



## Department of Energy

Golden Field Office  
1617 Cole Boulevard  
Golden, Colorado 80401-3393

April 12, 2011

Mr. Thomas Snelling  
GMDS Administrator & Green Officer  
City of Tampa  
306 East Jackson Street  
Tampa, FL 33602-5233

Dear Mr. Snelling:

SUBJECT: Award No. DE-EE0000781, City of Tampa, FL Energy Efficiency and Conservation Block Grant

As set forth in Part I of Funding Opportunity Announcement DE-FOA-0000013 for Energy Efficiency and Conservation Block Grants – Formula Grants, entities receiving funding for this program are required to obligate/commit all funds within eighteen months from the effective date of the award. The effective date of the subject award is October 19, 2009, thus the deadline for obligation or commitment of your allocated funds would be April 18, 2011.

You submitted a request on April 7, 2011 with a justification for an extension of 3.5 months for obligation/commitment of funds for project Activity #4 Greenhouse Gas Emissions Baseline Inventory, to July 31, 2011.

The Project Officer has reviewed the information you submitted and has found the information to be acceptable. Accordingly, this letter constitutes written authorization to extend the deadline for obligation or commitment of funds for Activity #4 Greenhouse Gas Emissions Baseline Inventory to July 31, 2011. We strongly encourage you to make every effort to obligate or commit all funds prior to the revised deadline. If you do not obligate or commit all funds for these Activities by the revised deadline, DOE reserves the right to deobligate any unexpended funds for the the project Activities in question.

For questions or concerns regarding your award, please contact your cognizant DOE Project Officer.

Sincerely,

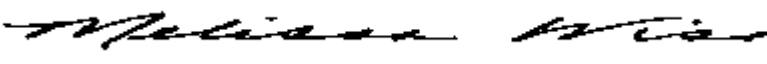
A handwritten signature in black ink that reads "Sara Wilson".

Sara Wilson  
Contracting Officer

cc: Jennifer Holman, DOE Project Officer



## ASSISTANCE AGREEMENT

1. Award No. DE-EE0000781		2. Modification No.		3. Effective Date 10/19/2009		4. CFDA No. 81.128		
5. Awarded To TAMPA, CITY OF Attn: LEE HUFFSTUTLER 306 E. JACKSON ST., 3E TAMPA FL 336025208				6. Sponsoring Office Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401			7. Period of Performance 10/19/2009 through 10/18/2012	
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other		9. Authority PL 110-140, EISA 2007 PL 111-5, Recovery Act			10. Purchase Request or Funding Document No. See Schedule			
11. Remittance Address TAMPA, CITY OF Attn: LEE HUFFSTUTLER 306 E. JACKSON ST., 3E TAMPA FL 336025208				12. Total Amount Govt. Share: \$3,712,100.00 Cost Share : \$0.00 Total : \$3,712,100.00			13. Funds Obligated This action: \$3,712,100.00 Total : \$3,712,100.00	
14. Principal Investigator Thomas Snelling Phone: 813-274-8577		15. Program Manager Jennifer W. Holman Phone: 303-275-6019			16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393			
17. Submit Payment Requests To				18. Paying Office			19. Submit Reports To See Attachment #2	
20. Accounting and Appropriation Data EECBG								
21. Research Title and/or Description of Project RECOVERY ACT: CITY OF TAMPA, FL ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT								
For the Recipient				For the United States of America				
22. Signature of Person Authorized to Sign				25. Signature of Grants/Agreements Officer 				
23. Name and Title		24. Date Signed		26. Name of Officer Melissa Y. Wise		27. Date Signed 10/27/2009		

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0000781	2	3

NAME OF OFFEROR OR CONTRACTOR  
TAMPA, CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 829860951</p> <p>In addition to this Assistance Agreement, this award consists of the items listed in the Special Terms and Conditions, Provision 2, Award Agreement Terms and Conditions.</p> <p>In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the project through the end of the current Budget Period, shown as 10/19/2009 through 10/18/2012.</p> <p>Blocks 12 and 13 of the Agreement Cover Page indicate the Total Obligated Amount of this project, which is the Recipient's total allocation. The funds available in ASAP to the Recipient through this action is limited to \$1,856,050 due to the restrictions in Provision Number 16, National Environmental Policy Act Clause and Provision Number 20, the Subcontractor Approval clause in the Special Terms and Conditions. Once these conditions have been met, the remaining funds will be released to the Recipient according to Provision Number 15, Staged Disbursement Clause of the Special Terms and Conditions.</p> <p>DOE Award Administrator: Patrick Liles E-mail: Patrick.Liles@go.doe.gov Phone: 303-275-4921</p> <p>DOE Project Officer: Jennifer Holman E-mail: Jennifer.Holman@go.doe.gov Phone: 303-275-6019</p> <p>Recipient Business Officer: Thomas Snelling E-mail: Thomas.Snelling@tampagov.net Phone: 813-274-8577</p> <p>Recipient Principal Investigator: Thomas Snelling E-mail: Thomas.Snelling@tampagov.net Phone: 813-274-8577</p> <p>Electronic signature or signatures as used in this document means a method of signing an electronic message that-- Continued ...</p>				

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0000781	3	3

NAME OF OFFEROR OR CONTRACTOR  
TAMPA, CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(A) Identifies and authenticates a particular person as the source of the electronic message;                      (B) Indicates such person's approval of the information contained in the electronic message;                      and,                      (C) Submission via FedConnect constitutes electronically signed documents.</p> <p>ASAP: Yes Extent Competed: NOT AVAIL FOR COMP                      Davis-Bacon Act: YES                      Delivery Location Code: 03601                      Golden Field Office                      U.S. Department of Energy                      Golden Field Office                      1617 Cole Blvd.                      Golden CO 80401-3393</p> <p>Payment:                      OR for Golden                      U.S. Department of Energy                      Oak Ridge Financial Service Center                      P.O. Box 4517                      Oak Ridge TN 37831</p> <p>Fund: 05796 Appr Year: 2009 Allottee: 31 Report                      Entity: 200835 Object Class: 41020 Program:                      1005115 Project: 2004350 WFO: 0000000 Local Use:                      0000000 TAS Agency: 89 TAS Account: 0331</p>				

**SPECIAL TERMS AND CONDITIONS**

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## 1. RESOLUTION OF CONFLICTING CONDITIONS

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.

