



Energy Efficiency and Conservation Block Grant Request For Proposals



Please submit to:

**Iowa Office of Energy Independence
Wallace State Office Building
502 East 9th Street
Des Moines, IA 50319**

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I. Introduction

The Iowa Office of Energy Independence (OEI) sets the strategic direction for Iowa's clean energy future by identifying goals to achieve desired results. As the state energy office, OEI works to protect the environment and stimulate the economy through energy efficiency and renewable energy resources and technologies. OEI provides information, resources and financial incentives to implement energy efficiency projects.

This Request For Proposals (RFP) is seeking proposals from eligible entities for qualifying projects that will reduce the energy use of cities and counties, have a positive impact on their budgets, and enhance the economic development in the State of Iowa through job creation. This RFP is issued based on the Energy Efficiency and Conservation Block Grant (EECBG) Program under the American Recovery and Reinvestment Act of 2009 (ARRA). This competitive grant program is intended to provide financial support for the implementation of projects that result in improved energy efficiency.

1. American Recovery and Reinvestment Act of 2009

On February 17, 2009, President Obama signed into law the American Recovery and Reinvestment Act of 2009 (Public Law 111-5). The stated purposes of the ARRA are to preserve and create jobs; 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; and to stabilize state and local government budgets.

2. The Energy Efficiency and Conservation Block Grant Program

The Federal Energy Independence and Security Act of 2007 (EISA) established the EECBG program to assist eligible entities in creating and implementing strategies to reduce fossil fuel emissions, reduce the total energy use of the eligible entities, and improve energy efficiency in several sectors.

The ARRA of 2009 appropriated funds for the first time to the U.S. Department of Energy (DOE) for the EECBG program. Under the EECBG program, DOE provided grant funds to states, territories, Indian tribes, and "large" cities and counties for eligible projects. The State of Iowa was allocated a total of \$21,103,000, out of which \$11,509,500 went directly to the largest cities and counties in the state based on a population formula:

- Cities with a population of 35,000 or more;
- Counties with a population of 200,000 or more; or
- The top ten highest populated cities and counties in each state, regardless of population.

The communities receiving direct funding allocation from DOE are considered "entitlement communities".

On September 24, 2009, OEI received an additional \$9,593,500 to be distributed to eligible cities and counties for the purpose of energy efficiency and greenhouse gas emission reduction activities. These dollars will be used to fund the Iowa Energy Efficiency and Conservation Block Grant (EECBG) program which is described in the following section. DOE requires that no less than 60% of the funds received by the state be passed through to non-entitlement communities, i.e. those that did not receive direct funding from DOE.

3. Purpose of Iowa EECBG Program

The purpose of the Iowa EECBG program is to provide funding, via a competitive grant process, to assist local governments in creating and implementing strategies to:

- Reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximize benefits for local and regional communities;
- Reduce total energy use of the eligible entities;
- Improve energy efficiency in the building, transportation and other appropriate sectors; and
- Create and retain jobs.

Each entity is required to use the funds in a cost-effective manner that is of maximum benefit to the population of that entity and in a manner that will yield continuous benefits over time in terms of energy and emission reductions.

4. Anticipated Funding

Up to \$8,634,400 of ARRA EECBG funds are available for grants to be awarded under this RFP. This will be a competitive funding process. See section II, page 9 for detailed funding information and Section III, page 11 for details on eligible projects.

5. RFP Schedule

Event	Date
Release of RFP	January 29, 2010
<i>Deadline to Submit Proposals</i>	<i>March 5, 2010</i>
Expected Date of Award to Subgrantees	March 15, 2010
Project Start Date	May 2010
Project Completion Date	September 2012

6. Definitions

“Administrative Costs” means those costs that cannot be identified with any single program but are indispensable to the conduct of grant activities. This cannot be more than 10% of the total project costs.

“Acceptable Technical Quality” means that the energy analysis (energy audit or technical engineering analysis) of the facility, process, or proposed installation has been completed by qualified professionals; that calculations are clear and accurate; assumptions are explained and appropriate; that project costs are clearly itemized and directly related to the energy savings component/feature; and that savings estimates are reasonable, accurate, and consistent with supporting documentation. Applications with unacceptable technical quality will not be further reviewed and will be declined for an award.

“Applicant” means an eligible applicant, i.e. a city or county that has submitted an application document with the required information on the approved forms and attachments included in these guidelines.

“Applicant Contribution” means the amount of funds that the Applicant will contribute to the project, including its own contributions and funds from other partners and contributors. All proposed matching contributions must be directly related to project expenditures.

“Application” means a request for Iowa EECBG funds by submitting the required information as stipulated in this RFP.

“Cities” means a city-equivalent unit of local government as defined by the US Census of Governments.

“Comprehensive” energy audit or technical engineering analysis is one that provides energy management improvement projects from each of the prescribed categories or documentation explaining why there are no energy management improvement opportunities for the category.

“Counties” means a county-equivalent unit of local government as defined by the US Census of Governments of the US Census Bureau.

“Cost-effective” is defined as having a simple payback within the useful life according to OEI Technical Engineering Analysis guidelines (on the OEI website at www.energy.iowa.gov).

“Elected Authorized Official” means an official that has authority to sign documents on behalf of the entity it represents.

“Energy Audit” is an assessment of residential or small commercial facilities with residential style mechanical equipment. It includes a description and evaluation of the facility including a summary of current energy use (including at least 12 consecutive months of utility/energy billing records), a description of energy consuming building

systems, and identification of energy management improvements (EMIs) from a list of prescribed building categories. Energy management improvements from the following list of prescribed building systems are required in a comprehensive energy audit with a separate EMI for each EMI type, or documentation explaining why there are no energy management improvement opportunities for the category:

- Building Envelope
- Heating System
- Cooling System
- Distribution System
- Domestic Hot Water System
- Lighting System
- Other Energy Consuming Systems (such as pumping systems, laundry, kitchens, etc.)

“Energy Efficiency” means measures that reduce the amount of energy required to achieve a given end use.

“Entitlement Communities” mean cities and counties receiving a direct funding allocation from DOE based on a population formula: (1) Cities with a population of 35,000 or more; (2) Counties with a population of 200,000 or more; or (3) The top ten highest populated cities and counties in each state, regardless of population.

“Force account” means, under the Davis-Bacon Act, a “do-it-yourself” type of construction by which the governmental agency receiving a grant decides not to contract out the work but actually performs it “in-house” with its own employees. Such work is not generally subject to Davis-Bacon Act requirements.

“Grant Agreement” means a form provided by OEI to the Subgrantee, that outlines the terms and conditions the Subgrantee must follow.

“Greenhouse Gases” means gases that trap heat in the atmosphere. Some greenhouse gases such as carbon dioxide occur naturally and are emitted to the atmosphere through natural processes and human activities. Other greenhouse gases (e.g., fluorinated gases) are created and emitted solely through human activities. The principal greenhouse gases that enter the atmosphere because of human activities are: Carbon Dioxide (CO₂), Methane (CH₄), and Nitrous Oxide (N₂O) and Fluorinated gases.

“Lead Applicant” means the entity submitting a collaborative application on behalf of a coalition of partners.

“Leveraged funds” means funds made available to the project from sources other than Iowa EECSBG dollars to further the objectives of the project.

“Iowa EECSBG” means the Energy Efficiency and Conservation Block Grant program administered by OEI and described in this RFP.

“Non-entitlement communities” means a city or county that did not receive a direct funding allocation from DOE: (1) Cities with a population of less than 35,000; (2) Counties with a population of less than 200,000.

“OEI” refers to the Iowa Office of Energy Independence.

“Partners” means entities collaborating on an application. Partners may include local government units, nongovernmental organizations, quasi-governmental organizations or for-profit entities.

“Project/Activity Site” means the primary site of the work. The physical place or places where the construction called for in the award will remain when work has been completed.

“Project Completion Date” means the date that all grant tasks are complete and equipment is installed and operational.

“Project Cost” of an EMI includes all construction and replacement costs that occur within the simple payback period. A detailed cost breakdown must be documented for each EMI including material, labor, design fees, and construction management costs, etc. (each listed separately). The source of the cost information must be provided. Project costs must be attributed directly to the energy saving feature/component.

“Simple Payback or Payback Period” is a form of breakeven analysis. It is a measure of the length of time required for cumulative savings of an EMI to recover the initial and other accrued ownership costs within the simple payback period. It is found by dividing the net EMI cost (after any utility rebate or incentive) and other costs of ownership within the payback period by the total annual cost savings.

“Subgrantee” means an entity that has been awarded a grant under the Iowa EECBG Program.

“Technical Engineering Analysis (*TEA*)” is a detailed description and evaluation of a commercial or industrial facility using commercial-type equipment requiring engineering including an evaluation of current energy use (including at least 12 consecutive months of utility/energy billing records), a description and evaluation of energy consuming building systems, a description of current operation and maintenance (O&M) procedures and recommendations for improvement, a description of past energy efficiency projects implemented, and identification of energy management improvements (EMIs) from a list of prescribed building categories. OEI technical engineering analysis guidelines should be used in preparation since it will be used in the review process. (They can be found at OEI website at www.energy.iowa.gov.)

Energy management improvements from the following list of prescribed building systems are required in a comprehensive TEA.

- Building Envelope
- Primary Heating System
- Primary Cooling System
- Distribution System

- Control System (night setback, scheduled fan operation, zoning, etc.)
- Domestic Hot Water System
- Lighting System (efficiency retrofits/replacements including exit signs and lighting controls (such as occupancy sensors, timers, and day lighting sensors))
- Other Energy Consuming Systems (such as laundry, kitchens, etc.)
- Occupancy Pattern and Schedule

“Unacceptable Technical Quality” means that the level of energy analysis (energy audit or technical engineering analysis) is not appropriate for the facility, process, or proposed installation; that the analysis has been completed by unqualified individuals or professionals; that calculations are unclear, substandard, or inaccurate, assumptions are not explained or are inappropriate; that project costs are not itemized or are not directly related to the energy savings component/feature; or savings estimates are unreasonable, inaccurate, and inconsistent with supporting documentation or are without supporting documentation. Substandard calculations are calculations that are very generic and overly simplistic, inappropriate, not understandable, undocumented or inadequately documented. Applications that have unacceptable technical quality will not be reviewed further.

