Wildfire Resilience Investment Program

Request for Applications

September 2025

Idaho Governor's Office of Energy and Mineral Resources





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II. ACRONYMS

BLM	Bureau of Land Management
CFR	Code of Federal Regulations
CX	Categorical Exclusion
EA	Environmental Assessment
EIS	Environmental Impact Statement
ERGP	Energy Resiliency Grant Program
OEMR	Idaho Governor's Office of Energy and Mineral Resources
RFA	Request for Applications
USC	United States Code
USFS	United States Forest Service
WRIP	Wildfire Resilience Investment Program

III. DEFINITIONS

Addendum/Addenda	Written instruction issued by OEMR adding, deleting, or making
	material changes in provisions of the RFA or previously issued
	addenda.
Applicant	An eligible entity who in response to this RFA submits, or intends
	to submit, an Application.
Application	An Applicant's submitted documents in response to this RFA as
	outlined in Section VII "Application Instructions."
Subaward	OEMR's selection of awardees through WRIP
Conditional Award	The notice OEMR provides to an Applicant indicating that the
	Applicant was selected to proceed to DOE review.
Conditional Awardee	An Applicant who receives a Conditional Award.
Conditional Award	The time between a Conditional Award and a Conditional Awardee
Period	executing a Subaward Agreement.
Cost Match	The required portion of project costs not paid by federal funds that
	OEMR and Subrecipient must provide to participate in the
	Program.
Cost Share	The portion of project costs not paid by state funds that the
	Subrecipient voluntarily contributes. Cost Share may be required if
	the total project cost exceeds the amount covered by the subaward
	and the Cost Match. See Section VIII "Cost Information" for more
	details.
Subaward	The legal contract between OEMR and the Applicant outlining the
Agreement	terms and responsibilities in accordance with the Award and the
	Application.
Subrecipient	A successful Applicant with whom OEMR has executed a
	Subaward Agreement for the purposes of the Award.
Program	Refers to Wildfire Resilience Investment Program (WRIP)
State	Refers to the State of Idaho

IV. INTRODUCTION

The Idaho Governor's Office of Energy and Mineral Resources (OEMR) is pleased to announce the latest funding opportunity under OEMR's Energy Resiliency Grant Program – the Wildfire Resilience Investment Program (WRIP). WRIP funding is available as a subaward pursuant to funds appropriated to OEMR by the Legislature of the State of Idaho.¹

It is the policy of the State of Idaho to lead on reliable, affordable, sustainable, and innovative energy strategies that responsibly enhance Idaho's quality of life and economy. As detailed in the *Idaho Energy Security Plan* (SESP), part of minimizing the damaging effects of energy disruptions requires building system resilience against major risks. Additionally, Idaho Governor Brad Little's *Wildfire Report Recommendations* emphasized the need for continued funding for wildfire resiliency and mitigation. To these ends, WRIP facilitates investments in Idaho's electric grid to monitor, mitigate, and mobilize against disruptive wildfire risk and events. WRIP projects will use state funds to invest in long-term strategic projects that mitigate wildfire risk in Idaho, support utilities with high wildfire risk exposure and capital limitations, and rapidly deploy funding to Idaho's electric utilities. This RFA serves as OEMR's formal solicitation request for WRIP projects.

Figure 1: ERGP Timeline



Applications are due no later than October 10, 2025 at 11:59 PM MDT.

Applications must be emailed to Jett Hawk, at jett.hawk@oer.idaho.gov, with the subject line "Idaho WRIP Application – [Your Company Name]."

Please submit documents individually or within a compressed ("ZIP") folder.

OEMR will reject incomplete Applications in their entirety.

¹ OEMR opened Round 1 of ERGP in December 2023 using federal funds.

² Idaho Governor's Office of Energy and Mineral Resources. *Idaho Energy Security Plan*. 2024 Edition. https://oemr.idaho.gov/wp-content/uploads/2024-Idaho-SESP-Final-Draft-Public.pdf

³ Office of the Governor. *Wildfire Report Recommendations*. August 23, 2024. https://gov.idaho.gov/wp-content/uploads/2024/08/2024-wildfire-report.pdf

V. PROGRAM INFORMATION

A. Authorizing Statutes

- Executive Order 2024-09 states that OEMR's duties, powers and authorities include "[assisting] state agencies, local government, and stakeholders to secure funding where available for energy and mineral projects and opportunities."
- In 2022, the Idaho Legislature appropriated funds to OEMR to establish and administer ERGP. State ERGP funds were further appropriated in 2023, 2024, and 2025. WRIP is funded through state ERGP funds.

