | N  | <p><b>Motion by:</b><br/>Garry Baker</p> <hr/> <p><b>Second by:</b><br/>Jordan Pope</p> <hr/> <p><b>Committee Decision:</b><br/>Approved</p> <hr/> |
| <p>For additional information contact: Lynn Rix</p> <p>This award request secures the supply of standardized relays, control components, and technical services for JEA's Transmission and Distribution substations. Since 1993, JEA has standardized on Schweitzer Engineering Laboratories (SEL) equipment; this agreement continues that partnership to support both capital and maintenance projects. Specifically, JEA will upgrade legacy electromagnetic and first-generation relays to current SEL models to ensure NERC/FERC compliance and enhance overall grid reliability. Beyond equipment supply, the contract allows JEA to access ad-hoc engineering services, including equipment design and system integration.</p> <p>The newly quoted pricing reflects a 20% increase over 2020 contract rates, averaging a reasonable 4% annual adjustment. The total award amount is based on a three-year forecast of substation project requirements, including eight (8) new substations.</p> <p><b>DISCUSSION/ACTION:</b> Ted Phillips asked for clarification on why this is a Single Source. Ryan Heaton explained that SEL is justified as a single-source award because their relay technology has been the accepted system standard since 1993, and the equipment is already deeply integrated into existing operations. Changing suppliers now would require altering established relay philosophies and would introduce significant performance and reliability risks. He emphasized SEL's strong responsiveness, reliable supply chain, and consistent performance over decades.</p> <p><b>DISCUSSION/ACTION PARTICIPANTS:</b> Ted Phillips, Ryan Heaton</p> |               |   |         |  |                |                        |                       |                   |            |  |  |  |

## Consent and Regular Agenda Signatures

|                 |            |   |
|-----------------|------------|---|
| Budget          | Name/Title |  |
| Awards Chairman | Name/Title |  |
| Procurement     | Name/Title |  |
| Legal           | Name/Title |  |

**Professional Services and Master License Agreement**

**AMENDMENT # 9  
TO CONTRACT # JEA11681**

**BETWEEN  
JEA  
AND  
CGI TECHNOLOGIES AND SOLUTIONS INC.**

**THIS AMENDMENT NUMBER 9 (“Nineth Amendment”)** is made and entered into this 28<sup>th</sup> day of August, 2025, (the “Effective Date”), by and between **JEA**, a body politic and corporate located at 225 N. Pearl St., Jacksonville, Florida, 32202, and **CGI TECHNOLOGIES AND SOLUTIONS INC.**, a Delaware corporation authorized to perform work in the State of Florida, with a principal address of 11325 Random Hills Road, Fairfax, VA 22030 (the “Company”).

**RECITALS:**

**WHEREAS**, on **September 8, 2011**, JEA entered into “**Professional Services for Software Support**”, which shall be in effect until **Project Completion**, and a Master License Agreement, which shall be in effect until otherwise terminated, (both the Master License Agreement and Professional Agreement shall be referred to as the “Original Agreement”) and the Original Agreement stated it shall not exceed **Nine Hundred Thousand and 00/100 Dollars (\$900,000.00)** (“Maximum Indebtedness”); and

**WHEREAS**, on **May 10, 2012**, the JEA Awards Committee agreed to increase the Maximum Indebtedness in the amount of **One Hundred Seventy-Nine Thousand Thirty-Two and 00/100 Dollars (\$179,032.00)**, for additional scope of work; and

**WHEREAS**, on **August 16, 2012**, the JEA Awards Committee agreed to increase the Maximum Indebtedness by **Fifty-One Thousand Six Hundred Sixty-Two and 00/100 Dollars (\$51,662.00)**, for enhancements to the event notification system; and

**WHEREAS**, on **October 25, 2023**, JEA and the Company agreed to revise and replace Section 2.2 of the Solicitation; and

**WHEREAS**, on **January 04, 2024**, the JEA Awards Committee approved an increase to the Professional Services for Software Support and the Master License Agreement in the amount of **Five**

**Million Five Hundred Seventy-Five Thousand and 00/100 Dollars (\$5,575,000.00)**, and the Term of Professional Services for Software Support shall continue until Project Completion, and the Master License Agreement shall continue until otherwise terminated; and

**WHEREAS**, Amendment # 4 dated **January 4, 2024**, only authorized the expenditure of **Six Hundred Twenty Nine Thousand and 00/100 Dollars (\$629,000.00)** of the JEA awarded amount of **Five Million Five Hundred Seventy-Five Thousand and 00/100 Dollars (\$5,575,000.00)**; and

**WHEREAS**, on **January 04, 2024**, JEA increased the Maximum Indebtedness in the amount of **Four Million and 00/100 Dollars (\$4,946,000.00)**, which is the remaining funds of the **Five Million Five Hundred Seventy-Five Thousand and 00/100 Dollars (\$5,575,000.00)** approved by the JEA Awards Committee; and

**WHEREAS**, on **July 26, 2024**, JEA increased the Maximum Indebtedness in the amount of **One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00)**, as allowed by the JEA Procurement Code, for a new Maximum Indebtedness of **Five Million Five Hundred Seventy-Five Thousand and 00/100 Dollars (\$5,750,000.00)**; and

**WHEREAS**, on **August 16, 2024**, JEA increased the Maximum Indebtedness in the amount of **Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00)**, as allowed by the JEA Procurement Code, for a new Maximum Indebtedness of **Five Million Nine Hundred Seventy Five Thousand and 00/100 Dollars (\$5,975,000.00)**; and

**WHEREAS**, on **June 27, 2025**, JEA increased the Maximum Indebtedness in the amount of **One Hundred Thousand and 00/100 Dollars (\$100,000.00)**, as allowed by the JEA Procurement Code, for a new Maximum Indebtedness of **Six Million Seventy-Five Thousand and 00/100 Dollars (\$6,075,000.00)**; and

**WHEREAS**, JEA now desires to increase the Maximum Indebtedness in the amount of **Ninety-Five Thousand Two Hundred Seventy-Three and 89/100 Dollars (\$95,273.89)**, as approved by the JEA Awards Committee on **August 28, 2025**, for a new Maximum Indebtedness of **Six Million One Hundred Seventy Thousand Two Hundred Seventy-Three and 89/100 Dollars (\$6,170,273.89)** .

IN CONSIDERATION of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

**AGREEMENT:**

1. **Maximum Indebtedness.** The Maximum Indebtedness of the Original Agreement shall be increased by **Ninety-Five Thousand Two Hundred Seventy-Three and 89/100 Dollars (\$95,273.89)**, and shall be invoiced to JEA in accordance with **Exhibit A**, attached hereto. The Maximum Indebtedness shall now be **Six Million One Hundred Seventy Thousand Two Hundred Seventy-Three and 89/100 Dollars (\$6,170,273.89)**.

2. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

SAVE AND EXCEPT as hereby specifically amended herein, the terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment the day and year first above written.

**SIGNATURES TO FOLLOW**

CGI TECHNOLOGIES AND SOLUTIONS,  
INC.

Signature:

*Craig S. Naha*

Signed on 09/04/2025 | 19:44:40 (GMT -5:00)

---

Email: craig.naha@cgi.com  
Name: Craig Naha  
Title: VP - Utilities & Energy  
Date: 09/04/2025 | 19:44:40 (GMT -5:00)

JEA

Signature:

*Jenny McCollum*

Signed on 09/04/2025 | 19:59:19 (GMT -5:00)

---

Email: gleejs@jea.com  
Name: Jenny McCollum  
Title: Director, Procurement Services  
Date: 09/04/2025 | 19:59:19 (GMT -5:00)

JEA-Witness

Signature:

*Jessica Talley*

Signed on 09/05/2025 | 07:58:31 (GMT -5:00)

---

Email: talljb@jea.com  
Name: Jessie Talley  
Title: Contracts Associate  
Date: 09/05/2025 | 07:58:31 (GMT -5:00)

**EXHIBIT A**

|            |                |                  |                 |
|------------|----------------|------------------|-----------------|
| <b>CGI</b> | <b>INVOICE</b> | Invoice          | US002188875     |
|            |                | Invoice date     | July 15, 2025   |
|            |                | Payment due date | August 14, 2025 |
|            |                | Page             | 1 of 1          |

Jacksonville Electric Authority  
 Attention: Attention: Accounts Payable  
 225 North Pearl Street  
 Jacksonville FL 32202  
 United States

Customer number USA0001185  
 Project 300000000095759  
 Payment Term Net 30 Days  
 CGI Contact vinod.kumar.c.y@cgi.com  
 Contract JEA11681  
 PO Num. 219453

Ship To Address: Jacksonville Electric Authority 225 North Pearl Street Jacksonville FL 32202 United States

Description: JEA OG travel  
 For billing inquiries please contact:  
 client.services.crp@cgi.com / 514 841-3484 / 1 866 624-9056

**Amount due: 27,547.34 USD**

| Description | MM-DD-YYYY | Quantity | UOM | Rate | VAT/TAX | Amount |
|-------------|------------|----------|-----|------|---------|--------|
|-------------|------------|----------|-----|------|---------|--------|

Invoicing period From 07-08-2025 To 08-10-2025

|                          |  |  |  |    |  |           |
|--------------------------|--|--|--|----|--|-----------|
| JEA OG travel and living |  |  |  | 0% |  | 27,547.34 |
|--------------------------|--|--|--|----|--|-----------|

Total amount: 27,547.34

NON TAXABLE 0% 0.00

Total tax/VAT: 0.00

Amount due: 27,547.34 USD

Attn: edgacl@jea.com

Bank Address: PNC Bank, N.A., 800 17th St. NW 3rd Floor, Washington, DC 20006  
 Check Payments: CGI Technologies and Solutions Inc, PO Box 779198, Chicago, IL 60677-9198  
 Document classification: Confidential

CGI TECHNOLOGIES AND SOLUTIONS INC.  
 11325 Random Hills Road  
 Fairfax (VA) 22030  
 United States  
 Tel: +1 7032678000

Company ID 54-0856778

ACCOUNT: 8026527114  
 ACH PAYMENT ABA: 031207607  
 DOMESTIC WIRES ABA: 043000096  
 Swift ID/BIC: PNCUS33

# Award #2 Supporting Documents 03-19-2026

|   |                |                  |                    |
|---|----------------|------------------|--------------------|
|  | <b>INVOICE</b> | Invoice          | US002190591        |
|   |                | Invoice date     | August 06, 2025    |
|   |                | Payment due date | September 05, 2025 |
|   |                | Page             | 1 of 1             |

Jacksonville Electric Authority  
Attention: Attention: Accounts Payable  
225 North Pearl Street  
Jacksonville FL 32202  
United States

Customer number USA0001185  
Project 300000000095759  
Payment Term Net 30 Days  
CGI Contact vinod.kumar.c.y@cgi.com  
Contract JEA11681  
PO Num. 219453

Ship To Address: Jacksonville Electric Authority 225 North Pearl Street Jacksonville FL 32202 United States

Description: JEA OG travel  
For billing inquiries please contact:  
client.services.crp@cgi.com / 514 841-3484 / 1 866 624-9056

**Amount due: 11,746.76 USD**

| Description | MM-DD-YYYY | Quantity | UOM | Rate | VAT/TAX | Amount |
|-------------|------------|----------|-----|------|---------|--------|
|-------------|------------|----------|-----|------|---------|--------|

Invoicing period From 07-24-2025 To 08-24-2025

|                        |  |  |  |    |  |           |
|------------------------|--|--|--|----|--|-----------|
| JEA -Travel and Living |  |  |  | 0% |  | 11,746.76 |
|------------------------|--|--|--|----|--|-----------|

|                |                      |
|----------------|----------------------|
| Total amount:  | <b>11,746.76</b>     |
| NON TAXABLE 0% | 0.00                 |
| Total tax/VAT: | 0.00                 |
| Amount due:    | <b>11,746.76 USD</b> |

Bank Address: PNC Bank, N.A., 800 17th St. NW 3rd Floor, Washington, DC 20006  
Check Payments: CGI Technologies and Solutions Inc, PO Box 779198, Chicago, IL 60677-9198  
Document classification: Confidential

CGI TECHNOLOGIES AND SOLUTIONS INC.  
11325 Random Hills Road  
Fairfax (VA) 22030  
United States  
Tel: +1 7032678000

Company ID 54-0856778

ACCOUNT: 8026527114  
ACH PAYMENT ABA: 031207607  
DOMESTIC WIRES ABA: 043000096  
Swift ID/BIC: PNCCUS33

|   |                  |                  |                    |
|---|------------------|------------------|--------------------|
|  | <h1>INVOICE</h1> | Invoice          | US002191616        |
|   |                  | Invoice date     | August 14, 2025    |
|   |                  | Payment due date | September 13, 2025 |
|   |                  | Page             | 1 of 1             |

Jacksonville Electric Authority  
 Attention: Attention: Accounts Payable  
 225 North Pearl Street  
 Jacksonville FL 32202  
 United States

Customer number USA0001185  
 Project 300000000095759  
 Payment Term Net 30 Days  
 CGI Contact vinod.kumar.c.y@cgi.com  
 Contract JEA11681  
 PO Num. 219453

Ship To Address: Jacksonville Electric Authority 225 North Pearl Street Jacksonville FL 32202 United States

Description: JEA OG travel  
 For billing inquiries please contact:  
 client.services.crp@cgi.com / 514 841-3484 / 1 866 624-9056

**Amount due: 18,406.79 USD**

| Description | MM-DD-YYYY | Quantity | UOM | Rate | VAT/TAX | Amount |
|-------------|------------|----------|-----|------|---------|--------|
|-------------|------------|----------|-----|------|---------|--------|

Invoicing period From 08-14-2025 To 09-14-2025

|                               |  |  |  |    |  |           |
|-------------------------------|--|--|--|----|--|-----------|
| JEA -Travel and Living - SAT7 |  |  |  | 0% |  | 18,406.79 |
|-------------------------------|--|--|--|----|--|-----------|

Total amount: **18,406.79**

NON TAXABLE 0% 0.00

Total tax/VAT: 0.00

Amount due: **18,406.79 USD**

Attention: Edgar, Cynthia <edgacl@jea.com>

Bank Address: PNC Bank, N.A., 800 17th St. NW 3rd Floor, Washington, DC 20006  
 Check Payments: CGI Technologies and Solutions Inc, PO Box 779198, Chicago, IL 60677-9198  
 Document classification: Confidential

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Company ID 54-0856778

ACCOUNT: 8026527114  
 ACH PAYMENT ABA: 031207607  
 DOMESTIC WIRES ABA: 043000096  
 Swift ID/BIC: PNCCUS33

## CGI: Open Grid Transformation Pricing List

| Item description                       | Price (\$US) |
|--|--------------|
| Core Project Services                  | \$2,660,000  |
| Enhancements (including Water Model)   | \$1,550,000  |
| Organizational Change Management (OCM) | \$450,000    |
| InSights - Implementation Services     | \$150,000    |
| OpenGrid Licenses*                     | \$629,000    |
| Total                                  | \$5,439,000  |