## 2. AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Assistance Agreement, plus the following:

a. Special Terms and Conditions.

b. Attachments:

Attachment Number

Title

1. Statement of Project Objectives

2. Federal Assistance Reporting Checklist and Instructions

3. Budget Pages (SF 424A)

c. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.

d. Application/proposal as approved by DOE.

e. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at [http://management.energy.gov/business\\_doe/1374.htm](http://management.energy.gov/business_doe/1374.htm).

## 3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by the Department of Energy, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of the award.

Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

## 4. PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.

b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disperse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

c. Adjusting payment requests for available cash. You 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 DOE.

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

## **5. CEILING ON ADMINISTRATIVE COSTS**

- a. Local government and Indian Tribe Recipients may not use more than 10 percent of amounts provided under this program, or \$75,000, whichever is greater (EISA Sec 545 (b)(3)(A)), for administrative expenses, excluding the costs of meeting the reporting requirements under Title V, Subtitle E of EISA. These costs should be captured and summarized for each activity under the Projected Costs Within Budget: Administration.
- b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored project, unless approved by the Contracting Officer.

## **6. LIMITATIONS ON USE OF FUNDS**

- a. By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, for gambling establishments, aquariums, zoos, golf courses or swimming pools.
- b. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(B)), for the establishment of revolving loan funds.
- c. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(C)), for subgrants to nongovernmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government or Indian tribe.

## **7. REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS COSTS**

- a. The Recipient is expected to manage their final negotiated project budgets, including their indirect costs and fringe benefit costs. DOE will not amend an award solely to provide additional funds for changes in the indirect and/or fringe benefit costs or for changes in rates used for calculating these costs. DOE recognizes that the inability to obtain full reimbursement for indirect or fringe benefit costs means the Recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the Recipient's cost share.
- a. If actual allowable indirect and/or fringe benefit costs are less than those budgeted and funded under the award, the Recipient may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, the Recipient must refund the difference.

## **8. USE OF PROGRAM INCOME**

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and used to further eligible project objectives.

## **9. STATEMENT OF FEDERAL STEWARDSHIP**

DOE 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 correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

## **10. SITE VISITS**

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees 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.

## **11. REPORTING REQUIREMENTS**

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, 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.

- b. Additional Recovery Act Reporting Requirements are found in the Provision below labeled: “REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT.”

## **12. PUBLICATIONS**

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

*Acknowledgment:* “This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)].”

*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.”

## **13. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS**

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

## **14. LOBBYING RESTRICTIONS**

By accepting funds under this award, you agree 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.

## **15. STAGED DISBURSEMENT**

- a. The total funding allocation for this award, shown in Block 12 of the Assistance Agreement, will be obligated in full with this action; however, funds will be released according to a staged disbursement schedule. All funds must be expended within 36 months of the effective date of the award.
  1. The initial disbursement of funds is 50% of the total funding allocation. The amount identified on Page 2 of the Assistance Agreement will be released to the Recipient to begin work on the approved activities listed in the Statement of Project Objectives. If conditions are included in the terms and conditions of this award, upon satisfying the conditions, the Contracting Officer will lift the funding restrictions associated with the conditions and release the remainder of the initial disbursement of funds.
  2. Project performance will be monitored and corrective action taken, as necessary to ensure acceptable performance under this award. After one or more progress reviews, in which the Recipient must demonstrate that it has made satisfactory progress on its activities; expended funds appropriately; complied with reporting requirements; and created jobs, the Contracting Officer will approve the release of the remaining balance of the total funding allocation.
- b. No additional funds will be disbursed to the Recipient for payment, and DOE does not guarantee or assume any obligation to reimburse costs incurred by the Recipient, until the requirements of each progress review are met. Failure by the Recipient to demonstrate acceptable performance under this award will be deemed a noncompliance pursuant to 10 CFR 600. If a noncompliance occurs, the Contracting Officer may unilaterally terminate or suspend this award and deobligate the amounts obligated. In such case, the Recipient shall not be reimbursed for costs incurred at the Recipient's risk, as described above.

## **16. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS**

Recipient may proceed with the activities described in its EECBG activity worksheets, subject to the conditions below:

Recipient must comply with the requirements of the Waste Stream and Historic Preservation clauses.

Recipient shall ensure the safety and structural integrity of any repair, replacement, construction, and or alteration performed under this project.

If Recipient moves forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

## **17. HISTORIC PRESERVATION**

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the 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 recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider the recipient in compliance with Section 106 of the NHPA only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.

## **18. WASTE STREAM**

Prior to the expenditure of Federal funds to dispose of sanitary or hazardous waste, the Recipient is required to provide documentation to the Project Officer demonstrating that it has prepared a disposal plan for sanitary or hazardous waste generated by the proposed activities. Sanitary or hazardous waste includes, but is not limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, asbestos, etc.

The DOE Contracting Officer shall consider compliance with this clause complete only after the Recipient has submitted adequate documentation to DOE for its review, and DOE has provided written approval to the Recipient of its proposed plan to dispose of its sanitary or hazardous waste.