B. Program Overview

• Program Mission Statement

WRIP facilitates investments in Idaho's electric grid to monitor, mitigate, and mobilize against disruptive wildfire events.

- WRIP Goals
 - o Invest in long-term strategic projects that mitigate wildfire risk in Idaho
 - o Support utilities with high wildfire risk exposure and capital limitations
 - o Rapidly deploy funding to Idaho's electric utilities

C. Overview of Award Requirements

- Award type: Competitive
 - o OEMR's review committee will evaluate each Application based on its. Additional weight will be added to Applicants not having previously received an ERGP award from OEMR. See Section X "Project Evaluation and Review" for more information.
- Maximum WRIP funding: \$4,000,000.
 - Selected projects are subject to project funding requested and total available Program funding.
- Maximum requested subaward amount: \$650,000.
- Reimbursement mechanism: activity payments
 - Projects that contain multiple, discreet activities (for example, undergrounding three separate distribution line segments) may be eligible for reimbursement by activity upon completion of each activity. See Section XV(A) "Project Reimbursement" for more information.
- Project location: Projects shall be located in the State of Idaho.

⁴ Executive Order 2024-09, "Continuing the Office of Energy and Mineral Resources with the Office of the Governor," October 17, 2024.

⁵ S.B. 1396, 66th Leg., 2nd Reg. Sess., (Id. 2022); S.B. 1192, 67th Leg., 1st Reg. Sess., (Id. 2023); H.B. 675, 67th Leg., 2nd Reg Sess., (Id. 2024); S.B 1110, 68th Leg., 1st Reg Session., (Id. 2025).

- Project duration: Projects should be completed within two (2) years of a fully executed Subaward Agreement.
- Maximum number of Applications per Applicant: Two (2)
- Minimum Applicant Cost Match (See Section VIII "Cost Information" for more details):
 - o Large Utilities: At least 100% of subaward amount
 - o Small Utilities: At least 1/3 of subaward amount

D. Application Process

Applicants shall submit their Applications to OEMR by the due date and in the manner described in Section VII "Application Instructions." After the due date, OEMR will first conduct a completeness and eligibility review for each Application. Applications that are complete and eligible will then be evaluated by the review committee. The Applications that the review committee score the highest will be conditionally awarded. Applicants will then be notified of their Conditional Award and become Conditional Awardees. This begins the Conditional Award Period and begin the OEMR onboarding process. Following onboarding and Subaward Agreement execution, the Conditional Award Period ends and a Conditional Awardee becomes a Subrecipient. The Subrecipient may then begin the project.

Figure 2: WRIP Application Process



E. Program Timeline

The anticipated timeline for the Program is displayed below in Table 1. OEMR reserves the right to modify these dates and will issue an RFA addendum if the dates are changed. All deadlines are in prevailing (Daylight or Standard) Mountain Time unless otherwise noted.

Table 1: WRIP Timeline

Event	Date	Time (MT)
RFA issue date	September 12, 2025	
Pre-Application Webinar (see Section XIII)	September 24, 2025	10:30 AM
Applicant questions deadline (see Section XIII)	October 3, 2025	
Final answers to questions and addenda deadline	October 8, 2025	
Application Due Date	October 10, 2025	11:59 PM
Conditional Awardees selected (anticipated)	November 14, 2025	

VI. ELIGIBILITY INFORMATION

A. Eligible Applicants

The following entities are eligible to apply for the Program:

• Electric utilities that are not currently debarred or suspended with customers in Idaho. For WRIP, OEMR is adopting the requirements of debarred and suspended entities as defined in 2 CFR Part 180.

B. Eligible Projects

Eligible entities may use subawards under the Program for activities, technologies, equipment, and hardening measures to reduce the likelihood and consequences of wildfire. These measures include, but are not limited to the following projects:

- Grid design and system hardening: pole and crossarm replacement/reinforcement, installation of automation equipment, conductor improvements, recloser upgrades, undergrounding, etc.
- Vegetation management, and vegetation management equipment and technologies: masticators, UAVs, AI analysis, etc.
- Wildfire condition monitoring technologies: weather stations, cameras, sensors, etc.
- Operational response technologies/Advanced Grid Technologies: SCADA, telecommunications, software and hardware upgrades
- Other projects that meet WRIP goals

C. Ineligible Projects

Program funding is not available for the following projects:

- Projects currently under consideration, conditional award, or contract for ERGP Round 1 or Round 2.
- Projects not located in the State of Idaho
- Projects that do not directly support WRIP goals

- Acquisition of real property
- Acquisition of covered telecommunications and video surveillance services or equipment (see Appendix A(A))
- New generation sources
- Cybersecurity

VII. APPLICATION INSTRUCTIONS

Please see the <u>OEMR website</u> to obtain the following Application documents. OEMR will not accept additional documents with the Application unless specifically requested by the Application documents. Applications are only accepted via email to Jett Hawk at jett.hawk@oer.idaho.gov no later than 11:59PM MST on October 10, 2025. Applications shall be submitted with the subject line "Idaho WRIP Application – [Your Company Name]." Application documents should indicate the document type and Applicant (e.g., "Application Form_Koopa Power"). Application documents should be submitted in PDF or Excel format individually or within a compressed ("ZIP") folder.