**Award #3 Supporting Documents 03-19-2026**

1412104046 (IFB) Acid & Caustic Pipe Replacement  
Appendix B - Bid Forms

Submit the Response an electronic pdf in accordance with the procedures in the solicitation

Company Name: Mid-State Industrial Maintenance

Company's Address: 2730 Mine & Mill Road, Lakeland, FL 33803

License Number: CGC1527578

Phone Number: (863) 665-6233 FAX No: \_\_\_\_\_ Email Address: spower@msindustrialcorp.com

**BID SECURITY REQUIREMENTS**

- ~~None required~~
- ~~Certified Check or Bond Five Percent (5%)~~

\*\*\*Bid Bond to be provided under separate cover\*\*\*

**TERM OF CONTRACT**

- One Time Purchase
- Term - N/A
- Other, Specify - Project Completion

**SAMPLE REQUIREMENTS**

- None required
- Samples required prior to Bid Opening
- Samples may be required subsequent to Bid Opening

**SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**

- ~~None required~~
- ~~Bond required 100% of Bid Award~~

\*\*\*P&P Bond is not included in this proposal. Bond to be provided under separate cover\*\*\*

**QUANTITIES**

- Quantities indicated are exacting
- Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

**INSURANCE REQUIREMENTS**

**Insurance required**

**PAYMENT DISCOUNTS**

- 1% 20, net 30
- 2% 10, net 30
- Other \_\_\_\_\_
- None Offered

| Item No. | ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES: | TOTAL BID PRICE     |
|----------|--|---------------------|
| 1        | <b>Total Bid Price – Transferred from Bid Workbook</b>           | <u>\$702,431.80</u> |

**I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public “as-is”.**

**BIDDER CERTIFICATION**

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda

Zach Miller

03/03/2026

Handwritten Signature of Authorized Officer of Company or Agent

Date

1 through 3

Zach Miller - Chief Commercial Officer

Printed Name and Title

**Award #3 Supporting Documents 03-19-2026**

1412104046 (IFB) Acid & Caustic Pipe Replacement  
Appendix B - Bid Forms

**THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED BIDDER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.**

**THE BIDDER MUST COMPLETE THE BIDDER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE BIDDER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.**

**BIDDER INFORMATION**

COMPANY NAME: MID-STATE INDUSTRIAL MAINTENANCE

BUSINESS ADDRESS: 2730 MINE & MILL ROAD

CITY, STATE, ZIP CODE: LAKELAND, FL 33801

TELEPHONE: (863) 665-6233

FAX: N/A

E-MAIL: spower@msindustrialcorp.com

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Stacy Power

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Stacy Power

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Stacy Power - Account Manager

**MINIMUM QUALIFICATIONS:**

Respondent must meet the following Minimum Qualifications to be considered eligible to have its Response evaluated by JEA. Respondent must complete and submit the Minimum Qualification Form provided in this Solicitation. Respondents that are working or have worked for JEA in the past 2 years involving similar work must submit JEA as a reference. JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Respondent meets the requirements stated above.

JEA may reject Responses from Respondents not meeting all of the following Minimum Qualifications:

- I. Respondent must not be on the State of Florida Convicted Vendor List, State of Florida's Suspended Vendor List, the City of Jacksonville's Disqualified Vendor List, have their bidding privileges actively suspended by JEA, been debarred by JEA, or have had a contract with JEA was terminated for default within the last two (2) years.
- II. Bidder shall have completed or be in the process of performing two (2) similar contracts within the last 5 years. A similar contract is defined as installation of industrial piping systems of similar size and scope as outlined in the Appendix A Technical Specifications with a contract value of at least \$350,000.
- III. The Respondent shall comply with the technical and commercial specifications for this solicitation.

# Award #3 Supporting Documents 03-19-2026

## 1412104046 (IFB) Acid & Caustic Pipe Replacement Appendix B - Bid Forms

### 1. REFERENCE

Reference Name: See Reference Matrix Below:

---

| Account                            | Description  | Total           | Close Date | Contact         | Phone                 |
|------------------------------------|--|-----------------|------------|-----------------|-----------------------|
| Atalco Alumina Gramercy LA         | 2024 Fall Outage - ESP Rebuild   | \$ 1,700,000.00 |            | Dillion Landary | 225-869-2297          |
| Alcoa Evansville                   | Alcoa - Scrubber Inspection and Repairs                                    | \$ 1,620,000.00 | 10/30/2024 | Bruce Sloan     | 812-480-3953          |
| Dominion Energy - Williams Station | Dominion Energy Williams Station_Replace IR Bump outs with Straight Panels | \$ 152,254.71   | 04/22/24   | Jason Freeman   | 843-553-8671          |
| Gainesville Regional Utilities     | Spring Outage Deerhaven Unit 2   | \$ 628,675.20   | 02/16/24   | Mike Rutter     | 352-222-7039          |
| United States Sugar Corporation    | US Sugar Summer Maintenance 2024   | \$ 1,751,465.59 | 02/01/24   | Brett Nesbitt   | 863-902-2783          |
| Santee Cooper Winyah               | Santee Cooper Winyah_RFQ No.232043_Unit 2 HTSH and Reheater Replacement    | \$ 8,754,427.39 | 01/05/24   | Jordan Harris   | 843-761-8000 Ext 4754 |
| Westrock Florence                  | WestRock Florence_AO23 Recovery Outage                                     | \$ 536,895.79   | 09/08/23   | Jason Elliot    | 843-250-7741          |
| Westrock Florence                  | WestRock Florence_AO23 Combination Boiler                                  | \$ 428,930.79   | 09/08/23   | Jessie Bishop   | 843-269-6571          |

### 2. REFERENCE

Reference Name: See Reference Matrix Below:

---

| Account                            | Description  | Total           | Close Date | Contact         | Phone                 |
|------------------------------------|--|-----------------|------------|-----------------|-----------------------|
| Atalco Alumina Gramercy LA         | 2024 Fall Outage - ESP Rebuild   | \$ 1,700,000.00 |            | Dillion Landary | 225-869-2297          |
| Alcoa Evansville                   | Alcoa - Scrubber Inspection and Repairs                                    | \$ 1,620,000.00 | 10/30/2024 | Bruce Sloan     | 812-480-3953          |
| Dominion Energy - Williams Station | Dominion Energy Williams Station_Replace IR Bump outs with Straight Panels | \$ 152,254.71   | 04/22/24   | Jason Freeman   | 843-553-8671          |
| Gainesville Regional Utilities     | Spring Outage Deerhaven Unit 2   | \$ 628,675.20   | 02/16/24   | Mike Rutter     | 352-222-7039          |
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| Santee Cooper Winyah               | Santee Cooper Winyah_RFQ No.232043_Unit 2 HTSH and Reheater Replacement    | \$ 8,754,427.39 | 01/05/24   | Jordan Harris   | 843-761-8000 Ext 4754 |
| Westrock Florence                  | WestRock Florence_AO23 Recovery Outage                                     | \$ 536,895.79   | 09/08/23   | Jason Elliot    | 843-250-7741          |
| Westrock Florence                  | WestRock Florence_AO23 Combination Boiler                                  | \$ 428,930.79   | 09/08/23   | Jessie Bishop   | 843-269-6571          |



## **VENDOR CONFLICT OF INTEREST DISCLOSURE FORM INSTRUCTIONS**

Vendors shall not try to gain an unfair competitive advantage or influence the ability of JEA officers and employees to make impartial and objective decisions on behalf of JEA.

All vendors interested in conducting business with JEA must complete and return the Vendor Conflict of Interest Disclosure Form found on the following page in order to be eligible to be awarded a contract with JEA. Please note that all vendors are subject to comply with JEA's conflict of interest policies provided below.

1. No JEA officer (e.g., JEA Board member and elected City official) or employee has an ownership interest of more than 5% in vendor's company.
2. No JEA officer or employee is an officer, director, partner or proprietor of vendor's company.
3. No JEA officer or employee is employed by or being considered for employment by vendor's company.
4. No JEA officer or employee work as a consultant or has a contractual relationship with vendor's company.
5. No JEA officer or employee will derive a personal financial gain or loss from this contract.
6. No relative of a JEA officer of employee will derive a personal financial gain or loss from this contract. (Relatives include a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.)

If a vendor has one or more relationships with a JEA officer or employee or a relative of a JEA officer or employee that meets the criteria described above, then the vendor shall disclose the information by completing the Conflict of Interest Form on the following page.



**CONFLICT OF INTEREST DISCLOSURE FORM**

Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest, and they are detected by JEA, vendor may be **disqualified** from doing business with JEA.

Questions about this form? Contact (JEA, Buyer)

|  |  |
|--|--|
| JEA Bid/Solicitation/Contract Number:<br>1412104046  | Name of JEA Employee(s) Working on Vendor's Current Contract(s) with JEA:  |
| Vendor Name:<br>Mid-State Industrial Maintenance   | Vendor Phone:<br>(863) 665-6233  |
| Vendor's Authorized Representative Name and Title:<br>Stacy Power - Account Manager  | Authorized Representative's Phone:<br>(843) 297-1987   |
| <b>NAME(S) OF JEA EMPLOYEE(S) / PUBLIC OFFICER(S) WITH POTENTIAL CONFLICT OF INTEREST</b>  |  |
| Name of JEA public officer(s), employee(s), or relatives with whom there may be a potential conflict of interest. If more than five, attach a second form.   | Relationship of JEA public officer(s)/employee(s) and/or relative(s) to vendor's company from list above (e.g. 1(a), 2, etc.). Please list all that apply: |
| 1.   |  |
| 2.   |  |
| 3.   |  |
| 4.   |  |
| 5.   |  |
| <input checked="" type="checkbox"/> Vendor has no conflict of interest to report.<br><br><input checked="" type="checkbox"/> Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any JEA officer or employee to obtain or maintain a contract.<br><br><input checked="" type="checkbox"/> I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor. |  |
| Vendor's Authorized Representative Signature:<br><i>Stacy Power</i>  | Date:<br>03/03/2026  |

**Award #3 Supporting Documents 03-19-2026**

1412104046 (IFB) Acid & Caustic Pipe Replacement  
Appendix B - Bid Forms

**FOR JEA USE ONLY IF CONFLICT NOTED**

**This form has been reviewed by:**

|                             |            |       |
|-----------------------------|------------|-------|
| Name of JEA Ethics Officer: | Signature: | Date: |
| Note:                       |            |       |

**Award #3 Supporting Documents 03-19-2026**

Project: ACID/CAUSTIC PIPE REPLACEMENT  
 Location: JEA Northside Generating Station  
 Project Manager: Hans Connell  
 Technical Lead: Miranda Johanning

**BID FORM:** The Contractor shall provide a lump sum price for the materials, fabrication, and installation of the acid and caustic lines that supply all 3 units from east to west storage tanks. Removal of the old existing acid and caustic piping. This bid shall be broken down by the below work items:

| Item Description  | Estimated Number of Workdays              | Bid Price     | Bid Unit |
|---|---|---------------|----------|
| Materials and Construction                                |   |               |          |
| Mobilization and site set-up                              | 2   | \$ 14,311.15  | LS       |
| Fabrication and installation acid pipe to unit 1 and 2    | 16  | \$ 326,603.56 | LS       |
| Fabrication and installation acid pipe to unit 3          | 4   | \$ 137,502.19 | LS       |
| Fabrication and installation caustic pipe to unit 1 and 2 | 16  | \$ 153,414.21 | LS       |
| Fabrication and installation caustic pipe to unit 3       | 4   | \$ 48,580.21  | LS       |
| Removal of acid pipe                                      | 1   | \$ 5,505.12   | LS       |
| Removal of caustic pipe                                   | 1   | \$ 5,505.12   | LS       |
| Site clean up   | 1   | \$ 5,505.12   | LS       |
| Demobilization  | 1   | \$ 5,505.12   | LS       |
|   |   |               |          |
|   |   |               |          |
|   |   |               |          |
|   |   |               |          |
|   |   |               |          |
|   | 46  |               |          |
|   |   | \$ 702,431.80 | LS       |
|   | <b>TOTAL:</b>                             | \$ 702,431.80 | LS       |
|   | <b>Estimated Lead Time for materials:</b> | 135           | Days     |



## SUBCONTRACTOR BID FORM

### List of Subcontractors

**JEA Solicitation Number** 1412104046

**Tier 1 Prime Contractor Business Name:** Mid-State Industrial Maintenance

The referenced solicitation requires certain major Subcontractors be listed on this form, unless the work will be self-performed by the Tier 1 Prime Contractor.

The undersigned understands that failure to submit the required Subcontractor information on this form may result in bid rejection, and the Tier 1 Prime Contractor agrees to employ the Subcontractors specified below: *(Add additional lines if necessary)*

Note: This list of Subcontractors shall not be modified subsequent to bid opening, without a showing of good cause and the written consent of JEA.

#### JSEB Subcontractors - Jacksonville Small & Emerging Business Program (JSEB)

A certified JSEB business who contracts with the Tier 1 Prime Contractor to provide goods and/or services. All fields are required to be completed on this section of the form.

*The JSEB Subcontractors section of the form is required for any projects with a JSEB participation requirement.*

| JSEB Business Name | JSEB Primary Contact Name | JSEB Telephone Number | JSEB Email Address | JSEB Certification?<br><small>Yes or No (select from the drop down menu)</small> | Scope of Work | % of work | Dollar Amount |
|--------------------|---------------------------|-----------------------|--------------------|--|---------------|-----------|---------------|
|                    |                           |                       |                    |  |               |           | \$0.00        |
|                    |                           |                       |                    |  |               |           | \$0.00        |
|                    |                           |                       |                    |  |               |           | \$0.00        |
|                    |                           |                       |                    |  |               |           | \$0.00        |
|                    |                           |                       |                    |  |               |           | \$0.00        |

#### Tier 2 Subcontractors

A Subcontractor who contracts with the Tier 1 Prime Contractor to provide goods and/or services. Please list all major Subcontractors, regardless of diversity status, that will be providing goods and/or services. Submission of Subcontractor Ethnicity or Diverse Classification is optional.

*The Tier 2 Subcontractors section of the form is required.*

| Subcontractor Business Name | Subcontractor Primary Contact Name | Subcontractor Telephone Number | Subcontractor Email Address  | Subcontractor Ethnicity or Diverse Classification<br><small>(select from the drop down menu, if applicable)</small> | Scope of Work | % of work | Dollar Amount |
|-----------------------------|------------------------------------|--------------------------------|--|---|---------------|-----------|---------------|
| Legacy Thermal Solutions    | Chase Bourgoin                     | (207) 939-3527                 | <a href="mailto:cbourgoin@legacythermal.com">cbourgoin@legacythermal.com</a> | N/A   | Heat Trace    | 6.80%     | \$47,938.00   |
|                             |                                    |                                |  |   |               |           | \$0.00        |
|                             |                                    |                                |  |   |               |           | \$0.00        |
|                             |                                    |                                |  |   |               |           | \$0.00        |
|                             |                                    |                                |  |   |               |           | \$0.00        |

#### Tier 3 Subcontractors - Utilization of Diverse Businesses Only

A diverse Subcontractor who contracts with a Tier 2 Subcontractor to provide goods and/or services.