## **19. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS**

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (ii) 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 Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

## **20. SUBCONTRACT/SUBGRANT APPROVALS**

- a. In the original application, the subcontractor(s)/subgrantee(s) were not proposed by the recipient. In order to receive reimbursement for the costs associated with subcontractors/activities listed in the approved Statement of Project Objectives (SOPO), each subcontract/subgrant must be approved by the DOE Contracting Officer.
- b. Upon the recipient's selection of the subcontractor(s)/subgrantee(s), and within 180 days of the award date in Block 27 of the Assistance Agreement, the recipient shall provide the following information for each, regardless of dollar amount:
  - Name
  - DUNS Number
  - Award Amount
  - Statement of work including applicable activities
  - EF-1 for all proposed activities
- c. In addition to the information in paragraph b. above, for each subcontract/subgrant that has an estimated cost greater than 25% of the Total Allocation or \$1,000,000, whichever is less, the recipient must submit a Statement of Objectives, SF424A Budget Information – Nonconstruction Programs, and Budget Justification. The DOE Contracting Officer may require additional information concerning these subcontract(s)/subgrant(s) prior to providing written approval.
- d. No funds shall be expended on the subcontracts supporting the activities listed in the approved SOPO until DOE approval is provided. DOE does not guarantee or assume any obligation to reimburse costs incurred by the Recipient or subcontractor for these activities, until approval is provided in writing by the Contracting Officer.
- e. Upon written approval by the Contracting Officer, the Recipient may then receive payment for the activities listed in the approved SOPO for allowable costs incurred in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement.

## **21. ADVANCE UNDERSTANDING CONCERNING PUBLICLY FINANCED ENERGY IMPROVEMENT PROGRAMS**

The parties recognize that the Recipient may use funds under this award for Property-Assessed Clean Energy (PACE) loans, Sustainable Energy Municipal Financing, Clean Energy Assessment Districts, Energy Loan Tax Assessment Programs (ELTAPS), or any other form or derivation of Special Taxing District whereby taxing entities collect payments through increased tax assessments for energy efficiency and renewable energy building improvements made by their constituents. The Department of Energy intends to publish "Best Practices" or other guidelines pertaining to the use of funds made available to the Recipient under this award pertaining to the programs identified herein. By accepting this award, the Recipient agrees to incorporate, to the maximum extent practicable, those Best Practices and other guidelines into any such program(s) within a reasonable time after notification by DOE that the Best Practices or guidelines have been made available. The Recipient also agrees, by its acceptance of this award, to require its sub-recipients to incorporate to the maximum extent practicable the best practices and other guideline into any such program used by the sub-recipient.

## **22. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)**

### Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act 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 Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

#### Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

#### Special Provisions

##### A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

##### B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

**Prohibition on Reprisals:** An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

**Agency Action:** Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

**Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration:** Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, [www.Recovery.gov](http://www.Recovery.gov), for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor – For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure

investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

### **23. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT**

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

### **24. 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.

\*Special Note: Definitization of the Provisions entitled, “REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009” and “REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009” will be done upon definition and review of final activities.

**25. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.* (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

To Be Determined

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable

when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act*. (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the

Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Items Cost Comparison**

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

\*Include all delivery costs to the construction site.

**26. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

(a) *Definitions.* As used in this award term and condition—

*Designated country* — (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

*Designated country iron, steel, and/or manufactured goods* — (1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

*Domestic iron, steel, and/or manufactured good* — (1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

*Foreign iron, steel, and/or manufactured good* means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

*Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

*Public building* and *public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

*Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.* (1) The award term and condition described in this section implements—

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

To Be Determined

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

*(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.* (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why

the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Items Cost Comparison**

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

\*Include all delivery costs to the construction site.

## **27. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT**

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

## **28. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS**

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 “Uniform Administrative Requirements for Grants and Agreements” and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at

*http://www.whitehouse.gov/omb/circulars/a133/a133.html*. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

## **29. DAVIS-BACON ACT REQUIREMENTS**

Note: Where necessary to make the context of these articles applicable to this award, the term "Contractor" shall mean "Recipient" and the term "Subcontractor" shall mean "Subrecipient or Subcontractor" per the following definitions.

Recipient means the organization, individual, or other entity that receives an award from DOE and is financially accountable for the use of any DOE funds or property provided for the performance of the project, and is legally responsible for carrying out the terms and conditions of the award.

Subrecipient means the legal entity to which a subaward is made and which is accountable to the recipient for the use of the funds provided. The term may include foreign or international organizations (such as agencies of the United Nations).

Davis-Bacon Act

(a) Definition.--"Site of the work"--

(1) Means--

(i) The primary site of the work. The physical place or places where the construction called for in the award will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is--

(A) Located in the United States; and

(B) Established specifically for the performance of the award or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--

(i) They are dedicated exclusively, or nearly so, to performance of the award or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a award.

(b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the award was performed at that site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the article entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this article) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(c) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the award shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division  
Employment Standards Administration  
U.S. Department of Labor  
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of

all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this article shall be paid to all workers performing work in the classification under this award from the first day on which work is performed in the classification.

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

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

#### Rates of Wages - Prior Approval for Proceeding with Davis-Bacon Construction Activities

If the Recipient determines at any time that any construction, alteration, or repair activity as defined by 29 CFR 5.2(j) (<http://cfr.vlex.com/vid/5-2-definitions-19681309>) will be performed during the course of the project, the Recipient shall request approval from the Contracting Officer prior to commencing such work. If the Contracting Officer concurs with the Recipient's determination, the Recipient must receive Contracting Officer approval to proceed with such activity, and must comply with all applicable Davis-Bacon requirements, prior to commencing such work. A modification to the award which incorporates the appropriate Davis-Bacon wage rate determination(s) will constitute the Contracting Officer's approval to proceed. If the Contracting Officer does not concur with the Recipient's determination, the Contracting Officer will so notify the Recipient in writing.

