



Prince George's County Solar Energy Grant

Requesting Applications

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Prince George's County Solar Energy Grant



Solar Panels



Clean
Energy



Bill Savings



Net Metering



Reduce
Carbon
Emissions



Support
Green
Jobs



Increase
Property Value

At A Glance

Program Summary:

This grant award helps eligible residents access the benefits of solar photovoltaic (PV) energy.

Deadline:

Applications are accepted on a rolling basis from November 10, 2025, to February 27, 2026. The deadline may be extended, but awards are limited, so early submission is strongly encouraged.

System Design Requirements:

The solar PV system must be at least 2 kW DC. It must be designed to meet our Minimum Benefit Requirements (pg.1.7) and [MEA's MSAP Minimum Benefit Requirements](#). All major system components must be new. Equipment and hardware installed must meet current and applicable federal, state, and local regulations.

Eligible Recipients, Property Types, and Maximum

Rebate Amounts:

To be eligible you must be a resident anywhere in Prince George's County and the owner of a single-family residence, or a dwelling unit within a townhouse in which you own the roof.

Pepco customers within an Energy Resiliency Community (ERC) in the County can access a higher incentive amount. The ERCs are Bladensburg - East Riverdale; Forestville; Hillcrest Heights - Marlow Heights; Kentland - Palmer Park; Oxon Hill - Glassmanor; Silver Hill; Suitland - Coral Hills; and Woodlawn- Lanham. Use the ERC Address Locator (<http://bit.ly/ERClocator>) to check if you live in an ERC community.

Review *Step 2* of this application for details on the following maximum grant amounts for each property:

- \$10,000 for Pepco customers **in an ERC** to own a system
- \$5,000 for all other residents to own a system

Submit Your Application:

Application can be downloaded at [Clean Energy | Prince George's County](#). Submit an application by email, hand-delivery, or mail.

Contact:

Prince George's County Government, Department of the Environment, Climate and Energy Division - Sustainable Energy
1801 McCormick Drive, Suite 500, Largo, MD 20774
Email: CleanE@co.pg.md.us | Phone: 301-883-5810



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Climate and Energy Division
Sustainable Energy
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1. Solar Energy Grant Instructions - Overview

Thank you for your interest in the Prince George's County, Clean Energy Program - Solar Energy Grant, administered by the Department of the Environment (DoE), Climate and Energy Division, Sustainable Energy. Our objective with the Clean Energy Program is to provide reliable and environmentally sound energy solutions that enhance the quality of life of Prince George's County residents while maximizing energy savings. This grant builds on Maryland's and Prince George's County's energy-efficiency and carbon reduction goals and will help make our County more energy resilient, promote energy equity and reduce energy burden in disadvantaged communities.

PGC Solarize – Your Partner in Power!

This grant award provides assistance to eligible residents for accessing the benefits of rooftop solar photovoltaic (PV) energy, and encourages residents to pursue implementation of energy-efficiency measures. Furthermore, Prince George's County is working to improve the quality of life in nine designated neighborhoods, classified as Energy Resiliency Communities (ERCs). The ERC evolved from a county initiative, formerly known as Transforming Neighborhoods Initiative (TNI), which utilized several metric indicators such as education, public safety, and employment to identify key neighborhoods across the County needing holistic uplifting. Homeowners residing in these communities have access to a higher grant incentive amount.

BENEFITS OF PARTICIPATING IN OUR SOLAR GRANT PROGRAM:

- **Receive between \$5,000 and \$10,000 towards a solar system install. Amount is determined by who your electric utility provider is and the home's location.**
 - **Lower your energy bills for the long term!**
 - **Increase your property value and energy resiliency against climate change.**
 - **Support a healthier local environment by lowering your carbon footprint.**
-

These instructions should help you decide if there's an approach to accessing solar PV energy that will work for you.

5 STEP S.O.L.A.R. GRANT

- 1. Scan for Eligibility**
- 2. Obtain Financial Assistance**
- 3. Look for an Eligible Solar Contractor**
- 4. Apply for Prequalification (*before installing solar*)**
- 5. Receive Grant Funds (*after installing solar*)**

This document provides instructions for filling out the Clean Energy Program, Solar PV Grant application. If you have additional questions, please see the Clean Energy Program's contact information below to reach out to Department of the Environment (DOE) staff. Submission of an application for a grant award does not guarantee receipt of an incentive or the amount of the requested incentive. The Solar PV grant award operates on a first-come, first-served basis and incentive rebates are dependent upon cost effectiveness and funding availability. DoE Sustainable Energy does not endorse, sponsor, or otherwise make any representation or warranty with respect to any contractor, or the work, materials, or services provided by any contractor.

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Read these step-by-step instructions to better navigate a successful application submittal. Grant payment is a reimbursement, meaning payment will only be issued after all requested documents have been submitted properly. Note that systems installed prior to receiving a DoE Prequalification Notice do not qualify for this grant.

Step 1: SCAN FOR ELIGIBILITY

To Qualify for the Grant Award, a Homeowner Must:

- I. **Be a Prince George's County resident** who has not previously received a Solar Energy Grant from Prince George's County.
- II. **Live in a single-family residence¹** as proven by the [MD SDAT: Real Property Data Search](#). This may include a dwelling unit within a townhouse in which you own the roof.
- III. **Not already own a rooftop solar system.** The grant is exclusively for the installation of **new** solar PV systems. An application for this grant must be submitted, then a Prequalification Notice must be issued to the applicant by DoE before the solar PV system can be installed.²
- IV. **Own the solar PV system** through a cash purchase, loan or financing.

Energy Audits and Online Solar Assessments

- It is recommended that homes consider a whole-house energy audit conducted by a certified professional before installing a rooftop solar PV system to maximize their energy savings. For energy assessment incentives check out our [Energy Efficiency Grant](#), and [Empower Maryland](#).
- Online solar assessments⁴ can provide a preliminary virtual evaluation of a property's potential for a solar energy system. You can check whether rooftop solar is an option for your home by visiting [Solar Rooftop Potential | Department of Energy](#).

Ineligible? Consider Community Solar!

- Subscribing to a community solar program would enable you to receive credits for part of the energy output of a local solar panel array while lowering your bills. It's a great option if you can't—or don't want to—install solar on your home or business. Visit our [websites resources](#) for more details on community solar.

¹ To find the definition of a single-family residence, check out [Document Viewer | Zoning Ordinance, Subdivision Regulations, & Landscape Manual \(Effective 4/1/2022\)](#), Section. 27-2400 (d)(1) Household Living Uses.

² Adding new capacity to an existing system is not eligible for this grant.

³ [Energy Resiliency Communities](#) are Bladensburg - East Riverdale; Forestville; Hillcrest Heights - Marlow Heights; Kentland - Palmer Park; Oxon Hill - Glassmanor; Silver Hill; Suitland - Coral Hills; and Woodlawn- Lanham. To confirm you are in one of the ERC communities, you must look up your address by using the ERC Address Locator: (<http://bit.ly/ERClocator>). Please note the ERC Address Locator is the definitive tool for determining the eligibility of an application.

⁴ Online Solar Calculators generally are no substitute for an on-site assessment performed by a certified professional. They are typically an educational tool designed to indicate potential value and inform solar decisions. The Department of the Environment does not officially endorse these tools.

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Step 2: OBTAIN FINANCIAL ASSISTANCE

Determine Solar Energy Grant Amount

The maximum amount of grant funding you can receive depends on where you live within the county and your electric utility service provider.⁵

- **Energy Resiliency Communities (ERC) and Pepco Customers:** Prince George's County homeowners are eligible for this grant, but homeowners residing in an ERC have access to a higher incentive value if they are a Pepco customer. Check to see if you reside in an ERC by entering in your address into the ERC Address Locator: <http://bit.ly/ERClocator>.
- **System Ownership:** The most popular financing and ownership options for solar homeowners fall into two main categories.
 1. Homeowner-Owned systems are purchased directly or financed, often with a loan.
 2. Third-Party Owned systems you get through a lease or a Power Purchase Agreement (PPA), where a company owns the system. *Note: Third-Party Owned systems are ineligible for this grant.*

Option A - Up to **\$10,000** for Pepco customers in an [Energy Resiliency Community](#).

Option B - Up to **\$5,000** for all other homeowner-owned systems that do not qualify for Option A.

Eligible Costs

- Eligible costs include any parts, component, or accessory equipment necessary to operate and/or install solar. A maximum of 20% of the grant award can be spent on ancillary costs and reasonable measures to facilitate the installation of the system. The Department of the Environment staff should be contacted to ensure the measure(s) qualifies. Examples may include, but may not be limited to, tree trimming, service panel upgrades, roof repairs, and mold remediation⁶.

Additional Incentive Resources⁷

Depending on which financing/ownership model you select, you may qualify for additional incentives like:

- [Maryland Solar Access Program | Maryland Energy Administration](#)
- [Solar Energy Equity Program | Maryland Energy Administration](#)
- [Residential and Commercial Energy Storage Grant Program | Maryland Energy Administration](#)
- [Net Metering in Maryland | DSIRE](#)
- [Solar Renewable Energy Certifications | Maryland Public Service Commission](#)

⁵ Grant shall only be issued for a new solar PV system installed at a property where no existing solar system is installed or operational.

⁶ For other possible ancillary costs visit [Why Did My Solar Costs Increase After A Site Visit? | EnergySage](#).

⁷ For assistance with navigating financing options and other incentives, you can work with your solar contractor and check out our website: [Clean Energy|Prince George's County](#).

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Step 3: LOOK FOR AN ELIGIBLE SOLAR CONTRACTOR

PLEASE NOTE: DoE Sustainable Energy does not endorse, sponsor, or otherwise make any representation or warranty with respect to any contractor, or the work, materials, or services provided by any contractor.

