



## Iowa ARRA State Energy Program Request for Proposals



**Please submit to:**

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

## Table of Contents

I.	Introduction .....	1
	American Recovery and Reinvestment Act of 2009.....	1
	The State Energy Program .....	1
	Purpose of Iowa SEP Program.....	1
	Iowa’s Building Energy Smart Program.....	2
	Anticipated Funding.....	2
	RFP Schedule.....	2
	Definitions.....	3
II.	Eligibility Criteria .....	6
	Eligible Applicants.....	6
	Eligible Projects .....	6
	Ineligible Projects and Costs.....	7
	Matching Requirement and Award Ceiling .....	8
III.	Sub-recipient Requirements.....	8
	General Terms and Conditions .....	8
	Project Completion .....	8
	Transparency Requirements.....	9
	Reporting Requirements .....	9
	Davis-Bacon Act.....	9
	Buy American Provision.....	10
	National Environmental Policy Act (NEPA) Requirements.....	10
	National Historic Preservation Act (NHPA) and State Historic Preservation Office (SHPO) Requirements .....	10
	Contractor Requirements .....	11
	Waste Management Plan.....	11
IV.	Selection Process .....	12
	Evaluation Process .....	12
	Evaluation Criteria.....	12
	Notification of Award.....	14
	Rejection of Applications .....	14
V.	Application Process.....	15
VI.	Available Assistance.....	16

VII. Application Form ..... 17  
    IOWA ARRA SEP 2010 APPLICATION FORM ..... 17  
    SUBMITAL CHECKLIST ..... 25  
VIII. ATTACHMENTS ..... 26  
    ATTACHMENT A ..... 27  
    ATTACHMENT B ..... 48  
    ATTACHMENT C ..... 54  
    ATTACHMENT D ..... 55  
    ATTACHMENT E ..... 56  
    ATTACHMENT F ..... 57

# **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 improvements and renewable energy resources utilization. OEI provides information, resources and financial incentives to implement energy efficiency and renewable energy projects.

This Request For Proposals (RFP) is seeking proposals from eligible entities for qualifying projects that will implement energy efficiency retrofits and install cost effective onsite renewable energy applications. This competitive grant program is intended to provide financial support for the implementation of projects that will move Iowa toward energy independence. This RFP is issued based on the State Energy Program (SEP) under the American Recovery and Reinvestment Act of 2009 (ARRA).

## **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 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.

## **The State Energy Program**

U.S. DOE's State Energy Program (SEP) provides grants to the states to design and carry out their energy efficiency and renewable energy programs. Funding from the State Energy Program goes to state energy offices in all states and U.S. territories. SEP projects are managed by state energy offices, not by DOE directly. The results from the State Energy Program reflect the work of state energy offices. The outcome is an innovative deployment of energy efficiency and renewable energy technologies across the geographic panorama of the United States and its territories.

## **Purpose of Iowa SEP Program**

The purpose of the Iowa State Energy Program is to provide leadership to maximize the benefits of energy efficiency and renewable energy through communications and outreach activities, technology deployment, and accessing new partnerships and resources. Working with DOE, state energy offices address long-term national goals to:

- Increase the energy efficiency of the Iowa economy

- Reduce energy costs.
- Improve the reliability of electricity, fuel, and energy services delivery.
- Develop alternative and renewable energy resources.
- Promote economic growth with improved environmental quality.
- Reduce our reliance on imported oil.

## Iowa’s Building Energy Smart Program

The Building Energy Smart Program (BEST) provides financing, technical assistance, and program management to install energy efficient and renewable energy projects in public schools, local government buildings, community colleges, and non-profit organizations that qualify for municipal financing. Since 1988 the BEST program, formally known as the Iowa Energy Bank program, helped Iowans save over \$200 million in energy costs. The energy saved by implementing energy efficiency technologies and renewable energy options pay for improvements. Money and energy saved is an investment in Iowa’s buildings. Call 1-877-571-6625 to learn more about opportunities with the BEST program.

## Anticipated Funding

Up to \$4,000,000 of ARRA SEP funds will be available to be awarded under this RFP. This is a competitive funding process.

**Maximum Award Amount:** OEI may provide a grant award up to 33 percent of Total Project Costs with a maximum award of \$1,000,000 per applicant. Funding decisions are made as funding is available and OEI is not obligated to provide the maximum grant amount.

## RFP Schedule

Event	Date
Release of RFP	March 12, 2010
First day OEI starts to review applications and makes awards	May 1, 2010
Final day OEI will accept applications*	July 30, 2010
Expected Date of Award to Sub-recipients	July 1 to September 1, 2010
Project Start Date	July to September 2010
Project Completion Date	April 1, 2012

- \* Once OEI had selected enough projects to exhaust the available funds under this RFP or when July 30, 2010 is reached, whichever occurs first, OEI will stop accepting or reviewing further proposal submissions.