**U.S. Department of Energy  
 FEDERAL ASSISTANCE REPORTING CHECKLIST  
 AND INSTRUCTIONS**

1. Identification Number: DE-EE-0000781,000	2. Program/Project Title: City of Tampa, FL Energy Efficiency and Conservation Block Grant
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3. Recipient:  
 City of Tampa, FL

4. Reporting Requirements:	Frequency	No. of Copies	Addressees		
<b>A. MANAGEMENT REPORTING</b> <input checked="" type="checkbox"/> Progress Report <input type="checkbox"/> Special Status Report  <b>B. SCIENTIFIC/TECHNICAL REPORTING</b> (Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at <a href="http://www.osti.gov/elink">www.osti.gov/elink</a> )  <table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;">                             Report/Product  <input type="checkbox"/> Final Scientific/Technical Report  <input type="checkbox"/> Conference papers/proceedings*  <input type="checkbox"/> Software/Manual  <input type="checkbox"/> Other (see special instructions)                              * <i>Scientific and technical conferences only</i> </td> <td style="width:50%; border: none;">                             Form                              DOE F 241.3                              DOE F 241.3                              DOE F 241.4                              DOE F 241.3                         </td> </tr> </table> <b>C. FINANCIAL REPORTING</b> <input checked="" type="checkbox"/> SF-425, Financial Status Report  <b>D. CLOSEOUT REPORTING</b> <input type="checkbox"/> Patent Certification <input type="checkbox"/> Property Certification <input type="checkbox"/> Other  <b>E. OTHER REPORTING</b> <input type="checkbox"/> Annual Indirect Cost Proposal <input type="checkbox"/> Annual Inventory of Federally Owned Property, if any <input checked="" type="checkbox"/> Other	Report/Product <input type="checkbox"/> Final Scientific/Technical Report <input type="checkbox"/> Conference papers/proceedings* <input type="checkbox"/> Software/Manual <input type="checkbox"/> Other (see special instructions) * <i>Scientific and technical conferences only</i>	Form DOE F 241.3 DOE F 241.3 DOE F 241.4 DOE F 241.3	Q, A		EECBG@go.doe.gov
Report/Product <input type="checkbox"/> Final Scientific/Technical Report <input type="checkbox"/> Conference papers/proceedings* <input type="checkbox"/> Software/Manual <input type="checkbox"/> Other (see special instructions) * <i>Scientific and technical conferences only</i>	Form DOE F 241.3 DOE F 241.3 DOE F 241.4 DOE F 241.3				
	Q		EECBG@go.doe.gov		
	A		See Special Instructions Below		

**FREQUENCY CODES AND DUE DATES:**

- A - Within 5 calendar days after events or as needed.
- F - Final; 90 calendar days after expiration or termination of the award.
- Y - Yearly; 90 days after the end of the reporting period.
- S - Semiannually; within 30 days after end of reporting period.
- Q - Quarterly; within 30 days after end of the reporting period.

5. Special Instructions: NOTE: The Reporting Requirements shown on this checklist are to be used in the interim and will be revised when the EECBG reporting system is finalized. This checklist will be replaced at that time with a modification to the award.

**Other Reporting: AMERICAN RECOVERY AND REINVESTMENT ACT REPORTING:** See the Special Terms and Conditions for Recovery Act reporting requirements, along with the following web site: <http://www.federalreporting.gov>. The required reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act. Recipients are instructed to maintain data in order to report cumulatively beginning with an estimated October 10, 2009 reporting deadline.

## Federal Assistance Reporting Instructions (5/06)

### A. MANAGEMENT REPORTING

#### Progress Report

The Progress Report must provide a concise narrative assessment of the status of work and include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. The DOE award number and name of the recipient.
2. The project title and name of the project director/principal investigator.
3. Date of report and period covered by the report.
4. A comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.
5. A discussion of what was accomplished under these goals during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.
6. Cost Status. Show approved budget by budget period and actual costs incurred. If cost sharing is required break out by DOE share, recipient share, and total costs.
7. Schedule Status. List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variance. You may use your own project management system to provide this information.
8. Any changes in approach or aims and reasons for change. Remember significant changes to the objectives and scope require prior approval by the contracting officer.
9. Actual or anticipated problems or delays and actions taken or planned to resolve them.
10. Any absence or changes of key personnel or changes in consortium/teaming arrangement.
11. A description of any product produced or technology transfer activities accomplished during this reporting period, such as:
  - A. Publications (list journal name, volume, issue); conference papers; or other public releases of results. Attach or send copies of public releases to the DOE Project Officer identified in Block 11 of the Notice of Financial Assistance Award.
  - B. Web site or other Internet sites that reflect the results of this project.

- C. Networks or collaborations fostered.
- D. Technologies/Techniques.
- E. Inventions/Patent Applications
- F. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

### **Special Status Report**

The recipient must report the following events by e-mail as soon as possible after they occur:

1. Developments that have a significant favorable impact on the project.
2. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. The recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:
  - a. Any single fatality or injuries requiring hospitalization of five or more individuals.
  - b. Any significant environmental permit violation.
  - c. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes.
  - d. Any incident which causes a significant process or hazard control system failure.
  - e. Any event which is anticipated to cause a significant schedule slippage or cost increase.
  - f. Any damage to Government-owned equipment in excess of \$50,000.
  - g. Any other incident that has the potential for high visibility in the media.

## **B. SCIENTIFIC/TECHNICAL REPORTS**

### **Final Scientific/Technical Report**

Content. The final scientific/technical report must include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. Identify the DOE award number; name of recipient; project title; name of project director/principal investigator; and consortium/teaming members.