Select A Solar Contractor

- Residents must choose a solar PV contractor to install their solar PV system. Self-installers are not eligible to receive rebates. To qualify for this grant, the contractor selected must meet the eligibility requirements listed under section *Contractor Eligibility Requirements* below. Check out our website for additional guidance on selecting a contractor: [Clean Energy | Prince George's County](#).
- DoE recommends that selected contractors meet with DoE Sustainable Energy staff for guidance on the grant process before submitting an application. See our contact information in the footnotes.

Contractor Eligibility Requirements

1. **Provide proof of being a registered vendor of Prince George's County** from the Office of Procurement (i.e., successful registration email confirmation). If not already registered, any contractor can apply prior to submitting a grant application. Please note, DoE does not administer this process and approval may take time, so register promptly.
 - New vendors must complete vendor registration via the [Vendor Registration Link](#).
 - Current Prince George's County vendors have been transferred to the new Vendor Registration System but **must** set up an account in the **Ariba Business Network**: [[supplier.ariba.com](#)]. Once registered, vendors can update their information and view contracts, POs, and invoices. If you have further questions about vendor registration contact: Betty Nealy-Carter, Vendor Registration Manager, at bcarter@co.pg.md.us.
 - For further benefits, county-based businesses are encouraged to register for a County Business Certification through the Supplier Development & Diversity Division (SDDDD). Provide your business certification number on page 2.17. For more information visit: [Certification & Compliance System | Prince George's County](#).
2. **Solar PV Systems must be installed by an appropriately licensed contractor** in accordance with state (MD Department of Labor) and county laws. Self-installers are not eligible to receive rebates. Please provide:
 - a) A copy of the solar contractors Maryland Home Improvement Commission ([MHIC](#)) license.
 - b) A copy of the [master electrician's license](#) who will connect the solar panels to the electric system.
 - c) All subcontractors must provide a contract indicating they are working with the contractor.
3. **All selected solar PV contractors must have at least one person who is [NABCEP PV Installation Professional \(PVIP\) Certified](#)** and involved in the design and installation of the proposed project. A Site Supervisor should have completed at least 40 hours of solar PV technical course training. Please provide a copy of the NABCEP PVIP certification.
4. **Customer References.** Upon customer or DoE request, provide project references and include the customer's name, address, phone number, and email for verifiable grid-connected solar electric projects, including the system size (kilowatts), interconnection date, and the contractor's role for each reference.
5. **Contractors are to comply with Maryland Energy Administration's (MEA) Consumer Protection Policy** for the [Maryland Solar Access Program](#) and be listed on their Participating Contractor List.
6. **Provide a Standard Customer Agreement** that includes the consumer protection requirements listed under section [Customer Agreement Requirements](#) and [Warranty Requirements](#) of the application, and all [MHIC Contract Requirements](#). This can be submitted in Step 4, Prequalification.
7. **Quality Assurance Plan.** Provide a description that elaborates on how the contractor will ensure quality workmanship, and safety on each project. List of requirements for the plan is under section [Quality Assurance Plan](#) of the application.
8. **Energy Efficiency and Conservation Block Grant:** Review the EECBG section for Davis-Bacon, Reporting, and Special Terms.

For assistance with fulfilling all contractor requirements, check out our website for contractor resources: [Clean Energy | Prince George's County](#)

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Step 4: APPLY FOR PREQUALIFICATION – BEFORE INSTALLATION

Apply for the Solar Energy Grant award and submit the required documents to the Department of the Environment, Sustainable Energy. It is recommended you have the contractor assist with this portion of the grant. Please note that these requirements are not in substitution of county vendor registration nor [Department of Permitting, Inspection and Enforcement \(DPIE\) permitting requirements](#). If this is the contractor's first time submitting an application, expect feedback and possibly a longer prequalification review period. Systems installed prior to receiving a Prequalification Notice⁸ do not qualify for this grant.

Working along with the selected contractor, email CleanE@co.pg.md.us or send in copies of:

1. **Solar Photovoltaic (PV) [Grant Application](#)** including the signed Grant Award Terms and Conditions Agreement, and the signed Affidavit of Income. The full grant application and instructions should be submitted (this entire document). All signatures on every submitted document must be handwritten or a digital signature; a typed name will not be accepted.
2. **A copy of recent (within 3 months) electricity bill for the property.** Must be as a PDF, no screenshots/photos.
3. **IRS Form W-9:** Request for Taxpayer Identification Number and Certification which can be found: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>. The business receiving the grant award check is the party required to submit their W-9 form.

Maryland Energy Administration's (MEA) – Maryland Solar Access Program (MSAP)

Homeowners who have received a *Reservation of Funds* confirmation from MEA's MSAP can submit those application documents instead of items 4-7 below. MSAP documents provided should include, but may not be limited to:

- I. A copy of the homeowners *Reservation of Funds* confirmation email
- II. Executed Solar PV Agreement
- III. Signed MSAP Customer Disclosure Form
- IV. Signed MSAP Authorization Form

4. **Qualifications of the install and design team (page. 1.4) for proposed project, including:**
 - a) Proof of North American Board of Certified Energy Practitioners (NABCEP) PVIP Certification (if not already submitted previously) from staff involved in project.
 - b) Provide proof that personnel engaged in "electrical installations" as defined by the Local Authority Having Jurisdiction meets the definition of a "Qualified Person" and holds any credential required by the AHJ for performing such work.
 - c) Proof that site supervisor has completed at least 40 hours of safety and solar PV technical course training.
5. **A detailed solar PV analysis⁹ demonstrating projections of the minimum required energy savings and:**
 - d) Proposed system size, yearly estimated output inclusive of degradation rates, lifetime avoided cost savings/net present value, payback period, inverter and solar module specs, and shading report with array orientation.
 - e) Pre-installation photos. Visit our [website's](#) for our *Photo Documentation Guide* and list of required photos.
 - f) Analysis must also meet [System Design Requirements](#) under the Grant Agreement section.
6. **A copy of the signed contract between homeowner and contractor, and itemized quote including scope of work.** Contract should be between the contractor and homeowner to install a solar photovoltaic system on the roof of the property. Contract should meet all details listed under section [Customer Agreement Requirements](#), along with MEA MSAP [Consumer Protection Policy](#) requirements and [MHIC Contract Requirements](#). The itemized scope of work should include cost and system components. Contractors may request our invoicing template via email.
7. **Proof of executed financing contract** with financial partners, if applicable (e.g., loan contract)

⁸ Note: To secure your grant funding, the Grant Acceptance Letter must be signed by the homeowner and returned after receiving a Prequalification Notice.

⁹ This grant may require additional information if analysis does not seem to meet grant requirements or may provide an exemption on specific data points if overall analysis seems adequate.

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Step 5: RECEIVE GRANT FUNDS – AFTER INSTALLATION

FINAL APPROVAL

Working along with the selected contractor, email or send in copies of:

- ☐ **Final invoice** that itemizes all system component(s) installed. Included on the invoice should be the job completion date. Request our invoice template guide for reference and to ensure compliance.
- ☐ **Copy of the utility's *Permission to Operate* letter and interconnection agreement.**
- ☐ **Proof of all necessary permits, and a copy of the official inspection sticker** used by a [third-party solar inspector](#) participating in DPIE's Third Party Residential Solar System [Inspection Program](#).
 - Administered by the Department of Permitting, Inspection and Enforcement (DPIE), third party inspectors place inspection stickers on the electric panel box indicating that the system has successfully passed inspection.
- ☐ **Copy of close-out documents for the resident.** Should include, but not limited to, a commissioning checklist, owner's manual, proof of all warranties, and as-built drawings. See section [System Design Requirements](#) and [Warranty Requirements](#). MEA's MSAP recipients should provide *Completion Certificate* submission confirmation. Proof of one month of solar generation might also be requested.
- ☐ **Installation photos.** Visit [our website's](#) contractor resources section for a photo documentation sample, which contains a complete list of required photos and geotagging requirements.
- ☐ **Proof of system registration** with the Maryland Public Service Commission (PSC).
- ☐ **Site Visit.** Send commissioning schedule for our site visit. We'll arrange an alternate time if unavailable.
- ☐ Authorization for Electronic Funds Disbursement form for resident direct payments (if applicable).
- ☐ Completed survey for feedback on grant experience (if applicable).

GRANT PAYMENT WILL ONLY BE ISSUED UPON RECEIPT OF ALL PROPERLY SUBMITTED DOCUMENTS

IMPORTANT NOTES ON EARNING SOLAR RENEWABLE ENERGY CREDITS:

- Solar PV system owners that are located on the District's and Maryland's cross border feeder serving the District can register with the District's PSC, others with the Maryland PSC.
- Registering your system with the respective PSC's is part of the process that allows the system owner to participate in the [Renewable Portfolio Standards \(RPS\)](#), and to subsequently sell Renewable Energy Credits (RECs). A REC is equal to the attributes associated with one (1) megawatt-hour (1 MWh or 1,000 kWh) from a certified Renewable Energy Facility. RECs are tradable commodities in states with RPS markets. Visit the [Maryland PSC website](#) for more information.
- When your solar PV system is registered with the respective PSCs, it is assigned a certification number. The certification number will serve as proof that the installed system is certified as a renewable energy facility.
- Maryland's Renewable Portfolio Standard (RPS) serves to recognize and develop the benefits associated with a diverse collection of renewable energy supplies. To find out more, visit the Maryland PSC's website: <https://www.psc.state.md.us/electricity/renewable-energy/>
- For the Maryland PSC certification process go to: <http://www.psc.state.md.us/electricity/solar-renewable-portfolio-standard-documents-rps/>. For the DC PSC certification process go [here](#).
- For information on Solar Renewable Energy Certifications (SRECs) visit: <https://www.psc.state.md.us/electricity/solar-renewable-portfolio-standard-documents-rps/>

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Minimum Benefit Requirements to the Consumer

Proposed solar projects must be designed to meet the following minimum requirements:

- Solar PV Systems owned by a homeowner must produce at least 800 kWh per year per installed KW. The County might request to see proof of one month of solar generation between 45-145 kWh per installed KW of solar PV panels. The amount generated will be evaluated based on the month, the direction of the solar panel array, and any shading considerations using the NREL PV Watts calculator. The contractor will be responsible for proving the performance before the grant money is awarded.
- Solar PV systems must also meet minimum energy saving requirements as defined by MEA's Maryland Solar Access Program, and the customer contracts must be compliant with that program as well.