*The Tier 3 Subcontractors section of the form is optional.*

| Diverse Subcontractor Business Name | Diverse Subcontractor Primary Contact Name | Diverse Subcontractor Telephone Number | Diverse Subcontractor Email Address | Diverse Subcontractor Ethnicity or Classification<br><small>(select from the drop down menu, if applicable)</small> | Scope of Work | % of work | Dollar Amount |
|-------------------------------------|--|--|-------------------------------------|---|---------------|-----------|---------------|
|                                     |  |  |                                     |   |               |           | \$0.00        |
|                                     |  |  |                                     |   |               |           | \$0.00        |
|                                     |  |  |                                     |   |               |           | \$0.00        |
|                                     |  |  |                                     |   |               |           | \$0.00        |
|                                     |  |  |                                     |   |               |           | \$0.00        |

**Signed:** \_\_\_\_\_ Stacy Power

**Title:** \_\_\_\_\_ Account Manager

**Date:** \_\_\_\_\_ 3/3/2026



## PROPOSAL

---

Date: March 3, 2026

Quote: 2601-460MS0  
Project Name: Small bore Acid and Caustic Piping Replacement

Customer: JEA Westside  
Location: Jacksonville, FL

**Attention:** Zycus

---

SMS Industrial Services is pleased to offer this proposal for the project referenced above as follows:

### Scope of Work

1. Mobilize, stage materials & equipment.
2. Remove and replace 1,500ft. of 1" Sch.80 C/S caustic piping with Heat Trace.
3. Remove and replace 1,500ft. of 1 1/2" Sch.40, 316SS PTFE lined acid piping.
4. Clean up & demobilize.

### Pricing

**SMS Firm Pricing for the above Work Scope is: \$702,431.80**

### Schedule

1. Field work to be performed Monday through Saturday, excluding holidays, (10) hours per shift one shift per day.

### Clarifications

1. Permits to be ready by 7AM each shift with free & clear access to the work areas.
2. Pricing includes costs for indirect labor i.e., project management, safety, administration, etc.
3. Quoted materials prices and lead time are subject to change based upon recent market fluctuations, mill increases and availability. Upon receipt of orders the quoted materials pricing and lead time will be updated and adjusted accordingly.

### Customer Provided Services – *To minimize costs, SMS assumed JEA shall provide the following:*

1. Designated technical and commercial contact.
2. Permitting as required
3. Site specific safety training and access requirements, in addition to the (2) hours per man included in this proposal. If other training is required, it is considered an extra, chargeable on a time and material basis.
4. Staging area for SMS trailer close to work area.
5. Proper lighting in all work areas.
6. 480V / 100 amp / 3-phase power close to work area as required.
7. 110V/single-phase power as required close to work area (SMS distribution panels, office, tool trailer).
8. All electrical and instrumentation requirements (connect and disconnect).
9. Unobstructed access to the work area.
10. All hazardous material abatement and disposal including but not limited to:
  - a. Asbestos
  - b. Hexavalent chromium
  - c. Lead paint
  - d. Cadmium, mercury, heavy metals



- e. Radioactive materials
- f. PCB's
- 11. Scaffolding installation, removal, and support.
- 12. Foundation and structural repairs as required.
- 13. Engineering design and support as required.
- 14. Dumpster close to work area and the removal and disposal of all debris generated on the job site.
- 15. All NDE services including but not limited to MT, LPI, RT, UT, and PMI.
- 16. Hydrostatic test, if required.
- 17. Lagging, insulation and refractory removal and replacement.
- 18. Painting and coatings as required.

**Subcontractors**

- 1. Legacy

**Equipment**

- 1. Tool Trailer
- 2. Welding Machines
- 3. Scissor lifts

**Qualifications**

- 1. MSI ISN rating is "A".
- 2. Milestone payment terms to be negotiated.
- 3. **Unless notified in writing, applicable sales tax will be added to the invoice.**

Thank you for the opportunity to bid on your requirements. We look forward to working with you on this project. Should you have any questions or comments please feel free to contact us.

Respectfully Submitted,

*Stacy Power*

**Stacy Power**  
Account Manager

## Award #4 Supporting Documents 03-19-2026

| HVAC Quote    |                                |                               |             |
|---------------|--------------------------------|-------------------------------|-------------|
| System Size   | Labor                          | Base Installed Price per Unit |             |
|               |                                | Estimated Hours               | Hourly Rate |
| 1.5 - 3.0 Ton | HVAC Mechanic                  | 8                             | 50.41       |
|               | HVAC Mechanic Helper - Laborer | 8                             | 26.78       |
|               |                                |                               |             |
| System Size   | Equipment Pricing              |                               |             |
| 1.5 Ton       | 9572                           |                               |             |
| 2.0 Ton       | 9771                           |                               |             |
| 3.0 Ton       | 10249                          |                               |             |

**Total Bid for HVAC Work** \$628,891.20

### HVAC Bid Considerations

HVAC systems installed under this contract must meet or exceed the minimum efficiency standards required by federal and Florida code, including a **minimum SEER2 rating of 14.3** for residential split-system air conditioners and heat pumps under 45,000 BTU/hr.

JEA anticipates replacement of approximately 60 HVAC systems over a six-month period. While volumes are not guaranteed, the Utility intends to direct the majority of HVAC replacement work to the awarded Contractor, subject to performance.

#### Assume typical installation conditions

- Like for like replacement only
- Single-family detached homes
- Average home 900 - 1600 sqft
- Include new copper refrigerant line set in equipment pricing
- Existing ductwork in serviceable condition
- Existing electrical service is adequate
- Mix of Closet air handlers, attic air handlers and ground-mounted condensers - assume no relocation required in bid
- All units come with 1 year labor warranty

#### Davis-Bacon Prevailing Wages

As of 1/2/2026, the federal government has published the following labor rates related to Residential HVAC installations:

- HVAC Mechanic \$13.78/hour
- HVAC Mechanic Helper \$9.00/hour

These wages represent the minimum that employees assigned to this project must be paid. Contractors can enter wages above this in their bid response - this just represents the wage floor.

## Award #4 Supporting Documents 03-19-2026

| Hot Water Heater Quote |                          |                               |             |
|------------------------|--------------------------|-------------------------------|-------------|
| System Size            | Labor                    | Base Installed Price per Unit |             |
|                        |                          | Estimated Hours               | Hourly Rate |
| 30 - 50 Gallon         | Plumber                  | 5                             | 170         |
|                        | Plumber Helper - Laborer | 5                             | 64          |
|                        |                          |                               |             |
| System Size            | Equipment Pricing        |                               |             |
| 30 Gallon              | 1115                     |                               |             |
| 40 Gallon              | 1171                     |                               |             |
| 50 Gallon              | 1402                     |                               |             |

**Total Bid for HWH Work**                      \$143,960.00

### Hot Water Heater Bid Considerations

All domestic hot water heater replacements shall be performed by or under the supervision of a contractor properly licensed in the State of Florida to perform plumbing work, and in compliance with all applicable local permitting and inspection requirements.

Domestic hot water heaters shall be new, electric, storage-type units meeting or exceeding current DOE efficiency standards, with a minimum Uniform Energy Factor (UEF) of 0.93. Units shall feature glass-lined steel tanks with enhanced corrosion protection, dual heating elements, and factory-installed safety controls. Units shall carry a minimum 6-year manufacturer warranty on tank and parts. Builder-grade, point-of-use, refurbished, or reconditioned units are not acceptable.

#### Assume typical installation conditions

- Existing electrical service adequate
- No gas conversions
- No panel upgrades
- No relocation
- Standard T&P discharge replacement included

#### Davis-Bacon Prevailing Wages

As of 1/2/2026, the federal government has published the following labor rates related to Hot Water Heater installations:

- Plumber \$55.09/hour (For this role, fringe benefits can also comprise part of this \$55.09 amount. For example, an hourly wage of \$35 per hour and verifiable benefits that total \$20.09 per hour would meet this criterion.)
- Plumber Helper - Laborer \$9.00/hour

These wages represent the minimum that employees assigned to this project must be paid. Contractors can enter wages above this in their bid response - this just represents the wage floor.

## SUB-GRANT AGREEMENT FOR USDOE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM

THIS SUB-GRANT AGREEMENT FOR USDOE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM (this "Agreement") is made and entered into as of the 23rd day of July, 2024 (the "Effective Date"), by and between the CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "City"), and JEA, a body politic and corporate existing under the laws of the State of Florida ("JEA").

### RECITALS

WHEREAS, the United States Department of Energy ("USDOE") has provided grant funding in the amount of \$845,350.00 from the Energy Efficiency and Conservation Block Grant Program (the "Grant Funds") to the City to fund JEA's Restore, Repair and Resilience Program, as more particularly described in Exhibit A (the "Project"); and

WHEREAS, effective March 1, 2024, the City and USDOE entered into the Assistance Agreement (Award No. DE-SE0000434), attached hereto as Exhibit A (the "USDOE Grant Agreement"), regarding disbursement of the Grant Funds and the completion of the Project, and JEA agrees to perform certain responsibilities of the City as to the Project under the USDOE Grant Agreement; and

WHEREAS, the USDOE is in favor of the Project and desires that the parties work jointly to accomplish the design and construction of the Project in this manner; and

WHEREAS, on September 23, 2024, the City's Procurement Division issued an administrative award authorizing the City's procurement of the Services from JEA; and

WHEREAS, pursuant to the administrative award and the appropriation set forth in Ordinance 2024-470-E, the City hereby engages JEA and its services to implement and manage the Project as described in Exhibit A (the "Services"); and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. **City Obligations.** The City shall be responsible for:
  - a. Entering into and executing the USDOE Grant Agreement that will allow the City to provide overall management of the entire Project and Services.
  - b. Overseeing the entire Project to confirm compliance with all USDOE Grant Agreement conditions.
  - c. Performing all administrative and financial liaison with the USDOE, including invoicing, coordination of plan review, and applicable standards.

d. Ensuring all appropriate and applicable purchasing regulations and requirements are followed in the bidding, selection of contractors, and administration of the Project and Services.

2. **JEA Obligations.** JEA shall be responsible for:

a. Following all Special Terms and Conditions attached hereto as **Exhibit B**.

b. Providing funding for the Project for costs in excess of the amount provided in Section 5 hereof. If costs for the Project are in excess of \$845,350.00, JEA may elect to reject the Grant Funds and terminate this Agreement.

c. Negotiating and paying for design services for the Project by a separate contract between JEA and a design professional (if applicable).

d. Conducting timely reviews of all plans, including approval prior to release for bidding the Project, specifications, invoices, and other project materials submitted to JEA for concurrence.

e. Performing all aspects of the Project, including but not limited to supervising, design, and bidding in accordance with the USDOE Grant Agreement.

3. **Agreement Term.** This Agreement shall commence on the Effective Date and shall continue until December 31, 2025, unless sooner terminated in accordance with the terms of this Agreement.

4. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt, to the following:

To the City:                      Neighborhoods Department  
   Attn: Joshua Hicks, Affordable Housing Administrator  
   214 North Hogan Street, 7<sup>TH</sup> Floor  
   Jacksonville, Florida 32202

With a copy to:                      City of Jacksonville  
   Office of General Counsel  
   117 West Duval Street, Suite 480  
   Jacksonville, Florida 32202

To JEA:                                      JEA  
   Attn: Janie Smalley, Grants Manager  
   225 North Pearl Street  
   Jacksonville, Florida 32202

5. **Funding Responsibility.** The City shall provide to JEA an amount not to exceed **Eight Hundred Forty-Five Thousand Three Hundred Fifty and 00/100 Dollars (\$845,350.00)**, as authorized and appropriated by Ordinance 2024-470-E, to assist with the Project and expended by JEA on or after July 23, 2024 (date of approval of Ordinance 2024-470-E).

6. **Default and Remedies.** A default shall consist of the breach or anticipatory breach of any covenant, agreement, representation, provision, or warranty entered into between the City and JEA relating to the Project. If a default, breach or anticipatory breach occurs, the party not in default may, at any time or from time to time, proceed to enforce its remedy under this Agreement by suit in equity, action at law or by any other appropriate proceeding for damages or other relief, or proceed to take any action authorized or permitted under the applicable laws or regulations. No party shall act upon any default until it has given the party in default written notice of the default and thirty (30) days within which to cure the default.

7. **General Provisions.**

a. The recitals are accurate and true and are hereby incorporated in and made a part of this Agreement. All exhibits and attachments to this Agreement are hereby incorporated in and made a part of this Contract.

b. The City and JEA each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officers or agents of the City or JEA nor shall it be construed as giving any right or benefit hereunder to anyone other than the City, JEA, or their successors and assigns.

c. The parties agree to comply with all applicable federal, state, and local laws, rules, and regulations in its performance under this Agreement and its implementation.

d. No waiver by any party at any time of the terms, conditions, covenants, and agreements herein, or of any default, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained nor of the strict and prompt performance thereof.

e. This Agreement constitutes the entire agreement between the City and JEA. No statement, representation, writing, understanding, agreement, course of action, or course of conduct, made by either party, or any representative of either party, which is not expressed herein, shall be binding. No change in, modification of, or supplement to this Agreement shall be valid or enforceable unless it is enacted in writing and signed by the duly authorized representatives of the City and JEA by formal amendment.

f. The use of singular in this Agreement shall include the plural and pronouns shall be considered as masculine, feminine, or neutral in gender whenever the context so requires.

g. Should any provision of this Agreement be determined by any court of competent jurisdiction to be illegal or in conflict with any federal, state, or local law, rule, or regulation, such provision shall be deemed severed from the Agreement and the validity of the remaining provisions shall not be impaired.

h. This Agreement may be executed in several counterparts each of which shall be deemed the original and all such counterparts together shall constitute one and the same instrument.

8. **Members of Local Governing Body, or Their Public Officials.** No member, officer, or employee of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any

contract or subcontract, or the proceeds thereof, for work performed in connection with the Project maintained under this Agreement. This prohibition shall apply to all contracts or subcontracts in connection with the maintenance of the Project.

**(Remainder of this page left blank intentionally; signature pages to follow)**

IN WITNESS WHEREOF, the parties hereto, by and through their respective authorized representatives, have caused this Agreement to be executed this 2nd day of December, 2024.

