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**SECTION A**  
**Assurances**

As a condition of receiving subsubsubgranted funds from the Governor's Office of Energy (GOE), the Subsubgrantee agrees to the following conditions:

1. This Notice of Subsubgrant Award shall be construed and interpreted according to the laws of the State of Nevada.
2. Subsubgrant funds may not be used for other than the awarded purpose. In the event Subsubgrantee expenditures do not comply with this condition, that portion not in compliance must be refunded to GOE.
3. To submit reimbursement requests only for expenditures approved in the spending plan. Any additional expenditures beyond what is allowable based on approved categorical budget amounts, without prior written approval by GOE, may result in denial of reimbursement.
4. Approval of this subsubgrant budget by GOE constitutes prior approval for the expenditure of funds for specified purposes included in the budget. Unless otherwise stated in the scope of work, the transfer of funds between budgeted categories over 25% of any budgeted category without written prior approval from GOE is not allowed under the terms of this subsubgrant. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.
5. Recipients of subsubgrants are required to maintain subsubgrant accounting records, identifiable by project number. Such records shall be maintained in accordance with the following:
  - a. Records may be destroyed not less than three years (unless otherwise stipulated) after the final financial and narrative reports have been submitted to GOE.
  - b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual subsubgrants.

Subsubgrant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this subsubgrant award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the subgrant activity.

6. Subgrantee agrees to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subgrant award. GOE reserves the right to disqualify any subgrantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
7. The Subgrantee is required to comply with applicable Federal, State, and Local laws and regulations for all work performed under this subgrant. The Subgrantee must ensure that all

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necessary Federal, State, and Local permits, authorizations, and approvals for all work performed under this subgrant are in place.

8. GOE subgrants are subject to inspection and audit by representatives of GOE, the Department of Administration, the Governor's Office of Finance Internal Audit Division and the Legislative Counsel Bureau Audit Division or other appropriate state or federal agencies to:
- a. Verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
  - b. Ascertain whether policies, plans and procedures are being followed;
  - c. Provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
  - d. Determine reliability of financial aspects of the conduct of the project.

In addition to the above assurances, the Subgrantee agrees:

- To request reimbursement according to the schedule specified below for the actual expenses incurred related to the scope of work during the subgrant period.
  - A request for reimbursement should be submitted on a monthly basis (not more frequently than monthly and no less frequently than quarterly), no later than the 10th of the month on the prescribed Financial Status and Progress Report (FSPR) form.
  - Reimbursement is based on actual expenditures incurred during the period being reported. Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the policy of the Board of Examiners to restrict contractors/subgrantees to the same rates and procedures allowed State employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).
  - Payment will not be processed without all reporting being current.
  - Reimbursement will not exceed the total subgrant award.
  - Additional expenditure detail will be provided upon request from GOE.
  - A final FSPR to GOE will be submitted within 60 days of the CLOSE OF THE SUBGRANT PERIOD. Any un-obligated funds shall be returned to GOE at that time, or if not already requested, shall be deducted from the final award.
- If this subgrant funds any form of written or visual materials that identifies GOE, the materials shall be sent to this office for review and comment prior to publication.
- Subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Notice of Subgrant Award without the prior written consent of GOE.
- To the extent authorized by law, Subgrantee agrees to indemnify and save and hold the State, its agents and employees harmless from any and all claims, causes of action or liability arising from the acts or omissions of the Subgrantee, or Subgrantee's agents or employees under this agreement.
- Subgrantee certifies that the subgrant funds will supplement, and not supplant, funds otherwise available for this project under state or federal law.

GOE agrees:

- To provide technical assistance, upon request from the Subgrantee;

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- GOE reserves the right to hold reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by GOE.

Both parties agree:

- Periodic site/monitoring visits may be performed during the project period. The site/monitoring visits are of both a programmatic and fiscal nature and may be performed either via desk audit or on-site. GOE staff will ensure that Subgrantee is notified prior to the site/monitoring visit.
- All reports of expenditures and requests for reimbursement processed by GOE are SUBJECT TO AUDIT.