Final Approval Timeline:

It is the intent of the Clean Energy Program, Solar PV grant award to pay incentives in a timely manner after the administrator has received the applicant's completed application, signed grant award letter, and approved documentation. However, no guarantees of timing on incentive payments can or will be made.

Estimated Timeline for Application Approval:

1. **Prequalification:** Upon successful review of a full application, a notification of reservation of funds for a grant award will be sent to the applicant within approximately **30 business days**.
2. **Installation:** System installation should be completed within **4 (four) months** of receiving prequalification approval notification. A complete installation is evidenced by the utility's Authorization to Operate letter. The County does not guarantee that an extension will be provided.
3. **Verification of install:** Final approval of installation and site visit by DoE staff is expected to occur within **15 business days** of receipt of the invoice. Grant award payment is subject to a satisfactory site visit and customer verification of the completion of work.
4. **Approval of invoices:** Upon approval of installation, DoE staff will submit a request for payment. The DoE Office of Finance intends to approve invoices within **30 to 60 business days**.

Please note: DoE Sustainable Energy does not endorse, sponsor, or otherwise make any representation or warranty with respect to any contractor, or the work, materials, or services provided by any contractor.

Applications may be emailed, hand-delivered or mailed to:

Prince George's County, Department of the Environment (DoE),
Sustainable Energy 1801 McCormick Drive, Suite 500, Largo, MD 20774 Email:
CleanE@co.pg.md.us

For more information, call: 301-883-5810 or visit [Clean Energy | Prince George's County](#)

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2. Solar Energy Grant Application - Overview

The Clean Energy Program, Solar Energy Grant helps residents access the benefits of solar photovoltaic technology and encourages the successful implementation of energy-efficiency measures. Furthermore, this program joins ongoing efforts and programs created by Prince George's County to uplift nine designated neighborhoods, classified as *Energy Resiliency Communities* (ERCs), that face significant economic, health, public safety, and educational challenges. **Review the grant instructions and application, then:**

STEP 1. CONFIRM YOUR ELIGIBILITY

Homeowners applying for the grant award must:

- Be a Prince George's County resident.
- Live in a single-family residence as proven by the MD SDAT: Real Property Data Search.
- Not already own a rooftop solar system.
- Follow all grant application steps.
- Own the solar PV system through a cash purchase or financing.

STEP 2. REVIEW FINANCING OPTIONS & DETERMINE GRANT AMOUNT

- \$10,000 for system owners with Pepco and within an ERC, \$5,000 for all other system owners.

STEP 3. SELECT AN ELIGIBLE CONTRACTOR

- Solar PV systems must be installed by an appropriately licensed contractor.
- Contractor should show proof of becoming a registered vendor of Prince George's County.
- Contractor should have at least one person who is NABCEP PVIP Certified on the project.
- Contractor should be able to provide customer references upon request.
- Contractor should comply with MEA's Consumer Protection Policy for the MSAP and other listed requirements.
- Contractor should provide a standard Customer Agreement to DoE, if applicable.
- Contractor should provide a Quality Assurance Plan and review EECBG requirements.

For steps 4 and 5, work along with your selected contractor to email, or send in copies of requested documents.

STEP 4. SUBMIT REQUIRED DOCUMENTS FOR PREQUALIFICATION *(before installing solar)*

- Solar PV Grant Application (this document), including a signed Affidavit of Income, and Terms and Conditions.
- A copy of recent (within 3 months) electric bill for the property.
- IRS Form W-9.
- *Reference MEA MSAP recipient alternative application documents list on page 1.5.*
- Qualifications of the installation and design team for proposed project (NABCEP, licenses etc).
- A solar PV analysis that includes a detailed breakdown specifying the proposed system.
- A copy of the signed contract between homeowner and contractor, and itemized quote including scope of work.
- Proof of executed financing contract with third party financial partners, if applicable.

STEP 5. SUBMIT REQUIRED DOCUMENTS FOR FINAL APPROVAL *(after installing solar)*

- Final invoice.
- Copy of the utility's *Authorization to Operate* letter and interconnection agreement.
- A copy of the official inspection sticker and proof of permits.
- Copy of close-out documents for the resident and proof of minimum requested solar generation.
- Requested installation photos and schedule site visit.
- Proof of system registration with the Maryland Public Service Commission (PSC).
- Authorization for Electronic Funds Disbursement form for resident direct payments (if applicable).
- Completed survey for feedback on grant experience (if applicable)

Submission of an application for the grant award does not guarantee receipt of award. The County operates on a first-come, first-served basis and incentive rebates are dependent upon cost effectiveness and funding availability.

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AWARD AGREEMENT

All applicants (“Grant awardee”) who seek to claim incentives for eligible photovoltaic systems are required to acknowledge reading and understanding of the following terms and conditions and must accept these terms and conditions before the County processes their application and/or incentive payment. Incentives are only available for Prince George’s County homeowners living in a single-family house, townhouse residence in which they own the roof, as proven by the MD SDAT: Real Property Data Search (existing solar ineligible). A higher incentive amount is available for homeowners residing in an Energy Resiliency Community (ERC). To qualify to receive an incentive, you agree to install a solar energy system that meets the requirements set forth in all grant award-related documents.

CLARIFICATIONS ON ELIGIBILITY/PROCESS

1. Grant awardee understands that the grant award may be modified, suspended, or discontinued by the County at any time and without notice.
2. Grant awardee agrees to provide all documentation required to qualify for an incentive.
3. Grant awardee understands that incentives will be reserved and distributed on a first-come, first-served basis until funds are depleted for the applicable fiscal year.
4. Grant awardee understands that they should conduct themselves in a professional and respectful manner when interacting with customers and county program implementers.
5. Advertising, marketing, promotional business activities and sales routines carried out in person, in print, on television, telephone, radio, or on-line should be subject to the FTC Act’s prohibitions on “unfair or misleading behaviors or practices” and other sections of the FTC Act as relevant.
6. Contractors should frequently monitor the latest industry changes to ensure that sales teams are provided with the most accurate and updated information and ensure that all educational materials are regularly updated to reflect any updates.
7. Contractor should properly and fully present solar PV features and benefits to the customer so that the customer may make an informed decision about the program.
8. Grant awardee should comply with all county marketing and communications guidelines. Contractors should not use the county’s logo in promotions or advertising without the prior express written consent of the county.
9. Grant awardee may only apply for one solar photovoltaic system incentive that is funded with the County funds, for a single, unique, and verifiable physical address in a designated ERC.
10. A third-party owner is a system owner who does not own the qualifying home. They must apply the full grant award amount as prepayment to the total cost of the system. Prepayment is the deposit paid towards the cost of the system. This includes, but is not limited to, down payments, forward payments of expected fees/bills, or money used to establish a contract.
11. Completed installation: The County defines a completed installation as being all equipment necessary for the proper operation of a solar system having been safely and securely affixed to a

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permanent building, inter-tied into the building's electrical system, inspected and approved by the Department of Permitting, Inspections and Enforcement ("DPIE") as evidenced by an inspection approval sticker and by a copy of the utility's Authorization to Operate letter.

12. Incentives provided are for *complete* installation(s). Complete installation is evidenced by utility's Authorization to Operate letter and DPIE inspection approval sticker.
13. Installation should be completed within four (4) months of receiving prequalification approval notification. Grant awardee may request a one-time extension subject to approval. The County is not required to grant an extension.
14. The grant awardee and selected contractor should comply with, apply for, and obtain all necessary permits from applicable regulatory agencies (federal, state, and local jurisdictions and utilities).
15. It is the grant awardee's responsibility to contract for the purchase and proper installation of a qualifying system. The County reserves the right to inspect all projects to verify completion.
16. Applicants understand submitted application does not guarantee an award from the Solar Energy Grant, and that grants issued by Prince Georges County may be taxable. As the DoE SE is unable to give tax advice, applicant understands that any tax-related questions should be directed to a qualified tax professional. Grant funds disbursement will be contingent upon DoE SE acceptance and/or inspection of the equipment installed.
17. DoE SE does not endorse, sponsor, or otherwise make any representation or warranty with respect to any contractor, or the work, materials, or services provided by any contractor. Applicant gives permission to DoE SE to use photos of completed work, and data presented in the prequalification or final submitted documents for marketing, publicity, and advertising purposes. This excludes any confidential information or trade secrets.

PREQUALIFICATION TIMELINE

Note: The Solar PV Grant Application Approval Timeline is as follows but we reserve the right to modify this timeline:

- The County staff will send a notice of prequalification that reserves funds for the project within approximately **30 business days upon receiving** the completed requirements, and after successfully reviewing required documents. The 30 days reset if errors are found in the application package.
- Grant awardees will have two weeks to accept the grant award after receiving a notice of prequalification.
- Installation should be completed within **4 (four) months** of receiving prequalification approval notification. The County is not required to grant award an extension.

SYSTEM DESIGN REQUIREMENTS

Due to the highly technical language in the next few sections, it is recommended residents discuss these design requirements with their selected contractor. Only systems installed after Prequalification qualify for this grant. All systems supported through the grant award are subject to the following conditions:

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- The minimum system size to qualify for a grant award is 2 kW DC for solar PV.
- All proposed solar projects must be designed to meet minimum production requirements for the customer and contracts must be compliant with MEA's Maryland Solar Access Program's consumer protection policy.
- Only photovoltaic (PV) systems installed after the date this grant starts accepting applications are eligible.
- Grant program expects at least an average 70% Total Solar Resource Fraction across each array.
- The system will be developed to achieve optimal annual performance. The term 'optimal' will be evaluated based on customer advantages and cost savings, rather than solely on energy generation. For instance, a solar array facing south may generate higher total output, whereas an array facing west may produce more electricity during peak hours when rates are higher, resulting in greater customer benefits.
- All major system components (panels, inverters, etc.) must be new and not previously placed in service in any other location or for any other application. Rebuilt, refurbished, or relocated equipment are not eligible for a solar incentive. A grant shall only be issued for a new solar PV system installed at a residential property where no existing solar PV system is installed or operational. New capacity added to an existing solar PV system at the project location is not eligible for this grant.
- The system cannot be removed from Prince George's County for a period of 10 years following installation. The County may request that all/or portion of the grant award be refunded if the system is removed.
- **As-builts and operations/maintenance/construction manuals** must be provided to resident after completion.
- See [Warranty Requirements](#) section for details on system and production warranties, and [Quality Assurance Plan](#) and [Equipment](#) sections for further requirements.