ATTEST:

CITY OF JACKSONVILLE

By: James R. McCain, Jr.  
James R. McCain, Jr.  
Corporation Secretary



By: Karen Bowling  
Donna Deegan  
Mayor

Karen Bowling  
Chief Administrative Officer  
For: Mayor Donna Deegan  
Under Authority Of:  
Executive Order No: 2023-02

Encumbrance and funding information for internal City use:

| 1Cloud Account for Certification of Funds | Amount |
|---|--------|
|   |        |
|   |        |
|   |        |

The above-stated amount is the maximum fixed monetary amount of this contract. It shall not be encumbered by this contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference this contract. All financial examinations and funds that control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), Jacksonville Ordinance Code, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing contract; provided, however, that this certification is not, nor shall it be interpreted as, an encumbrance of funding under this contract. Actual encumbrances shall be made by subsequent purchase orders, as specified in this contract.

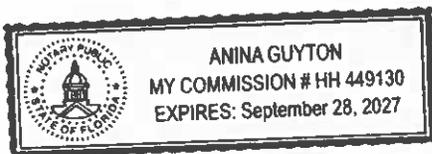
Chin Liew for Anna Brosche  
Director of Finance  
City Contract No.: 685664-25  
Purchase Order No.: 685664-25

FORM APPROVED:

By: [Signature]  
Office of General Counsel

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 2nd day of December, 2024, by Karen Bowling, for and on behalf of Mayor Donna Deegan, as aforesaid, and James R. McCain, Jr., as Corporation Secretary, on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, who are personally known to me.



Anina Guyton  
Notary Public, State of Florida  
Print Name: Anina Guyton  
Commission No.: HH 449130  
My Commission Expires: 9/28/2027

**WITNESS:**

*Sherzanda Sheree Brown*  
Name: Sherzanda Sheree Brown

**JEA**

By: *Vickie Cavey*  
Vickie Cavey  
Managing Director & CEO

**FORM APPROVED:**

By: *John Lane*

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 10<sup>th</sup> day of November, 2024, by Vickie Cavey, the Managing Director and CEO for JEA, a body politic and corporate existing under the laws of the State of Florida, for and on behalf who is personally known to me.



*Sherzanda Sheree Brown*  
Notary Public, State of Florida  
Print Name: Sherzanda Sheree Brown MY COMMISSION EXPIRES 5-30-2028  
Commission No.: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_  
STATE OF FLORIDA  
COMMISSION NUMBER HH 532878

- G:\Finance & Compliance\Legal\Contracts\OGC Final Approved\2024\Other\Sub-Grant Agreement – JEA (USDOE Grant) w JEA rev.doc
- GC-#1652564-v2-JEA\_Sub-Grant\_Agreement\_for\_USDOE\_Energy\_Efficiency\_and\_Conservation\_Block\_Grant\_Program\_(OGC\_Approved).docx
- GC-#1652564-v2-JEA\_Sub-Grant\_Agreement\_for\_USDOE\_Energy\_Efficiency\_and\_Conservation\_Block\_Grant\_Program\_(OGC\_Approved)\_jks rev.v2.docx

## LISTING OF AGREEMENT EXHIBITS

Exhibit A USDOE Assistance Agreement

Exhibit B Special Terms and Conditions

1. Activity File
2. Federal Assistance Reporting Checklist and Instructions
3. Budget Information SF-242A
4. Intellectual Property Provisions
5. Energy Efficiency and Conservation Strategy

**EXHIBIT A**  
**Assistance Agreement**

(see attached)

Award #4 Supporting Documents 03-19-2026

| ASSISTANCE AGREEMENT  |  |  |  |   |
|---|--|--|--|---|
| 1. Award No.<br>DE-SE0000434  |  | 2. Modification No.  | 3. Effective Date<br>01/01/2024  | 4. CFDA No.<br>81.128   |
| 5. Awarded To<br>JACKSONVILLE, CITY OF<br>Attn: Donna Deegan<br>117 W DUVAL ST<br>STE 375<br>JACKSONVILLE FL 322023700                                |  | 6. Sponsoring Office<br>State and Community Energy Programs<br>U.S. Department of Energy<br>1000 Independence Ave, SW<br>Washington DC 20585 |  | 7. Period of Performance<br>01/01/2024<br>through<br>12/31/2025 |
| 8. Type of Agreement<br><input checked="" type="checkbox"/> Grant<br><input type="checkbox"/> Cooperative Agreement<br><input type="checkbox"/> Other | 9. Authority<br>IIJA PL 117-58, 2021<br>110-140 EISA of 2007 |  | 10. Purchase Request or Funding Document No.<br>24SE000171   |   |
| 11. Remittance Address<br>JACKSONVILLE, CITY OF<br>Attn: Donna Deegan<br>117 W DUVAL ST<br>STE 375<br>JACKSONVILLE FL 322023700                       |  | 12. Total Amount<br>Govt. Share: \$845,350.00<br><br>Cost Share : \$0.00<br><br>Total : \$845,350.00   | 13. Funds Obligated<br>This action: \$845,350.00<br><br>Total : \$845,350.00   |   |
| 14. Principal Investigator  | 15. Program Manager<br>LESLEY FORE<br>Phone: (240) 702-5878  |  | 16. Administrator<br>Golden Field Office<br>U.S. Department of Energy<br>Golden Field Office<br>15013 Denver West Parkway<br>Golden CO 80401 |   |
| 17. Submit Payment Requests To<br>Payment - Direct Payment<br>from U.S. Dept of Treasury  |  | 18. Paying Office<br>Payment - Direct Payment<br>from U.S. Dept of Treasury  | 19. Submit Reports To<br>See Attachment 2  |   |
| 20. Accounting and Appropriation Data<br>05461-2022-31-200835-41020-1005917-0000000-0000000-0000000   |  |  |  |   |
| 21. Research Title and/or Description of Project<br>BIL: EECBG Program - City of Jacksonville   |  |  |  |   |
| For the Recipient   |  | For the United States of America   |  |   |
| 22. Signature of Person Authorized to Sign  |  | 25. Signature of Grants/Agreements Officer<br>           |  |   |
| 23. Name and Title  | 24. Date Signed  | 26. Name of Officer<br>David R. Welsh  |  | 27. Date Signed<br>02/20/2024                                   |

Award #4 Supporting Documents 03-19-2026

| CONTINUATION SHEET                                     |   | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE OF     |                   |               |
|--|---|---|-------------|-------------------|---------------|
|  |   | DE-SE0000434                              | 2           | 3                 |               |
| NAME OF OFFEROR OR CONTRACTOR<br>JACKSONVILLE, CITY OF |   |   |             |                   |               |
| ITEM NO.<br>(A)  | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C)                           | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|  | <p>UEI: HMGLC26EUPC4</p> <p>The purpose of this action is to obligate EECBG BIL funds and to authorize activities under Section 40552.</p> <p>In addition to this Assistance Agreement, this award consists of the items listed on the Cover Page of the Special Terms and Conditions.</p> <p>The Project Period for this award is 01/01/2024 through 12/31/2025.</p> <p>This award is subject to the Financial Assistance regulations contained in 2 CFR 200 as amended by 2 CFR Part 910.</p> <p>Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.</p> <p>DOE Award Administrator: Holly Wilson<br/>Email: holly.wilson@ee.doe.gov<br/>Phone: 240.562.1779</p> <p>DOE Project Officer: Lesley Fore<br/>E-mail: lesley.fore@hq.doe.gov<br/>Phone: 240.702.5878</p> <p>Recipient Business Officer: Brian Hughes<br/>E-mail: hughesb@coj.net<br/>Phone: 904.255.5012</p> <p>Recipient Principal Investigator: Joshua Hicks<br/>E-mail: JRHicks@coj.net<br/>Phone: 904.255.8204</p> <p>Electronic signature or signatures as used in this document means a method of signing an electronic message that--<br/>(A) Identifies and authenticates a particular person as the source of the electronic message;<br/>(B) Indicates such person's approval of the information contained in the electronic message; and,<br/>(C) Submission via FedConnect constitutes electronically signed documents.</p> <p>ASAP: YES Extent Competed: NOT COMPLETED<br/>Davis-Bacon Act: YES PI: Hicks, Joshua</p> <p>Continued ...</p> |   |             |                   |               |

Award #4 Supporting Documents 03-19-2026

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-SE0000434

PAGE OF  
3 | 3

NAME OF OFFEROR OR CONTRACTOR  
JACKSONVILLE, CITY OF

| ITEM NO<br>(A) | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|----------------|---|-----------------|-------------|-------------------|---------------|
|                | Fund: 05461 Appr Year: 2022 Allottee: 31 Report<br>Entity: 200835 Object Class: 41020 Program:<br>1005917 Project: 0000000 WFO: 0000000 Local Use:<br>0000000 |                 |             |                   |               |



**EXHIBIT B**  
**Special Terms and Conditions**

(see attached)

## Special Terms and Conditions

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

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

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

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

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## Subpart A. General Provisions

### Term 1. Legal Authority and Effect

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

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

### Term 2. Flow Down Requirement

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

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

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

### Term 4. Inconsistency with Federal Law

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

### Term 5. Federal Stewardship

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

### Term 6. NEPA Requirements

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

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

**Condition(s):**

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IJIA) which are awarded to non-tribal recipients proposing projects with potential ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.
2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact their DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at <https://www.energy.gov/node/812599>.
7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at [www.energy.gov/node/4816816](http://www.energy.gov/node/4816816) and contacting [EECBG.NEPA@ee.doe.gov](mailto:EECBG.NEPA@ee.doe.gov) with any EECBG NEPA or historic preservation questions.
8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at <https://www.page.energy.gov/default.aspx>.

9. Recipients are required to submit quarterly reports in the form of a NEPA Log. Sample NEPA Logs can be found at: [www.energy.gov/node/4816816](http://www.energy.gov/node/4816816). NEPA Logs must be submitted to [EECBG.NEPA@ee.doe.gov](mailto:EECBG.NEPA@ee.doe.gov) and your DOE Project Officer.
10. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.
11. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

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

*If the Recipient later intends to add to or modify the activities or locations* as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

**Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress**

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

**Term 8. Reporting Requirements**

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

**Term 9. Lobbying**

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

## Term 10. Publications

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

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000434."
- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

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

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

## Term 11. No-Cost Extension

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

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

## Term 12. Property Standards

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

### **Term 13. Insurance Coverage**

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

### **Term 14. Real Property**

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

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

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

### **Term 15. Equipment**

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

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

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

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

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

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

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

**Term 16. Supplies**

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

**Term 17. Property Trust Relationship**

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

**Term 18. Record Retention**

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

**Term 19. Audits**

**A. Government-Initiated Audits**

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

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

DOE may conduct a final audit at the end of the project period (or the termination of

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

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

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

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

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

**Term 20. Indemnity**

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

**Term 21. Foreign National Participation**

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

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

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

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

## **Subpart B. Financial Provisions**

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

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

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

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

### **Term 25. Allowable Costs**

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

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

### **Term 26. Indirect Costs**

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

The budget for this Award does not include an allocation of segregated indirect billing rates. Therefore, indirect charges shall not be charged under allocated billing rates, nor shall reimbursement be requested for this project for segregated indirect cost billing rates, nor shall any indirect charges for this

project be allocated to any other Federally sponsored project. The Recipient cannot claim indirect costs separately as cost share.

**B. Fringe Cost Allocation:**

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

**C. Subrecipient Indirect Costs (If Applicable):**

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

**D. Indirect Cost Stipulations:**

**i. Modification to Indirect Cost Billing Rates**

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

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

**ii. Award Closeout**

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

**Term 27. Decontamination and/or Decommissioning (D&D) Costs**

Notwithstanding any other provisions of this Award, the Government shall not be responsible

for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

**Term 28. Use of Program Income**

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

**Term 29. Payment Procedures**

**A. Method of Payment**

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

**B. Requesting Reimbursement**

Requests for reimbursements must be made through the ASAP system.

**C. Adjusting Payment Requests for Available Cash**

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

**D. Payments**

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

**E. Unauthorized Drawdown of Federal Funds**

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

## Term 30. Budget Changes

### A. Budget Changes Generally

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

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

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

### B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

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

### C. Transfer of Funds Between Direct and Indirect Cost Categories

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

## Subpart C. Miscellaneous Provisions

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

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

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

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

### **Term 32. System for Award Management and Universal Identifier Requirements**

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

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

#### **B. Unique Entity Identifier (UEI)**

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

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

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

#### **C. Definitions**

For purposes of this award term:

- i. **System for Award Management (SAM)** means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. **Unique Entity Identifier (UEI)** is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. **Entity**, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subject to:

1. A Governmental organization, which is a State, local government, or Indian Tribe.
2. A foreign public entity.
3. A domestic or foreign nonprofit organization.
4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

### Term 33. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

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

#### **Term 34. Subrecipient Change Notification**

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

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

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.

- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.<sup>1</sup>
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

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

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

### **Term 35. Conference Spending**

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

### **Term 36. Recipient Integrity and Performance Matters**

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

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for

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<sup>1</sup> It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2615.502(p)(2)(i) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient is instructed to notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient, or (2) an entity that is owned or otherwise controlled by another entity that the Recipient or another entity controls. As a DOE disclaimer, these situations also create at a minimum an apparent conflict of interest.

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

**B. Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
  1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
  2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  4. Any other criminal, civil, or administrative proceeding if:
    - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

**C. Reporting Procedures**

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you

already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

**D. Reporting Frequency**

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

**E. Definitions**

For purposes of this term:

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

**Term 37. Export Control**

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

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

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

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

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

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

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

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

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

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

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

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

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

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### **Term 41. Human Subjects Research**

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

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

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

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

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

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

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

**Term 42. Fraud, Waste and Abuse**

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

**Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements****Term 43. Reporting, Tracking and Segregation of Incurred Costs**

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

**Term 44. Davis-Bacon Requirements**

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

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

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

Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

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

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

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

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

### **Term 45. Buy American Requirement for Infrastructure Projects**

#### **A. Definitions**

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

**Construction Materials** are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick, composite building materials; or engineered wood products.

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

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

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

**Infrastructure** includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

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

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

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

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

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

privately operated on behalf of the public or is a place of public accommodation.

**B. Buy America Requirement**

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

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

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

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees

and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

**C. Certification of Compliance**

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

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

**D. Waivers**

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

Waivers must be based on one of the following justifications:

1. **Public Interest-** Applying the Buy America Requirement would be inconsistent with the public interest;
2. **Non-Availability-** The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. **Unreasonable Cost-** The inclusion of iron, steel, manufactured products, or construction materials produced in the United

States will increase the cost of the overall project by more than 25 percent.