“Useful life” is defined as the estimated *service life* of the improvement equipment based on the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) as listed in the OEI technical engineering analysis guidelines (available at www.energy.iowa.gov) or the time period estimated that the facility or EMI will be in use.

II. Eligibility Criteria

1. Eligible Applicants and Funding Available

Under the Iowa EECBG, and in accordance with Section 541 of EISA, eligible applicants are units of local government, i.e. cities, counties and their equivalents. Examples of eligible applicants include: county, city, town and village governments.

Iowa’s thirteen largest cities – Ames, Ankeny, Cedar Falls, Cedar Rapids, Council Bluffs, Davenport, Des Moines, Dubuque, Iowa City, Sioux City, Urbandale, Waterloo, and West Des Moines – and ten largest counties – Cerro Gordo, Clinton, Dallas, Des Moines, Johnson, Linn, Muscatine, Polk, Scott, and Warren – will receive direct formula allocations from the U.S. Department of Energy. These cities and counties are “Entitlement Communities”.

As depicted in the following table, all smaller cities and counties in Iowa that are not mentioned above (“Non-entitlement Communities”) are eligible to apply to the Iowa Office of Energy Independence and compete for \$5,756,100 in Iowa EECBG grants. An additional \$2,878,300 in grants will be available for all of Iowa’s cities and counties (both Entitlement and Non-Entitlement Communities), with \$1,400,000 of that amount designated specifically for transportation programs and traffic synchronization.

Eligible Applicants	Amount Available	Eligible Project Categories (see Section III for descriptions)
<u>Non-entitlement entities</u>	\$5,767,100	1,2,3,4,5,6
<u>All Iowa Entities</u> (Transportation)	\$1,400,000	3,5
<u>All Iowa Entities</u> (All other project types)	\$1,478,300	1,2,4,6

Maximum Award Amount: OEI may provide a grant award up to 50 percent of Total Project Costs with a maximum award of \$1,000,000 per application, Funding decisions are made as funding is available and OEI is not obligated to provide the maximum grant amount.

2. Ineligible Applicants

Nongovernmental organizations, quasi-governmental organizations nonprofits, and private entities are not eligible to submit project applications under the Iowa EECBG. Examples of ineligible applicants include school boards, school districts, regional planning commissions, private businesses and consulting firms.

However, OEI encourages the establishment of strategic and multi-jurisdictional partnerships, between eligible applicants and other entities, including those listed above, to extend the reach and impact of the Iowa EECBG.

3. Eligible Projects

Eligible projects must be physically located within the State of Iowa, must meet the review criteria and covered by at least one project category described in Section III below.

4. Ineligible Projects and Costs

The following projects are NOT eligible for funding under this RFP:

- A. Projects for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
- B. Projects that increase the energy load of a facility by adding new equipment, for example new lighting projects, or new pumping systems.
- C. Cosmetic improvements to buildings such as wallboard/drywall and painting.
- D. Projects started or installed prior to the announcement of awards for the Iowa EECEBG program and execution of a grant contract.
- E. Funds for buying or leasing property.
- F. Energy projects with a simple payback on Total Project Cost greater than its useful life.
- G. Applicants that fail to demonstrate that projects will be completed on or before the project completion deadline of September 2012.
- H. Projects that fail to meet the leverage requirements, including support letters from leveraging sources.
- I. Applicants that fail to demonstrate a comprehensive energy approach.
- J. Proposals that lack sufficient details for a technical review to verify estimated energy and cost savings.
- K. Proposals that do not fit within the Iowa EECEBG Program description.

5. Leveraged Funding

Applicants are encouraged to leverage other funding sources to the greatest extent possible, with a minimum requirement of \$1 of secured leveraged funding for every \$1 of Iowa EECEBG funding. Leveraged funds means funds made available to the project from sources other than Iowa EECEBG dollars. Examples of leveraged funds include Applicant contributions, collaborating partners' funds, utility rebates or incentives bonds, and state funds applicable to the project. Letters of financial support and partnership, including commitment letters from utility companies, must be included.

Iowa EECEBG funds may be used in conjunction with other funding, but Applicants should note that **tracking and reporting of Iowa EECEBG funding must be kept** separate by appropriate accounting methods, to meet federal and state reporting requirements. The terms and conditions of the grant agreement will specify the format, tools and information required for reporting programmatic and energy metrics as identified by the U.S.DOE and the federal and state government.

6. Collaborative Applications and Partnerships

A group of eligible applicants may choose to submit a collaborative application that creates regional impact, provided that the application is submitted by a single eligible applicant representing the group (Lead Applicant). The required assurances from the elected authorized official representing each of the applicants must be provided. If the applicant is awarded a project, the contract will be between the lead applicant and OEI. The lead applicant will be responsible for the terms and condition of the contract.

In addition, OEI encourages the establishment of strategic partnerships with nongovernmental organizations, quasi-governmental organizations and private businesses.

7. Multiple Applications

Applicants may submit multiple applications provided that each application is a distinct and separate project. If an applicant is doing several related projects, those projects should be included in one application.

III. Eligible Projects

The following categories of projects are eligible for Iowa EECBG funding:

- 1) Energy efficiency retrofits of existing facilities for nonprofit organizations and governmental agencies, provided that:
 - o Projects Are Limited To: installation of insulation; installation of efficient lighting; heating, venting, and air conditioning (HVAC) and high-efficiency shower/faucet upgrades; weather sealing; the purchase and installation of ENERGY STAR appliances; installation of solar powered appliances with improved efficiency; and replacement of windows and doors.
- 2) Development and implementation of energy efficiency and conservation programs for buildings and facilities within the jurisdiction of an entity, provided that:
 - o Projects Are Limited To: design and operation of the programs; identifying the most effective methods for achieving the maximum participation and efficiency rates; public education, measurement and verification protocols; and identification of energy efficient technologies.
- 3) Development and implementation of programs to conserve energy used in transportation, provided that:
 - o Projects Are Limited To: use of flex time by employers; use of satellite work centers; development and promotion of zoning guidelines or requirements which promote energy efficient development; and synchronization of traffic signals.
- 4) Development and implementation of building codes and inspection services, compliance, training and enforcement associated with such codes in order to promote building energy efficiency;
- 5) Replacement of traffic signals and street lighting with energy efficient technologies; and
- 6) Development, implementation, and installation on or in any government building of onsite renewable energy technology that generates electricity from renewable resources, provided that:

Projects Are Limited To:

- o Solar Electricity/Photovoltaic - appropriately-sized system or unit on existing rooftops and parking shade structures; or a 60 KW system or smaller unit installed on the ground within the boundaries of an existing facility.
- o Wind Turbine - 20 KW or smaller.
- o Solar Thermal - system must be 20 KW or smaller.
- o Solar Thermal Hot Water - such as appropriately sized for small buildings.

- o Ground Source Heat Pump - 5.5-ton capacity or smaller, horizontal/vertical, ground, closed-loop system.
- o Combined Heat and Power System - boilers sized appropriately for the buildings in which they are located.
- o Biomass Thermal - 3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies (BACT) installed and operated.

** If a proposed project falls outside of the above thresholds, the applicant must provide additional information as to how it will obtain NEPA clearance and a timeline for such clearance. The Department of Energy specifically notes that the NEPA process could delay the award process and that applicants may be restricted to use of funds for planning purposes only until the NEPA process is complete.

***In the Spirit of ARRA, to create jobs as soon as possible, applicants are strongly encouraged to propose projects that meet the above listed threshold.

IV. Subgrantee Requirements

1. General Terms and Conditions

The Subgrantee will agree to abide by the General Terms and Conditions (**Exhibit A**) highlighting requirements which are especially pertinent to federal subgrants made by OEI.

In addition, the Subgrantee must comply with all governing requirements of their subgrant.

2. Project Completion

All projects that receive funding under Iowa EECBG must be completed on or before September 14, 2012. OEI will not, without exception, authorize any extensions to the Project Completion Date and reserves the right to terminate a Grant Agreement and de-obligate awarded funds. In such case, the Subgrantee shall not be reimbursed for costs incurred at their risk.

3. Transparency Requirements

All files, progress reports, financial reports, documents and data pertaining to the EECBG grant may be posted on federal and state websites for public viewing. The federal law mandates substantial reporting and documentation of funded activities as well as more intensive monitoring and auditing. Additional sources of ARRA information are available at: <http://www.recovery.gov/Pages/home.aspx>

4. Reporting Requirements

Congress has specifically mandated that all ARRA recipients must report on the use of said funds for purposes of transparency and oversight. All funds issued under ARRA are subject to unparalleled scrutiny, with specific distribution and reporting requirements by the Federal Government and the State of Iowa.

Subgrantees will be required to submit monthly progress and expenditure reports in accordance with the requirements of the Grant Agreement and may be required to submit weekly Davis-Bacon reports. Additional quarterly, annual and completion reports may be requested from the Subgrantee. OEI reserves the right to structure reporting requirements on a project-specific basis.

5. Davis-Bacon Act

ARRA §1606 states that the **Davis-Bacon prevailing wage requirement broadly applies to construction projects funded with ARRA appropriations.** In order to receive any funding under this grant, the Subgrantee must comply with the requirements of this Act. The Davis-Bacon Act (40 U.S.C. 3141-3148) requires payment of locally prevailing wages (including fringe benefits) to laborers and mechanics on federal government contracts in excess of \$2,000 for construction, alteration, or repair of public buildings or public works who are employed directly on the site of the work. The provisions of the Davis-Bacon Act apply to both contractors and subcontractors.

The only exception to the Davis-Bacon Act is if a government agency performs construction work under what is generally known as “force account”. In essence, this is a “do-it-yourself” type of construction – the governmental agency receiving the grant decides not to contract out the work but actually performs it “in-house” with its own employees. Such work is not generally subject to Davis-Bacon Act requirements because governmental agencies are not considered “contractors” or “subcontractors” within the meaning of the Davis-Bacon Act.