EQUIPMENT

1. To be eligible for an incentive, the photovoltaic system must meet the minimum size of 2.0 kW DC.
2. Grant awardee must comply with all grant award requirements and provide documentation acceptable to the County before an incentive will be fulfilled.
3. The equipment and hardware installed must meet all current and applicable federal, state, and local regulations for licenses, building codes, performance, and safety standards. This may include, but may not be limited to:
 - Underwriters Laboratories (UL) 1741 - Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems.
 - UL 1703 Standard for Safety - Flat-Plate Photovoltaic Modules and Panels.
 - UL 61215-1 (listed to UL 61730-1) or their successor standards for photovoltaic modules.
 - UL 3703 or successor standard for photovoltaic mounting systems for solar trackers and clamping devices used as part of a grounding system.
 - Maryland Net Energy Metering laws and the requirements of the local electric utility.

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- Institute of Electrical and Electronics Engineers (“IEEE”) Standard 929-2000 - Recommended Practice for Utility Interface of Photovoltaic Systems
 - IEEE 1547 - Standard for Interconnecting Distributed Resources with Electric Power Systems with applicable requirements of the local electrical codes and the National Electrical Code (NEC).
 - Occupational Safety and Health Administration (OSHA) 29 CFR 1910.145 for labeling.
 - National Fire Protection Association (NFPA) 70, National Electric Code, Article 690, and all applicable Electrical Codes currently adopted and enforced under Prince George's County's Department of Permitting, Inspections and Enforcement.
4. Project installation team must reach out to the local electric utility and the County's Department of Permitting, Enforcement, and Inspection to ensure compliance with the most recent and all applicable codes and standards, including electric and fire codes.
 5. Applying for and receiving incentives under this grant award does not preclude the grant awardee from seeking any federal tax credit for which he/she may be eligible. However, eligibility for an incentive does not guarantee eligibility for any tax credit.

APPLICATION REVIEW DETAILS

1. The selected solar PV contractors must have at least one person who is NABCEP PV Installation Professional (PVIP) Certified be involved in the design and installation of the solar panel installation. The review of the solar system will include the solar photovoltaic analysis and the Solar Renewable Energy Credits (SREC) ownership and value.
2. For a period of up to two (2) years after incentive fulfillment, grant awardee may be randomly selected to provide additional information to assist the County in documenting and validating actual benefits of the energy production and equipment. Grant awardee agrees to participate, and if selected, agrees that the incentive received is fair compensation and consideration for reasonable time and effort to participate.
3. Grant awardee agrees to permit public disclosure of information. The County requires transparency and public disclosure of how funds are managed, grant awarded, and spent. It is possible that information about how individual incentives were awarded and spent could be publicly disclosed in some manner, including disclosure on a government website, in a media report, or as a result of a request under the Freedom of Information Act. Grant awardee agrees to allow the County and/or its contracted representatives access to the incentivized system to verify that it is properly installed, operational, and conforms to the eligibility criteria as specified.
4. The system cannot be removed from Prince George's County for a period of 10 years following installation. The County may request that all/or portion of the grant award be refunded if the system is removed.

CUSTOMER AGREEMENT

- The customer agreement serves as a crucial document that defines the direct relationship between the contractor and the customer. As a prerequisite for participating in the program, contractors must adhere to the terms and conditions stipulated in the participation agreement. **Contractors or builders are strictly prohibited from signing on behalf of the customer.** If an electronic signature is used, it must include a

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signature verification report. Approved electronic signature tools include DocuSign, CudaSign, EchoSign, Adobe, and Seamless Doc. The customer agreement may be in the form of a purchase agreement or a loan agreement. All customer agreements must be signed by both parties.

- Contractors are to comply with the [MEA Consumer Protection Policy for the Maryland Solar Access Program](#) (draft and final) as required by the 2024 Brighter Tomorrow Act (Chapter 595, 2024 Acts of Maryland).
- Provisions for Contractor Agreements should include, but are not limited to:
 - **Installation Schedule:** A realistic timeline for installation and interconnection that considers DoE Sustainable Energy's and the utility's review timelines.
 - **Applicable Incentives:** The customer agreement should clearly state the total anticipated DoE Sustainable Energy incentive and ensure that all eligible incentives and warranties pass to the customer. Agreement should clarify who will receive credit for the Renewable Energy Certificates/Credits (RECs) that the system will generate.
 - **Annual energy output:** Should include output in kilowatt-hours and summarize the results of the system loss analysis.
 - **List of subcontractors:** If applicable, the contract should identify exactly who will be doing each part of the job, and who is responsible for warranties related to work performed by subcontractors.
 - **Exact equipment to be installed:** Solar panels, inverter, manufacturer, model numbers etc.
 - **Itemized budget:** Should include a detailed breakdown of equipment costs and other expenses such as installation labor and applicable permits etc.
 - **Explanation and Estimate of Additional Costs:** Detailed information on additional costs incurred by the customer for system development, installation, operations and maintenance, commissioning, and a payment schedule if applicable.
 - **Assignment of Responsibilities:** Clear assignment of responsibilities for obtaining permits, scheduling inspections, and meeting other regulatory requirements.
 - **Maintenance:** Agreement should also include a long-term maintenance plan and designated responsible party, if any.
 - If the customer agreement pertains to purchasing the system, it should additionally specify:
 - **Total system costs and itemized breakdown:** such as module costs, inverter costs, balance of system (including wires, racking, etc.), labor and overhead (including permitting), any roof replacement or repair costs, service panel upgrades (if required), and any other significant project components.
 - **System warranty** (see the *Warranty Requirements* in the next section)
 - Third-Party Owned systems are ineligible, but if the customer agreement is a lease or power purchase agreement (PPA), it should include the following:
 - **Total agreement cost and applicable incentives:** PPA or lease should clearly state the length of the lease, total estimated lease payments over the term of the lease, and the total amount of any approved incentives, including the DoE Sustainable Energy incentive.
 - **Production warranty** (see the *Warranty Requirements* in the next section)
 - **Other terms:** Responsibilities for costs related to the movement and reinstallation

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of the system or parts, including the terms governing these actions, as well as any insurance coverage pertaining to the system.

- **Escalation rates or factors for a lease or PPA:** These should be clearly described in the agreement.

WARRANTY REQUIREMENTS

- A copy of all warranties must be provided to the homeowner and submitted as part of the final documents ([Step 5](#)). The contractor is responsible for furnishing the applicant and DoE SE with copies of the warranties. Contractors are to comply with all Warranty and Maintenance sections of the Maryland Energy Administration's (MEA) Consumer Protection Policy for the Maryland Solar Access Program (draft and final), as required by the 2024 Brighter Tomorrow Act (Chapter 595, 2024 Acts of Maryland).
- Provisions for warranties should also include, but are not limited to:
 - **Installation Warranty:** To protect the purchaser against defective workmanship, system, or component breakdown, or severe degradation, an installation workmanship warranty for systems should last for a minimum of 10 years. These warranties typically include coverage for any damage to the roof incurred during installation, if applicable. If system is third-party owned, it is encouraged that the warranty is transferable.
 - **Equipment Warranty:** Various components of the system, such as panels, inverters, and mounting equipment, may have different manufacturer warranty durations. Contractor is encouraged to recommend any changes necessary for an owner's property insurance policy as applicable. Equipment typically is installed with the minimum expected service life as follows: Inverters for 10 years, PV modules for 25 years.
- Recommended provisions (not required unless mentioned in MEA's Consumer Protection Policy) for warranties may include, but are not limited to:
 - **Warranty for Production:** This warranty may encompass all components of the generating system and, where applicable, protect against breakdown or degradation in electrical output. Panel performance will degrade over time, but solar panels should still be producing at least 80% of their original production by the end of the equipment warranty term. Most warranties expect the highest degradation (2-3%) within the first year because panels degrade at the highest rate when first exposed to solar radiation. After year one, manufacturers typically ensure that power output won't fall by more than 0.5 - 0.7% annually for the length of the warranty term. The contractor may commit to providing the customer with a production guarantee throughout the initial term of the agreement. This guarantee ensures compensation if the solar system produces less than the guaranteed output specified in the contract, lease or PPA agreement. It is encouraged that customers are not liable for any labor, repair, or replacement costs of defective components or systems throughout this initial term. If the customer sells the property housing the solar facility, the production guarantee should remain fully transferable to the new owner or lessee, adhering to the contract, lease or PPA agreement terms.