OEMR will only evaluate eligible and complete Applications. To be deemed complete, Applicants must answer every question (if a question does not apply, "N/A" or "Does Not Apply" will suffice), complete every form, and ensure an authorized representative of the Applicant signs the Application documents. Applications that do not contain all required documents or contain incomplete information will be deemed incomplete. <u>OEMR will reject incomplete Applications in their entirety</u>.

OEMR will waive or allow Applicants to correct Application errors if such errors are minor and do not materially affect the project's price, quantity, delivery, etc. However, significant errors or omissions that impact the core requirements of the project, budget, or deliverables may be grounds for rejection. Applications will not be opened or reviewed until after the Application due date. Applicants may submit a corrected Application prior to the Application due date. Applicants must submit whole corrected Applications, not individual corrected documents and must indicate which Application version should be evaluated.

Applicants must thoroughly review their Applications, eliminate errors, and maintain consistency across all Application documents. After Conditional Award, if Conditional Awardee materially changes the project scope or discovers errors in their Application that materially affect the project scope or significantly alter the Applicant's evaluated responses to the technical review criteria, OEMR may rescind the Conditional Award.

Application Documents

* Indicates document is required for Application to be considered complete

Application Form * (PDF Format)

Budget Worksheet * (Excel Format)

Project Site Location Map * (PDF Format)

VIII. COST INFORMATION

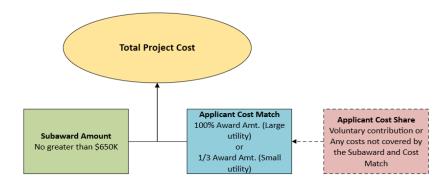
Applicants should consider the following information when planning project budgets and determining what subaward amount to request.

A. Total Project Cost

The "Total Project Cost" is the comprehensive price to complete the proposed project. Applicants shall provide their Total Project Cost in their Application and budget. The Total Project Cost is considered equal to the sum of the subaward amount, Applicant Cost Match amount, and Applicant Cost Share amount; the following sections further explain these terms.

The budget included in the Application must list the subaward amount requested, the Cost Match proposed, and any Applicant Cost Share committed. Figure 3 is a graphical representation of the Total Project Cost.

Figure 3: WRIP Award Diagram



B. Funding Composition

Applicants shall request a subaward amount in their Applications. WRIP awards are wholly composed of state funds.

C. Cost Match

WRIP requires that the Applicant shall provide private funds to participate. The minimum required amount of Cost Match for the Applicant ("Applicant Cost Match") depends on the utility type and the requested subaward amount, as shown below in Table 2. Together, these required non-federal funds are referred to as "Cost Match."

Table 2: Minimum Required Applicant Cost Match Amounts

Definition	Cost Match Contribution
Large Utility: Sells more than 4M MWh	At least 100% of subaward amount
electricity per year	
Small Utility: Sells less than 4M MWh	At least 1/3 of subaward amount
electricity per year	

D. Cost Share

Cost *Share* is different from Cost *Match*. Cost Share is defined as private funds provided by the Applicant in addition to the Applicant Cost Match. Applicants may choose to provide Cost Share in addition to the Applicant Cost Match. Applicants whose Total Project Cost is greater than the sum of the subaward amount and Cost Match amount will be required to provide Cost Share. The Applicant must indicate any Cost Share amount in section 2(a) of their Application Form. If the Applicant provides Cost Share, the Cost Share amount will be added to the Applicant Cost Match amount. If the Applicant is selected for funding, the Subaward Agreement will require the Applicant to contribute the combined Applicant Cost Match and Cost Share amount proposed in their Application and budget.

E. Budget Deviation

Applicants who become Subrecipients should complete the project within the budget submitted in their Applications. OEMR may approve certain budget deviations in its discretion and may require amending the Subaward Agreement. However, OEMR will only provide a subaward up to the amount originally requested in the Application. During construction, should the budget deviate from the Application budget, OEMR will determine the final subaward and Applicant Cost Match amounts using the procedures described below.