6. Buy American Provision

In accordance with ARRA, §1605, the Subgrantee assures that it and its sub-recipient(s) will not use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the **iron, steel and manufactured goods used in the project are produced in the United States.**

The only exceptions to this rule would be if iron, steel, and relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality; or inclusion of iron, steel and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

7. National Environmental Policy Act (NEPA) Requirements

The National Environmental Policy Act of 1970 (NEPA), as amended (42 U.S.C. 4371, *et seq.*) requires federal agencies to consider the potential environmental impacts of their proposed actions. Awards issued under Iowa EECBG will be funded pursuant to a grant from the DOE to the Iowa Office of Energy Independence. DOE must comply with NEPA

when awarding grants to states. Accordingly, Subgrantees may not take action using federal funds for projects that may have an adverse effect on the environment prior to DOE providing a final NEPA determination regarding the selected projects.

For more information regarding NEPA see U.S. DOE's NEPA website: <http://www.gc.energy.gov/NEPA/>

Based on a review of the list of activities that funds can be utilized for under the EECBG Program, DOE has determined that projects that meet certain criteria and conditions will likely be classified as categorical exclusions and will not require a NEPA review. Projects that are considered categorical exclusions are listed in Section III. In order to create jobs to stimulate the economy as soon as possible, applicants are encouraged to apply for funding for projects that meet categorical exclusion criteria.

8. National Historic Preservation Act (NHPA) Requirements

Because Recovery Act funds are federal, all funding recipients must meet Federal Cultural Resource Review requirements under Section 106 of the National Historic Preservation Act. For more information regarding Section 106 see the State Historic Preservation Office (SHPO) website: <http://www.iowahistory.org/historic-preservation/review-and-compliance/index.html>

The following categories apply to any structure that is forty five (45) years of age or older, unless the property has been previously deemed eligible or are within a historic district. Consultation with the SHPO is not required for structures that are less than forty five years of age because these are unlikely to be considered historic properties (based on the criteria of the National Register of Historic Places). Any ground-disturbing activity will absolutely require consultation with SHPO unless otherwise noted.

The Iowa State Historic Preservation Office (SHPO) is of the opinion that the following work items do not meet the definition of undertaking since they do not have the potential to cause effects on historic properties per 36 CFR 800.3 (a) or they have a limited potential to affect historic properties will be affected by these undertakings per CFR 800.4 (d). The IOEI/IDHR will not be required to consult further with SHPO for these work items. The Iowa Office of Energy Independence encourages applicants to consider projects that meet the criteria.

Some questions that will help determine SHPO involvement include:

1. Does the project activity involves a building 45 years or older?
2. Does the project activity involve a building that is listed in or eligible for listing in the National Register of Historic Places (NRHP)?
3. Does the project activity involve a building that is in a NRHP listed or eligible district, or a locally designated historic district?
4. Is the project going to disturb ground?

Category A No Consultation Required:

- Energy Audits and Feasibility Studies
- Caulking/weatherization around doors/windows for infiltration/exfiltration issues.
- Water conservation measures in existing facilities (low flow faucets, toilets, shower heads, urinals).
- Repairing and replacing in kind driveways, parking areas, walkways, etc.
- Ventilating crawl spaces.
- Excavating to gain access to existing underground utilities in existing footprint (in regards to depth and exact location) to repair or replace them.

Insulation Work (Excluding Spray Foam Insulation)

- Duct insulation in unoccupied areas
- Attic insulation, including knee wall insulation, with proper ventilation. Fiberglass bat only.
- Band joist (“sill box”) insulation
- Water heater tank and pipe insulation

Lighting, Appliances, and Devices

(Provided that fixtures are less than forty-five years of age)

- Compact fluorescent light bulbs
- Replacement of existing energy efficiency light fixtures
- Replacement of existing LED light fixtures and exit signs
- Upgrade exterior lighting (replacement of mercury vapor to metal halide bulbs)
- Appliance replacement (upgrade to energy star appliances)
- Replacement of existing thermostat (programmable thermostat), smoke detector or carbon monoxide detector
- Installation of plug-in carbon monoxide detectors

Category B No Consultation Required Subject to Conditions

The following undertakings may affect historic properties (36 CFR Part 800.5). However, it is the opinion of the SHPO that the undertakings will have no adverse effect upon the historic properties and the IOEI/IDHR is not required to consult further with SHPO if the required conditions are met. The IOEI/IDHR and its delegated entities are responsible for ensuring these conditions are met and for documenting their compliance.

The following work will have no adverse effect on historic properties as it does not include significant spaces (entrances/entry halls/lobbies, areas for public gathering and circulation, primary rooms). If works occurs in significant space, work shall not damage historic material or finishes. New wiring/piping/ductwork/, etc. shall be concealed. All work shall be done in accordance to the Secretary of Interior’s Standards for *the Treatments of Historic Properties and Guidelines for Rehabilitating Historic Building* (Standards).

General

- Painting over previously painted exterior surfaces, provided destructive surface preparation treatment, including, but not limited to, water-blasting, sandblasting and chemical removal, are not used. Liquid vinyl, AM-VI-CO and elastomeric paints are also not to be used.
- Installation or replacement of downspout extensions, provided that the color of the extension is historically appropriate for the period and the style of the property. Aluminum downspout extensions are not to be used.
- Duct sealing/repair/replacement that is confined to unoccupied areas.
- Floor insulation, provided that historic floors finishes are not damaged and the original floor is reinstalled and retains its original appearance, layout, materials, and location.
- Domestic hot water tank (dwh) replacement that does not require any new venting.
- HVAC upgrades (replacement of boilers, furnaces, exterior condensing units, etc.) that do not require any new venting, new ductwork, or new location.
- Repairing or upgrading electrical or plumbing systems and installing mechanical equipment, in a manner that does not affect the interior or exterior of the building. All ground disturbing activities are required to be reviewed by SHPO.
- Photovoltaic shingle solar systems on the rear on the rear roof of the structure, not viewable from any public right of way.
- Lead-based paint abatement in accordance to the Standard's Preservation Brief #37: *Appropriate Methods for reducing Lead-Paint Hazards in Historic Housing*.

Insulation Work in accordance with the Standards' Preservation Brief #3: *Conserving Energy in Historic Buildings*. Note that spray foam insulation is not acceptable.

- Wall Insulation, all wall insulation must have an adequate vapor barrier on the warm (heated) side of the wall or consist of a pre-expanded, closed cell foam insulation.

If access to the wall exterior is only possible through the interior or exterior wall, any holes drilled for insulation must be finished and returned to condition as close to the original as possible. Access holes in the walls must be patched or plugged with materials that **match the original**.

New Installation of Hard-Wired Device (for replacement see Category A)

- Occupancy sensors in non-significant spaces
- Carbon monoxide sensors in non-significant spaces
- Programmable thermostats in non-significant spaces
- Smoke detectors in non-significant spaces

Roofing, Siding, and Venting

- Repair or replacement of existing siding provided that the replacement siding is replacing siding that is damaged beyond repair. Replacement siding should match the existing siding in dimension, profile, texture, and material.
- Flat or shallow roof replacement (shallow pitch defined as a pitch with a rise-to-run ration equal to or less than 3" to 12"), with no part of the surface of the roof

visible from the ground. Except white roofs, cool roofs, green roofs, sod or grass roofs.

- Repairing or replacing roof materials that closely match the historic and form, or with materials that restore the original feature based on the historical evidence, and in a manner that does not alter the roofline.
- Installing continuous ridge vents covered with ridge shingles or boards, or roof vents, bath and kitchen vents, soffit and frieze board vents, combustion appliance flues, if not located on a primary roof elevation or visible from the public right-of-way.
- Installing foundation vents, if painted or finished to match the existing foundation material.

Windows and Doors

- Repair of existing historic wood windows following the National Park Service's Preservation Brief #9: *The Repair of Historic Wooden Windows*.
- Weather stripping of existing historic windows.
- Repair of existing historic steel windows following the National Park Service's Preservation Brief # 13: *The Repair and Thermal Upgrading of Historic Steel Windows*.
- Repair of existing historic stained or leaded glass windows following the National Park Service's Preservation Brief #33: *The Preservation and Repair of Historic Stained or Leaded Glass*.
- Repair of historic doors.
- Weather stripping of existing historic doors.

Projects involving a building or structure included in the national Register of Historic Places (NRHP) or one eligible for inclusion in the NRHP will require additional documentation.

Applicants should note that DOE will only consider the project in compliance with Section 106 of the NHPA when adequate background documentation has been submitted and written concurrence that SHPO does not object to its Section 106 determination has been provided. In addition, Applicants should note that funding will be dependent on projects meeting Section 106 requirements. Applicants are required to submit NHPA information in the Iowa EECBG application, which OEI and the Iowa SHPO will review for compliance with Section 106 of NHPA.

9. Contractor Requirements

A contractor or subcontractor working on an energy project must be a company registered for operations within the State of Iowa.

10. Waste Management Plan

Prior to the expenditure of federal funds to dispose of sanitary or hazardous waste, OEI is required to provide documentation to U.S. DOE demonstrating that an adequate

disposal plan has been prepared for sanitary or hazardous waste generated by the proposed activities.

Applicants are therefore required to submit information on the expected waste stream of the proposed project. Sanitary or hazardous waste includes, but is not limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, asbestos, etc.

Upon award, the Subgrantees shall submit to OEI a waste management plan that describes the Subgrantee's plan to dispose of any sanitary or hazardous waste generated as a result of the proposed project. OEI shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit). Projects shall ensure compliance with all federal, state and local regulations for waste disposal.

V. Selection Criteria

1. Evaluation Process

The Iowa Office of Energy Independence is soliciting and receiving applications for Iowa EECBG through a competitive Request for Project Proposals process. OEI will evaluate every timely submitted proposal via a blind-review conducted by multiple parties that will be based on both qualitative and quantitative criteria.