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

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

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

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

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

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

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

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

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

(3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees

for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

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

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

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

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

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

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

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<sup>2</sup> See OFCCP's Technical Assistance Guide at [https://www.dol.gov/sites/doi/gov\\_files/assets/Construction/files/Construction%20Guide?inscid=9e397d68c4b111ec9d8e6fecb6c710cc](https://www.dol.gov/sites/doi/gov_files/assets/Construction/files/Construction%20Guide?inscid=9e397d68c4b111ec9d8e6fecb6c710cc). Also see the National Policy Statement at <http://www.osf.gov/awards/managing/nc.jsp>

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

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

**U.S. Department of Energy**  
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGIL)  
ACTIVITY FILE  
Grant Number: SE0000434, State: FL, Program Year: 2023  
Recipient: City of Jacksonville

**SEO title :** Repair and Restore for Resilience (R3)

**Revision status:** Active (pending add)

**1. Activity**

|  |  |   |
|--|--|---|
| <input type="checkbox"/> Strategy Development  | <input type="checkbox"/> Technical Consultant Services   | <input type="checkbox"/> Building Energy Audits   |
| <input type="checkbox"/> Financial Incentive Programs                                      | <input checked="" type="checkbox"/> Energy Efficiency Retrofits  | <input type="checkbox"/> Energy Efficiency and Conservation Programs for Buildings and Facilities |
| <input type="checkbox"/> Development and Implementation of Transportation Programs         | <input type="checkbox"/> Building Codes and Inspections  | <input type="checkbox"/> Energy Distribution Technologies for Energy Efficiency                   |
| <input type="checkbox"/> Material Conservation Programs                                    | <input type="checkbox"/> Reduction and Capture of Methane and Greenhouse Gases   | <input type="checkbox"/> Traffic Signals and Street Lighting                                      |
| <input type="checkbox"/> Renewable Energy Technologies on Government Buildings             | <input type="checkbox"/> Programs for Financing, Purchasing, and Installing EE-RE, and Zero-Emission Transportation Measures | <input type="checkbox"/> Administrative   |
| <input type="checkbox"/> States Sub-grants to Formula-Ineligible Communities (states only) |  |   |

**Blueprints**

|   |
|---|
| <p>Energy Planning</p> <p><input type="checkbox"/> 1. Energy Planning</p> <p>Efficient Buildings</p> <p><input checked="" type="checkbox"/> 2a. Energy Efficiency - Energy Audits and Building Upgrades</p> <p><input checked="" type="checkbox"/> 2b. Energy Savings Performance Contracts: Energy Efficiency and Electrification in Government Buildings</p> <p><input checked="" type="checkbox"/> 2c. Building Electrification Campaign</p> <p><input type="checkbox"/> 2d. Building Performance Standards &amp; Stretch Codes</p> <p>Renewables</p> <p><input type="checkbox"/> 3a. Solar &amp; Storage - Power Purchase Agreements and Direct Ownership</p> <p><input type="checkbox"/> 3b. Community Solar</p> <p><input type="checkbox"/> 3c. Solarize Campaign</p> <p><input type="checkbox"/> 3d. Renewable Resource Planning for Rural and Tribal Communities</p> <p>Electric Transportation</p> <p><input type="checkbox"/> 4a. Electric Vehicles and Fleet Electrification</p> <p><input type="checkbox"/> 4b. EV Charging Infrastructure for the Community</p> <p>Finance</p> <p><input type="checkbox"/> 5. Unlocking Sustainable Financing Solutions for Energy Projects and Programs with Revolving Loan Funds</p> <p>Workforce</p> <p><input type="checkbox"/> 6. Workforce Development</p> |
|---|

**2. State:** FL

**3. Sectors**

|   |   |  |
|---|---|--|
| <input type="checkbox"/> Agriculture / Agricultural | <input type="checkbox"/> Local Government     | <input checked="" type="checkbox"/> Residential        |
| <input type="checkbox"/> Commercial                 | <input type="checkbox"/> Low / Limited Income | <input type="checkbox"/> State or Territory Government |
| <input type="checkbox"/> Higher Education           | <input type="checkbox"/> Non-profits          | <input type="checkbox"/> Transportation                |
| <input type="checkbox"/> Industrial                 | <input type="checkbox"/> Not Applicable       | <input type="checkbox"/> Tribal / Native American      |
| <input type="checkbox"/> K-12 Schools               |   |  |

**4. Technology and/or Topic Areas**

|  |   |
|--|---|
| <input type="checkbox"/> Audits and Assessments (Energy, Water, and Process) | <input checked="" type="checkbox"/> Environmental Justice |
| <input checked="" type="checkbox"/> Benchmarking                             | <input type="checkbox"/> Financial Incentives             |

# Award #4 Supporting Documents 03-19-2026

**U.S. Department of Energy**  
 Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)  
**ACTIVITY FILE**  
**Grant Number: SE0000434, State: FL, Program Year: 2023**  
**Recipient: City of Jacksonville**

|   |  |
|---|--|
| <input checked="" type="checkbox"/> Energy Savings Performance Contracting<br><input type="checkbox"/> Biofuels<br><input checked="" type="checkbox"/> Building Energy Codes & Inspection Services<br><input type="checkbox"/> Capital Investments & Financing<br><input type="checkbox"/> Biomass<br><input type="checkbox"/> Clean Energy / Clean Energy Technologies<br><input type="checkbox"/> Commuting Infrastructure<br><input type="checkbox"/> Distributed Energy Resources<br><input checked="" type="checkbox"/> Education and Outreach<br><input type="checkbox"/> Electric Vehicles and Infrastructure<br><input type="checkbox"/> Energy Affordability<br><input type="checkbox"/> Energy Management<br><input type="checkbox"/> Energy Audits<br><input type="checkbox"/> Energy Certification Programs<br><input checked="" type="checkbox"/> Energy Conservation<br><input type="checkbox"/> Energy Efficiency<br><input checked="" type="checkbox"/> Energy Equity<br><input type="checkbox"/> Assessments & Feasibility Studies<br><input checked="" type="checkbox"/> ENERGY STAR<br><input checked="" type="checkbox"/> Energy Workforce Training | <input type="checkbox"/> Fuel Cell and Hydrogen Technologies<br><input type="checkbox"/> Geothermal<br><input type="checkbox"/> Hydropower / Hydrokinetic Power<br><input type="checkbox"/> Not Applicable<br><input type="checkbox"/> On-site Renewable Energy<br><input type="checkbox"/> Pedestrian & Bike Infrastructure<br><input type="checkbox"/> Reduce Commuting<br><input checked="" type="checkbox"/> Resiliency<br><input checked="" type="checkbox"/> Retrofits<br><input type="checkbox"/> Solar<br><input checked="" type="checkbox"/> Workforce Development<br><input type="checkbox"/> STEM Education<br><input type="checkbox"/> Storage<br><input type="checkbox"/> Strategy Development<br><input type="checkbox"/> Technical Assistance<br><input type="checkbox"/> Traffic Signals & Street Lighting<br><input type="checkbox"/> Waste to Energy / Solid Waste Minimization<br><input checked="" type="checkbox"/> Weatherization<br><input type="checkbox"/> Wind |
|---|--|

**5. Estimated annual energy savings:**  MBtus

**6. Description (executive summary of goals and objectives)\***

The goal of Activity 2 (Energy Efficiency Retrofits) is to successfully weatherize and repair an estimated 76 low-income, energy-burdened homes in the Eastside to achieve 15 - 20% energy savings annually. An estimated 38 homes will be upgraded in the first year, with another 38 in the second year of the grant. The detailed work plan for Activity 2 is outlined in Table 4 of the attached Program Narrative.

**7. Activity milestones**

| Milestone Description  | Planned Amount |
|--|----------------|
| Weatherize and repair low-income, energy burden homes to achieve 15-20% energy savings annually. | 76             |

**8. Activity performance metrics**

**a. Specific metric activity (required)\*\***

1. Retrofits

**9. Activity funds by source**

**a. EECBGBIL grant (all funds in the approved budget)**

| Fund Source               | Planned Amount      |
|---------------------------|---------------------|
| Federal                   |                     |
| Fund Source Type: Federal | \$673,443.00        |
| <b>Total</b>              | <b>\$673,443.00</b> |

**Award #4 Supporting Documents 03-19-2026**

**U.S. Department of Energy**

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

**ACTIVITY FILE**

**Grant Number: SE0000434, State: FL, Program Year: 2023**

**Recipient: City of Jacksonville**

**b. Leveraged funds anticipated (outside approved budget)**

| Fund Source  | Planned Amount      |
|--|---------------------|
| Combined COJ - HUD, HEDCD Home Repair Program<br>Fund Source Type: Leveraged<br>Leveraged Category: Combined | \$200,000.00        |
| <b>Total</b>   | <b>\$200,000.00</b> |

\*Please use additional pages if more space is needed.

\*\*Mandatory requirement

# Award #4 Supporting Documents 03-19-2026

## U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBG-BIL)

### ACTIVITY FILE

Grant Number: SE0000434, State: FL, Program Year: 2023

Recipient: City of Jacksonville

SEO title : Repair Restore for Resilience (R3)

Revision status: Active (pending add)

#### 1. Activity

|  |  |   |
|--|--|---|
| <input type="checkbox"/> Strategy Development  | <input type="checkbox"/> Technical Consultant Services   | <input checked="" type="checkbox"/> Building Energy Audits  |
| <input type="checkbox"/> Financial Incentive Programs                                      | <input type="checkbox"/> Energy Efficiency Retrofits   | <input type="checkbox"/> Energy Efficiency and Conservation Programs for Buildings and Facilities |
| <input type="checkbox"/> Development and Implementation of Transportation Programs         | <input type="checkbox"/> Building Codes and Inspections  | <input type="checkbox"/> Energy Distribution Technologies for Energy Efficiency                   |
| <input type="checkbox"/> Material Conservation Programs                                    | <input type="checkbox"/> Reduction and Capture of Methane and Greenhouse Gases   | <input type="checkbox"/> Traffic Signals and Street Lighting                                      |
| <input type="checkbox"/> Renewable Energy Technologies on Government Buildings             | <input type="checkbox"/> Programs for Financing, Purchasing, and Installing EE-RE, and Zero-Emission Transportation Measures | <input type="checkbox"/> Administrative   |
| <input type="checkbox"/> States Sub-grants to Formula-Ineligible Communities (states only) |  |   |

#### Blueprints

|  |
|--|
| Energy Planning  |
| <input type="checkbox"/> 1. Energy Planning  |
| Efficient Buildings  |
| <input checked="" type="checkbox"/> 2a. Energy Efficiency - Energy Audits and Building Upgrades                                  |
| <input type="checkbox"/> 2b. Energy Savings Performance Contracts: Energy Efficiency and Electrification in Government Buildings |
| <input checked="" type="checkbox"/> 2c. Building Electrification Campaign  |
| <input type="checkbox"/> 2d. Building Performance Standards & Stretch Codes  |
| Renewables   |
| <input type="checkbox"/> 3a. Solar & Storage - Power Purchase Agreements and Direct Ownership                                    |
| <input type="checkbox"/> 3b. Community Solar   |
| <input type="checkbox"/> 3c. Solarize Campaign   |
| <input type="checkbox"/> 3d. Renewable Resource Planning for Rural and Tribal Communities  |
| Electric Transportation  |
| <input type="checkbox"/> 4a. Electric Vehicles and Fleet Electrification   |
| <input type="checkbox"/> 4b. EV Charging Infrastructure for the Community  |
| Finance  |
| <input type="checkbox"/> 5. Unlocking Sustainable Financing Solutions for Energy Projects and Programs with Revolving Loan Funds |
| Workforce  |
| <input checked="" type="checkbox"/> 6. Workforce Development   |

#### 2. State: FL

#### 3. Sectors

|   |   |  |
|---|---|--|
| <input type="checkbox"/> Agriculture / Agricultural | <input type="checkbox"/> Local Government     | <input checked="" type="checkbox"/> Residential        |
| <input type="checkbox"/> Commercial                 | <input type="checkbox"/> Low / Limited Income | <input type="checkbox"/> State or Territory Government |
| <input type="checkbox"/> Higher Education           | <input type="checkbox"/> Non-profits          | <input type="checkbox"/> Transportation                |
| <input type="checkbox"/> Industrial                 | <input type="checkbox"/> Not Applicable       | <input type="checkbox"/> Tribal / Native American      |
| <input type="checkbox"/> K-12 Schools               |   |  |

#### 4. Technology and/or Topic Areas

|   |
|---|
| <input checked="" type="checkbox"/> Audits and Assessments (Energy, Water, and Process) |
| <input checked="" type="checkbox"/> Benchmarking  |

# Award #4 Supporting Documents 03-19-2026

## U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGIL)

### ACTIVITY FILE

Grant Number: SE0000434, State: FL, Program Year: 2023

Recipient: City of Jacksonville

- Energy Savings Performance Contracting
- Biofuels
- Building Energy Codes & Inspection Services
- Capital Investments & Financing
- Biomass
- Clean Energy / Clean Energy Technologies
- Commuting Infrastructure
- Distributed Energy Resources
- Education and Outreach
- Electric Vehicles and Infrastructure
- Energy Affordability
- Energy Management
- Energy Audits
- Energy Certification Programs
- Energy Conservation
- Energy Efficiency
- Energy Equity
- Assessments & Feasibility Studies
- ENERGY STAR
- Energy Workforce Training
- Environmental Justice
- Financial Incentives
- Fuel Cell and Hydrogen Technologies
- Geothermal
- Hydropower / Hydrokinetic Power
- Not Applicable
- On-site Renewable Energy
- Pedestrian & Bike Infrastructure
- Reduce Commuting
- Resiliency
- Retrofits
- Solar
- Workforce Development
- STEM Education
- Storage
- Strategy Development
- Technical Assistance
- Traffic Signals & Street Lighting
- Waste to Energy / Solid Waste Minimization
- Weatherization
- Wind

5. Estimated annual energy savings:  MWh/yr

#### 6. Description (executive summary of goals and objectives):\*

The guiding goal of Activity 1 (Building Energy Audits) is to identify energy efficiency and savings opportunities for a minimum of 75 low-income, energy-burdened Eastside households through energy assessments/audits. The lead objective for this activity is to conduct comprehensive residential audits in a team approach by the City utility, a community-based organization, and other conservation energy and home repair assessments. The project will begin with the development of a list of energy-burdened households through a list of 100 low-income names that have been identified by JEA (utility) as having excessive energy use and a higher energy burden. These opportunities will be prioritized and then referenced with the

# Award #4 Supporting Documents 03-19-2026

**U.S. Department of Energy**  
 Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)  
**ACTIVITY FILE**  
**Grant Number: SE0000434, State: FL, Program Year: 2023**  
**Recipient: City of Jacksonville**

waiting lists for housing rehabilitation programs including the City's Limited Repair and Emergency Repair programs and the HECDC home repair program. New referrals will also be made by the HECDC and other housing rehabilitation organizations. The detailed work plan for Activity 1 is outlined in Table 3 of the attached Program Narrative.