## 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 5% of the total project costs or \$5,000.00 whichever is less. Examples of administration costs that may be included are (but not limited to) reporting, documentation, monitoring and verification incurred in the management of the award contract.

“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 a qualified professional; 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 reviewed further and will be declined for an award. Applications of unacceptable technical quality are not cost-effective.

“Applicant” means an eligible applicant.

“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 energy project expenditures.

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

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

“Comprehensive” means that the energy audit or technical engineering analysis provides energy management improvement projects from each of the prescribed categories or provides documentation explaining why there are no energy management improvement opportunities for the category. In the case of new construction “comprehensive” means that the life cycle cost analysis has been done in accordance with Office life cycle cost analysis guidelines. Studies that are not comprehensive are not cost-effective and are of unacceptable technical quality.

“Cost-effective” is defined as having a simple payback within the useful life of the proposed project application. On new construction the project is cost-effective if the simple payback on the incremental cost is within the useful life of the project. Cost-effectiveness on new construction must be proven through a Life Cycle Cost Analysis conducted in accordance with Office guidelines. On heating, cooling and distribution

system replacements the project is cost-effective if the simple payback of the incremental cost (versus a code compliant base case alternative) is within the useful life of the project. Analyses of unacceptable technical quality are not cost-effective. Life Cycle Cost Analysis Guidelines can be found on the OEI website at [www.energy.iowa.gov](http://www.energy.iowa.gov).

“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.

“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 contract provided by OEI to the Sub-recipient, that outlines the terms and conditions the Sub-recipient 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 (CO<sub>2</sub>), Methane (CH<sub>4</sub>), and Nitrous Oxide (N<sub>2</sub>O) and Fluorinated gases.

“Incremental cost” is the difference in new construction first cost between the lowest first cost option, net of any utility rebate or incentive, and the lowest life cycle cost alternative.

“Life cycle cost analysis” (LCCA) is an economic method used to evaluate building design alternatives with different levels of energy efficiency. It is a method that can be applied to any capital investment decision in which higher initial costs are exchanged for reduced future operating costs. The mutually exclusive design alternative with the

lowest life cycle cost is the most cost-effective. Refer to the Iowa OEI Life Cycle Cost Analysis Guidelines ([www.energy.iowa.gov](http://www.energy.iowa.gov)). LCCA is the method used to determine the incremental cost of new construction. Life cycle cost analysis of new construction requires the evaluation of design system alternatives for domestic hot water; lighting; building thermal envelope; and heating, ventilating, and air-conditioning (HVAC).

“Matching funds” means funds made available to the project from sources other than Iowa ARRA SEP dollars to further the objectives of the project.

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

“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 is completed.

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

“Project Cost” of an Energy Management Improvement (EMI) includes all ownership costs (installation, replacement, etc.) 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 project cost (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.

“Sub-recipient” means an entity that has been awarded a grant under the Iowa ARRA SEP 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 are strongly recommended to be used and can be found at [www.energy.iowa.gov](http://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 as determined by OEI; 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](http://www.energy.iowa.gov)) or the time period estimated that the facility or EMI installation will be in use.

## II. Eligibility Criteria

### Eligible Applicants

Eligible applicants under this RFP are limited to municipal organizations that are eligible to issue tax-exempt debt under section 103 of the Internal Revenue Code, including schools districts, cities, counties, and other local government agencies, or other non-profit entities that are eligible to issue tax-exempt debt under the Internal Revenue Code.

Project sites must be within the legal limits of the State of Iowa and must comply with all relevant federal, state and local law and rules.

### Eligible Projects

SEP funding under this RFP must be used for energy efficiency improvements and for renewable energy application in or on buildings of the eligible applicants. Eligible projects must be physically located within the State of Iowa, cost effective and meet the review criteria.

In order to create jobs to stimulate the economy as soon as possible, only projects that are eligible for categorical exclusion (CX) from National Environmental Policy Act (NEPA) review will be allowed under this RFP. Projects eligible for NEPA CX must be within the following boundaries:

1. Development, implement and installation of energy efficiency retrofits, provided that:
  - Projects are limited to: installation of insulation; installation of energy efficient lighting; upgrading HVAC systems; replacement of windows and doors; purchase and installation of demand reduction equipment.
2. Development, implementation, and installation of onsite renewable energy technology that generates electricity from renewable resources, provided that:
  - Projects are limited to:
    - 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.
    - Wind Turbine - 20 KW or smaller.
    - Solar Thermal - system must be 20 KW or smaller.
    - Solar Thermal Hot Water - appropriately sized for residences or small commercial buildings.
    - Ground Source Heat Pump - 5.5 tons of capacity or smaller, horizontal/vertical, ground, closed-loop system.
    - Combined Heat and Power System - boilers sized appropriately for the buildings in which they are located.
    - Biomass Thermal - 3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies (BACT) installed and operated.