Applications will be evaluated (1) to determine whether the application submitted is completed in accordance with this document, (2) to determine whether the proposed project meets the project eligibility criteria specified in this RFP, and (3) to determine whether, based on the information supplied by the Applicant, the proposal demonstrates sufficient likelihood of actual project development, and achievement of benefits.

Applications will be scored and ranked to determine which eligible projects best meet evaluation criteria. In recognition of the wide range and complexity of activities that could qualify for this grant, the Applicant may be requested to provide more information during the review process.

2. Evaluation Criteria

TECHNICAL QUALITY REVIEW PROCESS

The process of successful completion of the technical review will involve the positive outcome of each of the following questions by OEI technical staff and must be clearly addressed in the application:

- Is the project cost-effective?
- Was the analysis completed by a qualified professional?
- Is the analyst/qualified professional free of any conflict of interest with the outcome of the energy analysis?

- Is the level (energy audit or technical engineering analysis) of analysis appropriate for the facility?
- Is the project analysis comprehensive?
- Are project costs accurate and directly related to the energy saving component/feature?
 - Have project costs been broken out so that they can be verified as being directly related to the energy saving feature/component?
 - Review existing utility billing records. Is a full year of records provided for both electricity and heating fuel?
- Has all supporting documentation been provided?
- Are savings calculations clear, reasonable, accurate, and consistent with supporting documentation?
 - Are assumptions explained and reasonable/appropriate?
 - Are savings consistent and reasonable compared to current energy use?
 - Are savings calculations of good quality, correct, not generic or overly simplistic, appropriate, easy to understand, and well documented?
 - Do calculations account for EMI interaction (where the savings of one project impacts that savings of subsequent projects) and in the same order?
 - Does savings calculations claim maintenance cost savings? Are these savings acceptable?
- Is the application and supporting documentation of acceptable technical quality?

EILGIBILITY AND QUALITATIVE REVIEW PROCEDURES

Evaluation criteria have been developed to assist OEI in identifying those projects that display the most potential for achieving the goals of the program. Applications will be evaluated according to the following criteria:

Mandatory Criteria	
<input type="checkbox"/>	<p>Fund leveraging and budget reasonableness Project must meet the minimum funding requirement of \$1 of leveraged funds for every \$1 of Iowa EECBG funds requested. The funding requested, when combined with other funding, is sufficient to complete the proposed project. Letters of financial support and partnerships, including commitment letters from utility companies, are included. Project cost is reasonable for plans of similar scope and nature. Applicant has not requested greater than \$1,000,000 in EECBG funds. Applicant has</p>

Mandatory Criteria	
	budgeted appropriately to meet the requirements of Davis-Bacon Act, Buy American Act, National Historic Preservation Act, and National Environmental Policy Act.
<input type="checkbox"/>	Eligibility and ownership verification Applicants meet the eligibility criteria set forth in this RFP to apply for funding. Applicant can verify ownership of the property where proposed work will take place. If the property is rented, applicant is required to provide valid rental agreement.
<input type="checkbox"/>	Readiness, and project schedule All necessary funding, plans, staff, contractors, and resources are in place to successfully begin and complete the project in the timeframes required. Applicant has submitted a scope of work detailing project timeline and milestones.
<input type="checkbox"/>	Replicability and visibility Completed project will be replicable for other communities and/or will provide a significant example for other entities. Provide details about any outreach, education, and/or marketing activities being utilized.
<input type="checkbox"/>	Administrative capability Applicant has the ability to provide all required project oversight, reporting, and financial accounting to assure timely and accurate reporting. Applicant has demonstrated that it has the capacity to comply with NEPA, NHPA, Davis-Bacon, and Buy American requirements. Resumes and/or other relevant biographical information have been provided for the project manager(s). Applicant should specify how each project member relates to the project and the role they would play in the project.
<input type="checkbox"/>	Acceptable technical quality Acceptable technical quality means that the application received a “yes” for all of the questions listed under “Technical Quality Review Procedure” on page 18.
<input type="checkbox"/>	Applicant certification Applicant has certified that they have reviewed the entire online training module provided on the OEI website on NEPA, SHPO, Buy American, and the Davis Bacon Act

	Points
Scaled Criteria	
<input type="checkbox"/> Energy savings	Up to 100

Scaled Criteria	Points
<ul style="list-style-type: none"> ▪ MMBTU saved or generated per \$1,000 of grant requested <p>*If all other factors are equal, a project with higher energy savings or higher renewable energy production will be preferred to a project that offers less energy savings or low renewable energy production.</p> <p>** Proposals with innovative ideas and approaches to achieve energy management improvements will be considered favorably even if the energy savings are lower than some other projects. However, this special consideration is limited to less than 10% of the funding available in each category.</p>	

Innovative projects should include the following elements:

1. Something New

This should be a process, program or idea that is not currently widely used in Iowa, but has potential to make a significant impact on energy consumption or generation.

2. Better Than What Exists

Should offer an improvement to existing practices or serve people in an improved way.

3. Economically Viable

Should support economically viable energy projects, and should be economically sustainable.

4. Widespread Appeal

Should be an idea that will be attractive to people and encourage participation, and should be easy for people to use or access.

3. Notification of Award

After the review and selection process is completed, the Subgrantee will be notified that the project has been approved for funding at a specified amount. The Subgrantee will also receive a Grant Agreement Form, which must be signed and mailed back to OEI within 60 days. The Grant Agreement Form contains terms and conditions the grant recipient must follow. Unsuccessful Applicants will be informed in writing. Application documents will not be returned.

4. Rejection of Applications

OEI reserves the right to reject any application. The submission of an application under these guidelines confers no right upon any Applicant. OEI is not obligated to award any grants, to pay any costs incurred by the Applicant in the preparation and submission of an application, or pay any project related costs incurred prior to the grant beginning date.

Applications will be rejected and not considered for funding if:

- A. The application is not received by the due date and time as specified in this RFP.
- B. The Applicant is not an eligible Applicant in accordance with Section II.1 of this RFP.
- C. The application does not include the signature of the duly authorized official.
- D. The proposed project is inconsistent with the goals of the ARRA or Iowa EECBG.

VI. Application Process

Applications must follow the specified deadlines, format and guidelines provided in this RFP. Be sure to complete all relevant sections, attach appropriate supporting documents and have the application signed and dated. Only applications that furnish complete information will be considered for a grant. Partial proposals will not be considered. The use of binders or any other elaborate covers is strongly discouraged. Grant application form is in Section VIII of this RFP.

Applicants are strongly encouraged to submit applications electronically through this website: www.iowagrants.gov. This system allows applicants to track the progress of their application review and award status as it is updated by OEI. Instructions for login will be posted on OEI's website along with this RFP.

Alternatively, applicants can also submit the original completed and signed application and four copies to the Iowa Office of Energy Independence at the following address. When submitting paper copies of application, standard form in Section VIII of this RFP must be followed.

Please submit the application to:

Iowa Office of Energy Independence
Wallace State Office Building
502 East 9th Street
Des Moines, IA 50319

**ALL APPLICATIONS MUST BE RECEIVED BY OEI BY 4:00 P.M. CST ON
March 5, 2010.**

VII. Available Assistance

Questions and Technical Assistance

Applicants may submit questions at any time during the application process. For questions, please email Iowa EECBG at: recovery@iowa.gov or call: (515) 725-0431.

All questions and answers may be posted on the OEI website at www.energy.iowa.gov as part of this application manual. The person or organization submitting a question will not be identified.

Applicants are encouraged to contact OEI staff for technical assistance in the preparation of their applications. The staff will do its best to respond in a timely manner to these requests.

Engineering and Technical Assistance:

Lee Vannoy at 515-725-0435 or lee.vannoy@iowa.gov

Transportation Project Assistance:

Greg Watkins at 515-725-0443 or greg.watkins@iowa.gov

Application Materials Assistance:

Jessica Turba at 515-725-0437 or jessica.turba@iowa.gov

VIII. Application Form

ENERGY EFFICIENCY & CONSERVATION BLOCK GRANTS 2010 APPLICATION FORM

1. APPLICANT INFORMATION

Name of Lead Applicant (must be Iowa city or county): <i>**Award notifications will be sent to lead applicant only. Contracts will be executed with the lead applicant.</i>		
Authorized Representative:		
Mailing Address:		
County:	State Tax ID:	Federal Tax ID:
Phone:	Fax:	E-mail:

2. ADDITIONAL APPLICANT INFORMATION

If more than two entities are applying, please complete a separate entry for each applicant. Attach additional sheets, if necessary.

Name of Additional Applicant:		
Authorized Representative:		
Mailing Address:		
County:	State Tax ID:	Federal Tax ID:
Phone:	Fax:	E-mail:

3. APPLICATION PREPARER/STAFF CONTACT INFORMATION

Name and Title:		
Municipality, County, or Company:		
Address:		
Phone:	Fax:	E-mail:

4. CERTIFICATION

<p><i>I, the undersigned authorized representative of the Lead Applicant, certify that the attached resolution adopted by the governing body of the applicant authorizes me to file this application for assistance from the Iowa Office of Energy Independence. I further certify that the information contained herein is true, correct, and complete to the best of my knowledge and belief, and that the applicant will adhere to all federal and state requirements. I further certify that I have reviewed all ARRA training materials posted on OEI's website at http://www.energy.iowa.gov/.</i></p>		
Signature:		Date:

5. CATEGORICAL AREA TO BE ADDRESSED BY PROJECT

Please check all that apply

<input type="checkbox"/> (1) Energy Efficiency Retrofits for Nonprofit and Governmental Entities	<input type="checkbox"/> (2) Energy Efficiency and Conservation Programs for Buildings and Facilities
<input type="checkbox"/> (3) Transportation Programs	<input type="checkbox"/> (4) Building Codes and Inspections
<input type="checkbox"/> (5) Traffic Signals and Street Lighting	<input type="checkbox"/> (6) Renewable Energy Technologies on Government Buildings

6. BUDGET DETAIL

Cost Estimates	Anticipated Funding Sources	
	EECBG (\$)	Other Funding Sources (\$)
Salaries and Benefits		
Administrative Costs <small>*limited to 10% of the total project cost</small>		
Professional Services		
Energy Use Surveys and Tracking		
Materials Cost		
Equipment Cost		
Other Costs (please list separately)		
SUBTOTALS		
TOTAL Project Budget		

- This project budget factors in the cost of compliance with the Davis-Bacon Act, National Environmental Policy Act, National Historic Preservation Act, and the Buy American Act.