The following examples demonstrate how OEMR will determine the final subaward and Applicant Cost Match amounts. The example is for a small utility (as defined in Table 2) Subrecipient with an original Total Project Cost of \$500,000.00. The minimum required Applicant Cost Match is \$125,000.00. In this example, the Subrecipient chooses to provide Cost Share of \$25,000.00, bringing their total Cost Match to \$150,000.00. The subaward amount is \$350,000.00.

Original Budget	Amount	% of Total Project Costs
Total Project Cost	\$500,000.00	100.00%
Subaward	\$350,000.00	70.00%
Applicant Cost Match + Cost Share	\$150,000.00	15.00%

If the Subrecipient's final Total Project Cost is lower than budgeted, the subaward amount and Cost Match amount will be lowered. The amounts of each will be lowered so that the percentages of each to the *new* Total Project Cost equal the percentages of each to the *original* Total Project Cost. For example:

Lower than Budget	Amount	% of Total Project Costs
Total Project Costs	\$450,000.00	100.00%
Subaward	\$315,000.00	70.00%
Applicant Cost Match + Cost Share	\$135,000.00	30.00%

If the Subrecipient's final Total Project Cost is higher than budgeted, the subaward amount and Cost Match will remain equal to the amounts in the original budget. OEMR will only provide a subaward up to the amount originally requested in the Application. The Subrecipient shall be responsible for any additional cost that is not covered by the Application budget's Cost Match and the subaward. For example:

Higher than Budget	Amount	% of Total Project Costs
Total Project Cost	\$600,000.00	100.00%
Subaward	\$350,000.00	58.33%
Applicant Cost Match + Cost Share	\$250,000.00	41.67%
Original Cost Share + Cost Match	\$150,000.00	25.00%
Additional Cost Share	\$100,000.00	16.67%

IX. PROGRAM REQUIREMENTS

A. Federal, State, and Local Requirements

Subrecipients are required to comply with all applicable federal, state, and local requirements for the duration and entirety of the project. These requirements apply to all project work regardless of funding source. Some of these requirements are listed in Appendix A. These requirements are subject to change. Requirements will be detailed in the Subaward Agreement.

B. Insurance Requirements

Prior to beginning project work, Subrecipients must obtain all insurance required at least at the minimum levels and provide OEMR with copies of the certificates of insurance or furnish other forms showing proof of coverage as applicable. Depending on the project nature and Subrecipient type, Subrecipients may be subject to other insurance requirements. Subrecipients shall maintain insurance at the specified levels for the duration of the project. Minimum required insurance levels and further details are described in Appendix C "Insurance Requirements."

X. PROJECT EVALUATION AND REVIEW

Applications submitted to OEMR will undergo various levels of evaluation as described below.

A. Application Evaluation

Applicants submit Applications to OEMR by the due date. OEMR will then evaluate Applications for completeness and eligibility. Then, a review committee will conduct a technical evaluation.

1. Completeness & Eligibility Evaluation

After the Application due date, OEMR will screen Applications for eligibility and completeness. To be deemed complete, Applicants must answer every question (if a question does not apply, "N/A" or "Does Not Apply" will suffice), complete every form, and ensure an authorized representative of the Applicant signs the Application documents. Applications that do not contain all required documents or contain incomplete information will be deemed incomplete. OEMR will reject incomplete Applications in their entirety.

OEMR will calculate the total amount of funding requested in all complete and eligible Applications. If the total amount of funding requested does not exceed the WRIP funding, then OEMR will conditionally award eligible and complete Applications without any further review.

2. Technical Evaluation

If the total amount of funding requested does exceed the total WRIP funding, the review committee will evaluate all eligible and complete Applications. OEMR will then award projects based on the review committee's evaluation scores. The review committee use the following Technical Evaluation criteria in Table 3 to individually evaluate and score all complete and eligible Applications. Applicants respond to these criteria in the Application Form. Review committee members will evaluate each Applicant's responses to the criteria and assign a score for each. These scores will be multiplied by the weight assigned to a particular topic. That results in a topic score. The sum of the topic scores will become the Applicant's overall score.