## **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 prior to the execution of a grant contract.
- E. Funds for buying or leasing property.
- F. Energy projects which are not cost effective.
- G. Applicants that fail to demonstrate that projects will be completed on or before April 1, 2012.
- H. Projects that fail to meet the match 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 SEP description.

## Matching Requirement and Award Ceiling

Matching funds means funds made available to the project from sources other than Iowa SEP funds. Examples of matching 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.

A minimum of 2 to 1 match is required. That is, for every dollar of ARRA SEP funding requested, applicant must match with two dollars.

If the applicant cannot secure other sources of match funding, the applicant is strongly encouraged to work with OEI's Building Energy Smart Program to secure third party financing to match the SEP funding. The toll free number to call for Building Energy Smart Program is 1-877-571-6625.

No more than \$1 million will be granted to any single eligible applicant.

Iowa SEP funds may be used in conjunction with other funding, but Applicants should note that **tracking and reporting of Iowa SEP funding must be kept** separately 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.

## III. Sub-recipient Requirements

### General Terms and Conditions

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

In addition, the Sub-recipient must comply with all governing requirements of their subgrant.

### Project Completion

All projects that receive funding under Iowa SEP **must be completed on or before March 31<sup>st</sup>, 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 Sub-recipient shall not be reimbursed for costs incurred at their risk.

## Transparency Requirements

All files, progress reports, financial reports, documents and data pertaining to SEP funding 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>

The OEI reserves the right to conduct commissioning and Monitoring & Verification (M&V) for any and all SEP funded projects. If a project is selected for commissioning and M&V, the sub-recipient must allow access to files, space, equipment, and data for OEI or OEI's representative to conduct these activities.

## 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.

Sub-recipients 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 Sub-recipient. OEI reserves the right to structure reporting requirements on a project-specific basis.

## 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 Sub-recipient 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 projects. 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.

## **Buy American Provision**

In accordance with ARRA, §1605, the Recipient 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.

## **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 SEP 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, Sub-recipients 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/>

Please refer to Attachment E and F for required documentation to be submitted.

## **National Historic Preservation Act (NHPA) and State Historic Preservation Office (SHPO) 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>.

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 work items identified in ATTACHMENT B 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 these undertakings have a limited potential to affect historic properties per CFR 800.4 (d). The OEI will not be required to consult further with SHPO for these work items. The Office of Energy Independence strongly encourages applicants to consider projects that meet the exempt criteria.

For projects that are exempt from Section 106 review please see APPENDIX B of ATTACHMENT B of this RFP.

**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 ARRA SEP application, which OEI and the Iowa SHPO will review for compliance with Section 106 of NHPA.**

## **Contractor Requirements**

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

## **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 Sub-recipients shall submit to OEI a waste management plan that describes the Sub-recipient'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.

# IV. Selection Process

## Evaluation Process

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 the application meets technical analysis requirements.

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.

## 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 or is the proposed new construction the lowest life cycle cost alternative? Life cycle cost analyses must be conducted according to Office guidelines at [www.energy.iowa.gov](http://www.energy.iowa.gov).
- 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:

<b>Mandatory Criteria</b>	
<input type="checkbox"/>	<p><b>Matching fund and budget reasonableness</b>            A minimum matching fund ratio of 2:1 applicant vs. grant is required. The funding requested, when combined with other funding, must be sufficient to complete the proposed project. Letters of financial support and partnerships, including commitment letters from utility companies, must be included. Project cost must be reasonable and is budgeted appropriately to meet the requirements of Davis-Bacon Act, Buy American Act, National Historic Preservation Act, and National Environmental Policy Act.</p>
<input type="checkbox"/>	<p><b>Eligibility of applicants</b>            Applicants meet the eligibility criteria set forth in this RFP to apply for funding.</p>

<b>Mandatory Criteria</b>	
<input type="checkbox"/>	<b>Administrative capability</b> Applicant must demonstrate 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.
<input type="checkbox"/>	<b>Acceptable technical quality</b> Acceptable technical quality means that the application received a “yes” for all of the questions listed under “Technical Quality Review Procedure”.
<input type="checkbox"/>	<b>Applicant certification</b> 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

<b>Scaled Criteria</b>	<b>Points</b>
<input type="checkbox"/> <b>Energy savings</b> <ul style="list-style-type: none"> <li>▪ MMBTU saved or generated per \$1,000 of grant requested</li> </ul> <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>	Up to 100

## Notification of Award

After the review and selection process is completed, the Sub-recipient will be notified that the project has been approved for funding at a specified amount. The Sub-recipient will also receive a Grant Agreement Contract, which must be signed and mailed back to OEI within 30 days. The Grant Agreement Contract contains terms and conditions the grant recipient must follow.