7. SOURCES OF OTHER FUNDS

Source & Type of Funds	(\$) Amount	Date Funds Will Be Secured	Cash or In-Kind
1.			
2.			

3.			
4.			
5.			
6.			

Source of Funds examples: utility rebate, local funds, other federal or state funds, state legislative appropriation

Briefly explain any other funding sources, whether funds are sufficient to complete the project, and your determination as to whether the project will be cost-effective. Please attach support letters from all sources of leverage. Applicants must consider whether their projects are eligible for a local utility rebate and note this in the narrative.

8. PROJECT INFORMATION

Project Name:	
Project Address (if applicable):	
Place of Performance (city and county associated with the city): If multiple places, please list all cities and counties	

9. SCOPE OF WORK

Estimated Project Start Date: _____

Estimated Project Completion Date: _____

Project Narrative/Scope of Work: Description must answer: Who, What, When, Where, Why, & How. Please also describe the project’s goals and objectives, your status in obtaining necessary licenses and permits, and the expected project benefits to the community.

--

	TASK (ADD ANY SIGNIFICANT PROJECT MILESTONES)	START DATE	COMPLETION DATE	PERFORMANCE MEASURES (OBJECTIVE MEASUREMENT FOR THE SUCCESS OF A PROJECT. IE: NUMBERS, PERCENTAGES, TIME)	EXPECTED PAYMENT
1					
2					
3					
4					

10. JOB IMPACT

Please enter those applicable, if known.

Type of Impact	Total Hours	Effective Date	Duration in months
Jobs Created			
Jobs Retained			

If you would like to add narrative information regarding jobs created or retained, please do so here.

--

11. ENERGY SAVINGS

Please enter those applicable, if known.

Energy Saved Energy Source	Amount saved per year	Unit of measure
Electricity		kWh
Natural Gas		Therms
Propane		Gallons
Fuel Oil		Gallons
Other		Specify

Renewable Energy Installed	Quantity	Unit of measure
Electricity		kW
Thermal		BTU/hour

If you would like to add narrative information regarding energy savings, please do so here.

12. READINESS

If you choose "No," please explain why and whether there are plans for that item to be completed

	Yes	No	N/A
All necessary funds other than EECBG resources have been secured	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation (if necessary):			
Plans and specifications are completed and documentation is attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explanation (if necessary):			
Energy assessment or audit is completed and documentation is attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explanation (if necessary):			
Staffing and/or contractors are in place	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explanation (if necessary):			

13. COMPREHENSIVENESS

Briefly describe how this project encompasses a comprehensive approach to energy improvements. You may include past energy projects completed by your entity as well as current energy plans.

14. REPLICABILITY AND VISIBILITY

Briefly describe how this project would be easily replicable and visible for other communities and/or how this project would provide a significant example for the public and/or private sectors

15. ADMINISTRATIVE CAPABILITY

Briefly describe why your city or county has the ability or will have the ability to provide all of the required oversight, reporting, and accounting for timely and

accurate reporting. Specifically address how you will meet weekly, monthly, and quarterly state and federal reporting requirements. Additionally, address how your office will comply with the following federal laws affecting the Iowa EECSBG funds: National Environmental Policy Act, National Historic Preservation Act, Davis-Bacon Act, and Buy American Act. Please attach resumes or other biographical information for project managers.

16. PARTNER INFORMATION

OEI encourages the establishment of strategic and multi-jurisdictional partnerships, between local units of government, for-profit business, nongovernmental organizations and quasi-governmental organizations, in order to extend the reach and impact of Iowa EECSBG. In the instance of submitting a collaborative application, the Lead Applicant must provide **information on each and all of the partners** by filling out the table below. Include the name of each partner city, county or organization, and include population information for partner cities and counties.

Name of Partners	Population	Proposed \$ Allocation
1. [Lead Partner]		
2.		
3.		
4.		
5.		
6.		

Briefly describe the partnership structure for this project and the responsibilities of each partner.

17. WASTE STREAM

Prior to the expenditure of Federal funds to dispose of sanitary or hazardous waste, OEI is required to provide documentation to U.S. Department of Energy demonstrating that an adequate disposal plan has been prepared for sanitary or hazardous waste generated by the proposed activities.

Applicants are therefore required to submit information on the expected waste stream of the proposed project. Sanitary or hazardous waste includes, but is not limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, asbestos, etc.

Applicants should:

- Indicate if the proposed project will generate a waste stream.*
- Describe the identified waste stream, if applicable.*
- Describe the proposed methodology for waste handling and disposal. For example, how would mercury or sodium vapor lamps be disposed of? How will potentially hazardous material (e.g. asbestos containing materials, PBC's, etc.) be handled and disposed of?*

18. NATIONAL HISTORIC PRESERVATION ACT

Prior to the expenditure of Federal funds to alter any structure or site, OEI is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA). Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places (NRHP). In order for OEI to evaluate whether or not a proposed project requires additional submittals of information, all Applicants are required to provide background information on their proposed project sites by filling out Exhibit C.

19. NATIONAL ENVIRONMENTAL PROTECTION ACT

- By checking this box, the applicant certifies that its proposed project is categorically excluded from NEPA because it falls within the following categories described in III of the RFP and does not involve "extraordinary circumstances" within the meaning of 10 C.F.R. Section 1021.410.*

If the proposed project falls outside of the NEPA CX thresholds or involves "extraordinary circumstances" within the meaning of 10 C.F.R Section 1021.410, the

applicant must attach additional information as to how it will obtain NEPA clearance and a timeline for such clearance. The Department of Energy specifically notes that the NEPA process could delay the award process and that applicants may be restricted to use of funds for planning purposes only until the NEPA process is complete.

20. OTHER

If there are other relevant details about the proposed project or applicant that have not been expressed elsewhere in the application, please enter them here.

ATTACHMENTS CHECKLIST

Please submit the original completed and signed application and four copies to the Iowa Office of Energy Independence. Applicants are strongly encouraged to submit applications electronically through this website: www.iowagrants.gov. This system allows applicants to track the progress of their application review and award status as it is updated by OEI. Please accompany the application with the following items:

- Letters from partner cities, counties, or organizations (Section 16)
- Waste Stream information (Section 17)
- National Historic Preservation Act document (Section 18)
- NEPA planning document, if applicable (Section 19)
- Detailed cost estimate for each activity
- Detailed estimate of energy savings per year
- Documentation of other funding sources and support letters from leveraging sources
- Federal assurances signature page

Energy Efficiency Conservation Block Grant Sub-Recipient Contract

This Energy Efficiency Conservation Block Grant Sub-recipient Contract is between the Office of Energy Independence (OEI), an agency of the State of Iowa created by Iowa Code chapter 469, and the Sub-recipient (SR) identified in the attached Term Sheet. The parties agree as follows.

1. Purpose.

1.1 OEI has received an Energy Efficiency Conservation Block Grant from the United States Department of Energy, Award No. DE-EE000812, to fund energy efficiency and renewable energy improvements for public sector

1.2 The parties are entering into this contract for SR to receive funds under the EECBG program.

2. Incorporation of documents.

2.1 **Incorporation.** This contract incorporates the following documents:

.A Funding Opportunity Announcement, Energy Efficiency Conservation Block Grant, American Recovery and Reinvestment Act, Funding Opportunity Number DE-F0A-0000013, dated September 24, 2009;

.B OEI's grant application; and

.C Assistance Agreement for Award No. DE-EE000812 between the United States Department of Energy and OEI, including any amendments to that agreement during the term of this contract.

2.2 **Resolution of inconsistencies or conflicts.** If there is a conflict between this contract and federal law, the parties agree that federal law will govern.

3. Scope of services.

SR will perform the services identified in Exhibit A, Description of Project and Award Budget.

4. Compensation.

4.1 **Reimbursement of allowable costs.** OEI will reimburse SR for the allowable costs that SR incurs in performing the work under this contract in the amount and in manner described in Exhibit A, Description of Project and Award Budget.

4.2 **No reimbursement of unallowable costs.** OEI will not reimburse SR for any cost that is contrary to (1) this contract; (2) any restriction or limitation in the documents identified in paragraph 2.1; (3) 10 CFR Part 600; (4) the applicable cost principles found in OMB Circular A-21 Cost Principles for Educational Institutions, OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments, or OMB Circular A-122 Cost Principles for Non-Profit Organizations; or (5) any other applicable laws, rules, regulations, and policies.

4.3 **Invoices and supporting documentation.** All invoices and all required supporting documentation must comply with all applicable rules concerning payments of these claims.

4.4 **Representations.** By submitting an invoice, SR represents to OEI that all of the following are true:

.A the services identified in the invoice are within the scope of services described in paragraph 3, and

.B the costs are allowable, allocable, and reasonable in accordance with (1) this contract; (2) the documents identified in paragraph 2.1; (3) 10 CFR Part 600; (4) the applicable cost principles in OMB Circular A-21 Cost Principles for Educational Institutions, OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments, or OMB Circular A-122 Cost Principles for Non-Profit Organizations; and (5) any other applicable laws, rules, regulations, and policies.

4.5 **Payment of invoices.** OEI will review each invoice for compliance with this contract and applicable laws, rules, regulations, and policies. It will approve all or a portion of the amount sought in the invoice and will pay the approved amount less a 5% retainage within the time required by applicable law.

4.6 **Retainage.** OEI will pay SR the retainage withheld under paragraph 4.5 when SR has completed its work under this contract and has provided all documentation required by OEI.