This subgrant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the GOE, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

### **Special Terms and Conditions**

The relevant terms used in this document are defined as follows:

- Award: Federal subgrant awarded to GOE under the [United States Department of Energy \(DOE\) State Energy Program \(SEP\) or relevant federal award](#).
- Recipient: GOE.
- Subgrantee: The party or individual contracting with GOE under this award.
- Subrecipient or subcontractor: Any party or individual serving as a subrecipient or subcontractor to an award subgrantee

#### **Applicability**

In the event, federal funds are used for payment of all or part of this subgrant, the Subgrantee shall comply with all applicable laws including, but not limited to the following (incorporated by reference):

1. Applicable program regulations within [10 CFR Part 420 \(State Energy Program\)](#) which can be found at <https://www.ecfr.gov>
2. Applicable financial assistance regulations within 2 CFR Part 200, as amended by 2 CFR Part 910 which can be found at <https://www.ecfr.gov>
3. [National Policy Assurances](#) (incorporated within this document).

Additional terms and conditions as stated below

#### **A. Flow Down Requirement**

The Subgrantee agrees to apply the terms and conditions of this subgrant, as applicable, to all subrecipients and/or subcontractors as required by 2 CFR 200.101 and to require their strict compliance therewith. Further, Subgrantee must apply the subgrant terms as required by 2 CFR 200.326 to all subrecipients and/or subcontractors and to require their strict compliance therewith.

#### **B. Compliance with Federal, State, and Municipal Law**

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The Subgrantee is required to comply with applicable Federal, State, and Local laws and regulations for all work performed under this subgrant. The Subgrantee is required to obtain all necessary Federal, State, and Local permits, authorizations, and approvals for all work performed under this subgrant.

C. Federal Involvement

Periodically, the Federal Awarding Agency conducts site visits of GOE and may include subgrantees in the site visit. The Subgrantee may be required to provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

D. Audits

Any audit of Subgrantee's expenditures will be performed in accordance with Generally Accepted Government Auditing Standards to determine there is proper accounting for and use of subgrant funds. It is the policy of GOE, as well as a federal requirement as specified in the Office of Management and Budget (2 CFR § 200), that each subgrantee annually expending \$750,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular.

A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO:

Governor's Office of Energy  
Attn: Karen Long, Grants and Fiscal Manager  
karen.long@energy.nv.gov  
600 E. William Street, Suite 200  
Carson City, NV 89701

This copy of the final audit must be sent to GOE within nine (9) months of the close of the Subgrantee's fiscal year. To acknowledge this requirement, Section E of this notice of subgrant award must be completed.

E. National Environmental Policy Act (NEPA) Requirements

Subgrantee will work with GOE project staff to determine if the scope of work on this project falls within one of the bounded categories categorically excluded and requiring no further NEPA review, absent extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with "integral elements". In the event that GOE project staff determine that the project does not fall within the bounded categories and further NEPA review is required, GOE project staff will complete the NEPA environmental questionnaire and submit for review/approval.

Subgrantees are restricted from taking any action using federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to authorization from GOE project staff. Should the Subgrantee elect to undertake activities prior to authorization from GOE project staff, the Subgrantee does so at risk of not receiving reimbursement for the project.

F. Historic Preservation

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Prior to the expenditure of federal funds to alter any structure or site, the Subgrantee is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA). Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Subgrantee will work with GOE project staff on documentation for State Historic Preservation Office review and approval of the project. Should the Subgrantee elect to undertake activities prior to authorization from GOE project staff, the Subgrantee does so at risk of not receiving reimbursement for the project.

G. Notice Regarding the Purchase of American-made Equipment and Products

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

H. Equipment

Equipment must be used by the Subgrantee 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 subgrant. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by this subgrant 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 this subgrant is no longer needed, the Subgrantee must obtain disposition instructions from GOE. Disposition will be made as follows: (a) 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 GOE; (b) Subgrantee may retain title or sell the equipment after compensating GOE as described in 2 CFR 200.313(e)(2); or (c) transfer title to GOE 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.

I. Publications

Subgrantees are encouraged to publish or otherwise make publicly available the results of the work performed under this subgrant. The Subgrantee is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this subgrant, whether copyrighted or not:

- Acknowledgment: “This material is based upon work supported by the Nevada Governor’s Office of Energy, and the [Department of Energy, Office of Energy Efficiency and Renewable Energy \(EERE\), under Award Number DE-EE000084.](#)”
- 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

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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.”