 Table 3: Technical Review Criteria

	WRIP Evaluation Criteria	
Section	Criteria	Points
	Topic 1: Wildfire Risk - Describe high wildfire risk exposure, including topics such as projected wildfire risk, historical wildfires, vulnerabilities, interdependencies, historical outages or infrastructure damage caused by wildfires, and infrastructure age/lifespan.	15
Wildfire	 Topic 2: Risk Mitigation Demonstrate how the project would strengthen long-term wildfire resilience, monitoring, and/or response capabilities. If available, describe how the project aligns with the utility's wildfire mitigation plan, internal policies, or strategies. 	25
Resilience Impact 50 Points	 Topic 3: Project Management Provide a project management plan including a timeline detailing project planning, permitting, procurement, construction, and commissioning. Include information on internal specialty personnel or contractors required. Describe how the project can be rapidly deployed within the two (2) year timeframe. Use a "T +" format where "T" is the date of the execution of the Subaward Agreement. Disclose any permits or land permissions that must be obtained for the project (e.g., USFS, BLM, Tribes, private landowners). If applicable, disclose any known federal environmental analyses required for the project to take place (CXs, EAs, EISs, etc.). 	10
	 Topic 1: Value Maximization Describe how leveraging grant funds and Cost Match, along with additional Cost Share if provided, maximizes the overall value and impact of the project. 	20
Customer Benefits 35 Points	 Topic 2: Customer Impact Describe how the project would benefit customer service area. Describe the number and type of customers benefited, avoided outages, lower customer rates, energy burden relief, positive labor impacts (new or maintained jobs, temporary or long-term jobs), additional economic opportunities generated, etc. 	10
	 Topic 3: Reliability Metrics Provide metrics (SAIDI, SAIFI, CMI, etc.) that will be tracked to quantify project resilience impacts. Include target metrics for improved performance and describe how project aims to meet these targets. 	5
Applicant	Topic 1: Financial Need - Describe Applicant's financial need and cost of no action or alternative actions to Applicant and customers.	10
Need 15 Points	Topic 2: First-time Subrecipients - Indicate if Applicant has previously received an ERGP Pilot Program (2022), ERGP Round 1 (2023), or ERGP Round 2 (2025) award. Points awarded if Applicant has not received any aforementioned ERGP award.	5
	Total Available Points	100

3. Conditional Awardee Selection

OEMR will use the review committee's overall scores for each Application to rank Applications from highest score to lowest score. Beginning with the highest scoring Applications, OEMR will select Applicants for conditional award until available funding is exhausted. OEMR will then notify all awarded Applicants of their funding status. All Applicants who are awarded become Conditional Awardees. This begins the Conditional Award Period. Applicants who are not awarded may review their Application evaluations with OEMR staff.

B. Conditional Award Period & Onboarding

Following notification of Conditional Award, OEMR will complete an activity timeline worksheet. OEMR will determine whether each project can be split into separate activities that can be reimbursed individually. An activity is a discrete element within the larger project (for example, hardening one distribution line segment as part of a three-segment project). Some but not all projects may contain more than one activity. OEMR will also execute a Subaward Agreement with the Conditional Awardee at this time.

After the Subaward Agreement is executed, the Conditional Award Period concludes, and Conditional Awardees become Subrecipients. All Subrecipients shall be subject to the terms and conditions of OEMR's Subaward Agreement. Subrecipients must complete all project details discussed in the Applications. In no case shall the nature or purpose of the project be amended from what was generally described in the application. OEMR will then host an onboarding meeting to familiarize the Conditional Awardees with Program requirements and discuss the project.

XI. REPORTING REQUIREMENTS

To ensure compliance with federal and state requirements, and project schedule and budget expectations, Subrecipients must submit the following reports to OEMR:

- Quarterly Progress Reports
- Completion Report and Success Story
- Reimbursement Request
- One-year Results Report

Anticipated submission details for each report are included in Appendix B "Reporting Requirements." These reporting requirements may be subject to change.

XII. PUBLIC RECORDS

Documents and information submitted to OEMR in an Application are subject to the Idaho Public Records Act (chapter 1, title 74, Idaho Code). Please avoid submitting information considered to be confidential, privileged, a trade secret, or otherwise exempt from disclosure

unless it is necessary to the Application. If such information is necessary and an Applicant submits that information as part of its Application, an Applicant must:

- (1) Submit a specific citation to the law authorizing all claimed exemptions from disclosure and explain how the information meets those standards.
- (2) Submit two copies of any document that contains information claimed as exempt from disclosure. One copy must be clearly marked "CONFIDENTIAL" on every page that contains information claimed as exempt from disclosure. Information claimed as exempt from disclosure must be highlighted on that copy. Applicants must also submit a second copy of the document marked "PUBLIC, REDACTED." That copy must have redactions of all information claimed as exempt from disclosure.

If OEMR receives a public records request to which the document marked "CONFIDENTIAL" is responsive, OEMR will review the information's applicability to the law. OEMR will contact and notify an Applicant of any public records request and the results of its review before releasing any document marked "CONFIDENTIAL" as a public record.