## Rejection of Applications

Unsuccessful Applicants will be informed in writing. Application documents will not be returned.

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 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 Iowa ARRA SEP.
- E. The proposed project is lacking technical quality or technical information.

## **V. 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 VII of this RFP.

Applicants must register with state's grant application website at [www.iowagrants.gov](http://www.iowagrants.gov) if they intend to apply. Due to limited available funding, applicants are strongly encouraged to notify OEI of their intention to apply and their estimated timeframe for applying. Online application will be activated on Tuesday, March 23, 2010.

Applicants are strongly encouraged to submit applications electronically through this website: [www.iowagrants.gov](http://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 to the Iowa Office of Energy Independence at the following address. When submitting paper copies of application, standard form in Section VII of this RFP must be followed and Applicant is required to accompany the paper application with an electronic copy on a CD or DVD.

Please submit the application to:

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

Applications may be submitted any time before 4 pm, Iowa time, July 30, 2010.

OEI will start reviewing and awarding projects on May 1, 2010.

The grant award will be made on a first come, first served basis.

Once all the funds are obligated, OEI will stop accepting or reviewing applications.

## **VI. Available Assistance**

Applicants may submit questions at any time during the application process.

Due to limited availability of staffing, applicants must submit any and all questions with regard to this RFP via email to: [SEPBEST@iowa.gov](mailto:SEPBEST@iowa.gov)

OEI staff will compile answers and distribute answers via the OEI website and email list to registered applicants every Friday.

OEI will host two informational conference calls for this RFP on April 1<sup>st</sup> and April 2<sup>nd</sup> at 10:00 am. Questions and answers from these two conference calls will also be made available on the OEI website and emailed to registered applicants.

OEI will also host an informational session on April 8<sup>th</sup> and 15<sup>th</sup> from 2:00 pm-4:00 pm to provide guidance concerning the state's grant application website, [www.iowagrants.gov](http://www.iowagrants.gov). During these sessions OEI will explain the online registration process, components of the online application, and how to successfully complete an online application.

Applicants are strongly encouraged to register with [www.iowagrants.gov](http://www.iowagrants.gov) and OEI's recovery team at the following email address, [SEPBEST@iowa.gov](mailto:SEPBEST@iowa.gov), as soon as possible to receive the most up to date information including, but not limited to, changes to this RFP application.

Please visit the OEI website at [www.energy.iowa.gov](http://www.energy.iowa.gov) for additional information.

# VII. Application Form

## IOWA ARRA SEP 2010 APPLICATION FORM

### 1. APPLICANT INFORMATION

Name of Applicant Entity		
Mailing Address:		
County:	State Tax ID:	Federal Tax ID:
Phone:	Fax:	E-mail:
DUNS Number:	Congressional District:	

### 2. APPLICANT'S CHIEF EXECUTIVE OFFICER- AUTHORIZED SIGNATORY

Name:					
Salutation:	Mr.	Ms.	Mrs.	Dr.	Honorable
Title:					
Mailing Address:					
Phone:	Fax:	E-mail:			

### 3. APPLICATION PREPARER/STAFF CONTACT INFORMATION

Name:					
Salutation:	Mr.	Ms.	Mrs.	Dr.	Honorable
Title					
Affiliation:					
Address:					
Phone:	Fax:	E-mail:			

**4. CERTIFICATION**

*I, the undersigned authorized representative of the Applicant, 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/>.*

<b>Signature of Preparer:</b>		<b>Date:</b>	
<b>Name (print)</b>			

**5. BUDGET DETAIL**

Cost Estimates	Anticipated Funding Sources	
	SEP (\$)	Other Funding Sources (\$)
Administrative Costs (limited to 5% of the total project cost or \$5,000 whichever is smaller)		
Cost of Improvements (must match table 10.Energy Savings)		
Other Costs (Please list separately)		
<b>SUBTOTALS</b>		
<b>TOTAL Project Budget</b>		

- This project budget reflects the cost to comply with the Davis-Bacon Act, National Environmental Policy Act, National Historic Preservation Act, and the Buy American Act.

**6. 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, or state legislative appropriation, or loans.			

*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 rebates and note this in the narrative.*

**7. PROJECT INFORMATION**

Project Name:			
Project Address (if applicable):			
Place of Performance (city and county associated with the city): If multiple places, please list all.			
Age of the Building			
	Yes	No	N/A
Is the building in a historic district?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does this project disturb ground?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 8. 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.*

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

## 9. JOB IMPACT

*Please enter those applicable, if known.*

<b>Type of Impact</b>	<b>Total Hours</b>	<b>Effective Date</b>	<b>Duration in months</b>
Jobs Created			
Jobs Retained			

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

**10. ENERGY SAVINGS**

Complete the following table to summarize energy projects to be completed with this proposed project. Please list individual projects separately.