QUALITY ASSURANCE

Quality assurance (QA) management plans should encompass all aspects of the company's customer service policy and other quality assurance practices. Installations should be of industry standard with professional

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and skillful quality. Continuous failure to comply to quality or safety standards may result in probation, suspension or even termination from the grant program. Contractor, upon request of the county, and at no additional cost to the customer, should make reasonable repairs or corrections to work. Work that the contractor has performed must be brought up to program standards and repaired within a timely manner. QA Plan might be exempt if covered in contract. Key components of a Quality Management Plan should include:

- **Roles, Responsibilities, and Quality Management Workflow:** Clearly defined roles and responsibilities related to quality management, including how issues identified during inspections are addressed. Workflow outlining the internal quality assurance process and who is responsible for overseeing it.
- **Defined Approved Equipment List:** Establishment of criteria and procedures for maintaining an Approved Equipment List, as per specified requirements.
- **Defined Inspection Protocol/Inspector Qualification:** Clear guidelines for inspection protocols, including qualifications required for inspectors. Reporting process for QA inspection photos and data.
- **Defined Design Requirements or Best Practices:** Specifications for design requirements or best practices to ensure quality in system design and installation.
- **Safety Policies:** Policies and procedures related to safety during installation, operation, and maintenance of the system. This may only be exempt if included in a separate Health Safety plan.
- **O&M Plan Requirements:** Requirements for an Operations and Maintenance (O&M) Plan, detailing procedures for ongoing system upkeep to maintain performance and longevity.
- **Standardized Equipment Recall Protocol:** Protocol for handling equipment recalls, ensuring prompt and effective response to identified issues with installed equipment.

Additionally, the contractor is responsible for developing and maintaining a health and safety program and manual that establishes appropriate regulations and procedures for workplace safety. This includes rules on reporting health and safety issues, injuries, and unsafe conditions, conducting risk assessments, and providing first aid and emergency response. MEA does not resolve issues directly between providers and their customers.

DISPUTE RESOLUTION

Contractors must provide a 24-hour contact for customers to report complaints or issues regarding the system. DoE does not formally resolve issues directly between providers and their customers. DoE may take escalated complaints received into account in determining a provider's status as a grant recipient. DoE does not officially investigate, and DoE expressly disclaims any duty to investigate any company, product, service, process, procedure, design, or other matter regarding the installation of clean energy technology by the installers presented. The entire risk of use of any installer, equipment vendor, company, product, service, process, procedure, or design is assumed by the residential applicant. Each consumer with a dispute with their provider that is not being resolved in a timely or effective manner is encouraged to contact the Maryland Attorney General's Office, Consumer Protection Division. Recommended steps for handling disputes are below.

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PART I: Addressing Solar Contractor Disputes (Non-Emergency)

<i>Step</i>	<i>Action</i>	<i>Description & Rationale</i>
1. Organize Documentation	Gather All Paperwork	Collect your contract, proposal, warranty details, local permits, utility paperwork, and a detailed timeline of events. Document all correspondence (emails, texts) and take photos of the issue.
2. Attempt Direct Resolution	Formal Communication	<p>Contact the installer with a clear, written statement of the problem and your desired resolution. Reference specific clauses in your contract. If the issue is a performance guarantee, provide proof (e.g., utility bills).</p> <p>If you are having trouble reaching the contractor, notify Prince George's County, Department of the Environment (DOE), Solar Energy Grant staff of any complaints or disputes:</p> <p style="text-align: center;"><i>Prince George's County Government</i> <i>Department of the Environment</i> <i>Climate and Energy Division</i> 1801 McCormick Drive, Suite 500, Largo, MD 20774 Email: CleanE@co.pg.md.us Phone: 301-883-5810</p> <p>Keep in mind, DOE does not officially investigate, and expressly disclaims any duty to investigate any company, product, service, process procedure, design, or other matter regarding the installation of the clean energy technology by the installers presented. Severity of complaint may affect a provider's status as a participating contractor in our program.</p> <p>DOE staff can assist with notifying the contractor of the complaint, but the DOE is not responsible for enforcing a resolution to the dispute.</p>
3. Leverage Community Support	Connect with Local Groups	If direct contact fails, reach out to local solar advocates for unbiased and expert guidance on your situation. <i>Please note Prince George's County does not officially represent or endorse all these resources. Please reference at your own discretion:</i>

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		<ul style="list-style-type: none"> • Solar Help Desk Solar United Neighbors <ul style="list-style-type: none"> ○ Phone: 202-888-3601 ○ Email: mdteam@solarunitedneighbors.org • Dispute Resolution Service EnergySage <ul style="list-style-type: none"> ○ Email: solarteam@energysage.com
4. Initiate Third-Party Complaints	File Formal Grievances	<p>If leveraging community support fails, escalate the dispute to external agencies to put pressure on the installer:</p>
		<p>Reference resources for resolving and filing a complaint:</p> <ul style="list-style-type: none"> • Maryland Attorney General's Office The Consumer Protection Division helps Maryland consumers resolve disputes with businesses through mediation. They can assist if you're a Maryland consumer with a business dispute. To file a complaint, you have two options: Option 1: File Online (Recommended) Option 2: File by Mail, Fax, or Email <i>Consumer Protection Division</i> <i>200 St. Paul Place, 16th Fl.,</i> <i>Baltimore, MD 21202</i> General Consumer Complaints: 410-528-8662 Toll-free: 1-888-743-0023, TDD: 410-576-6372 En español: 410-230-1712, 9am to 3pm Monday-Friday www.marylandattorneygeneral.gov/Pages/CPD • Office of People's Council To file a complaint your utility company, you can file a complaint with the Public Service Commission (PSC) and their Consumer Affairs Division. There are four options: 1. File a complaint online at: https://mdpsc.my.site.com/complaints 2. Download a PSC/CAD complaint form and mail it with any supporting documents. <i>Maryland Public Service Commission Consumer Affairs Division 6 St. Paul Street, 15th Floor</i> <i>Baltimore, MD 21202</i>

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Step	Action	Description & Rationale
		<p>3. If you do not have a computer or access to one, call PSC/CAD at (410)767-8000 or 1-800-492-0474 and ask them to mail you a complaint form. Inform the PSC/CAD representative if you have a shut-off notice or are off-service and ask them to take a complaint by phone. A form will be mailed to you to fill out and return.</p> <p>4. You can fax a written complaint with any supporting documents to 410-333-6844.</p> <p>Other Resources:</p> <ul style="list-style-type: none"> ○ Resolving Disputes with Contractors The Maryland People's Law Library ○ Better Business Bureau of Greater Maryland ○ Consumer Solar Awareness U.S. Department of the Treasury
	b. Licensing Board	<p>File a complaint with your state or local Contractor Licensing Agency regarding poor workmanship or non-compliance with building codes.</p> <ul style="list-style-type: none"> • Maryland Home Improvement Mediation MHIC • File a Maryland Home Improvement Complaint MHIC <ul style="list-style-type: none"> ○ Phone: 410-230-6231 ○ Email: DLOPLMHIC-LABOR@maryland.gov
	c. Financial Institutions	<p>If you haven't received the service promised, file a claim with your lender or credit card issuer to dispute the payment.</p>
	d. SEIA Grievance	<p>If the company is a member, file a grievance with the Solar Energy Industries Association (SEIA), which helps create a public paper trail: Complaint Resolution SEIA</p>
5. Consult Government Offices	Check for Compliance	<p>Contact your local building, zoning, or permitting office. They can verify if the installer's work passed inspection and meets all local code requirements. If not, they can take follow-up action.</p> <ul style="list-style-type: none"> • Department of Permitting, Inspections, & Enforcement (DPIE) Prince George's County

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Step	Action	Description & Rationale
		<ul style="list-style-type: none"> ○ Phone: Call PGC311 at 3-1-1 (for complaints) ○ Phone: 301-636-2000 (to reach DPIE) • Prince George's County Planning Department MNCPPC <ul style="list-style-type: none"> ○ Phone: 240-545-8976 ○ Email: PPD-InfoCounter@ppd.mncppc.org
6. Seek Legal Counsel	Review Your Options	If the dispute remains unresolved, consult an attorney specializing in consumer or construction law to determine if litigation or arbitration is the appropriate next step.

PART II: Addressing Solar System Electrical Emergencies

Emergencies include situations like electrical arcing, fire, or severe physical damage.
Your priority is safety; do not attempt to fix or touch a damaged system.

Step	Action	Description & Rationale
1. Prioritize Safety	Evacuate and Call 911	Immediately move to a safe distance (30+ feet) and call 911. Crucially, tell the operator that you have a live solar PV system as panels generate electricity when exposed to light, posing a risk to first responders.
2. Initiate System Shutdown	Turn Off Disconnects	If it is safe and accessible (switches are dry and undamaged), turn off the AC Disconnect (breaker marked "Solar PV" or main switch near the meter) and the DC Isolator (near the inverter). Only attempt this if there is absolutely no risk to you.
3. Notify Contractors and Utilities	Report the Emergency	Contact your solar installer for guidance. If the issue involves the main power line or meter, also notify your utility company.
4. Document and Claim	Contact Insurance	Once the area is secured and declared safe by emergency personnel, document the damage with detailed photos for your homeowner's insurance claim.

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Step	Action	Description & Rationale
5. Arrange for Certified Repair	System Inspection	Do not attempt to restart the system. Only hire a licensed, certified solar professional to inspect, repair, and safely re-energize the system, ensuring all work meets code.

PART III: Addressing Roof Leaks with Solar Installed

If your solar-equipped roof in Maryland has a leak, **first contain the water damage** (if able), then **safely turn off the solar system** (if able) to prevent electrical hazards. Next, **document the damage** with photos for potential warranty or insurance claims. Crucially, **contact your original solar installer immediately** as they are often responsible for issues stemming from their work and can assess if the installation caused the leak. They may need to remove and reinstall panels (solar R&R) to properly address the roof issue.

Section	Action	Description & Rationale
1. Immediate Steps to Take	1. Safely Shut Off the Solar System	Disconnect the solar system to eliminate electrical hazards near the leak.
	2. Contain the Water	Place buckets or containers to catch dripping water and prevent its spread.
	3. Protect Belongings	Move furniture and electronics out of the affected area.
	4. Document the Damage	Take clear photos of any water stains, damage to ceilings, or other internal and external damage for insurance claims and warranty issues.
2. Contacting Professionals	Contact the Solar Installer	Inform the company that installed the solar panels, especially if the system is under warranty.
	Call a Roofer	Contact a professional, licensed, and insured roofing contractor or solar installer to assess the damage and repair the leak.