XIII. APPLICATION QUESTIONS

A. Pre-Application Webinar

OEMR will host a pre-application webinar to explain this Program and answer Applicant questions. Registration is not required. The webinar will recorded and posted to OEMR's ERGP webpage. Please use the following information to access the webinar:

WRIP Pre-Application Webinar

September 24, 2025, 10:30 AM (Mountain Time)

Microsoft Teams Need help?

Join the meeting now [LINK]

Meeting ID: 296 981 643 163 7

Passcode: ka6Ci6iQ

Dial in by phone

1 208-985-2810,,533101972# United States, Boise

Find a local number

Phone conference ID: 533 101 972#

Join on a video conferencing device

Tenant key: idahogov@m.webex.com

Video ID: 117 628 747 5

More info

B. Question Submission

OEMR will answer questions from Applicants. Questions shall be submitted in writing via email with the subject line "WRIP Question." OEMR will answer all questions within three business days via a public Q&A document that is linked to the WRIP webpage. All Applicants are responsible for checking the ERGP Program website on a regular basis for Q&A document updates, addenda, and other Program updates. Questions must be submitted prior to the deadline in Table 1. Questions must be submitted to comments@oer.idaho.gov.

XIV. CONTACT INFORMATION

Should Applicants encounter technical issues, please reach out to OEMR's Project Coordinator and copy the Financial Specialist. Do not submit Application questions directly to the Project Coordinator.

Jett Hawk, Project Coordinator

Jett.hawk@oer.idaho.gov

208-332-1677

Meghan Matyas, Financial Specialist

Meghan.matyas@oer.idaho.gov

208-332-1676

XV. POST-PROJECT INFORMATION

A. Project Reimbursement

Costs incurred that are associated with preparing the Application are not eligible for reimbursement. Conditional awardees are not entitled to reimbursement of costs until execution of the Subaward Agreement. OEMR will reimburse allowable, allocable, and reasonable eligible project expenses after a Subrecipient completes an activity and Subrecipient has submitted applicable reports and supporting documents. OEMR will provide further information during onboarding.

B. Project Closeout

Once a project or activity is complete, Subrecipient will submit a Completion Report and Reimbursement Request. After OEMR accepts a Project Completion Report, Subrecipient will continue tracking metrics for at least one year. One year after OEMR accepts a Completion Report, the Subrecipient will submit a One Year Results Report. After OEMR accepts a One Year Results Report, OEMR will issue a closeout letter.

The Subrecipient shall maintain all project records and financial documents allowing for a full and accurate accounting of all project assets and expenditures, as well as complying with applicable provisions of law and standard accounting practices, including Generally Accepted Accounting Principles (GAAP). The Subrecipient shall provide OEMR access to these records upon request for three (3) years following the submittal date of the One Year Results Report.

XVI. HELPFUL RESOURCES

<u>OEMR ERGP Website</u>: Online location for all WRIP Application materials, Q&A documents, and other resources.

- Blue UAS Cleared List: Website detailing Department of Defense-approved unmanned aerial systems (UAS) that meet requirements of 2 CFR § 200.216, 2 CFR § 200.471, and section 889 of Public Law 115-232 (see Appendix A(A) "Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment).
- Blue UAS for First Responders: Website detailing Department of Homeland Security-approved unmanned aerial systems (UAS) that meet requirements of 2 CFR § 200.216, 2 CFR § 200.471, and section 889 of Public Law 115-232 (see Appendix A(A) "Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment) and related resources.
- <u>Idaho State Energy Security Plan</u>: OEMR's overview of Idaho's energy security landscape, risk profile, and risk mitigation strategies.
- <u>2025 Idaho Energy and Mineral Landscape</u>: OEMR's annual report of the state of Idaho's energy and mineral sectors.

APPENDIX A: PROGRAM REQUIREMENTS

Subrecipients are required to comply with certain requirements, including but not limited to those listed below. These requirements are subject to change. Additional Program requirements will be further detailed in the Subaward Agreement. These requirements apply to all project work regardless of funding source.

A. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

For WRIP, OEMR is adopting the policy determinations of covered telecommunications and video surveillance services and equipment as defined in 2 CFR § 200.216, 2 CFR § 200.471, and section 889 of Public Law 115-232. Subrecipients are prohibited from obligating or expending WRIP funds to procure or obtain covered telecommunications equipment or services; extend or renew a contract to procure or obtain covered telecommunications equipment or services; or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. "Covered telecommunications equipment or services" means any of the following:

- 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- 2. 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);
- 3. Telecommunications or video surveillance services provided by such entities or using such equipment;
- 4. 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.