Energy Management Improvement Title	Electricity Savings (kWh)	Electric Demand Reduction (kW)	Natural Gas Savings (Therms)	Other Fuel Savings (specify units)	Annual Cost Savings (\$/yr)	Net Estimated Cost (\$)	Simple payback (yrs)	Useful Life (yrs)	Cost Effective (Y or N)?
e.g. replace 65 T12 fixtures with T8 fixtures									
e.g. install 2 kW PV									
Total									

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

**11. READINESS**

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

	Yes	No	N/A
<b>All necessary funds other than SEP resources have been secured</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explanation (if necessary):			
<b>Plans and specifications are completed and documentation is attached</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explanation (if necessary):			
<b>Energy assessment or audit is completed and documentation is attached</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explanation (if necessary):			
<b>Staffing and/or contractors are in place</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explanation (if necessary):			

**12. 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.*

### **13. 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 SEP 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.*

### **14. 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*

**15. NATIONAL HISTORIC PRESERVATION ACT/STATE HISTORICAL PRESERVATION OFFICE**

*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 Attachment B and Attachment C or D as applicable.*

**16. 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 categories described in Attachment E of this RFP and does not involve "extraordinary circumstances" within the meaning of 10 C.F.R. Section 1021.410. All applicants are required to fill out Attachment E, if not categorically excluded in Attachment E applicants are required to fill out Attachment F in addition to Attachment E.*

**17. 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.*

## SUBMITAL CHECKLIST

Applicants are strongly encouraged to submit applications electronically through this website: [www.iowagrants.gov](http://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:

- Waste Stream information (Section 14)
- National Historic Preservation Act document (Section 15)
- NEPA planning document, if applicable (Section 16)
- Detailed cost estimate for each activity
- Detailed estimate of energy savings per year
- Documentation of other funding sources and support letters from leveraging sources

# VIII. ATTACHMENTS

**ATTACHMENT A**  
SAMPLE AARA SEP CONTRACT

*State Energy Program Grant Sub-Recipient Contract*

This State Energy Program 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 a State Energy Program (SEP) grant from the United States Department of Energy, Award No. DE-EE000162, to fund energy efficiency and renewable energy improvements for public sector, private sector, and non-profit facilities.

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

**2. Incorporation of documents.**

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

.A Funding Opportunity Announcement, State Energy Program Formula Grants, American Recovery and Reinvestment Act, Funding Opportunity Number DE-FOA-0000052, dated April 24, 2009;

.B OEI's grant application; and

.C Assistance Agreement for Award No. DE-EE000163 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 within the time required by applicable law.

**4.6 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.

**4.7 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.

**4.8 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 Sub-recipients 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 Sub-recipients 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 Sub-recipients 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. Refer to Item 5 of Exhibit A of this document for detailed reporting requirements and submittal deadlines.

.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](http://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. Refer to Item 5 of Exhibit A of this document for detailed reporting requirements and submittal deadlines.

**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 co-mingle 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, and 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 Sub-recipients 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 effect 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.

SR agrees to manage waste generated through this project in accordance with all federal, state and local regulatory requirements. A solid and hazardous waste management plan must be submitted to OEI prior to project implementation. The waste management plan must include, at a minimum;

.A Type(s) and estimated volume(s) of waste that the project proponent anticipates will be generated.

.B The disposal path for each waste stream (e.g., landfill disposal, recycling, reuse).

Waste types will vary by project. Examples of types of waste are asphalt debris, glass, mercury-containing fluorescent lights, scrap metal, paper, asbestos, and lead paint chips.

**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](http://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.

The parties are signing this contract on the date stated in the Term Sheet.

OFFICE OF ENERGY INDEPENDENCE

By: \_\_\_\_\_  
Roya Stanley, Director

SUB-RECIPIENT NAME

By: \_\_\_\_\_  
\_\_\_\_\_

*TERM SHEET*

1. **Sub-recipient.** \_\_\_\_\_ is the Sub-recipient (SR). SR is a \_\_\_\_\_.
2. **Date of signing contract.** The parties have signed this contract on \_\_\_\_\_, 2010.
3. **Term.** The term of this contract is from \_\_\_\_\_, through \_\_\_\_\_, unless the contract is terminated in accordance with this contract.
4. **Notice addresses.** Whenever this contract requires a party to send notice or other communication to the other, the party must send that notice to following addresses:

If to OEI:                   Office of Energy Independence  
                                  Attn: SEP Program Manager  
                                  Wallace State Office Building  
                                  Des Moines, Iowa 50319

If to SR:

                                  Name  
                                  Attn:  
                                  Address

                                  E-mail Address  
                                  Phone Number

*EXHIBIT A*

*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:**

**Address:**

**County:**

**Project Title:**

**Contract #** SEP 10-\_\_\_\_

**2. Project Description/Scope of Work:**

**3. Award amount:** \_\_\_\_\_ **Match amount:** \_\_\_\_\_

**Type Award:** Grant

**Project Start Date:** \_\_\_\_\_

**Project Completion Date:** \_\_\_\_\_

**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. Verification that the expenditure of matching funds is preceding as planned must be included with the submittal.