2. Display prominently on the cover of the report any authorized distribution limitation notices, such as patentable material or protected data. Reports delivered without such notices may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use or reproduction of such reports.
3. Provide an executive summary, which includes a discussion of 1) how the research adds to the understanding of the area investigated; 2) the technical effectiveness and economic feasibility of the methods or techniques investigated or demonstrated; or 3) how the project is otherwise of benefit to the public. The discussion should be a minimum of one paragraph and written in terms understandable by an educated layman.
4. Provide a comparison of the actual accomplishments with the goals and objectives of the project.
5. Summarize project activities for the entire period of funding, including original hypotheses, approaches used, problems encountered and departure from planned methodology, and an assessment of their impact on the project results. Include, if applicable, facts, figures, analyses, and assumptions used during the life of the project to support the conclusions.
6. Identify products developed under the award and technology transfer activities, such as:
  - a. Publications (list journal name, volume, issue), conference papers, or other public releases of results. If not provided previously, attach or send copies of any public releases to the DOE Project Officer identified in Block 11 of the Notice of Financial Assistance Award;
  - b. Web site or other Internet sites that reflect the results of this project;
  - c. Networks or collaborations fostered;
  - d. Technologies/Techniques;
  - e. Inventions/Patent Applications, licensing agreements; and
  - f. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.
7. For projects involving computer modeling, provide the following information with the final report:
  - a. Model description, key assumptions, version, source and intended use;
  - b. Performance criteria for the model related to the intended use;
  - c. Test results to demonstrate the model performance criteria were met (e.g., code verification/validation, sensitivity analyses, history matching with lab or field data, as appropriate);
  - d. Theory behind the model, expressed in non-mathematical terms;
  - e. Mathematics to be used, including formulas and calculation methods;

- f. Whether or not the theory and mathematical algorithms were peer reviewed, and, if so, include a summary of theoretical strengths and weaknesses;
- g. Hardware requirements; and
- h. Documentation (e.g., users guide, model code).

Electronic Submission. The final scientific/technical report must be submitted electronically-via the DOE Energy Link System (E-Link) accessed at <http://www.osti.gov/mlink-2413>.

Electronic Format. Reports must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. Materials, such as prints, videos, and books, that are essential to the report but cannot be submitted electronically, should be sent to the Contracting Officer at the address listed in Block 12 of the Notice of Financial Assistance Award.

Submittal Form. The report must be accompanied by a completed electronic version of DOE Form 241.3, "U.S. Department of Energy (DOE), Announcement of Scientific and Technical Information (STI)." You can complete, upload, and submit the DOE F.241.3 online via E-Link. You are encouraged not to submit patentable material or protected data in these reports, but if there is such material or data in the report, you must: (1) clearly identify patentable or protected data on each page of the report; (2) identify such material on the cover of the report; and (3) mark the appropriate block in Section K of the DOE F 241.3. Reports must not contain any limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release. Protected data is specific technical data, first produced in the performance of the award that is protected from public release for a period of time by the terms of the award agreement.

### **Conference Papers/Proceedings**

Content: The recipient must submit a copy of any conference papers/proceedings, with the following information: (1) Name of conference; (2) Location of conference; (3) Date of conference; and (4) Conference sponsor.

Electronic Submission. Scientific/technical conference paper/proceedings must be submitted electronically-via the DOE Energy Link System (E-Link) at <http://www.osti.gov/mlink-2413>. Non-scientific/technical conference papers/proceedings must be sent to the URL listed on the Reporting Checklist.

Electronic Format. Conference papers/proceedings must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. If the proceedings cannot be submitted electronically, they should be sent to the DOE Administrator at the address listed in Block 12 of the Notice of Financial Assistance Award.

Submittal Form. Scientific/technical conference papers/proceedings must be accompanied by a completed DOE Form 241.3. The form and instructions are available on E-Link at <http://www.osti.gov/mlink-2413>. This form is not required for non-scientific or non-technical conference papers or proceedings.

## **Software/Manual**

Content. Unless otherwise specified in the award, the following must be delivered: source code, the executable object code and the minimum support documentation needed by a competent user to understand and use the software and to be able to modify the software in subsequent development efforts.

Electronic Submission. Submissions may be submitted electronically-via the DOE Energy Link System (E-Link) at <http://www.osti.gov/estsc/241-4pre.jsp>. They may also be submitted via regular mail to:

Energy Science and Technology Software Center  
P.O. Box 1020  
Oak Ridge, TN 37831

Submittal Form. Each software deliverable and its manual must be accompanied by a completed DOE Form 241.4 "Announcement of U.S. Department of Energy Computer Software." The form and instructions are available on E-Link at <http://www.osti.gov/estsc/241-4pre.jsp>.

## **C. FINANCIAL REPORTING**

Recipients must complete the financial reports identified on the Reporting Checklist in accordance with the report instructions. These standard forms are available at <http://www.whitehouse.gov/omb/grants/index.html>. Fillable forms are available at <http://grants.pr.doe.gov>.

## **D. CLOSEOUT REPORTS**

### **Final Invention and Patent Report**

The recipient must provide a DOE Form 2050.11, "PATENT CERTIFICATION." This form is available at <http://www.directives.doe.gov/pdfs/forms/2050-11.pdf> and [http://management.energy.gov/business\\_doe/business\\_forms.htm](http://management.energy.gov/business_doe/business_forms.htm)

### **Property Certification**

The recipient must provide the Property Certification, including the required inventories of non-exempt property, located at [http://management.energy.gov/business\\_doe/business\\_forms.htm](http://management.energy.gov/business_doe/business_forms.htm)

## **E. OTHER REPORTING**

### **Annual Indirect Cost Proposal and Reconciliation**

Requirement. In accordance with the applicable cost principles, the recipient must submit an annual indirect cost proposal, reconciled to its financial statements, within six months after the close of the fiscal year, unless the award is based on a predetermined or fixed indirect rate(s), or a fixed amount for indirect or facilities and administration (F&A) costs.