J. Cost Matching

GOE project staff shall, when federal funding requires a specific match, maintenance of effort (MOE), "in-kind", or earmarking (set-aside) of funds for a specific purpose, have the means necessary to identify that the match, MOE, "in-kind", or earmarking (set-aside) has been accomplished at the end of the subgrant year. If the Subgrantee has been identified in the subgrant application to achieve part or all of the match, MOE, "in-kind", or earmarking (set-aside), then this shall be identified in the subgrant as a requirement and a deliverable, including a report of accomplishment at the end of each quarter to document that the match, MOE, "in-kind", or earmarking (set-aside) was achieved. These reports will be held on file in GOE office for audit purposes, and shall be furnished as documentation for match, MOE, "in-kind", or earmarking (set-aside) reporting on the Federal Financial Status Report 90 days after the end of the federal subgrant period.

K. National Policy Assurances

1. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of the Civil Rights Act of 1964, [Executive Order 11246](#), the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any relevant amendments to these regulations.
2. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990, [the Architectural Barriers Act of 1968](#), and any relevant amendments to these regulations.
3. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of the Clean Air Act, Clean Water Act, and Executive Order 11738, and any relevant amendments to these regulations.
4. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of the Clean Air Act, Clean Water Act, and Executive Order 11738, and any relevant amendments to these regulations.
5. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of Executive Order 13513 regarding text messaging while driving when performing work for or on behalf of the government, and Executive Order 13043 regarding seat belt use in the United States.
6. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of Title V, Public Law 100-690 regarding a drug free workplace.
7. Subgrantee will obtain and maintain a Dun & Bradstreet Number (DUNS) per 2 CFR Part 25 in order to obtain federal funding under this subgrant.
8. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of the Civil False Claims Act and the Criminal False Claims Act, Program Fraud and Civil Remedies and False Claims Act, and any relevant amendments to these regulations.
9. Subgrantee certifies, by signing this subgrant, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to 42 USC 1870 (a); Executive Order(s) 12549 and 12689, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.



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10. Subgrantee agrees whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this subgrant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
  - a. Any federal, state, county or local agency, legislature, commission, council, or board;
  - b. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
  - c. Any officer or employee of any federal, state, county or local agency, legislature, commission, council or board.
11. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of 15 USC 205 (a-k), and Executive Order 12770, and any relevant amendments to these regulations regarding the metric system.
12. Subgrantee is required to report and pass-through awards to 1<sup>st</sup> tier subrecipients of \$25,000 or more, and executive compensation reporting of the same, per Public Law 109-282 Transparency Act – FFATA.
13. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of the Trafficking Victims Protection act of 2000, and any relevant amendments to these regulations regarding trafficking in persons.
14. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of 41 USC 4712, and any relevant amendments to these regulations regarding whistleblower protection.
15. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of 5 USC 552a, 42 USC 290dd-2, and 42 USC 290ee-3, and any relevant amendments to these regulations regarding the Privacy Act and Confidentiality of Client Records.
16. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of 42 USC 4601, and 49 CFR 24, and any relevant amendments to these regulations regarding the Uniform Relocation Assistance and Real Property Acquisition Policies Act.
17. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of Public Law 108-447, and any relevant amendments to these regulations regarding Constitution Day.
18. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of 40 USC 4135, and any relevant amendments to these regulations regarding the Copeland Act.
19. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of 40 USC 3141, and any relevant amendments to these regulations regarding the Davis-Bacon Act.
20. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of 40 USC 7701, and any relevant amendments to these regulations regarding the Earthquake Hazards Reduction Act.
21. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of Executive Order 13559, and any relevant amendments to these regulations regarding Faith-Based and Other Neighborhood Organizations.
22. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of 15 USC 63, and any relevant amendments to these regulations regarding the Federal Technology Transfer Act.
23. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of 5 USC 552, and any relevant amendments to these regulations regarding the Freedom of

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Information Act.

24. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of Executive Order 13166, and any relevant amendments to these regulations regarding Limited English Proficiency.
25. Subgrantee and its subcontractors shall comply with all terms, conditions, and requirements of 25 USC 3001-3013, and any relevant amendments to these regulations regarding the Native American Graves Protection and Repatriation Act (NAGPRA).