**b. Payment schedule:**

**Insert Table here**

**5. Performance Measures and Acceptance Criteria**

**Insert measures and criteria here:**

**PM:**

**AC:**

**PM:**

**AC:**

**PM:**

**AC:**

**6. 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 Davis-Bacon Act wage decision for the county or counties in which construction occurs will correspond to the effective date of this contract. OEI will provide the general decision number and wage decision to the SR. The wage decision that is in effect at the time of the effective date of this contract, will remain throughout the entire term of this contract. Current and archived wage decisions can be found at: <http://www.wdol.gov/dba.aspx#0>

- Each Friday of each week during construction, SR must submit a Weekly Certified Payroll on a Form WH347 to OEI at <https://www.iowagrants.gov/index.do>
- SR must retain the original, signed weekly form. The file must be available for review for a period of three years from project completion.

**b. Compliance with Recovery Act reporting requirements.**

- SR must provide monthly Recovery Act progress reports at <https://www.iowagrants.gov/index.do> no later than the 25<sup>th</sup> day of the month for each year of this contract. In addition to any other requirements, each progress report must include the following information for the preceding month:
  1. Cumulative number of individuals compensated for any amount of work during the time period;
  2. Updated project progress to include accomplishments or setbacks;
  3. Updated development timelines;
  4. Quantification of performance measures achieved.
- 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:
  1. Jobs created through both Recovery Act funds and non-federal funds;
  2. Cumulative number of individuals compensated for any amount of work during the time period;
  3. Updated project progress to include accomplishments or setbacks;
  4. Updated development timelines;
  5. Quantification of performance measures achieved;
  6. 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 things, the final report must include:
  1. A synopsis of the completed project;
  2. Job creation/retention statistics;
  3. Before/during/after photo documentation if pictorial history is relevant;
  4. Performance measures achieved;
  5. Quantification of energy saving and cost saving results to date;
  6. Quantification of energy saving and cost saving projections for the next three calendar years;
  7. Construction punchlist, commissioning reports, and other technical project evaluations resulting from project implementation;

- 8. Financial information;
- 9. Any other information requested by OEI.

- SR agrees to provide OEI with long term project implementation results as requested following the closure of the project account as necessary to document the ongoing benefits associated with the completion of this project.

**c. Table summarizing reporting deadlines.**

<b>Report</b>	<b>Due no later than</b>
Weekly Certified Payroll (Form WH347):	6:00 p.m. each Friday of each week during construction
Monthly Recovery Act and Progress Reports:	The 25 <sup>th</sup> day of every month of this contract
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

**d. OEI's receipt of reports is no waiver.**

By receiving any report, OEI does not waive its ability to challenge any 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.

# ATTACHMENT B

## Preparer Checklist

Note: Any ground disturbing activities require consultation with the SHPO. Please fill out Part I and II of the “Request for SHPO Comment on a Project” form, under the archeology section, including all the requested information, and submit to OEI for review. Please fill out only one “Request for SHPO Comment on a Project” form for each project, (i.e. if you are disturbing ground *and* making physical alterations to a building on a project, fill out both portions of part II and submit all required information and documentation to OEI for review and comment).

- 1) The structure, object, or building, associated with this project is less than forty five (45) years of age *and* there are no ground disturbing activities.

**If you checked box 1, please fill out the “Exempt from SHPO review” form (ATTACHMENT C). No further action is required – sign, and submit this form to OEI. If box one is NOT checked, please continue to number 2.**

- 2) I am receiving Weatherization Assistance Program (WAP) funds.

**If you checked box 2, please continue to box number 3. If you did not check box 2, please proceed to box 5.**

- 3) All my project activities are included within Appendix A, either in sub-section A (exterior work), or/and sub-section B (interior work), and I have no ground disturbing activities associated with my project. [See pages 2-3 of this document]

**If you checked box number 3, please stop and fill out the “Exempt from SHPO review” form (ATTACHMENT C). No further action is required – sign, and submit this form to OEI. If you did NOT check box 3, proceed to number 4.**

- 4) A single work item, or numerous items, do not fit within the excluded activities specified in Appendix A, and/or I have ground disturbing activities. [See pages 4-6 of this document].