**7. Activity milestones**

| Milestone Description  | Planned Amount |
|--|----------------|
| Identify energy efficiency and savings opportunities in low-income, energy burden households through energy assessment/audits. | 76             |

**8. Activity performance metrics**

a. Specific metric activity (required)\*\*

8. Energy Audits

**9. Activity funds by source**

a. EECBGBIL grant (all funds in the approved budget)

| Fund Source               | Planned Amount      |
|---------------------------|---------------------|
| Federal                   |                     |
| Fund Source Type: Federal | \$171,907.00        |
| <b>Total</b>              | <b>\$171,907.00</b> |

b. Leveraged funds anticipated (outside approved budget)

| Fund Source                           | Planned Amount      |
|---------------------------------------|---------------------|
| Combined COJ- HUD & HECDC Home Repair |                     |
| Fund Source Type: Leveraged           |                     |
| Leveraged Category: Combined          | \$200,000.00        |
| <b>Total</b>                          | <b>\$200,000.00</b> |

\*Please use additional pages if more space is needed.

\*\*Mandatory requirement



## Federal Assistance Reporting Checklist

| Attachment 2   |                                 |   |
|--|---------------------------------|---|
| 1. Award Number: DE-SE0000434.0000   | 2. Program/Project Title: EECBG |   |
| 3. Recipient: City of Jacksonville   |                                 |   |
| 4. Reporting Requirements (see also the Special Instructions)  | Frequency                       | Addresses   |
| <b>I. PROJECT MANAGEMENT REPORTING</b>   |                                 |   |
| <input checked="" type="checkbox"/> A. Performance Report  | Q                               | A. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>                        |
| 1. Status and Milestones   |                                 |   |
| 2. Quantitative  |                                 |   |
| 3. Narrative   |                                 |   |
| <input checked="" type="checkbox"/> B. Financial Report (SF-425)   | Q                               | B. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>                        |
| <input type="checkbox"/> C. Other (see Special Instructions)   | A5                              | C. See Special Instructions   |
| <b>II. AWARD MANAGEMENT REPORTING</b>  |                                 |   |
| <input checked="" type="checkbox"/> A. Tangible Personal Property Report - Annual Property Report (SF-428 & SF-428A)     | Y                               | A. Send Email to DOE Project Officer  |
| <input checked="" type="checkbox"/> B. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C) | A5                              | B. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>                        |
| <input type="checkbox"/> C. Uniform Commercial Code (UCC) Financing Statements   | A5                              | C. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>                        |
| <input checked="" type="checkbox"/> D. Federal Subaward Reporting System (FSRS)  | A5                              | D. See section II. D. for instructions and due dates  |
| <input type="checkbox"/> E. Annual Incurred Cost Proposal  | A5                              | E. <a href="#">FSRS</a>   |
| <input checked="" type="checkbox"/> F. Single Audit: States, Locals, Tribal Governments, and Non-Profits                 | Y180                            | F. See section II. F. for instructions and due dates  |
| <input checked="" type="checkbox"/> G. Other   | O                               | G. See section II. G. for instructions and due dates  |
| 1. Quarterly National Environmental Policy Act (NEPA) Logs   | Q                               | G1. Email to project officer & <a href="mailto:EECBG.NEPA@ee.doe.gov">EECBG.NEPA@ee.doe.gov</a> |
| 2. Annual Historic Preservation Report   | Y                               | G2. Submit via <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>            |
| <input checked="" type="checkbox"/> H. Davis Bacon   |                                 |   |
| 1. Semi-Annual Davis Bacon   | S                               | H1. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>                       |
| 2. Weekly Payroll report   | W                               | H2. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>                       |
| <b>III. CLOSEOUT REPORTING</b>   |                                 |   |
| <input checked="" type="checkbox"/> A. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)               | F                               | A. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>                        |
| <input type="checkbox"/> B. Other (see Special Instructions)   | F                               | B. See Special Instructions   |



## Federal Assistance Reporting Checklist

| 4. Reporting Requirements (see also the Special Instructions)   | Frequency                            | Addresses  |
|---|--------------------------------------|--|
| <p><b>IV. Bipartisan Infrastructure Law Reporting</b></p> <p><input checked="" type="checkbox"/> <b>A. Quality Job Creation</b></p> <p>    <input checked="" type="checkbox"/> 1. Direct Jobs</p> <p>    <input checked="" type="checkbox"/> 2. Good Jobs</p> <p><input checked="" type="checkbox"/> <b>B. Equity and Justice</b></p> <p>    <input checked="" type="checkbox"/> 1. Community Engagement Process</p> <p>    <input checked="" type="checkbox"/> 2. Engagement Events and Technical Assistance</p> <p><input checked="" type="checkbox"/> <b>C. Pathway to Net-Zero</b></p> <p>    <input checked="" type="checkbox"/> 1. Infrastructure Supported</p> <p>    <input checked="" type="checkbox"/> 2. Energy Saved</p> <p><input checked="" type="checkbox"/> <b>D. One-Time Location Report</b></p>  | <p>AS</p> <p>Y</p> <p>Y</p> <p>1</p> | <p>A.1. See Section V.D.1 for instructions and due dates</p> <p>A.2. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a></p> <p>B. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a></p> <p>C. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a></p> <p>D. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a></p> |
| <p><b>FREQUENCY CODES AND DUE DATES:</b></p> <p>AS – As Specified or within five (5) calendar days after the event.</p> <p>F – Final; within 120 calendar days after expiration or termination of the award.</p> <p>O – Other: See instructions for further details.</p> <p>P – Post-project (after the period of performance); within five (5) calendar days after the event, or as specified.</p> <p>Q – Quarterly; within 30 calendar days after the end of the federal fiscal year quarter.</p> <p>S – Semiannually; within 30 days after end of the reporting period.</p> <p>Y – Yearly; within 90 calendar days after the end of the federal fiscal year.</p> <p>Y180 – Yearly; within 180 calendar days after the close of the recipient’s fiscal year.</p> <p>W – Weekly; within 7 days of the payroll</p> <p>1 – One time report</p> <p><b>FULL URLS:</b></p> <p>OSTI E-Link: <a href="http://www.osti.gov/elink-2413">http://www.osti.gov/elink-2413</a></p> <p>OSTI E-Link Datasets: <a href="https://www.osti.gov/elink/2416-submission.jsp">https://www.osti.gov/elink/2416-submission.jsp</a></p> <p>DOE CODE: <a href="https://www.osti.gov/doecode/">https://www.osti.gov/doecode/</a></p> <p>iEdison: <a href="http://www.iedison.gov">http://www.iedison.gov</a></p> <p>EERE PMC: <a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a></p> <p>FSRS: <a href="https://www.fsr.gov">https://www.fsr.gov</a></p> <p>PAGE: <a href="https://www.page.energy.gov">https://www.page.energy.gov</a></p> <p><b>Special Instructions:</b></p> |                                      |  |



# Federal Assistance Reporting Checklist

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## Federal Assistance Reporting Checklist

|    |  |    |
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# Federal Assistance Reporting Checklist

## Reporting Instructions

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

### I. Project Management Reporting

#### A. Performance Report

|                      |  |
|----------------------|--|
| Submit to:           | <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>  |
| Submission deadline: | Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30 and October 30) |

Quarterly, the prime recipient is required to submit a Performance Report for the project. This report summarizes the entirety of work performed by the prime recipient, subrecipients, and contractors. The Performance Report contains qualitative information on the project progress, and captures quantitative information on the project progress. The PR must include the following information. Your DOE project team will provide a form for submission.

#### 1. Organizations

Identify all subrecipients, contractors, U.S. National Laboratories, partners, and collaborating organizations. Recipients must also include all foreign collaborators as outlined in the Foreign Collaboration Considerations term of the award Terms and Conditions. For each, provide name, UEI, zip code or latitude/longitude, role in the project, contribution to the project, and start and end date. This information can be included in the qualitative section of the report.

#### 2. Tasks and Milestones

Enter all tasks and milestones identified in your activity file. Each reporting period, update the status of the task/milestone. More milestones can be added as relevant to your project.

#### 3. Outlays

Using your approved budget, enter all of the expenditures incurred each reporting period. Also include recipient cost share.



## Federal Assistance Reporting Checklist

### 4. Metrics

Report on your primary process metric selected in the application and any additional metrics that are applicable to your project. Please refer to the [EECBG Program Process Metrics, EECBG-BIL-Reporting-Guidance.pdf \(energy.gov\)](#), and the [Eligible Activity Areas and their Recommended Process Metrics \(energy.gov\)](#) per your activity.

### 5. Products

Can be uploaded as an attachment to the PAGE performance report.

#### **What has the project produced?**

In the qualitative section of this report, list any products resulting from the project during the reporting period. Examples of products include: publications, conference papers, and presentations; website(s); technologies or techniques; and other products, such as data or databases, physical collections, audio or video products, software or NetWare, models, educational aids or curricula, instruments or equipment, research material, interventions (e.g., clinical or educational), new business creation or any other public release of information related to the project.

#### **a. Publications, conference papers, and presentations**

Report the publication(s) resulting from the work under this award.

Please note: Recipients must use the DOE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions.

The recipient is reminded that all data produced under the award should comply with the award's data management plan (DMP). The DMP provides a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publication. At a minimum, the DMP (1) describes how data sharing and preservation will enable validation of the results from the proposed work, how the results could be validated if data are not shared or preserved and (2) has a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publications.

#### **i. Publications, conference papers and presentations**

Identify any other publications, conference papers and/or presentations not reported above. Specify the status of the publication as noted above.



## Federal Assistance Reporting Checklist

**b. Website(s)**

List the URL for any Internet site(s) that disseminates the results of the research activities. A short description of each site should be provided. It is not necessary to include the publications already specified above in this section.

**c. Other products**

Identify any other significant products that were developed under this project. Describe the product and how it is being shared. Examples of other products are: Data or databases; Physical collections; Audio or video products; Software or NetWare; Models; Educational aids or curricula; Instruments or equipment; Research material (e.g., germplasm, cell lines, DNA probes, animal models); Interventions (e.g. clinical, educational); new business creation; and Other.

**6. Participants**

The following information on participants (individuals) was provided during award negotiations. This can be updated in the awards contacts section in <https://www.page.energy.gov>. On a (quarterly/semi-annual/annual) basis, provide updates as needed. For most projects, recipients must identify and provide specific information for the following individuals at the prime and subrecipient level: (1) all senior and key personnel (including project director(s)/principal investigator(s)); and (2) each person who has worked or is expected to work at least 160 hours on the project at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort). In limited circumstances, typically large-scale construction projects, recipients are only required to report on (1) senior and key personnel for the prime recipient and subrecipients. Please refer to the Participants and Other Collaborating Organizations Term in your award Terms and Conditions to determine what level of reporting is required for your specific award.

**a. What individuals have worked on the project?**

Provide the following information for individuals at the prime recipient and subrecipient level: (1) all senior and key personnel; and (2) each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort). This information can be added as an attachment in the <https://www.page.energy.gov> document library.

- i. Name
- ii. Organization
- iii. Job Title
- iv. Role in the project



## Federal Assistance Reporting Checklist

- v. Start and end date (month and year) working on the project
- vi. State, U.S. territory, and/or country of residence
- vii. Whether this person collaborated with an individual or entity located in a foreign country in connection with the scope of this Award, and
- viii. If yes to a.vii, whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what the duration of stay was.

**7. Special Reporting Requirements**

Respond to any special reporting requirements specified in the award terms and conditions, as well as any award specific reporting requirements.

**8. Qualitative reporting requirements**

In this section, provide any additional description about the project. Can be used to elaborate on information requested above and can include on impact, changes or issues, achievements, or more.

**B. Financial Report SF-425 Federal Financial Report**

|                      |  |
|----------------------|--|
| Submit to:           | <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>  |
| Submission deadline: | Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30 and October 30) and within 120 calendar days after expiration or termination of the award |

Semi-annually the prime recipient is required to submit a completed SF-425 for the project to DOE, covering the entirety of work performed by the prime recipient, subrecipients, and contractors – to DOE.

**C. Other (see Special Instructions)**

|                      |   |
|----------------------|---|
| Submit to:           | <a href="https://www.page.energy.gov">https://www.page.energy.gov</a> |
| Submission deadline: | Within five (5) calendar days after the event, or as specified        |



## Federal Assistance Reporting Checklist

### II. Award Management Reporting

#### A. Tangible Personal Property Report – Annual Property Report (SF-428 & SF-428A)

|                      |  |
|----------------------|--|
| Submit to:           | <a href="#">Send Email to DOE Project Officer</a>                                    |
| Submission deadline: | Within 90 calendar days after the end of the annual reporting period when applicable |

The prime recipient must submit an annual inventory of federally-owned property (government-furnished) where the award specifies that title to the property vests with the federal government, whether it is in the possession of the prime recipient or subrecipient(s). The prime recipient must complete an SF-428 and SF-428A, available at [Post-Award Reporting Forms | GRANTS.GOV](#).

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

|                      |   |
|----------------------|---|
| Submit to:           | <a href="https://www.page.energy.gov">https://www.page.energy.gov</a> |
| Submission deadline: | Within 5 calendar days of the event or as specified when applicable   |

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

If disposition occurs at any time other than award closeout (i.e., at any time throughout the life of the project or after project completion and closeout as long as the federal government retains an interest in the item), the prime recipient must complete an SF-428 and SF-428C, available at [Post-Award Reporting Forms | GRANTS.GOV](#)

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

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

#### C. Uniform Commercial Code (UCC) Financing Statements

|            |   |
|------------|---|
| Submit to: | <a href="#">Send Email to DOE Project Officer</a> |
|------------|---|



## Federal Assistance Reporting Checklist

|                      |   |
|----------------------|---|
| Submission deadline: | Within five (5) calendar days after the event, or as specified. |
|----------------------|---|

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

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

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

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

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

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

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

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

### D. Federal Subaward Reporting System (FSRS)

|                      |  |
|----------------------|--|
| Submit to:           | <a href="https://www.fsrs.gov/">https://www.fsrs.gov/</a>  |
| Submission deadline: | The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to \$30,000 |



## Federal Assistance Reporting Checklist

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

The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-award greater than or equal to \$30,000.