4.7 **Withholding payments.** Despite anything to the contrary in this contract, OEI may withhold paying all or a portion of the invoices if SR has failed to comply with this contract, including any problems identified during OEI's monitoring of SR's performance.

4.8 **Recovery of reimbursed funds.** If OEI or any federal agency concludes that SR has been reimbursed for any cost that is unallowable, unallocable, or unreasonable under this contract, SR will repay those funds within 10 business days of receiving written notice from OEI. OEI may withhold any payment under this contract if SR fails to repay those funds by the deadline.

4.9 **Payment is no waiver.** By paying all or a portion of an invoice, OEI does not waive its ability to challenge any reimbursement for failing to comply with this contract at a later date.

5. **American Recovery and Reinvestment Act requirements.**

5.1 **Acknowledgement of receiving Recovery Act funds.** SR understands and agrees that the source of the payments under this contract, either in whole or in part, is the American Recovery and Reinvestment Act of 2009—Pub. L. 111-5—(Recovery Act). SR further understands and agrees that it will comply with the Recovery Act.

5.2 **Recovery Act process is evolving.** SR understands and agrees that the federal stimulus process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from the federal government and the State of Iowa. Accordingly, SR agrees that it and its subgrantees and subcontractors will comply with all Recovery Act requirements promulgated by the federal government or the State of Iowa, or both, during the contract.

5.3 **Recovery Act funds are temporary.** SR agrees that Recovery Act funds are temporary and that programs supported with Recovery Act funds, including this program, will not be continued with the State of Iowa financial appropriations when Recovery Act funds are expended.

5.4 **Applicable Recovery Act definitions.** Because this contract uses Recovery Act funds, the Recovery Act defines the following terms that are relevant to this contract:

.A A “prime recipient” is a non-federal entity that receives Recovery Act funds as federal awards in the form of grants, loans, or cooperative agreements directly from the federal government.

.B A “sub-recipient” is a non-federal entity that expends federal awards received from another entity to carry out a federal program but does not include an individual who is a beneficiary of such a program.

5.5 **Prime recipient and sub-recipient.** For purposes of this contract, OEI is the prime recipient and SR is a sub-recipient. Further, SR understands that it might have one or more sub-recipients when performing this contract.

5.6 **Registration requirements.** SR and its first-tier subgrantees and subcontractors must register and maintain their registration in the Central Contractor Registration at all times during which they have active federal awards funded with Recovery Act funds.

5.7 **Enforceability.** SR agrees that if it or one of its subcontractors or subgrantees fails to comply with all applicable federal or state requirements, or both, OEI may withhold or suspend, in whole or in part, any payments to SR under this contract, or recover misspent funds from SR. This provision is in addition to all other remedies available to OEI.

5.8 **Recovery Act reporting requirements.** Under Section 1512 of the Recovery Act, OEI, as the prime recipient, must submit a report to the federal government no later than 10 calendar days after the end of each calendar quarter ("Reporting Period"). This report must contain the information outlined below. Accordingly, SR agrees to provide the State of Iowa with the following information in a timely manner and in the format or form required by OEI:

- .A The total amount of Recovery Act funds received by SR during the Reporting Period;
- .B The amount of Recovery Act funds that were expended or obligated during the Reporting Period;
- .C A detailed list of all projects or activities for which Recovery Act funds were expended or obligated, including:
 - .1 the name of the project or activity;
 - .2 a description of the project or activity;
 - .3 an evaluation of the completion status of the project or activity;
 - and
 - .4 an estimate of the number of jobs created in the number of jobs retained by the project or activity.
- .D For any subcontracts or sub-grants equal to or greater than \$25,000:
 - .1 The name of the entity receiving the sub-award;
 - .2 The amount of the sub-award;
 - .3 The transaction type;
 - .4 The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - .5 Program sources;
 - .6 An award title descriptive of the purpose of each funding action;
 - .7 The location of the entity receiving the sub-award;
 - .8 The primary location of the sub-award, including the city, state, Congressional District, and country;

.9 A unique identifier of the entity receiving the sub-award and the parent entity of the Contractor/Grantee, should the entity be owned by another; and

.10 The names in total compensation of the five most highly compensated officers of the company if it received: (1) 80% or more of its annual gross revenues in Federal award; and (2) \$25,000,000 or more in annual gross revenue from Federal awards.

.E For any subcontracts or sub-grants of less than \$25,000 or two individuals, the information required in subparagraph D may be reported in the aggregate and requires the certification of an authorized officer of the vendor or grantee that the information contained in the report is accurate.

.F Any other information requested by the State of the Iowa or required by state or federal law or regulation.

.G Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act were published in the Federal Register on April 1, 2009 (74 FR 14824), and once approved will be provided online at www.FederalReporting.gov.

5.9 Department of Energy's reporting requirements. In addition to any other reporting requirements, the Department of Energy's Federal Reporting Checklist—DOE F 4600.2—identifies the reporting requirements for this contract. SR agrees that it will comply with these reporting requirements.

5.10 OMB guidance on reporting requirements.

.A OMB Memorandum M-09-21 dated June 22, 2009, outlines the standard data elements and federal implementation guidance for complying with the reporting requirements under section 1512 of the Recovery Act. SR agrees that it will comply with OMB Memorandum M-09-21 and timely provide the information required by that memorandum to OEI.

.B OMB Memorandum M-10-08 dated December 18, 2009, provides updated guidance on Data Quality, Non-Reporting Recipients, and Reporting of Job Estimates. SR agrees that it will comply with OMB Memorandum M-10-08 when complying with its reporting obligations.

.C Further, SR agrees that it will comply with any other OMB memorandums or guidances concerning reporting under the Recovery Act.

5.11 SR's failure to comply with reporting requirements. SR's failure to comply with any of the Recovery Act reporting requirements—including, without limitation, paragraphs 5.8, 5.9, and 5.10—constitutes a material breach of this contract. In addition to any other remedy, if SR fails to comply with the reporting

requirements, OEI may withhold further payments, suspend this contract, or terminate this contract.

5.12 Segregation of funds. SR can use Recovery Act funds to supplement, not supplant, other federal funding. SR agrees that it will segregate obligations and expenditures of Recovery Act funds from other funds. In addition, SR must not commingle Recovery Act funds with other funds or use Recovery Act funds for a purpose other than that of making payments for costs allowable under the Recovery Act.

5.13 Prohibition on use of Recovery Act funds. SR must not use any funds made available under this contract for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects. In addition, SR must not use Recovery Act funds (a) for construction, such as construction of mass transit systems and exclusive bus lanes, for the construction or repair of buildings and structures, (b) to purchase land, a building, or structure, or any interest therein, (c) to subsidize fares for public transportation, (d) to subsidize utility rate demonstrations or state tax credits for energy conservation or renewable energy measures, or (e) to conduct or purchase equipment to conduct research, development, or demonstration of energy efficiency or renewable techniques and technologies not commercially available.

5.14 Preservation of open competition.

.A Unless prohibited by state or local laws, SR must ensure that bid specifications, project agreements, or other controlling documents in construction contracts awarded under this contract, or under a subaward under this agreement, do not:

.1 Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or related construction project or projects; or

.2 Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations, on the same or other related construction project or projects.

.B The term “construction contract” as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

.C Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into an agreement with labor organizations.

5.15 Buy American requirement.

.A As required by Section 1605 of the Recovery Act, SR agrees that neither SR nor its subcontractors or sub-grantees will use Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, manufactured goods used in the project are produced in the United States. SR understands this requirement may only be waived by the applicable federal agency if the requirement is determined to be (a) inconsistent with the public interest, (b) the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities of and of a sufficient quality, or (c) inclusion of the relevant manufactured goods produced in the United States will increase the cost of the overall project by more than 25%, as set out in Section 1605 of the Recovery Act.

.B For additional information about waivers of the Recovery Act's Buy American requirement, OEI directs SR's attention the Department of Energy's Guidance on the Buy American Provisions as Applied to Energy Efficiency and Renewable Energy Projects Funded by the American Recovery and Reinvestment Act of 2009 and Administered by the Office of Energy Efficiency and Renewable Energy dated December 17, 2009.

5.16 Wage requirements. As required by Section 1606 of the Recovery Act, SR agrees that all laborers and mechanics employed by contractors and subcontractors on the work funded under this contract will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor under the Davis-Bacon Act, 40 U.S.C. § 3141 et sec.

5.17 Whistleblower protection. SR agrees that both it and its subcontractors and sub-grantees will comply with Section 1553 of the Recovery Act. SR and its subcontractors and sub-grantees must not discharge, demote, or otherwise discriminate against any employee who discloses, in the ordinary course of the employee's duties, information the employee reasonably believes is evidence of (1) gross mismanagement of the contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial or specific damage to public health or safety related to the implementation or use of Recovery Act funds; (4) the abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grants awarded or issued relating to Recovery Act funds. Further, SR agrees that it and its subcontractors and

subgrantees will post notice of the rights and remedies available under Section 1553 of the Recovery Act.

5.18 National Environmental Policy Act (NEPA) requirements. SR cannot take any action using federal funds that would have an adverse affect on the environment or limit the choice of reasonable alternatives before the Department of Energy or OEI provides either a NEPA clearance or a final NEPA decision about the project. If SR proceeds with activities that are not authorized for federal funding of the Department of Energy Contracting Office before the final NEPA decision, SR risks not receiving federal funding and those costs may not be recognized as allowable cost. If the contract includes construction activities, SR must submit an environmental evaluation report or evaluation notification form regarding NEPA issues before the Department of Energy or OEI initiating the NEPA process.

5.19 National Historic Preservation Act. Before expending any Recovery Act funds to alter any structure or site that are listed or eligible for listing in the National Register of Historic Places, SR must first comply with Section 106 of the National Historic Preservation Act (NHPA), consistent with the Department of Energy's 2009 letter of delegation of authority about the NHPA.

5.20 False Claims Act. SR agrees that it will promptly refer to an appropriate Federal Inspector General any credible evidence that a principal, employee, agent, sub-grantee, subcontractor, or other person has committed 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.