Cognizant Agency. The recipient must submit its annual indirect cost proposal directly to the cognizant agency for negotiating and approving indirect costs. If the DOE awarding office is the cognizant agency, submit the annual indirect cost proposal to the DOE Award Administrator identified in Block 12 of the Notice of Financial Assistance Award.

### **Annual Inventory of Federally Owned Property**

Requirement. If at any time during the award the recipient is provided Government-furnished property or acquires property with project funds and the award specifies that the property vests in the Federal Government (i.e. federally owned property), the recipient must submit an annual inventory of this property to the DOE Award Administrator identified in Block 12 of the Notice of Financial Assistance Award no later than October 30<sup>th</sup> of each calendar year, to cover an annual reporting period ending on the preceding September 30<sup>th</sup>.

Content of Inventory. The inventory must include a description of the property, tag number, acquisition date, location of property, and acquisition cost, if purchased with project funds. The report must list all federally owned property, including property located at subcontractor's facilities or other locations.

**Budget Information - Non Construction Programs**

OMB Approval No. 0348-0044

Section A - Budget Summary						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Countywide Traffic Signal Upgrading to LED	81.128			\$1,900,000	\$0	\$1,900,000
2. Energy Management System Installation at City Hall & Tampa Police Department Headquarters	81.128			\$598,100	\$0	\$598,100
3. Municipal Parking Garage Lighting Upgrades	81.128			\$1,144,000	\$0	\$1,144,000
4. Greenhouse Gas Emissions Baseline Inventory	81.128			\$70,000	\$0	\$70,000
5. Totals				\$3,712,100	\$0	\$3,712,100

Section B - Budget Categories					
6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	(1) Countywide Traffic Signal Upgrading to LED	(2) Energy Management System Installation at City Hall & Tampa Police Department Headquarters	(3) Municipal Parking Garage Lighting Upgrades	(4) Greenhouse Gas Emissions Baseline Inventory	
a. Personnel	\$943,092	\$26,000	\$46,000	\$0	\$1,015,092
b. Fringe Benefits	\$464,508	\$13,000	\$23,000	\$0	\$500,508
c. Travel	\$0	\$0	\$0	\$0	\$0
d. Equipment	\$0	\$0	\$0	\$0	\$0
e. Supplies	\$302,400	\$0	\$960,600	\$0	\$1,263,000
f. Contractual	\$0	\$499,290	\$0	\$63,000	\$562,290
g. Construction	\$0	\$0	\$0	\$0	\$0
h. Other	\$0	\$0	\$0	\$0	\$0
i. Total Direct Charges (sum of 6a-6h)	\$1,710,000	\$538,290	\$1,029,600	\$63,000	\$3,340,890
j. Indirect Charges	\$190,000	\$59,810	\$114,400	\$7,000	\$371,210
k. Totals (sum of 6i-6j)	\$1,900,000	\$598,100	\$1,144,000	\$70,000	\$3,712,100
7. Program Income	\$0	\$0	\$0	\$0	\$0

## **STATEMENT OF PROJECT OBJECTIVES**

City of Tampa, FL

City of Tampa, FL Energy Efficiency and Conservation Block Grant

### **A. PROJECT OBJECTIVES**

The purpose of this award is to implement the Recipient's Energy Efficiency & Conservation Strategy (EEC&S) in order to reduce fossil fuel emissions; reduce total energy use of the eligible entities; and improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors, along with creating jobs.

### **B. PROJECT SCOPE**

The scope for this award is the implementation of the EEC&S and all supporting documentation necessary for the proposed activities (Attached).

### **C. PROJECT MANAGEMENT AND REPORTING**

Reports and deliverables will be provided in accordance with the Federal Assistance Reporting Checklist.

## EECBG Activity Worksheet

Grantee: City of Tampa Date: 06/09/2009  
 DUNS #: 829860951 Program Contact Email: thomas.snelling@tampagov.net  
 Program Contact First Name: Thomas Last Name: Snelling  
 Project Title: Greenhouse Gas Emissions Baseline Inventory  
 Activity: 2. Technical Consultant Services If Other: \_\_\_\_\_  
 Sector: Public If Other: \_\_\_\_\_  
 Proposed Number of Jobs Created: 2.00 Proposed Number of Jobs Retained: \_\_\_\_\_  
 Proposed Energy Saved and/or Renewable Energy Generated: To be determined by inventory  
 Proposed GHG Emissions Reduced (CO2 Equivalents): \_\_\_\_\_  
 Proposed Funds Leveraged: \$0.00  
 Proposed EECBG Budget: 70,000.00  
 Projected Costs Within Budget: Administration: \_\_\_\_\_ Revolving Loans: \_\_\_\_\_ Subgrants: \_\_\_\_\_  
 Project Contact First Name: Thomas Last Name: Snelling Email: thomas.snelling@tampagov.net  
 Metric Activity: Technical Assistance If Other: \_\_\_\_\_

Project Summary: *(limit summary to space provided)*

The Mayor signed the Mayors Climate Protection Agreement in April of 2007. The first step in reaching compliance with the goals of the agreement is to conduct a GHG emissions inventory. A greenhouse gas inventory is an accounting of the amount of greenhouse gases emitted to or removed from the atmosphere over a specific period of time (e.g., one year). The inventory will ultimately be used to develop the City of Tampa's climate action plan and be an important part of the Energy Efficiency and Conservation Strategy. It will identify a baseline year, the boundaries of the study, emission sources and potential reduction as well as information on the activities that cause emissions and removals that is required by the Department of Energy to apply for Energy Efficiency and Conservation Block Grants.