### E. Annual Incurred Cost Proposals

|                      |  |
|----------------------|--|
| Submit to:           | If DOE is the Cognizant Federal Agency, send the Annual Incurred Cost Proposal to one of the following offices: <ul style="list-style-type: none"> <li>• <a href="mailto:CostPrice@ee.doe.gov">CostPrice@ee.doe.gov</a> (if the Golden Field Office is Cognizant);</li> <li>OR</li> <li>• <a href="mailto:IndirectRates@hq.doe.gov">IndirectRates@hq.doe.gov</a> (if OCED is Cognizant)</li> <li>• <a href="mailto:PricingGroup@netl.doe.gov">PricingGroup@netl.doe.gov</a> (if NETL is Cognizant)</li> </ul> Otherwise, submit the proposal to the Recipient's appropriate Cognizant Federal Agency office. |
| Submission deadline: | Within 180 calendar days after the close of the recipient's fiscal year*<br>*The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.  |

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

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

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

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

|                      |   |
|----------------------|---|
| Submit to:           | Federal Audit Clearinghouse -<br><a href="https://harvester.census.gov/facweb/Default.aspx">https://harvester.census.gov/facweb/Default.aspx</a>    |
| Submission deadline: | Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (recipient's fiscal year-end)* |



## Federal Assistance Reporting Checklist

|  |   |
|--|---|
|  | *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement. |
|--|---|

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

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

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

The single audit report shall include audited financial statements.

### G. National Environmental Policy Act (NEPA) Reporting

|                      |  |
|----------------------|--|
| Submit to:           | NEPA logs: Email to project officer & <a href="mailto:EECBG.NEPA@ee.doe.gov">EECBG.NEPA@ee.doe.gov</a><br>Historic Preservation report: <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>  |
| Submission deadline: | NEPA logs: Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30, and October 30) and within 120 calendar days after expiration or termination of the award<br>Historic Preservation reports: September 15 of each year |

All activities involving ground disturbance require quarterly NEPA log submittals. Template NEPA logs can be found at [www.energy.gov/node/4816816](http://www.energy.gov/node/4816816). NEPA logs must be submitted to [EECBG.NEPA@ee.doe.gov](mailto:EECBG.NEPA@ee.doe.gov) and the DOE Project Officer every quarter. Multiple entries can be listed on the NEPA log. If sub-recipients are conducting ground disturbing activities, those entries should also be reported in the NEPA log which the prime recipient can condense into one NEPA log or submit separately.



## Federal Assistance Reporting Checklist

Activities utilizing the Historic Preservation Programmatic Agreements must indicate this on the annually required Historic Preservation report. Reports are due September 15 of each year. Forms can be found on and submitted through the DOE PAGE platform found at [www.page.energy.gov/](http://www.page.energy.gov/). The Historic Preservation report must be submitted for all activities including activities conducted by the sub-recipient. A full list of Programmatic Agreements can be found at [Historic Preservation – Executed Programmatic Agreements | Department of Energy](#)

### H. Davis Bacon Reporting

|                      |   |
|----------------------|---|
| Submit to:           | <a href="https://www.page.energy.gov">https://www.page.energy.gov</a> |
| Submission deadline: | Within 7 days of each pay period and Semi-annually when applicable    |

- a. The DBA applies to contractors and subcontractors of the recipient or sub-recipients for contracts more than \$2,000 for the construction, alteration, and/or repair of public buildings or public works, including painting and decorating, where the United States or the District of Columbia is a direct party to the contract. Contractors and subcontractors funded in whole or in part under this Award shall pay their laborers and mechanics wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the Davis-Bacon Act (DBA).
- b. EECBG Program formula grant recipients will also be required to undergo DBA compliance training and maintain competency in DBA compliance. The Contracting Officer will notify the recipient of any DOE-sponsored DBA compliance trainings. DOL offers free Prevailing Wage Seminars several times a year that meet this requirement, at: <https://www.dol.gov/agencies/whd/governmentcontracts/construction/seminars/events>
- c. Weekly Payroll Report
  - i. EECBG prime recipients (grantees) must maintain an accurate record of hours worked and wages paid, including fringe benefit contributions, and submit certified payrolls on a weekly basis to DOE. Grantees are also responsible for tracking and maintain DBA records for all subcontractors and sub-recipients. Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems
  - ii. EECBG Program recipients must ensure the timely electronic submission of weekly certified payrolls through the DOE-provided DBA software application as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because it is



## Federal Assistance Reporting Checklist

unable or limited in its ability to use or access. Applicants should indicate if they will seek a waiver.

**d. Semi-Annual Compliance and Enforcement Report**

- i. EECBG grantees must submit semi-annual reports on compliance with the enforcement of the labor standards provision of the Davis-Bacon Act and its related acts covering the periods of October 1 through March 31 and April 1 through September 30**
- ii. Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems For more information about labor laws to include Davis Bacon Act and Build American Buy American contact [BILLabor@hq.doe.gov](mailto:BILLabor@hq.doe.gov).**



## Federal Assistance Reporting Checklist

### III. Closeout Reporting

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

|                      |   |
|----------------------|---|
| Submit to:           | <a href="https://www.page.energy.gov">https://www.page.energy.gov</a> |
| Submission deadline: | Within 120 calendar days after expiration or termination of the award |

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

The prime recipient must complete an SF-428 and SF-428B, available at [Post-Award Reporting Forms | GRANTS.GOV](#).

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

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

#### B. Other (see Special Instructions)

|                      |   |
|----------------------|---|
| Submit to:           | <a href="https://www.page.energy.gov">https://www.page.energy.gov</a> |
| Submission deadline: | Within 120 calendar days after expiration or termination of the award |



## Federal Assistance Reporting Checklist

### IV. BIL Reporting

#### A. Quality Job Creation

##### 1. Direct Jobs

|                      |   |
|----------------------|---|
| Submit to:           | <a href="#">Consult DOE Project team for the announcement of the Davis Bacon Reporting Tool</a> |
| Submission deadline: | Weekly  |

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

The Recipient must ensure the timely electronic submission of weekly certified payrolls to a third-party DBA electronic payroll compliance software application unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software. Please refer to section II.H. for information on Davis Bacon Act Reporting.

##### 2. Good Jobs

|                      |  |
|----------------------|--|
| Submit to:           | <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>    |
| Submission deadline: | Yearly; within 30 calendar days after the end of the federal fiscal year |

Recipients must complete and upload the jobs template (coming soon) that will be available for download from the PAGE site or the EECBG formula application hub on an annual basis. Once available, the report will be uploaded to the PAGE document library. The report focuses on good jobs provided to employees through EECBG Program funds.

#### B. Equity and Justice

|                      |  |
|----------------------|--|
| Submit to:           | <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>              |
| Submission deadline: | Quarterly within 30 calendar days after the end of the federal fiscal year quarter |

The Equity and Justice reports are imbedded in the [EECBG Program Process Metrics](#) as part of the performance report. Please report on EECBG process metrics 9d. (Organizations



## Federal Assistance Reporting Checklist

Receiving TA) and 11a. (Community and Stakeholder Engagement) when applicable to #1 and #2 below.

### 1. Community Engagement Process

This report applies to all projects that include building, expanding, or retrofitting a facility. Recipients should report on engagement activities such as participatory research, citizen advisory committees, open planning forums, etc. and the outputs of those activities such as memorandums of understanding, letters of support, etc. Information in this tab should reflect the objectives.

### 2. Engagement Events and Technical Assistance

This report applies to all projects that hold stakeholder engagement events. Recipients are required to report on stakeholders engaged and from what, if any, communities of interest.

## C. Pathways to Net Zero

|                      |   |
|----------------------|---|
| Submit to:           | <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>   |
| Submission deadline: | <b>As Specified</b> , within 30 calendar days after the end of the first quarterly reporting period; <b>Yearly</b> ; within 90 calendar days after the end of the federal fiscal year and <b>Final</b> ; within 120 calendar days after expiration or termination of the award. |

Pathways to Net Zero Reports will be imbedded in the [EECBG Program Process Metrics](#) as part of the performance reports. Please report on EECBG process metric areas 1 (Retrofits), 3 (Equipment Purchased), and 5 (Renewable Energy) when applicable.

### 1. Infrastructure Supported

This report applies to projects that build, retrofit, retool, repurpose, or otherwise support the construction or continued operation of energy generation, energy storage, or other clean energy infrastructure. Projects that fund infrastructure planning should also report.

Recipients are required to report on planned values, annual actual values for the life of project, and values at closeout. This report is structured by technology type, recipients need only complete the technology type applicable to their project as indicated by the DOE project team.

### 2. Energy Saved

This report applies to all projects that include energy efficiency upgrades or fuel switching, water conservation upgrades that save energy, or distributed energy resources. Recipients are required to report on interventions completed as well as planned and actual energy savings.



## Federal Assistance Reporting Checklist

### D. One Time Location Report

|                      |   |
|----------------------|---|
| Submit to:           | <a href="https://www.page.energy.gov">https://www.page.energy.gov</a> |
| Submission deadline: | One time  |

In addition to the reporting of metrics, there is a one-time special status report requirement for recipients with projects that take place in specific physical locations. The eligible activities that would be most applicable to the One-time Location Report are noted in Attachment 2. This report is required for all EECBG Program formula recipients pursuing activities mapped to this report, including projects benefitting disadvantaged communities. This report would be best completed during the first year of the award.



## Federal Assistance Reporting Checklist

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

#### **I. PROTECTED DATA AND LIMITED RIGHTS DATA**

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

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

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

However, under certain DOE awards, the recipient may mark certain categories of data produced under the award as protected from public disclosure for a period of time ("Protected Data"). If the award agreement provides for protected data and the recipient wants the data to be protected, the recipient must properly mark any documents containing Protected Data. The recipient should review the IP clause set of the award agreement to determine the applicability of protected data, the maximum length of period of time for data protection and the required markings that must be used to invoke data protection for the award.

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

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

#### **II. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION**

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



## Federal Assistance Reporting Checklist

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

**BUDGET INFORMATION - Non-Construction Programs**

**Attachment 3**  
**DE-SE0000434.0000**

|  |  |   |                                  |
|--|--|---|----------------------------------|
| 1. Program/Project Identification No.<br>SE0000434   |  | 2. Program/Project Title<br>Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 |                                  |
| 3. Name and Address<br>City of Jacksonville<br>117 W. Duval Street<br>Jacksonville, FL 322020000 |  | 4. Program/Project Start Date<br>07/01/2023   | 5. Completion Date<br>06/30/2025 |

| SECTION A - BUDGET SUMMARY             |                         |                             |                 |                       |                 |               |
|--|-------------------------|-----------------------------|-----------------|-----------------------|-----------------|---------------|
| Grant Program Function or Activity (a) | Federal Catalog No. (b) | Estimated Unobligated Funds |                 | New or Revised Budget |                 |               |
|  |                         | Federal (c)                 | Non-Federal (d) | Federal (e)           | Non-Federal (f) | Total (g)     |
| 1. Federal                             | 81.128                  | \$ 0.00                     |                 | \$ 845,350.00         |                 | \$ 845,350.00 |
| 2.                                     |                         |                             |                 |                       |                 |               |
| 3.                                     |                         |                             |                 |                       |                 |               |
| 4.                                     |                         |                             |                 |                       |                 |               |
| 5. TOTAL                               |                         | \$ 0.00                     | \$ 0.00         | \$ 845,350.00         | \$ 0.00         | \$ 845,350.00 |

| SECTION B - BUDGET CATEGORIES |                                     |     |     |     |               |
|-------------------------------|-------------------------------------|-----|-----|-----|---------------|
| 6 Object Class Categories     | Grant Program, Function or Activity |     |     |     | Total (5)     |
|                               | (1) DOE                             | (2) | (3) | (4) |               |
| a. Personnel                  | \$ 0.00                             |     |     |     | \$ 0.00       |
| b. Fringe Benefits            | \$ 0.00                             |     |     |     | \$ 0.00       |
| c. Travel                     | \$ 0.00                             |     |     |     | \$ 0.00       |
| d. Equipment                  | \$ 0.00                             |     |     |     | \$ 0.00       |
| e. Supplies                   | \$ 0.00                             |     |     |     | \$ 0.00       |
| f. Contract                   | \$ 845,350.00                       |     |     |     | \$ 845,350.00 |
| g. Construction               | \$ 0.00                             |     |     |     | \$ 0.00       |
| h. Other Direct Costs         | \$ 0.00                             |     |     |     | \$ 0.00       |
| i. Total Direct Charges       | \$ 845,350.00                       |     |     |     | \$ 845,350.00 |
| j. Indirect Costs             | \$ 0.00                             |     |     |     | \$ 0.00       |
| k. Totals                     | \$ 845,350.00                       |     |     |     | \$ 845,350.00 |
| 7. Program Income             | \$ 0.00                             |     |     |     | \$ 0.00       |

## Award #4 Supporting Documents 03-19-2026

U.S. Department of Energy  
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)  
BUDGET INFORMATION REMARKS  
Grant Number: SE0000434, State: FL  
Recipient: City of Jacksonville

### Remarks

Budget Summary: JEA will serve as lead partner and primary implementer for the EECBG grant contracting and activity implementation. Given the community-owned utility's extensive experience in energy efficiency and retrofit programs, the City of Jacksonville (primary applicant) seeks an exemption of the EECBG sub-recipient funding threshold due to the expanded role of JEA in the program. Of the total \$845,350 EECBG grant allocation, \$84,535 will be used for grant administration, \$65,000 to provide BPI training and certification for disadvantaged contractors, and the remaining \$695,815 for direct investment in energy assessment/audits and retrofits and household energy data monitoring and collection for residential structures in the target Eastside community. The basic retrofit package and testing will average \$5,800 per home for an estimated 76 homes. This total excludes non-grant, partner funding from other sources for strategies including home repairs, legal assistance, and homeowner education. Based on the scope and costs of work deemed necessary to upgrade a home, some homes may be determined ineligible for repairs. However, every home deemed eligible, or ineligible will be provided with the JEA Neighborhood Energy Efficiency (NEE) program direct install measures. Project activities and resources leveraged through the EECBG grant and other partner funds are outlined in Table 5 of the Project Narrative.

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

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

U.S. Department of Energy  
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGIL)  
STRATEGY  
Grant Number: SE0000434, State: FL, Program Year: 2023  
Recipient: City of Jacksonville

**EECBG Program: Energy Efficiency and Conservation Strategy Template for Local Governments**

Local governments must submit a proposed Energy Efficiency and Conservation Strategy (EECS) to the Department of Energy (DOE) to meet the statutory requirements for the Energy Efficiency and Conservation Block Grant (EECBG) Program. The proposed EECS must include the information contained in Part A of this template. Local governments may use this streamlined EECS Template to meet the requirement, but the template is not required. If a local government chooses to submit an EECS using an alternative format, the information outlined in Part A must be included in the submission.

Local governments have the option of submitting their EECS at the time of application or no later than 1 year after the effective date of the award. If the latter option is chosen, the EECS should be a comprehensive strategy that covers, at a minimum, all items detailed in this template. DOE will provide informational resources and technical assistance to support the development of comprehensive strategies.

Local governments that do not submit an EECS with their application must submit an EECBG Program Activity File with their application and select Activity 1 (Energy Efficiency and Conservation Strategy).