For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

By accepting a WRIP Subaward, Subrecipient certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. Subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

B. Real Property – Grid Resilience

Acquisition of land or easements is not permitted under this Subaward. Improvements to real property for the purpose of grid hardening or resilience is not considered acquisition of real property for the purpose of this Subaward and therefore may be permitted.

C. Applicable State Laws and Requirements

Subrecipients must comply with all applicable state and local laws for all work performed under the Subaward Agreement. State laws include, but not limited to, workers' compensation, public works and other required licensing and procurement, building codes, and certain certifications listed below.

- o Title 67, Chapter 28, Idaho Code (Purchasing by Political Subdivisions)
- o <u>Title 54, Chapter 19, Idaho Code</u> (Public Works Contractors)
- o Idaho Code § 54-1903 (Public Works Contractors Exemptions)

Subrecipients must also comply with the following Idaho-specific requirements:

- o <u>Idaho Code § 67-2346</u> (Anti-Boycott Against Israel Act)
- o <u>Idaho Code § 67-2359</u> (Ownership or Operation by the Government of China Prohibited)
- o <u>Idaho Code § 67-2347A</u> (Boycott of Certain Industries Prohibited)
- o <u>Title 18, Chapter 87, Idaho Code</u> (No Public Funds for Abortion Act)

APPENDIX B: REPORTING REQUIREMENTS

Subrecipients will be required to submit the following reports. Please note that reporting requirements are subject to change and will be finalized in the Subaward Agreement. Subrecipient shall submit all reports via email to OEMR's Project Coordinator.

A. Quarterly Progress Report

The Subrecipient shall use the Quarterly Progress Report (QPR) to report the project progress made. Subrecipient must submit QPRs each quarter even if no or minimal work has been done. The final QPR shall reflect any final close-out activities, costs, payments and reimbursements that occurred following the submission of the QPR for the last reporting period of the Period of Performance. Subrecipients shall use a QPR form provided by OEMR.

QPRs shall include the following:

- Narrative of the project progress to date;
- Updates on the milestones achieved since the project start date;
- Quantitative metrics that are outlined in the Subaward Agreement, including, without limitation:
 - o Project locations;
 - o Measurable improvements of resilience;
 - o Transmission capacity upgraded, expanded, or built;
 - o Electricity storage capacity installed;
 - o Funding leveraged;
 - o Stakeholders engaged;
 - Technical assistance provided;
 - Improvements to distribution reliability indices (for example, CAIDI, SAIDI, SAIFI, CMI, ASAI);
 - o Disruptive events that occur that implicate the project; and
 - o Any requests for changes to the timeline;
 - If the project has been completed within the first year, the Progress Report shall follow the format of the Completion Report, supplemented as set forth above.
- Additional reporting metrics may vary by project. Examples of reporting metrics that
 may be required are listed on <u>OEMR's project website</u> in the QPR template under the
 Build Metrics Table Info tab.

Following the effective date of the Subaward Agreement, each QPR must be submitted by the following deadlines listed in bold:

- Quarter 1 (October 1 December 31): **January 15** of the following year
- Quarter 2 (January 1 March 15): April 15
- Ouarter 3 (April 1 June 30): **July 15**
- Quarter 4 (July 1 September 30): October 15

B. Completion Report and Success Story

Subrecipients shall submit a Completion Report when all project activities are complete and operational and shall be submitted with the Subrecipient's request for reimbursement for project costs. For projects containing more than one activity, Subrecipient shall submit a Completion Report at the conclusion of each project activity. The Completion Report shall include information from the QPRs in addition to the following:

- **Before** and as-built pictures;
- Photographs of all the equipment installed and/or improvements made, and final site location(s);
- Photocopies of all permits obtained, and associated inspections completed, including any permits not reported in the Progress Report (if any);
- Updated actual quantitative metrics following completion as requested by OEMR (this provision shall survive termination of the Subaward Agreement). Quantitative metrics are project dependent. Examples of these metrics can be found in the Application Form;
- A project success story detailing how the project improved reliability and customer experience; and
- Completed Reimbursement Request Form.

C. Reimbursement Request Form

Reimbursement Request Forms may be submitted upon project or activity completion, with the Completion Report.

All Reimbursement Requests shall include at least the following information:

- A complete itemized invoice detailing all aspects of project expenses (for example, supplies, labor, travel);
- Itemized project invoices, or proof of incurred expenses reasonably acceptable to OEMR that correlate with the line items listed in the complete itemized invoice.
 - NOTE: bills of lading, payment confirmations without shipping details, or other expense reports that do not demonstrate transfer of ownership from supplier to Subrecipient will not be accepted as invoices.