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<i>Section</i>	<i>Action</i>	<i>Description & Rationale</i>
	Contact Homeowner's Insurance	File a complaint with the homeowner's insurance company, as they may cover repair costs.
3. What Not to Do	Do Not Attempt DIY Repairs	Do not try to fix the leak yourself, especially if the damage is extensive or you are unsure of the cause, as this can make the problem worse or void a warranty.
	Do Not Climb on the Roof	Never climb on a wet or compromised roof, as it is dangerous.
4. Important Considerations	Warranty Check	The solar installer's workmanship warranty or the manufacturer's equipment warranty may cover damage to the roof caused by their installation.
	Professional Assessment	A professional will be able to correctly identify the source of the leak and determine if the solar panel installation or pre-existing roof issues are to blame.
	Emergency vs. Gradual Leaks	A roof leak is often an emergency, as even a small, gradual leak can lead to significant water damage and mold growth.

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INDEMNIFICATION/NOTICES

1. Grant awardee should hold the County harmless from any and all claims, demands, and actions based upon or arising out of any purchases of goods or services performed by grant awardee or by grant awardee's agents.
2. Grant awardee agrees to assume all risks of loss and to indemnify and hold the County and its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, damages, suits, costs, fees, and expenses, incidents thereto, for injuries or death to persons and for loss of, damage to, or destruction of property because of grant awardee's negligence, intentional acts, or omissions. In the event of any demand or claim, the County may elect to defend any such demand or claim and will be entitled to be paid by grant awardee for all damages and legal fees.
3. Grant awardee agrees to comply with all applicable local, state, and federal electrical, plumbing, building, fire, and safety codes and regulations, including but not limited to obtaining plumbing, electrical, and building permits, observing zoning requirements, and consulting with neighbors or adjacent property owners as needed, as well as local, state, or federal safety and regulatory officials.
4. Grant awardee certifies that he or she, at all times, will be truthful in his or her representations, that no documentation of work or expenses will be altered, manufactured, or falsely represented, and that no incentive will be claimed in a manner or fashion that does not comply with grant award requirements.
5. Grant awardee assumes full risk and responsibility for all purchases of goods or services and agrees that Grant awardee is solely responsible for decisions to make purchases that might be eligible for an incentive.

PAYMENT

1. Grant awardee affirms that he or she understands and agrees to comply with equipment as well as all other eligibility standards and requirements.
2. The County operates on a first-come, first-served basis and incentive requests are dependent on funding availability.
3. Incentives are provided only after a full application and the signed Terms and Conditions from grant awardee have been approved by the County.
4. The incentive maximums per installation apply to a single, unique, and verifiable physical address. Grant awardee further certifies that he or she has not applied and will not apply for an incentive or incentives that would exceed the limits per installation by using multiple real or fictitious addresses, multiple real or fictitious grant awardee names, or by any other means or process.
5. It is the intent of the County to pay incentives after the agency has received the grant awardee's completed application and signed Terms and Conditions and approved his or her documentation.

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However, no guarantees of timing on incentive payments can or will be made.

6. Final payment may be subject to a satisfactory site visit and customer verification of the completion of work.

HOLISTIC TIMELINE FOR PROJECT COMPLETION

1. Upon receiving the completed prequalification requirements and after successfully reviewing required documents, the County staff will send a notice of prequalification that reserves funds for the project **within about 30 business days**. Upon receiving all the requirements and after successful review of the full application, a notification of grant award will be proffered to the applicant. The 30 days reset if an error is found in the application package.
2. Grant awardees will have two weeks to accept the grant award after receiving a notice of prequalification.
3. Installation should be completed **within 4 (four) months** of receiving prequalification approval notification. A complete installation is evidenced by the utility's *Authorization to Operate* letter. The County is not required to award an extension.
4. Final approval of application and satisfactory site visit will occur **within about 15 business days of receipt of final invoice**. Final payment is subject to a satisfactory site visit and grant awardee verification of the completion of work.
5. Upon submitting request for payment, the Office of Finance will approve invoices **within about 30 to 60 business days**.

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EECBG Solarize Passthrough Grant Requirements & Special Terms and Conditions

This section is for applications with households outside an ERC zone, or inside an ERC zone but outside of Pepco's service area. Contact us if you have any questions. This requirement is due to two separate funding sources.

Federal Grant Participation Requirements

This grant award is associated with a grant from US Department of Energy. The EECBG Program is federally-funded from the U.S. DOE State Energy Program. Participation in the Program requires compliance with certain federal requirements. Each grantee that is awarded a grant by this Program will be required to comply with these requirements, which will be incorporated into and made part of the grant agreement. Information about these federal requirements is available on the [MEA EECBG](#) website. The contractor is responsible for submitting weekly payroll in compliance with the Davis Bacon Act. The contractor is responsible for adhering to the Federal Period of Performance which required work to be complete no later than April 30, 2026. The contractor is responsible for maintaining adequate accounting records for a period of three years following department's administrative close out of the project and make them available to Department for inspection and audit when requested. Maintenance of all records relating to the grant until the grant has been audited or three years from the completion of the project, whichever is earlier; and an understanding that US DOE may audit any records in conjunction with a project at any time, in person, or request that a copy of the records be forwarded to US DOE for verification. The work performed pursuant shall be under the general direction of the Contractor, but subject to inspection by the County's authorized representative who may require the Contractor to correct defective workmanship without cost to the County. Please review the [ALRD](#) for more details.

Hold Harmless Clause

It is agreed that the Contractor shall be responsible for any loss, personal injury, deaths, and/or damages that may have occurred or suffered by any persons solely by reasons of the Contractor's negligence or failure to perform any of the obligations that this Contract obligates them to perform and the Contractor hereby agrees to indemnify and hold the County harmless from any loss, cost damages, and other expenses suffered or incurred by the County by reason of the Contractor's negligence or failure to perform any of the said obligations. The Contractor shall take proper safety and health precautions to protect their work, their employees, the public, and the property of others from any damages or injury resulting solely from the performance of their work.

Davis Bacon Prevailing Wage Requirements

Contractors need to submit weekly certified reports to CED via a free software called [LCP Tracker](#) within seven days after each pay date. These reports must document employee names, classifications, hourly rates, daily and weekly hours worked, deductions, and actual wages paid accurately. Each payroll submission needs a signed Statement of Compliance. Contractors must keep complete records for three years after the project ends. Failure to complete and submit the required weekly Davis Bacon Certification on LCP Tracker, the award will be rejected for non-responsiveness.

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- [BIL DBRA Fact Sheet](#): Provides additional details pm DBRA.
- [MD Prevailing Wages Resources](#): Provides additional resources to ensure prevailing wage paid on public works projects.
- [MD Prevailing Wages Requirements](#): Outlines the state level requirements for certified payroll.
- [MD Prevailing Regulations](#): State level regulations focused on prevailing wages.
- [Department of Labor: Davis Bacon Compliance Principles](#): Provides guidelines for determining prevailing wage rates, ensuring contractors and subcontractors adhere to these rates on federally funded or assisted construction projects. The resource is designed to help with the administration and enforcement of these laws.
- [LCPtracker User Manual](#): This software is provided at no cost to BIL funding recipients and assists with compliance with prevailing wage requirements by flagging errors and discrepancies. It also allows contractors to electronically sign payroll reports using eSignature technology.

Davis Bacon and Related Acts: Quick Facts for Compliance

Davis Bacon Overview

Projects funded entirely or partially by the Infrastructure Investment and Jobs Act (IIJA) that involve construction, alteration, or repair must adhere to [Davis-Bacon and Related Acts \(DBRA\)](#) standards.¹⁰ DBRA ensures that federally funded projects prioritize workers and protect communities by maintaining local wage and labor standards. DBRA mandates that contractors and subcontractors on federally funded or assisted construction projects pay their laborers and mechanics no less than the locally prevailing wages and fringe benefits for similar work in the area. Additionally, compliance is monitored through two regular tracking components: weekly payroll tracking and semiannual reporting.

Understanding Key Requirements

DBRA mandates that contractors and subcontractors pay laborers and mechanics employed on federally funded or assisted construction projects at least the locally prevailing wages (including fringe benefits) for similar work in the area. Entities must be compliant with federal and states prevailing wage laws.

1. Wage determination

The Maryland Department of Labor determines the [prevailing wage rates](#). These rates are based on the wages paid to the majority of workers in a particular trade and locality. For federally funded projects, contractors must pay the higher of the state or federal prevailing wage rate.

- Prevailing Wages: Contractors and subcontractors must pay laborers and mechanics no less than the locally prevailing wages and fringe benefits for similar work in the area.
- Accessing Wage Determinations: Obtain the correct wage determinations from the [System for Award Management \(SAM\) website](#).
- o Additional resources: [Department of Labor Prevailing Wages Determination](#)

¹⁰ [PUBL058.PS](#).

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2. Contract Clauses

- Inclusion of DBRA Clauses: All contracts and subcontracts must include the required DBRA labor standards clauses. Standard language for prevailing wages can be found in [29 CRF 5.5](#).

3. Payroll and Wage Compliance

- Certified Payrolls: Contractors and subcontractors are required to submit weekly certified payroll records to the contracting agency. These records must include detailed information about the wages paid to each worker and must be signed to certify their accuracy and Statement of Compliance.
- Payment Frequency: DBRA requires that workers are paid weekly on DBRA-covered projects; there is no compliance alternative to weekly payments, nor can workers waive their rights to be paid weekly.
- Prevailing Wages: Ensure that all laborers and mechanics are paid at least the locally prevailing wages and fringe benefits for similar work in the area.

4. Monitoring and Reporting

- Semiannual Reporting: All Federal agencies administering programs subject to DBRA wage provisions are required to submit to the U.S. Department of Labor a semiannual compliance and enforcement report. For the U.S. Department of Energy (DOE) to comply with this reporting requirement, it must collect information from Bipartisan Infrastructure Law award recipients as well as loan and loan guarantee borrowers, DOE direct recipients, and other prime recipients that administer DOE programs subject to DBRA requirements. The semi-annual reports are due to DOE by April 21 and October 21 each year.