The request for proposal (RFP) will go out in July of 2009 and it is estimated that the award would be September 2009 with the inventory complete in the first quarter of 2010. The project is estimated to be \$70,000.00

The number of jobs directly related to this activity will likely be 2-3; a primary author of the study, a researcher and a typist/clerical position. It is virtually impossible to pinpoint the number of indirect jobs created by the result of this work because that will depend on the climate action plan that is subsequently created. It can reasonably be expected that jobs in many different kinds of weatherization programs, certain kinds of manufacturing and needed training programs will be the primary beneficiaries.

NOTE: The purpose of this project activity is to help determine our reduce CO2 emissions.

FL-CITY-Tampa-Project Activity 4.pdf

EECBG Activity Worksheet

Grantee: City of Tampa Date: 06/09/2009

DUNS #: 829860951 Program Contact Email: thomas.snelling@tampagov.net

Program Contact First Name: Thomas Last Name: Snelling

Project Title: Municipal Parking Garage Lighting Upgrades

Activity: 6. Buildings and Facilities If Other: \_\_\_\_\_

Sector: Public If Other: \_\_\_\_\_

Proposed Number of Jobs Created: 4.00 Proposed Number of Jobs Retained: 6.00

Proposed Energy Saved and/or Renewable Energy Generated: Electrical usage reduced by a projected 55%

Proposed GHG Emissions Reduced (CO2 Equivalents): \_\_\_\_\_

Proposed Funds Leveraged: \$0.00

Proposed EECBG Budget: 1,144,000.00

Projected Costs Within Budget: Administration: \$114,000.00 Revolving Loans: \$0.00 Subgrants: \$0.00

Project Contact First Name: Irvin Last Name: Lee Email: irvin.lee@tampagov.net

Metric Activity: Building Retrofits If Other: \_\_\_\_\_

Project Summary: *(limit summary to space provided)*

This project provides for the upgrade of conventional electrical lighting in 5 municipal parking garages to high efficiency induction lighting. The City of Tampa owns and maintains 8 municipal parking structures that provide primary parking resources for the downtown central business district and the nearby historic Ybor City area. In addition to parking support for businesses and residences in these areas, they also provide parking for major downtown venues including the Tampa Convention Center and the St. Pete Times Forum. All locations are lit for extended hours based on their use and some locations are required to be lit on a 24hr. basis.

The garages were constructed with conventional electrical lighting. One parking structure has recently been upgraded to more energy efficient fixtures, and two more locations are funded for upgrade in the City of Tampa's 2009 Fiscal Year Budget. This project will accomplish upgrades at the five remaining locations: Palm Avenue, South Regional, Convention Center, Twiggs St., and Ybor City.

Overall estimated project cost is \$1,144,000 and is based on purchase of lighting fixtures with installation performed by City forces. This project will result in a reduction of electrical use by the garages of approximately 55% and produce an annual savings for the five locations of \$316,000. The annual savings, plus an initial one-time rebate, will produce a projected three year payback on the investment. Additional savings will be realized in operational and maintenance costs as a result of the longer life (20,000 hr. rating for existing vs. 100,000 hr. rating for induction lighting) and the standardization of lamps throughout the garages.

The project will create jobs based on the purchase of the fixtures and lamps and is estimated at 4 jobs. Existing jobs will be maintained by the procurement and installation of the work and is estimated at 6 jobs. Additionally, the continued and improved operation of the garages is a direct support to the businesses that the facilities serve.

Purchase of the lamps can be initiated immediately upon approval/receipt of the funding. Installation can be completed within sixteen months from approval/receipt of funding.

The City established an internal Conservation Committee. Its mission is "to establish a robust conservation program to conserve and reduce our use of fuel, power and water in our operations and facilities." The Committee will track the facilities and systems retrofitted and their associated energy savings on a project-by-project basis. The results will be continually evaluated to track performance and program implementation, and the conservation efforts may be modified, as necessary, to improve energy efficiencies.

NOTE: One of the requested project activities for the grant submittal is to conduct a Green House Gas Emissions Inventory. The purpose of that study is to help determine our reduced CO2 emissions.

FL-CITY-Tampa-Project Activity 3.pdf

If you are proposing more than one activity, save this file as many times as needed with successive page numbers. For example: "OH-CITY-Columbus-Project Activity page 1.pdf," "OH-CITY-Columbus-Project Activity page 2.pdf," and continue as needed.

## EECBG Activity Worksheet

Grantee: City of Tampa Date: 06/09/2009  
 DUNS #: 829860951 Program Contact Email: thomas.snelling@tampagov.net  
 Program Contact First Name: Thomas Last Name: Snelling  
 Project Title: Citywide Traffic Signal Upgrading to LED  
 Activity: 12. Lighting If Other: \_\_\_\_\_  
 Sector: Public If Other: \_\_\_\_\_  
 Proposed Number of Jobs Created: 4.00 Proposed Number of Jobs Retained: 10.00  
 Proposed Energy Saved and/or Renewable Energy Generated: Power consumption reduced +/- 70-80%  
 Proposed GHG Emissions Reduced (CO2 Equivalents): \_\_\_\_\_  
 Proposed Funds Leveraged: \$0.00  
 Proposed EECBG Budget: 1,900,000.00  
 Projected Costs Within Budget: Administration: \$190,000.00 Revolving Loans: \$0.00 Subgrants: \$0.00  
 Project Contact First Name: Irvin Last Name: Lee Email: irvin.lee@tampagov.net  
 Metric Activity: Other If Other: Install LED @ intersections

**Project Summary: (limit summary to space provided)**

This project provides for the upgrade of conventional incandescent traffic signal lighting and associated pedestrian signal lighting to energy efficient LED bulbs. The City of Tampa maintains traffic signals at 570 locations representing approximately 16,000 separate traffic indications and approximately 2,000 pedestrian crossing signals. (For example, a single traffic signal with red, yellow, and green lights would have three indications; turn arrows for left or right turn lanes represent additional indications.) Separate from this grant request, the City of Tampa has already upgraded approximately 210 locations to LED bulbs that provide an average savings in electrical cost of 60-70% and reduce power consumption an average of 70-80%. This project will upgrade the remaining 360 locations to complete the city wide conversion effort.