**Part A**

Grantee: City of Jacksonville  
Date: 10/27/2023  
UEI Number: HMGLC26EUPC4  
Program Contact Email:

1) Local governments must include within their proposed strategy a description of their goals for increased energy efficiency and conservation in the jurisdiction. Does your local government have existing energy efficiency and conservation or related goals?

a. Yes

i. What goals do you have? (check all that apply)

1. GHG reduction goal

a. Specific goal (e.g., 80% GHG reduced from 1990 levels):

Reduce CO2 by 80%

b. By what year? (e.g., 2050)

2030

2. Energy use reduction goal

a. Specific goal:

Offset demand with energy efficiency programs

b. By what year?

2030

3. Clean energy use goal

a. Specific goal:

Power supply portfolio will be 35% clean energy

# Award #4 Supporting Documents 03-19-2026

U.S. Department of Energy  
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)  
STRATEGY  
Grant Number: SE0000434, State: FL, Program Year: 2023  
Recipient: City of Jacksonville

b. By what year?

2030

4. EV adoption goal

a. Specific goal:

Increase and enhance energy efficiency programs to offset growing demands from the ongoing electrification of homes, businesses, and vehicles.

b. By what year?

2030

5. Job creation goal

a. Specific goal:

b. By what year?

6. Job quality goal

a. Specific goal:

b. By what year?

7. Other

a. Specific goal:

Retire less efficient generation facilities Utility facilities to be served by 100% clean energy

b. By what year?

2030

b. No, our local government does not have an existing goal, but we are selecting the following goal as part of our strategy. If you select option 5, you must also select from options 1-4 or option 6 (may select more than one option).

- i. Carbon neutrality by 2050 or sooner
- ii. Reduce energy use by 50% by 2050 or sooner
- iii. 100% carbon-free energy use by 2050 or sooner
- iv. 80% EV adoption by 2050 or sooner
- v. Pay prevailing wages for all construction and maintenance projects by 2025

# Award #4 Supporting Documents 03-19-2026

## U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

### STRATEGY

Grant Number: SE0000434, State: FL, Program Year: 2023

Recipient: City of Jacksonville

vi. Other

2) Does your local government have an existing plan or strategy document (e.g., climate action plan, energy conservation plan, comprehensive energy plan, etc.) to reduce energy use, increase energy efficiency, reduce emissions, or train workers for high-quality energy efficiency jobs?

a. Yes

i. Strategy document uploaded:

ii. Do you intend to update your plan in the next two years?

1. Yes

a. Are you planning to use any of your EECBG Program funds to update your plan?

i. Yes

ii. No

b. What updates do you intend to make to your plan?

The IRP planning process is executed every three to five years with a 30-year outlook. Although the next process will occur outside the two-year grant period, early planning will begin and the data and results of the R3 initiative will be used to inform the expansion of energy efficiency programs and resources.

b. No

i. Please briefly describe your strategy to achieve your goals listed in Question 1

3) Are you planning to use a blueprint (see Section 4.5 of the EECBG Program Formula Grant Application Instructions document for more details)?

a. Yes

i. Which one(s)?

#### Energy Planning

1. Energy Planning

#### Efficient Buildings

2a. Energy Efficiency - Energy Audits and Building Upgrades

2b. Energy Savings Performance Contracts: Energy Efficiency and Electrification in Government Buildings

2c. Building Electrification Campaign

2d. Building Performance Standards & Stretch Codes

#### Renewables

3a. Solar & Storage - Power Purchase Agreements and Direct Ownership

3b. Community Solar

3c. Solarize Campaign

3d. Renewable Resource Planning for Rural and Tribal Communities

#### Electric Transportation

4a. Electric Vehicles and Fleet Electrification

4b. EV Charging Infrastructure for the Community

#### Finance

5. Unlocking Sustainable Financing Solutions for Energy Projects and Programs with Revolving Loan Funds

#### Workforce

6. Workforce Development

ii. How does this blueprint help you meet your strategy goals?

# Award #4 Supporting Documents 03-19-2026

## U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

### STRATEGY

Grant Number: SE0000434, State: FL, Program Year: 2023

Recipient: City of Jacksonville

The project will address two of the eligible EECBG activity categories - Residential and Commercial Building Audits (EECBG Category 3) and Energy Efficiency Retrofit Grants for Government Agencies and Nonprofit Organizations (EECBG Category 5). The project will closely follow Blueprint 2A: Energy Efficiency - Energy Audits and Building Upgrades. The project also draws guidance on individual activities from both Blueprint 2B: Energy Efficiency and Electrification in Buildings and Blueprint 2C: Building Efficiency and Electrification as detailed in the EECBG Blueprint Implementation chart at Attachments 2 and 3 of the Program Narrative. Attachment 2 details the linkage of R3 project activities with the EECBG eligible activity, blueprint, key blueprint activities and strategies used, and the evaluation metrics involved in each activity. These project blueprints, key activities, and strategies are also incorporated into the R3 logic model shown at Attachment 3 of the Program Narrative.

b. No

i. What category of work do you plan to apply your EECBG Program funds to? (check all that apply)

1. Strategy development

- a. Developing goals
- b. Developing measures to track progress
- c. Providing annual reporting on goals

2. Technical consultant services to assist in strategy development

3. Building energy audits

- a. Residential
- b. Commercial
- c. Industrial
- d. Municipal

4. Financial programs

- a. Loan programs
- b. Performance contracting programs
- c. Rebates/grants
- d. Incentives
- e. Other

5. Energy efficiency retrofits

- a. Residential
- b. Commercial
- c. Industrial
- d. Municipal

6. Energy efficiency and conservation programs for buildings and facilities

- a. Residential
- b. Commercial
- c. Industrial
- d. Municipal

7. Transportation Programs

a. Electric vehicle planning

- i. Municipal
- ii. Communitywide

b. Purchasing of electric vehicles

c. Installation of electric vehicle chargers

- i. Municipal
- ii. Communitywide

d. Use of flex time by employers

e. Satellite work centers

f. Zoning guidelines or requirements that promote energy efficient development

# Award #4 Supporting Documents 03-19-2026

## U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGIL)

### STRATEGY

Grant Number: SE0000434, State: FL, Program Year: 2023

Recipient: City of Jacksonville

- g. Infrastructure, such as bike lanes and pathways and pedestrian walkways
- h. Synchronization of traffic signals
- i. Public transit system improvement investments
- j. Other

#### 8. Building codes and inspection

- a. Updating building codes
- b. Improving enforcement/compliance with building codes
- c. Building performance standards
- d. Other

#### 9. Energy distribution technologies for energy efficiency

- a. Distributed resources
- b. District heating and cooling systems
- d. Other

#### 10. Material conservation programs

- a. Source reduction
- b. Recycling
- c. Composting
- d. Sustainable procurement
- e. Other

#### 11. Reduction and capture of methane and other greenhouse gases generated

- a. Landfills
- b. Wastewater treatment facilities
- c. Other

#### 12. Traffic signals and street lighting upgrades

#### 13. Renewable energy on government buildings

- a. Solar
- b. Wind
- c. Fuel cells
- d. Biomass

#### 14. Programs for financing, purchasing, and installing energy efficiency, renewable energy, and zero-emission transportation (and associated infrastructure)

#### 15. Other (requires approval of Secretary)

#### ii. How will your use of funds help your unit of government meet its strategy/goals?

#### iii. Provide a brief description of your project(s)?

4) Local governments must coordinate and share information with the State in which the eligible local government is located regarding activities carried out using the grant to maximize the energy efficiency and conservation benefits under the EECBG Program. Have you coordinated and shared your planned activities with your State?

Award #4 Supporting Documents 03-19-2026

U.S. Department of Energy  
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)  
STRATEGY  
Grant Number: SE0000434, State: FL, Program Year: 2023  
Recipient: City of Jacksonville

a. Yes

i. Please describe how you plan to coordinate with your State

As the sub-grantee and project leader, JEA, will communicate project activities and project impact with multiple State agencies and officials. As the regional community-owned utility, JEA has established both formal and informal reporting structures with the State. Formal reporting is required with the Florida Public Service Commission (PSC), with JEA communicating energy efficiency activities (demand-side management efforts) on an annual basis. In addition to this formal channel, JEA's Government Relations team will coordinate disseminate project updates to the Duval Legislative Delegation and additional State offices including the State Economic Development entity, Enterprise Florida, and the Florida Energy Clearinghouse. R3 project partners will also seek opportunities to share project experiences and benefits with policy makers and other communities through conference presentations, media coverage, the annual Elected Officials luncheon each fall, and other forums.

5) Local governments must take into account any plans for the use of funds by adjacent eligible local governments that receive grants under the EECBG Program. Have you taken into account how adjacent eligible units of local governments plan to use their funds?

a. Yes

**Part B**

1) Do you plan to collaborate with other eligible units of government?

a. Yes, we are going to form a team and apply through a joint application

i. List the names of the units of government

1. Which unit of government is serving as the lead applicant?

ii. Please describe what your team plans to work on together

b. Yes, we are going to informally collaborate

i. List the names of the units of government

ii. Please describe your planned collaboration

c. We are not yet sure if we are going to collaborate with others

d. No

2) Are you planning to partner with other organizations including utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations for your project?

Award #4 Supporting Documents 03-19-2026

U.S. Department of Energy  
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGIL)  
STRATEGY  
Grant Number: SE0000434, State: FL, Program Year: 2023  
Recipient: City of Jacksonville

a. Yes

i. Please list your partners

The City of Jacksonville has teamed with a diverse coalition of seven organizations to launch the ambitious, yet attainable Repair & Restore for Resilience (R3) project. The R3 partnership includes the City of Jacksonville as primary (lead) applicant and JEA (community-owned utility) as the lead partner and primary implementer, along with the Historic Eastside Community Development Corporation (CDC), the Florida Institute for Built Environment Resilience (FIBER) at the University of Florida (higher education), and nonprofits LIFT JAX, LISC Jacksonville, and the United Way of Northeast Florida. The project will leverage the experience, community engagement, and resources of these organizations to not only successfully implement the two-year grant, but to build a sustainable platform for expansion of the R3 energy efficiency activities to address the needs of additional low-income households in the Historic Eastside and other under-resourced neighborhoods throughout the urban core. These partners are strategically positioned to help identify and mitigate the specific technical and non-technical challenges and barriers to successfully completing project activities. The project approach and scope is anchored in collaboration with community-based organizations working in the target area to refine strategies. The diverse team composition elevates the viewpoint of target area residents and informs the incorporation of Eastside community voices and concerns into the project design. The partnership profile outlining each organization and its project role and relevant resources is included at Attachment 1 of the Program Narrative.

b. No

3) Have you engaged local stakeholders (such as utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations) in the development of your plan and/or how you intend to use your EECBG Program allocation?

a. Yes

b. No

4) Will this EECBG Program funding help you to access additional sources of funding?

a. Yes

i. What kind? (check all that apply)

1. Local government

2. State government

3. Federal government

4. Philanthropic

5. Private sector

6. Other

b. No

i. Would you like assistance in identifying other sources of funding?

a. Yes

b. No

5) Do you anticipate needing support for your project development/implementation?

a. Yes

i. What kind? (check all that apply)

1. Policy, planning and program design

2. Retrofits

3. Engineering and modeling

4. Stakeholder engagement

5. Program administration and implementation support

6. Outreach, education and advertising

7. Other

b. No

6) Do you anticipate the project(s) you use this funding for will continue after the EECBG Program funding period?

a. Yes

i. Describe how the project(s) have been designed to ensure that it sustains benefits beyond the EECBG Program funding period

The R3 project success will be measured using both qualitative and quantitative metrics for each activity that will yield insight into short-term gains and

# Award #4 Supporting Documents 03-19-2026

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Recipient: City of Jacksonville

sustained long-term impacts in terms of energy and emission reductions, equitable workforce and community investment opportunities, and improved health and well-being outcomes. The University of Florida will implement an innovative resident survey and interview model to document the “lived experience” of target neighborhood residents that will inform evidence-based design efforts and investments and provide a qualitative perspective of project impacts. The diverse partnership and the involvement of higher education research initiatives in R3 will strengthen evaluation results and provide a foundation of documented impact to attract additional investment in project expansion throughout the urban core of Jacksonville.

b. No

i. What would help you to continue? (check all that apply)

- 1. Local sustainable financing
- 2. Public and local political support
- 3. Staff capacity
- 4. Other

7) How will your project(s) benefit disadvantaged communities? (check all that apply)

a. Benefits include (but are not limited to) measurable direct or indirect investments or positive project outcomes that achieve or contribute to the following in disadvantaged communities:

- i. A decrease in energy burden
- ii. A decrease in environmental exposure and burdens
- iii. An increase in access to low-cost capital
- iv. An increase in job quality (including paying prevailing wages for construction and maintenance projects by 2025)
- v. An increase in clean energy enterprise creation and contracting (e.g., minority-owned or disadvantaged business enterprises)
- vi. An increase in clean energy jobs, job pipeline, and job training for individuals from disadvantaged communities
- vii. An increase in parity in clean energy technology access and adoption
- viii. An increase in energy democracy
- ix. Other

1. Please explain

In addition to implementing energy efficiency and conservation measures paired with externally funded home repairs, it is expected the program will allow low-income, owner occupied, single-family homeowners to remain in their homes supported by ongoing education that helps to lower the burden of utilities, prevent displacement, improve their quality of life and ultimately, provide better health and overall well-being for target area residents. The project will also benefit disadvantaged urban core communities through the revitalization of under-resourced neighborhoods and creation of jobs and small business contracting opportunities for local residents. The grant partnership is also expected to generate additional collaboration that will foster increased infrastructure and community investments such as greenspace, trails, environmental restoration, and jobs creation that will further strengthen the neighborhood. Beyond the Historic Eastside, the partnership intends to expand and extend the R3 program in Justice40 Census tracts throughout the City of Jacksonville/Duval County.

8) How will your strategy support the goal that 40% of the overall benefits of certain federal investments flow to disadvantaged communities, in line with the Justice40 initiative?

All program activities will occur within Disadvantaged Community (DAC) Census tracts. The Historic Eastside community is comprised of two Census tracts (12031000300 and 12031017400) located in the urban core of the City of Jacksonville. Both tracts are designated as Disadvantaged Communities (DAC) using Justice40 criteria of the Department of Energy and the Climate and Economic Justice Screening Tool of the Council on Environmental Quality. As detailed in Table 1 of the Project Narrative, the target area population is predominantly minority (87%) and low income (70%). Area residents experience housing cost burden (36%) and energy burden (8%) well above State and national rates. More than one-third of households lack a vehicle and one-in-three homes do not have internet service. Single parent households comprise up to 83% of the target area. Additional risk factors include low educational attainment, high unemployment, a larger uninsured population, and a high number of residents with disabilities. Local residents are exposed to six brownfield sites and twelve EPA Toxic Release sites in and adjacent to the neighborhood. By partnering with community-based nonprofits, such as the Historic Eastside CDC, resident voices will continue to be heard in the project design, implementation, and expansion of R3.