5. Recordkeeping

- Maintain Records: Keep detailed records of payrolls, wage determinations, and compliance documentation for at least three years after project completion.
- Timecards and Payroll Records: Ensure accurate recordkeeping of timecards and payroll records.

6. When DBRA is not applicable

Energy Efficiency and Conservation Block Grant (EECBG) Program Notice 09-002D¹¹ states that individual homeowners receiving loans supported by a financing program are not required to comply with DBRA. Unless repurposed to another EECBG activity, loan loss reserves (LLR), and third-party loan insurance are not subject to DBRA, because the funds are not being loaned or used for construction or installation work. If the LLR is used only for the purpose of providing a fund for the third-party lender in the event of default by the borrower, DBRA is not applicable to the LLR fund.

DBRA Compliance

1. Wage Requirements and Determinations:

- Identify the correct prevailing wage rate based on the type of work and location for both DOE and the State of Maryland.
- Ensure the business organization performing construction work has a valid construction license from the appropriate Clerk of Circuit Court in the county where work will be performed.
- Include DBRA Clauses: Ensure that all contracts and subcontracts include the required DBRA labor

¹¹ [EECBG Program Notice 09-002D](#).

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standards clauses.

- Post Wage Determinations: Display the applicable DBRA wage determination and DBRA [poster](#) at the work site in a prominent and accessible location.

2. Payroll

The information below outlines the possible options for DBRA Weekly Pay Compliance for DOE. Workers must be able to access their full wage compensation free and clear at a rate not less than the required prevailing wage on the weekly pay date. DOE does not require but encourages recipient to train contractors on the DBRA requirements to ensure compliance.

- **Modify Payroll Frequency:** Adjust the payroll frequency within existing systems to ensure weekly payments for DBRA-covered work.
- **Use Supplemental Systems:** Use third-party weekly payroll service providers to handle direct deposits, paper checks, or other wage payment methods.
- **Issue Cash Advances:** Maintain non-weekly payroll systems but provide cash advances in alternate weeks equal to the prevailing wages due for DBRA work.
- **Issue Draw Checks:** Maintain non-weekly payroll systems and issue draw checks in alternate weeks, which are deducted from the regular payroll.

[DBRA compliance for Fringe benefits](#) is an essential part of the prevailing wage that must be paid to laborers and mechanics on federally funded or assisted construction projects. Fringe benefits are additional compensation provided to workers beyond their basic hourly wage. These benefits can include: health insurance, life insurance, pension plans, vacation pay, holiday pay, sick leave, and other bona fide benefits.

Contractors have two main options to comply with the DBRA 's fringe benefit requirements:

- **Cash Wages:** Pay the entire prevailing wage, including the fringe benefit portion, as cash wages.
- **Combination of Cash and Benefits:** Provide a combination of cash wages and contributions to bona fide fringe benefit plans.

DOE requires award recipients to submit weekly, certified payrolls to DOE, and the State of Maryland also requires similar [submission](#) for a public works project to LOI. This ensures that employers are in compliance with the law by paying applicable workers the required prevailing wage and benefits on a weekly basis.

DOE has developed a free weekly payroll tracking software called [LCPtracker](#) to ensure compliance with DBRA. LCPtracker's validation system checks payrolls for federal Davis-Bacon prevailing wage requirements by flagging mathematical errors or omission discrepancies for the recipient to review on a report (re: factors like base hourly rate, total hourly rate, double time, apprentice approval, and fringe benefit contributions). LCPtracker can provide the following:

- **Weekly Certified Payrolls:** Award recipients must submit weekly, certified payrolls to DOE to comply with DBRA.
- **LCPtracker Software:** DOE uses LCPtracker, a third-party software, to facilitate payroll tracking and submission. This software is free for all IIJA award recipients.
- **Payroll System Integration:** LCPtracker partners with more than 20 payroll systems, including ADP and

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Paychex. For non-preferred systems, a free spreadsheet template is provided for data upload.

- **Validation and Compliance:** LCPtracker's validation system checks payrolls for compliance with federal Davis-Bacon prevailing wage requirements, flagging errors for review.
- **Account Setup and Training:** Detailed steps are provided for setting up accounts in LCPtracker, including virtual ID verification and training for users.
- **Exemptions and Support:** Recipients may be exempt from using LCPtracker under certain conditions. Support and training resources are available for users.

3. Reporting and Monitoring

[Semiannual Davis-Bacon Reporting](#), must include information on compliance and enforcement of DBRA requirements. This typically involves details about the wages paid, hours worked, and any issues or violations encountered during the reporting period. Recipients must maintain accurate records of all payrolls and fringe benefits paid to workers. Recipients must submit a semiannual report to DOE every six months (April 21 and October 21).

- **iBenefits System:** For those with access, the report can be submitted through the [iBenefits system](#).
- **Email Submission:** If a recipient does not have access to an online system, they can complete the Semi-Annual Enforcement Report form and email it to DBRAenforcementreports@hq.doe.gov by the semiannual deadline.

Typical Compliance Issues

Compliance issues that frequently arise on DBRA projects include:

- Misclassification of laborers and mechanics
- Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours)
- Incomplete or inaccurate recordkeeping, such as not counting all hours worked or not recording hours worked in each classification by an individual who worked in two or more classifications during a day
- Failure to maintain a copy of the bona fide apprenticeship program and individual registration documents for apprentices
- Failure to submit certified payrolls weekly
- Failure to post the Davis- Bacon poster and applicable wage determination at the work site

Resources

- [BIL DBRA Fact Sheet](#): Provides additional details pm DBRA.
- [MD Prevailing Wages Resources](#): Provides additional resources to ensure prevailing wage paid on public works projects.
- [MD Prevailing Wages Requirements](#): Outlines the state level requirements for certified payroll.
- [MD Prevailing Regulations](#): State level regulations focused on prevailing wages.
- [Department of Labor: Davis Bacon Compliance Principles](#): Provides guidelines for determining prevailing wage rates, ensuring contractors and subcontractors adhere to these rates on federally funded or assisted construction projects. The resource is designed to help with the administration and enforcement of these laws.
- [LCPtracker User Manual](#): This software is provided at no cost to BIL funding recipients and assists with compliance with prevailing wage requirements by flagging errors and discrepancies. It also allows

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contractors to electronically sign payroll reports using eSignature technology.

Example Process

This information illustrates a standard process for DBRA compliance through handling payrolls, including receiving, reviewing, summarizing findings, reviewing corrections, and clearing payrolls.

1. Subcontractor Responsibilities

- **Weekly Certified Payrolls:** Subcontractors must submit weekly certified payrolls to the Prime Contractor.
- **Correct Deficiencies:** If any deficiencies are identified by the Prime Contractor or Labor Standards Officer (LSO), the subcontractor must correct them promptly.

2. Prime Contractor Responsibilities

- **Review Payrolls:** The Prime Contractor reviews the subcontractor payrolls for completeness and accuracy.
- **Submit to LSO:** After reviewing, the Prime Contractor submits the payrolls to the LSO.
- **Ensure Corrections:** The Prime Contractor ensures that any deficiencies identified by the LSO are corrected by the subcontractors.

3. LSO Responsibilities

- **Review for Compliance:** The LSO reviews payroll submissions to ensure they comply with DBRA requirements.
- **Identify Deficiencies:** If deficiencies are found, the LSO notifies the Prime Contractor.
- **Conduct Interviews:** The LSO may conduct interviews with workers to verify compliance.

4. Program Staff Responsibilities

- **Support LSO:** Program staff support the LSO in reviewing payroll submissions.
- **Track Submission Dates:** They track the submission dates to ensure timely reviews.
- **Manage Documentation:** Program staff manage all documentation related to DBRA compliance.

General Supporting Tasks may include:

- **Assign Reviews:** Allocate specific reviews to appropriate personnel.
- **Track Due Dates:** Monitor due dates for payroll submissions and reviews.
- **Track Outreach:** Keep records of outreach efforts to subcontractors and workers.
- **Manage Documentation:** Ensure all documentation is organized and accessible for compliance verification.

Special Terms and Conditions

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

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

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

The following are incorporated into this Award by reference:

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

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

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

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

Term 2. Flow Down Requirement

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

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

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

Term 4. Inconsistency with Federal Law

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

Term 5. Federal Stewardship

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

Term 6. NEPA Requirements

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

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

Condition(s):

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

2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.

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

4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.

5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.

6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at <https://www.energy.gov/node/812599>.

7. Recipients are responsible for reviewing the online NEPA and Historic preservation training

at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.

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

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

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

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

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

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

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

Term 8. Reporting Requirements

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

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on

the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

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

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000209."
- *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, subpart C:
 - 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 - 2. A foreign public entity.
 - 3. A domestic or foreign nonprofit organization.
 - 4. A domestic or foreign for-profit organization.
 - 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 - 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 - 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
 - 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
 - 1. Receives a subaward from the Recipient under this Award; and
 - 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 33. Nondisclosure and Confidentiality Agreements Assurances

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

Term 34. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be

Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

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

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.¹
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the 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,

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

board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 36. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, 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/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

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

Term 39. Organizational Conflict of Interest

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

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary

organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

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

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

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

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

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

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

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

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

Term 41. Human Subjects Research

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

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

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

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

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

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

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

Term 42. Fraud, Waste and Abuse

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

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

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

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

Term 43. Reporting, Tracking and Segregation of Incurred Costs

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

Term 44. Davis-Bacon Requirements

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

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

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

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

employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

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

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

Davis Bacon Act Electronic Certified Payroll Submission Waiver

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

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

Term 45. Buy American Requirement for Infrastructure Projects

A. Definitions

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

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel;

or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

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

(A) all iron and steel used in the project are produced in the United States;

(B) the manufactured products used in the project are produced in the United States; or

(C) the construction materials used in the project are produced in the United States.