5.21 Non-discrimination. SR must comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients of federal financial assistance.

5.22 Job posting requirements. Section 1512 of the Recovery Act requires the State of Iowa to report on the jobs created and retained as a result of the stimulus funds. SR agrees to post job opportunities created in connection with the projects funded in whole or in part with Recovery Act funds on the State of Iowa job opportunity website and the federal Recovery Act website, if required.

5.23 Inspection of records. SR agrees that it will permit the United States Comptroller General or its representative or the appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 or its representative (1) to examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) to interview any officer or employee of SR or any of its subcontractors or sub-grantees regarding the projects funded with Recovery Act funds.

5.24 **Lobbying restrictions.** By accepting funds under this contract, SR agrees that none of the funds under this contract will 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.

5.25 **Suspension and debarment.** SR agrees that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and 44 CFR Part 17, or are on the disbarred vendors list at www.epls.gov. Further, SR will notify OEI by certified mail if SR or any of its agents become debarred, suspended, or voluntarily excluding during the term of this contract.

5.26 **Flow-down requirements.** SR must include the terms of this contract in any subaward or subcontract.

6. **Monitoring activities.**

6.1 OEI has the right to monitor SR's performance of this contract—including the performance of SR's subcontractors, subgrantees, or sub-recipients—to verify that SR is complying with this contract.

6.2 Monitoring activities include, but are not limited to:

- .A a 100% inspection;
- .B a random sampling;
- .C a periodic inspection;
- .D inspecting any document related to SR's performance of this contract;
- .E auditing or reviewing any documents related in any way to any payments under this contract;
- .F inspecting the work at any time;
- .G allowing its consultants, agents, or experts to examine or evaluate completed work, work in progress, payments, or any other matter related in any way to SR's performance of this contract;

.H examining the books, ledgers, documents, papers, and records related in any way to this contract; and

.I attending any meetings where SR discusses matters related to the performance of this contract.

7. **Termination.**

7.1 **Immediate termination by OEI.** OEI may immediately terminate this contract when one or more of the following events occurs:

.A SR fails to comply with any provision of this contract that provides for immediate termination; or

.B OEI determines that SR made a statement, representation, warranty, or certification that is materially false, deceptive, incorrect, or incomplete.

7.2 **Termination on notice by OEI.** Following 30 days' written notice, OEI may terminate this contract in whole or in part for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, OEI will pay SR, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination.

7.3 **Termination for cause by OEI.** OEI may declare SR to be in default of its obligations under this contract when any of the following events occurs:

.A SR fails to observe and perform any covenant, condition or obligation created by the contract;

.B SR fails to make substantial and timely progress toward performance of the contract;

.C SR's work product and services fail to conform with the requirements of this contract; or

.D SR's work product or services infringe on any patent, trademark, copyright, trade dress or any other intellectual property right.

7.4 **Notice of default.** If there is a default event that SR can cure, OEI must provide written notice to SR requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, OEI may:

.A immediately terminate the contract without additional written notice; or

.B enforce the terms and conditions of the contract and seek any legal or equitable remedies.

In either event, OEI may seek damages due to the breach or failure to comply with the terms of the contract.

7.5 Termination by OEI due to lack of funds or change in law. Despite anything in this contract to the contrary, and subject to the limitations, conditions, and procedures set forth below, OEI may terminate this contract without penalty by giving 60 days' written notice to SR if any of the following occurs:

.A the legislature or governor fails to appropriate funds sufficient to allow OEI to operate as required and to fulfill its obligations under this contract;

.B if funds are de-appropriated or not allocated;

.C if the federal government reduces or eliminates the federal grant;

.D if OEI's authorization to operate is withdrawn or there a material alteration in the programs administered by OEI;

.E if OEI's duties are substantially modified.

7.6 SR's remedies if OEI terminates the contract due to lack of funds or change in law. If OEI terminates this contract due to lack of funds or change in law as provided above, SR's exclusive, sole, and complete remedy is the payment for services completed prior to and including the date of termination.

7.7 SR's duties on termination. When SR receives OEI's notice of termination for any reason allowed under this contract, SR must:

.A cease all work under this contract except any work that OEI directs SR to perform;

.B comply with OEI's instructions for the timely transfer of any active files and related work product; and

.C cooperate in good faith with OEI during the transition period between the notification of termination and the substitution of any replacement contractor.

7.8 Set off. Should OEI obtain a money judgment against SR because of a default under this contract, SR consents to such judgment being set off from moneys owed

SR by the State of Iowa or any other agency of the State of Iowa under any other contract.

8. Indemnification.

8.1 SR's indemnification of OEI. SR must indemnify the State of Iowa and OEI from any and all liabilities, damages, settlements, judgments, costs and expenses, related to or arising from:

- .A SR's violation of this contract;
- .B SR's negligent acts or omissions;
- .C SR's performance or attempted performance of this contract;
- .D SR's failure to comply with all local, state and federal laws and regulations; or
- .E SR's failure to make all reports, payments and withholdings required by Federal and State law with respect to social security, employee income and other taxes, fees or costs required by SR to conduct business in the State of Iowa.

8.2 Survives termination. All indemnification obligations imposed by this section survive the termination of this contract.

9. Insurance. SR agrees to procure and maintain insurance required to protect any work funded in whole or in part under this contract.

10. Fiscal procedures.

10.1 SR's accounting system. SR represents that its accounting system is adequate to comply with this contract.

10.2 Audit exceptions. If an authorized federal or state audit takes exception to the services provided under this contract for which federal or state reimbursement has been paid, SR must refund the reimbursement if the audit exception is due to the SR's error. If the audit exception is due solely to the Department's error, the Department is responsible for the reimbursement. If the audit exception is a joint responsibility, the parties will work together to achieve an equitable resolution.

11. Compliance with laws.

11.1 In general. SR must comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing services under this contract. SR represents that it has complied with all federal, state, and local laws

regarding any business permits and licenses that may be required to carry out the work to be performed under this contract.

11.2 **Compliance with anti-discrimination laws.**

.A SR must comply with all laws applicable to the prevention of discrimination in employment.

.B In addition, SR, as a sub-recipient of a federal grant, must comply with all laws prohibiting discrimination on the basis of race, color, national origin, age, religion, sex, or disability in the delivery of services or benefits.

11.3 SR agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

12. **Certification.** By signing this contract, SR certifies that it will comply with all applicable federal and state laws including, without limitation, the Recovery Act. This certification is a material representation of act upon which OEI is relying when entering into this contract. A false certification constitutes a material breach of this contract.

13. **Contract administration.**

13.1 **Amendments.** No supplement, modification, or amendment of this contract will be binding unless it is in writing and signed by both parties.

13.2 **Third parties.** This contract has no third party beneficiaries; it benefits only OEI and SR.

13.3 **Assignment and delegation.** No party may assign, transfer, or convey in whole or in part this contract without the prior written consent of the other party. For purposes of this clause, a transfer of a controlling interest in SR constitutes an assignment.

13.4 **Choice of law and forum.** Iowa law governs this contract without regard to its choice-of-law provisions. Any litigation arising out of or related to this contract must be brought in Des Moines, Iowa, Polk County District Court.

13.5 **Representations.** Each party represents to the other that:

.A It has the right, power, and authority to enter into and perform its obligations under this contract.

.B It has taken all requisite action (corporate, statutory, or otherwise) to approve the execution, delivery, and performance of this contract.

.C This contract constitutes a legal, valid, and binding obligation on itself in accordance with its terms.

13.6 **Integration.** This contract constitutes the entire agreement between the parties and none of the parties are relying on any representations that may have been made that are not included in this contract.

13.7 **Not a joint venture.** Nothing in this contract creates the relationship of a partnership, joint venture, or other association of any kind, or agent and principal relationship between the parties. Each party is an independent contractor to the other contracting for services and acting toward the mutual benefits derived from this contract. No party, unless otherwise specifically authorized in this contract, has the authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or be binding on another party to this contract.

13.8 **Obligations beyond the term of this contract.** This contract will remain in full force and effect to the end of the specified term or until terminated or canceled under this contract. All obligations of the parties incurred or existing under this contract as of the expiration, termination, or cancellation will survive the termination or cancellation of this contract.

13.9 **Supersedes former agreements.** This contract supersedes all prior contracts between OEI and SR for the services provided under this contract.

13.10 **Waiver.** No waiver of any term of this contract constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver of that term. No waiver is binding unless it signed in writing by the waiving party.

13.11 **Notices.** Whenever this contract requires a party to send notice or other communication to the other party, the notice must be in writing and must be delivered personally or sent by certified or registered mail, or by overnight courier, postage prepaid, to the addresses identified in the Term Sheet. A notice is effective either (1) on the day of personal delivery, or (2) two days after the date of mailing, whichever is earlier.

13.12 **Severability.** If any term of this contract is for any reason invalid or unenforceable, the rest of the contract remains fully valid and enforceable.

13.13 **Cumulative rights.** The various rights, powers, options, elections, and remedies of any party in this contract are cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains unremedied, unsatisfied, or undischarged.

13.14 Time is of the essence. Time is of the essence with respect to the performance of the terms of this contract.

13.15 Successors in interest. This contract binds and inures to the benefit of all parties and their successors, assigns, and legal representatives.

13.16 Record retention and access. SR must maintain books, records, and documents that sufficiently and properly document and calculate all charges billed to OEI throughout the term of this contract for a period of at least 5 years following the date of final payment or completion of any required audit, whichever is later. SR must permit the Auditor of the State of Iowa or any authorized representative of the State of Iowa and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of SR relating to orders, invoices, or payments or any other documentation or materials pertaining to this contract. SR must not impose a charge for audit or examination of SR's books and records.