**If you checked box number 4, please fill out the “Request for SHPO Comment on a Project” form (ATTACHMENT D) along with all the requested information, documentation, and project specifications for review.**

- 5) I am receiving either State Energy Program (SEP) and/or Energy Efficiency Community Block Grant (EECBG) funds for my project.

**If box 5 is checked, please continue to box number 6. If box 5 is not applicable, and you are sure box 2 is also not applicable, then fill out the “Request for SHPO Comment on a Project” form (ATTACHMENT D) along with all requested material and submit to OEI for review.**

- 6) My project is excluded from review because all my activities are included in Appendix B *and* I have no ground disturbing activities. [See pages 4-6 of this document].

**If box 6 is checked, stop and fill out the “Exempt from SHPO review” form (ATTACHMENT C). No further action is required – sign, and submit this form to OEI. If box 6 is NOT checked, please continue to number 7.**

- 7) Not all my project activities for this project are excluded under Appendix B *and/or* I have ground disturbing activities associated with my project. [See pages 4-6 of this document]

**If box 7 is checked please fill out the “Request for SHPO Comment on a Project” form (ATTACHMENT D) and submit it along with all the requested information for review, documentation, and project specifications to OEI for review.**

Preparer’s Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## **SELECTED EXCERPTS FROM THE PROGRAMMATIC AGREEMENT (PA):**

### **APPENDIX A – WEATHERIZATION ASSISTANCE PROGRAM (WAP) UNDERTAKINGS EXEMPT FROM SECTION 106 REVIEW**

All undertakings will be done in accordance with applicable local building codes or the International Building Code, where applicable. In accordance with 36 CFR 800.3(a)(1), [the following undertakings have been determined to have no potential to cause effects on historic properties:](#)

#### **A. Exterior Work**

- 1) Air sealing of the building shell, including caulking, weather-stripping, and other air infiltration control measures on windows and doors, and installing thresholds in a manner that does not harm or obscure historic windows or trim.
- 2) Thermal insulation, such as non-toxic fiberglass and foil wrapped, in walls, floors, ceilings, attics, and foundations in a manner that does not harm or damage historic fabric.
- 3) Blown in wall insulation where no holes are drilled through exterior siding, or where holes have no permanent visible alteration to the structure
- 4) Removable film on windows (if the film is transparent), solar screens, or window louvers, in a manner that does not harm or obscure historic windows or trim.
- 5) Reflective roof coating in a manner that closely resembles the historic materials and form, or with materials that restore the original feature based on historic evidence, and in a manner that does not alter the roofline, or where not on a primary roof elevation or visible from the public right-of-way.
- 6) Storm windows or doors, and wood screen doors in a manner that does not harm or obscure historic windows or trim.
- 7) Repair of primary windows, doors and door frames that closely resemble existing substrate and framing
- 8) Repair of minor roof and wall leaks prior to insulating attics or walls, provided repairs closely resemble existing surface composite

#### **B. Interior Work**

*Special Note:* Undertakings to interior spaces where the work will not be visible from the public right of way; no structural alterations are made; no demolition of walls, ceilings or floors occurs; no drop ceilings are added; or no walls are leveled with furring or moved, should be automatically excluded from **SHPO** review. This work includes:

##### **1. Energy efficiency work within the building shell:**

- a. Thermal insulation in walls, floors, ceilings, attics, crawl spaces, ducts and foundations
- b. Blown in wall insulation where no decorative plaster is damaged.
- c. Plumbing work, including installation of water heaters

- d. Electrical work, including improving lamp efficiency
- e. Sealing air leaks using weather stripping, door sweeps, and caulk and sealing major air leaks associated with bypasses, ducts, air conditioning units, etc.
- f. Repair or replace water heaters
- g. Adding adjustable speed drives such as fans on air handling units, cooling tower fans, and pumps
- h. Install insulation on water heater tanks and water heating pipes
- i. Install solar water heating systems, provided the structure is not visible from the public right of way
- j. Install waste heat recovery devices, including desuperheater water heaters, condensing heat exchangers, heat pump and water heating heat recovery systems, and other energy recovery equipment
- k. Repair or replace electric motors and motor controls like variable speed drives
- l. Incorporate other lighting technologies such as dimmable ballasts, day lighting controls, and occupant controlled dimming

**2. Work on heating and cooling systems:**

- a. Clean, tune, repair or replace heating systems, including furnaces, oilers, heat pumps, vented space heaters, and wood stoves
- b. Clean, tune repair or replace cooling systems, including central air conditioners, window air conditioners, heat pumps, and evaporative coolers
- c. Install insulation on ducts and heating pipes
- d. Conduct other efficiency improvements on heating and cooling systems, including replacing standing pilot lights with electronic ignition devices and installing vent dampers
- e. Modify duct and pipe systems so heating and cooling systems operate efficiently and effectively, including adding return ducts, replace diffusers and registers, replace air filters, install thermostatic radiator controls on steam and hot water heating systems
- f. Install programmable thermostats, outdoor reset controls, UL listed energy management systems or building automation systems and other HVAC control systems