In addition to the direct energy savings of this work, increased safety and response to emergency situations will result. The lower electrical usage of the signals will allow the use of small backup generators during periods of power outage. Current electrical requirements are too great to allow this. With Tampa's coastal location and the annual threat from hurricanes, this backup capability is a valuable addition to the City's response capability.

Procurement and installation of the work is estimated at \$1,900,000.00. Annual savings is projected at approximately \$365,000 resulting in a payback on investment of 5.25 years. This savings does not include the operation and maintenance efficiencies gained from the extended life of LED bulbs over incandescent. Current service cycle for incandescent is 1 year, LED bulbs will increase the cycle to 5 years.

The project will create jobs based on the contracted purchase of bulbs and is estimated at 4 jobs. Existing jobs, estimated at 10, will be maintained by the procurement and contract management activities directly associated with project and for the installation of the bulbs by City forces.

Procurement activities for the bulbs can be initiated immediately upon approval/receipt of the funding. Installation by City forces can proceed immediately on receipt of the bulbs and can be completed 10 months from approval/receipt of funding.

The City established an internal Conservation Committee. Its mission is "to establish a robust conservation program to conserve and reduce our use of fuel, power and water in our operations and facilities." The Committee will track the facilities and systems retrofitted and their associated energy savings on a project-by-project basis. The results will be continually evaluated to track performance and program implementation, and the conservation efforts may be modified, as necessary, to improve energy efficiencies.

NOTE: One of the requested project activities for the grant submittal is to conduct a Green House Gas Emissions Inventory. The purpose of that study is to help determine our reduced CO2 emissions.

FL-CITY-Tampa-Project Activity 1.pdf

## EECBG Activity Worksheet

Grantee: City of Tampa Date: 06/09/2009  
DUNS #: 829860951 Program Contact Email: thomas.snelling@tampagov.net  
Program Contact First Name: Thomas Last Name: Snelling  
Project Title: Energy Management System Installation at City Hall & Tampa Police Department Headquarters  
Activity: 6. Buildings and Facilities If Other: \_\_\_\_\_  
Sector: Public If Other: \_\_\_\_\_  
Proposed Number of Jobs Created: 10.00 Proposed Number of Jobs Retained: 10.00  
Proposed Energy Saved and/or Renewable Energy Generated: Existing consumption of facilities reduced 10-25%  
Proposed GHG Emissions Reduced (CO2 Equivalents): \_\_\_\_\_  
Proposed Funds Leveraged: \$0.00  
Proposed EECBG Budget: 598,100.00  
Projected Costs Within Budget: Administration: \$59,810.00 Revolving Loans: \$0.00 Subgrants: \$0.00  
Project Contact First Name: Irvin Last Name: Lee Email: irvin.lee@tampagov.net  
Metric Activity: Building Energy Audits If Other: \_\_\_\_\_

**Project Summary:** *(limit summary to space provided)*

This project provides for the installation of energy management systems and associated energy related improvements at two major city facilities. Proposed locations are Old City Hall and the Tampa Police Department (TPD) Headquarters Building.

Energy management systems enable the reduction of a facilities electrical consumption through controlling operational hours of lighting, equipment, fresh air usage, and interior space temperature. Savings vary from location to location but can be expected to range from 10-25%. Additional operational efficiencies and savings will be realized by the remote monitoring capabilities of the systems, early detection of problems, and improved response times for remedial actions.

Procurement and installation of the work is estimated at \$598,100.00. Annual savings, based on a 10% savings in electrical power usage, are projected at approximately \$58,000 resulting in a payback on investment of 10 years. This savings does not include the operational and maintenance efficiencies gained.

Related work, separate from this grant request, has been performed at both proposed locations to improve their energy efficiency. At the TPD Headquarters Building, a 30 year old water cooled system has been replaced with a high efficiency air cooled system. The existing roof has been replaced with a Coolroof. At Old City Hall, the HVAC system has been converted to air cooled condensers and bids have just been opened to replace 160+ aging wood windows with new insulated glass units. At both locations, energy efficient lighting upgrades have been performed.

The project will create jobs based on the contracted purchase and installation of the systems and is estimated at 10 jobs. Existing jobs will be maintained by the procurement and a contract management activity directly associated with project and is estimated at 10 jobs.

Engineering required can be initiated immediately upon approval/receipt of the funding, and bidding activities underway within six months. Installations would begin approximately eight months after approval/receipt of funding and complete 4 months after start of installation.

NOTE: One of the requested project activities for the grant submittal is to conduct a Green House Gas Emissions Inventory. The purpose of that study is to help determine our reduced CO2 emissions.

The City established an internal Conservation Committee. Its mission is "to establish a robust conservation program to conserve and reduce our use of fuel, power and water in our operations and facilities." The Committee will track the facilities and systems retrofitted and their associated energy savings on a project-by-project basis. The results will be continually evaluated to track performance and program implementation, and the conservation efforts may be modified, as necessary, to improve energy efficiencies.

FL-CITY-Tampa-Project Activity 2.pdf

*If you are proposing more than one activity, save this file as many times as needed with successive page numbers. For example: "OH-CITY-Columbus-Project Activity page 1.pdf," "OH-CITY-Columbus-Project Activity page 2.pdf," and continue as needed.*