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

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

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

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

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

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

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

B. Buy America Requirement

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

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

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to

equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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

C. Certification of Compliance

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

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

D. Waivers

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

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

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

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost

analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and

- Anticipated impact to the project if no waiver is issued.

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

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

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

Term 46. Affirmative Action and Pay Transparency Requirements

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

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

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

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

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide² 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 See OFCCP's Technical Assistance Guide at: <https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8c6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rtc.jsp>

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

Term 49. Foreign Collaboration Considerations

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

**Prince George's County Maryland
Department of the Environment
(DoE) Climate and Energy Division
Sustainable Energy
Clean Energy Program
Solar Energy Grant – Application**

FILLABLE APPLICATION

1. PARTICIPANT CERTIFICATION

I hereby certify that I have read, understood, and agree to abide by the County's Award Agreement and Terms and Conditions. I understand that failure to abide by this agreement, and terms and conditions may lead to withholding or suspending, in whole or in part, funds provided under this grant award, or recovering unspent or misspent funds through the placement of a lien on my real and/or personal property to secure repayment.

By signing this application (page 2.28), the applicant certifies under penalty of perjury that the information provided in the application and all its attachments is complete, accurate, and true. **Note: All signatures must be handwritten or digitally/electronically signed. A typed name will not be accepted.**

1A. AUTHORIZED APPLICANT

This section should only be completed if the contractor/vendor completed the application. This section contractor signatory below further certifies that the contractor/vendor is authorized to submit this application on behalf of the property, and, to agree to the terms and conditions.

Authorized Applicant (Resident):	
Contractor/Vendor/Organization Name:	
Contractor Staff Name:	
Contractor Staff Position Title:	
Date:	
Authorized Signature - Contractor/Vendor Signature:	
<i>* To be signed by contractor only if they completed the application on behalf of homeowner.</i>	

1B. PAYMENT INFORMATION

PAYMENT INFORMATION
<p><i>If the contractor or vendor completing the work or another Third-Party will be receiving the incentive directly, the customer must authorize payment by signing below.</i></p> <p>Payment to: <input type="checkbox"/> Contractor/Vendor <input type="checkbox"/> Other Third-Party Agent</p>
Signature: _____
Contractor or Third-Party Name: _____
Date: _____

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Sustainable Energy
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2. CONSUMER DISCLOSURE SECTION

Contractors are to comply with this grant's instructions, terms and conditions, along with Maryland Energy Administration's (MEA) Consumer Protection Policy for the Maryland Solar Access Program. This section of the application should help the contractor and resident understand the terms and costs of a proposed solar installation. A key consumer protection allows the resident to cancel the contract within 30 days of signing without any cost. The solar installer or vendor must review this section with the resident before finalizing and signing this grant agreement. This disclosure section should reflect what's in the contract and proposal documents submitted.

2A. PURCHASE INFORMATION AND COSTS

What method of financing will the resident use to pay for the system?	<input type="checkbox"/> Outright Cash Purchase <input type="checkbox"/> Loan <input type="checkbox"/> Other:
Service Utility Area (Pepco, BGE, Smeco etc.)	

2B. OUTRIGHT CASH PURCHASE OR WITH LOAN FINANCING

¹² Loan Term (25-Year Maximum) [yrs] <i>(For Financed Systems Only)</i>		Loan Interest Rate (as appears on the contract) [%] <i>(For Financed Systems Only)</i>	
First-Year Projected Total PV Generation [kWh/yr]			
¹³ Federal Tax Credit amount to the resident (if applicable)			
Maximum Offer: System Purchase Cost subject to MEA's Consumer Protection policy [\$]			

¹² Note: Additional costs may be added to the overall solar purchase if financed through loans or other means. Your installer may not be aware of the terms of your financing agreement, which may include fees not listed. Carefully read and review any agreements and disclosures provided by the lender.

¹³ Enter \$0 if the customer has not indicated a willingness to file for the federal ITC. Also enter \$0 if the customer has indicated that they do not expect to have the tax liability to benefit from ITC) [\$]

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2C. SYSTEM INFORMATION

Estimated start date of system installation	
Estimated completion date of system installation	
Estimated days between contract signature and project completion	
Who is responsible for submitting the project interconnection agreement?	
System size (kWdc)	
System AC output (kWac)	
As a percentage, what is the projected utility <u>bill</u> savings after going solar? (cost saving)	
As a percentage, what is the projected <u>energy</u> savings after going solar? (energy saving)	
What software was used to create the solar assessment and proposal? (Aurora, PV Watts, etc.)	
Solar Module quantity, size and manufacturer:	
Inverter quantity, model, and manufacturer:	
Main Service Panel, Main Breaker Size:	
Main Panel upgrade needed (Y/N?):	
Estimated annual electricity production decrease due to natural aging of the system	
Estimated system lifetime	
¹⁵ Will the local utility credit the system for the excess energy the system generates?	<input type="checkbox"/> Yes <input type="checkbox"/> No

¹⁵ NOTE: It is important to understand that utility rates may go up or down, and actual savings may vary. Historical data are not necessarily representative of future results. You may contact your local utility or the Public Service Commission for further information regarding rates.

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2D. MAINTENANCE, WARRANTIES, AND GUARANTEES

What production (kWh) is guaranteed to the consumer?	
What is the yearly estimated output (kWh) inclusive of degradation rates?	
Where in the contract is information about the production guarantee?	
Where in the contract is information about the warranty?	
What is the length of the workmanship warranty? (Note: a minimum warranty period for workmanship must be 10 years)	
What is the length of the manufacturer's material warranty for Solar PV modules? (Note: a minimum manufacturer material warranty period for Solar PV modules must be 25 years)	
What is the length of the manufacturer's warranty for inverters? (Note: a minimum manufacturer material warranty period for inverters must be 10 years.)	
Are all warranties transferable?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did the installation contractor disclose roof inspections, repairs, and warranties?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did the installation contractor discuss the condition of the roof and the potential for removing and reinstalling the array if repair or replacement of the roof is needed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will the Solar Renewable Energy Credits (SREC) be assigned to a third party?	<input type="checkbox"/> Yes <input type="checkbox"/> No
What is the SREC estimated value?	
Any batteries or energy storage component to the system? Note: This grant does not fund storage components.	

Prince George's County Maryland
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Solar Energy Grant – Application

3. APPLICANT INFORMATION

A.T.N (For DoE Staff to fill)

Applicant name/Property Owner:					
Co-Applicant name (if on SDAT):					
Street Address:					
City:		Zip Code:		Estimated Roof Age (years):	
Daytime Phone:				Email:	
Do you own the property?	<input type="checkbox"/> Yes <input type="checkbox"/> No			Year Built:	
Is the property classified as historic?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure				

CONTRACTOR INFORMATION

Solar Installer Company Name:					
Contact Person:					
Company Address:					
Daytime Phone:				Email:	
Prince George's County Vendor Registration Number:					
MHIC License Number:					
Master Electrician License Number:					
County-Based Business Certification Number (if applicable, pg. 1.4):					

SUBCONTRACTOR INFORMATION (if applicable)

Solar Installer Subcontractor:					
Contact Person:					
Company Address:					
Daytime Phone:				Email:	
Prince George's County Vendor Registration Number:					
License Number (Master Electrician, MHIC, etc.)					

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4. DETAILED INCENTIVE INFORMATION

List OTHER grant and tax incentives applied to the project (MEA, ITC, etc.). Attach additional sheets if necessary.			
<u>Incentive Program</u>	<u>Issuing Organization</u>	<u>Purpose</u>	<u>Incentive Amount</u>

List the costs for which you are seeking a grant award; the list should be supported by the scope of work.

<u>PROJECT COST(S)</u>	<u>AMOUNT REQUESTED</u>
<u>ANCILLARY COSTS</u> (max 20% of amount requested as defined on page 1.3)	<u>AMOUNT REQUESTED</u>

Please note: DoE Sustainable Energy does not endorse, sponsor, or otherwise make any representation or warranty with respect to any contractor, or the work, materials, or services provided by any contractor.

5. APPLICANT AND CONTRACTOR INFORMATION AND SIGNATURES	
APPLICANT	CONTRACTOR
By signing this form, I agree to all the Terms and Conditions in this agreement	By signing this form, I agree to all the Terms and Conditions in this agreement
Customer Signature:	Contractor Signature:
Print Name:	Print Name:
Date:	Date:
Email:	Contractor's Name:

For questions about the grant application process and procedures, call our Office at 301-883-5810 or email CleanE@co.pg.md.us.

**Prince George's County Maryland
Department of the Environment
(DoE) Climate and Energy Division
Sustainable Energy
Clean Energy Program
Solar Energy Grant – Application**

Applications may be emailed, hand-delivered or mailed to:

Prince George's County, Department of the Environment, Sustainable
Energy 1801 McCormick Drive, Suite 500, Largo, MD 20774

Email: CleanE@co.pg.md.us

For more information, call: 301-883-5810 or visit [Clean Energy | Prince George's County](#)

Clean Energy Program - Solar Energy Grant

Prince George's County Maryland
Department of the Environment (DoE)
Climate and Energy Division
Sustainable Energy
Affidavit of Income

Any information you provide will be kept completely confidential. Please note the funding source for this grant requires we spend a certain portion of the funds with low and moderate income residents. Consequently, we are unable to determine compliance with this requirement without asking for income information.

Applicant's Name: _____

Full Address: _____

City, State, Zip: _____

Phone Number: (Primary) _____ (Secondary) _____ (Other) _____

Email Address: _____

I certify that there are [] persons living in the house and my/our annual gross income is \$_____.

I solemnly declare, under oath, and subject to the penalties of perjury, declare that the above information is true and correct to the best of my knowledge, information, and belief.

Signature of Affiant

Date

* Signature of Witness to the Affidavit

Date

Printed Name of Affiant

Date

* Printed Name of Witness to the Affidavit

Date

*The *Witness to the Affidavit* is a person witnessing the completion of this document, and need not be a notary public. For example, the contractor performing the energy retrofit service may sign as a witness.