EXHIBIT A OF SAMPLE CONTRACT

DESCRIPTION OF THE PROJECT AND AWARD BUDGET

TO STATE ENERGY GRANT SUB-RECIPIENT CONTRACT

DESCRIPTION OF THE PROJECT AND AWARD BUDGET

1. General

Name of SR:

County:

Address:

Project Title:

Contract #

2. Project Description/Scope of Work

3. Award amount: \$

Type Award: Grant

Project Start Date: estimated:

Project Completion Date: estimated:

4. Financial procedures and payment schedule:

a. Payment and invoicing procedures: OEI will pay SR consistent with the payment schedule identified below and paragraph 4 of this contract. To be paid, SR must provide OEI with an invoice, a GAX form, and a progress report.

b. Retainage: OEI will retain 5% of each payment until submission of the final report.

c. Performance measures, acceptance criteria, and payment schedule:

TASK	COMPLETION DATE	PERFORMANCE MEASURES	ACCEPTANCE CRITERIA	PAYMENT
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5. Recovery Act compliance.

a. Compliance with Davis-Bacon.

- SR must sign a DOL Standard Form 1413, Statement of Acknowledgement signifying an understanding of Davis Bacon compliance requirements.
- The wage determination for _____ County, dated 1 January 2010, is attached as Exhibit B of this contract.
- Each Friday, SR must submit a Weekly Certified Payroll on a Form WH347 to OEI by **e-mail to:**
 Iowa Office of Energy Independence
 ATTN: EECBG Program Manager
 Wallace State Office Building
 502 East 9th Street
 Des Moines, Iowa 50319

b. Compliance with Recovery Act reporting requirements.

- SR must provide quarterly Recovery Act progress reports at <https://www.iowagrants.gov/index.do> no later than December 26, March 25, June 25, and September 25 of each year of this contract. In addition to any other requirements, each progress report must include updated project progress to include accomplishments or setbacks, updated development timelines, receipts, and invoices for reimbursements.

- SR must provide a final report to OEI upon completion of the project. SR must send the final report to <https://www.iowagrants.gov/index.do>. Among other thing, the final report must include a synopsis of the completed project, performance measures achieved, financial information, and any other information requested by OEI.

c. Alternative way of reporting information.

If SR is unable to submit reports, and other deliverables electronically as described above, SR may submit hard copies of those reports to:

Iowa Office of Energy Independence
 ATTN: EECBG Program Manager
 Wallace State Office Building
 502 East 9th Street
 Des Moines, Iowa 50319

d. Table summarizing reporting deadlines.

Report	Due no later than
Weekly Certified Payroll (Form WH347):	6:00 p.m. each Friday of each week during construction
Quarterly Recovery Act, Progress, and Invoice Reports:	March 25, June 25, September 25, and December 26 of each year of this contract
Final Report:	30 days after project completion

e. OEI’s receipt of reports is no waiver.

By receiving any report, OEI does not waive its ability to challenge any a report for failing to comply with this contract at a later date. Nor does OEI’s receipt of a report waive any remedy it may have against SR for the report failing to comply with this contract.

EXHIBIT B

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. WASTE STREAM

Prior to the expenditure of Federal funds to dispose of sanitary or hazardous waste, the subrecipient 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 OEI Contracting Officer shall consider compliance with this clause complete only after the subrecipient has submitted adequate documentation to OEI for its review, and OEI has provided written approval to the subrecipient of its proposed plan to dispose of its sanitary or hazardous waste.

2. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other contrary provisions, the State of Iowa shall not be responsible for or have any obligation to the subrecipient for (i) Decontamination and/or Decommissioning (D&D) of any of the subrecipient's facilities, or (ii) any costs which may be incurred by the subrecipient in connection with the D&D of any of its facilities due to the performance of the work under the Iowa EECBG program, whether said work was performed prior to or subsequent to the effective date of the Grant Agreement.

3. PROGRAM INCOME

If a subrecipient earns program income during the project period as a result of this award, the subrecipient must add the program income to the funds committed to the award and utilize the funding to further eligible project objectives.

4. PUBLICATIONS

- a. Subrecipients 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 [add name(s) of other agencies, if applicable] under Award Number DE-EE0000812."

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.”

5. 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.

Iowa Office of Energy Independence EECBG Program

Attachment C

Appendix D

Project Title: _____

Project Applicant: _____

Preparer Checklist

If your project includes ground disturbing activities, please go to box 21 and fill out the remainder of the checklist.

- 1) There is a structure, object, or building on the property associated with my project.
- 2) The structure, object, or building is less than forty five (45) years of age.
- 3) The structure, object, or building is not eligible for listing on the National Register of Historic Places.
- 4) The structure, object, or building is not located within the boundaries of a National Register of Historic Places eligible or listed Historic District.

If all four boxes are checked above, please fill out Appendix C(Attachment D): Exempt from SHPO Review, Project Determination Form and stop with the checklist. If not applicable please proceed below.

- 5) The structure, object, or building is forty five (45) years of age or older.
- 6) I have contacted the Iowa Site Inventory Coordinator at SHPO and the object, structure, or building is not eligible for listing on the National Register of Historic Places.
- 7) The structure, object, or building is not in an eligible or listed National Register of Historic Places Historic District.
- 8) All the items included in my scope of work for this project fall either under Category A or Category B of Appendix A. There are no work items that fall outside of either of these two categories.

If all four boxes from 5-8 are checked above, please fill out Appendix C: Exempt from SHPO Review, Project Determination Form. Please attach the Iowa Site Inventory search results to this document and stop with checklist. If not applicable please proceed below.

- 9) The structure, object, or building is forty five (45) years of age or older.
- 10) I have contacted the Iowa Site Inventory Coordinator at SHPO and the structure, object or building is eligible for listing on the National Register of Historic Places, or is located within the boundaries of an eligible historic district.
- 11) All the items included in my scope of work for this project fall either under Category A or Category B of Appendix A. There are no work items that fall outside of either of these two categories.

If all three boxes from 9-11 are checked above, please fill out Appendix C: Exempt from SHPO Review, Project Determination Form. Please attach the Iowa Site Inventory search results to this document and stop with checklist. If not applicable please proceed below.

- 12) The structure, object, or building is forty five (45) years of age or older.
-

13) I have contacted the Iowa Site Inventory Coordinator at SHPO and the structure, object or building has not been previously evaluated or surveyed.

14) All the items included in my scope of work for this project fall either under Category A or Category B of Appendix A. There are no work items that fall outside of either of these two categories.

If all three boxes from 12-14 are checked above, please fill out Appendix C: Exempt from SHPO Review, Project Determination Form. Please attach the Iowa Site Inventory search results to this document and stop with the checklist. If not applicable please proceed below.

15) The structure, object, or building is forty five (45) years of age or older or is eligible for listing on the National Register of Historic Places or is located within an eligible Historic District.

16) I have contacted the Iowa Site Inventory Coordinator at SHPO.

17) A work item included within my scope of work falls under Category C of Appendix A or is not listed under Category A or B of Appendix A.

If all three boxes from 15-17 are checked above, please fill out the Request for SHPO Comment Form. Be sure to fill out Section I completely. Fill out section II under the architecture check box, and provide all information requested under that box, along with stopping with the checklist. If not applicable please proceed below.

18) The structure, object, or building is forty five (45) years of age or older.

19) I have contacted the Iowa Site Inventory Coordinator at SHPO and the structure, object or building has not been previously evaluated or surveyed.

20) A work item included within my scope of work falls under Category C of Appendix A or is not listed under Category A or B of Appendix A.

If all three boxes from 18-20 are checked above, please fill out the Request for SHPO Comment Form. Be sure to fill out Section I completely. Fill out section II under the architecture check box, and provide all information requested under that box, then stopping with the checklist. If not applicable please proceed below.

- 21) My scope of work includes ground disturbance.
- 22) I also have a structure, object or building is less than forty five years of age and is not eligible for listing on the National Register of Historic Places or located within an eligible historic district.

If boxes 21 & 22 are checked above, please fill out the Request for SHPO Comment Form. Be sure to fill out Section I completely. Fill out section II under the archeology check box, and provide all information requested under that box, then stopping with the checklist. If not applicable please proceed below.

- 23) My scope of work includes ground disturbance.
- 24) I also have an object, structure or building that is either forty five years of age or older, eligible for listing on the National Register of Historic Places, or located within an eligible historic district.

If boxes 23 & 24 are checked above, please fill out the Request for SHPO Comment Form. Be sure to fill out Section I completely. Fill out section II under the archeology and architecture check boxes, and provide all information requested under that box, then stopping with the checklist. If not applicable please proceed below.

**For Additional Guidance Please Contact:
Jeremy Ammerman, Architectural Historian for Disaster Recovery Efforts Phone:
515-281-4129
Email: Jeremy.ammerman@iowa.gov**

Attachment D

APPENDIX C

Exempt from SHPO Review, Project Determination

After referencing Appendix A of the Programmatic Agreement (PA) to verify that the project activity does not need to be reviewed by SHPO, use this form to document compliance with the SHPO consultation portion of Section 106. This form will be submitted to the Department with your Request for Release of Funds (RROF) and a copy should be put into your environmental review record.

As an example, here are the steps you should take:

- Start Environmental Review
- See if SHPO needs to review the project: Reference Appendix A section of the Programmatic Agreement (PA).
- If the project activity is included fill out this form and include it in your environmental review record.
- Mail Native American comment letters to tribes; you must still do this even if your project activity does not require SHPO review.
- Complete the rest of the Environmental Review.
- Publish Notice
- Submit the Request for Release of Funds; attach a copy of the notice and the *Exempt from SHPO Review, Project Determination Form*.

Note: You must still solicit comment about the project from the Native American Tribes even if you project activity does not need to be reviewed by SHPO.

Recipient Name:

Contract Number:

Recipient Address:

For information on this request, contact:

Contact Name:

Contact Phone Number:

Project Description:

Project Address (Street, City, Zip):

Project County:

Reason Project Activity is Exempt from SHPO Review: reproduce reason from Appendix A of the Programmatic Agreement (PA).

Pictures: Take a before picture of the primary façade of any buildings directly impacted by the project activities. Attach them to this form.

Applicant Certification:

As the duly designated certifying official of the recipient, I also certify that: I am authorized to and do consent to assume the status of responsible federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.

Signature and Title of the Certifying Officer of Applicant