D. One-year Results Report

Subrecipients shall submit a One-year Results Report to OEMR one year after the Project Completion Report. One-year Results Reports shall include the following:

- Narrative of the project from inception to completion.
- Updated project pictures.
- Updates on improvements and milestones achieved since completion of the project.
 - Quantitative metrics that are outlined in the Subaward Agreement on energy resilience and reliability metrics of the project and its effect on energy prices for consumers, such as, but not limited to:

- Project locations;
- Measurable improvements of resilience;
- Transmission capacity upgraded, expanded, or built;
- Electricity storage capacity installed;
- Funding leveraged;
- Stakeholders engaged;
- Technical assistance provided;
- Disruptive events that occur that implicate the project; and
- Improvements to distribution reliability indices (e.g. Improvements to distribution reliability indices such as CAIDI, SAIDI, SAIFI, CMI, ASAI).
- o Updated actual quantitative metrics following completion as requested by OEMR
- Additional reporting metrics vary by project. Examples of reporting metrics that may be required are listed on OEMR's project website in the QPR template under the Build Metrics Table Info tab.

APPENDIX C: INSURANCE REQUIREMENTS

Subrecipient shall not begin work under the Subaward Agreement until Subrecipient:

- (1) obtains all insurance required under this section at least at the minimum required levels specified below; and
- (2) provides OEMR with copies of the certificates of insurance required herein or furnish other form showing proof of coverage to OEMR.

All insurance policies and certificates must be signed copies. Failure to provide the certificates of insurance within the requisite time period may be cause for OEMR to terminate the Subaward Agreement.

After work begins, Subrecipient shall maintain the insurance at least at the minimum required levels and requirements specified below until the Subaward Agreement is terminated. There are no exceptions to this requirement. Depending on the project nature and eligible entity type, Subrecipients may be subject to other insurance requirements.

Subrecipient shall carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Subaward Agreement whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

A. Commercial General and Umbrella Liability Insurance. Subrecipient shall maintain Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with minimum limits of not less than \$1,000,000 each occurrence / \$2,000,000 general aggregate to protect its interest and that of OEMR and the State of Idaho. Unless Subrecipient's Commercial General Liability insurance covers its subcontractors, each subcontractor shall maintain such Commercial General Liability Insurance with minimum limits of \$1,000,000 each occurrence.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

B. Commercial Automobile and Commercial Umbrella Liability Insurance.

Subrecipient shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

- C. Workers' Compensation Insurance and Employer's Liability. Subrecipient shall maintain Workers' Compensation Insurance and employer's liability insurance to cover obligations imposed by federal and state statutes. The employer's liability shall have limits not less than \$1,000,000 each accident for bodily insurance by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 disease policy limit. Subrecipient must provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers compensation policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.
- D. Acceptable Insurers and Deductibles. All required insurance policies that are not provided through self-insurance shall be issued by insurance carriers rated an A-VII or above by Best's Insurance Rating Guide and in good standing and authorized to transact business in Idaho. Evidence of such insurance coverage or self-insurance shall be in the form of a certificate of insurance or statement of financial responsibility. Subrecipient shall be financially responsible for all deductibles, self-insured retentions, and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the Agreement and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.
- E. **State of Idaho as Additional Insured**. The liability coverage required in the Subaward Agreement shall include as additional insured the State of Idaho, OEMR, and its divisions, officers, employees, agents, and volunteers. If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, Subrecipient shall provide proof of the State of Idaho, OEMR, and its divisions, officers, employees, agents, and volunteers being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.
- F. Waiver of Subrogation. All policies shall contain waivers of subrogation. Subrecipient waives all rights against OEMR and the State and its officers, employees, agents, and volunteers for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles, but such deductibles will not be deducted from any damages due to the State.
- G. **Self-Insurance**. Self-insured retentions shall be declared to and approved by OEMR. OEMR may require the Subrecipient to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- H. **Notice of Cancellation or Changes**. If above-described required policies are cancelled, material changed, not renewed, or a potential exhaustion of aggregate limits, Subrecipient shall immediately notify OEMR in writing of notice of knowledge of that cancellation, refusal to renew, potential limit exhaustion, or material change of the nature or extent of the coverage provided by the policies. In those situations where the insurance carrier refuses to provide notice to OEMR, Subrecipient shall immediately notify OEMR in writing of notice of knowledge of cancellation, refusal to renew, or material change of the nature or extent of the coverage provided by the policies required below.
- I. **Terms of Coverage**. If any of the insurance required under the Subaward Agreement is not available on an occurrence basis, Subrecipient shall obtain coverage on "claims made" basis. For claims made policies, the Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work; insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement; if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the contractor must purchase "extended reporting" (tail) coverage for a minimum of five (5) years after completion of this Agreement.