**3. Energy efficiency work affecting the electric base load of the property:**

- a. Convert incandescent lighting to fluorescent
- b. Add reflectors, LED exist signs, efficient HID fixtures, and occupancy (motion) sensors
- c. Replace refrigerators and other appliances

**4. Health and safety measures**

- a. Installing fire, smoke or carbon dioxide detectors / alarms
- b. Repair or replace vent systems on fossil-fuel-fired heating systems and water heaters to ensure that combustion gasses draft safely to outside
- c. Install mechanical ventilation, in a manner not visible from the public right of way, to ensure adequate indoor air quality if house is air-sealed to building tightness limit

## **APPENDIX B – STATE ENERGY PROGRAM (SEP) AND ENERGY EFFICIENCY CONSERVATION BLOCK GRANT (EECBG) UNDERTAKINGS EXEMPT FROM SECTION 106 REVIEW**

### **A. Category 1 – No Consultation required**

In addition to the undertakings provided in *Exhibit A (WAP Undertakings exempt from Section 106 Review)*, DOE and the SHPO have concluded that [the following undertakings do not have the potential to cause effects on historic properties per 36 CFR § 800.3\(a\)\(1\)](#):

#### **1. General efficiency measures not affecting the exterior of the building:**

- a. Energy audits and feasibility studies
- b. Weatherization of mobile homes and trailers
- c. Caulking and weather-stripping around doors and windows in a manner that does not harm or obscure historic windows or trim.
- d. Water conservation measures -like low flow faucets, toilets, shower heads, urinals - and distribution device controls
- e. Repairing or replacing in kind existing driveways, parking areas, and walkways with materials of similar appearance
- f. Excavating to gain access to existing underground utilities to repair or replace them, provided that the work is performed consistent with previous conditions
- g. Ventilating crawl spaces
- h. Replacement of existing HVAC equipment including pumps, motors, boilers, chillers, cooling towers, air handling units, package units, condensers, compressors, heat exchangers that do not require a change to existing ducting, plumbing, electrical, controls or a new location, or if ducting, plumbing, electrical and controls are on the rear of the structure or not visible from any public right of way.
- i. Adding or replacing existing building controls systems including HVAC control systems and the replacement of building-wide pneumatic controls with digital controls, thermostats, dampers, and other individual sensors like smoke detectors and carbon monoxide detectors (wired or non-wired)
- j. New installation of non-hard wired devices including photo-controls, occupancy sensors, carbon dioxide, thermostats, humidity, light meters and other building control sensors, provided the work conforms with applicable state and local permitting requirements
- k. Adding variable speed drive motors
- l. Insulation of water heater tanks and pipes
- m. Furnace or hot water tank replacement that does not require a visible new supply or venting.

#### **2. Insulation measures not affecting the exterior of the building:**

- a. Thermal insulation installation in walls, floors and ceilings (excluding spray foam insulation of areas other than basement interior and/or attic floor joists)
- b. Duct sealing, insulation, repair or replacement in unoccupied areas
- c. Attic insulation with proper ventilation; if under an effective R8 - add additional R-19 up to R-38 (fiberglass bat only)
- d. Band joist insulation - R-II to R19 as applicable
- e. Water heater tank and pipe insulation

#### **3. Electric base load measures not affecting the exterior the building:**

- a. Power based appliance replacement (upgrade to EnergyStar appliances (i.e. dishwasher, clothes dryer, refrigerator, etc. )
- b. Compact fluorescent light bulbs
- c. Energy efficient light fixtures, including ballasts (Replacement)
- d. LED light fixtures and exit signs (Replacement)
- e. Upgrade exterior lighting (replacement with metal halide bulbs, LEDs, or others) along with ballasts, sensors and energy storage devices not visible from any public right of way

**B. Category 2 - No Consultation Required if Secretary of the Interior Standards are Adhered to and Verified by Qualified Staff, if Applicable**

***1. Efficiency and repair measures:***

- a. Painting over previously painted exterior surfaces, provided destructive surface preparation treatments are not used (such as water-blasting, sandblasting and chemical removal)
- b. Installation or replacement of downspout extensions, provided that the color of the extensions is historically appropriate for the period and style of the property
- c. Repairing or upgrading electrical or plumbing systems and installing mechanical equipment, in a manner that does not permanently change the appearance of the interior or exterior of the building
- d. Installation of new HVAC equipment (such as pumps, motors, boilers, chillers, cooling towers, air handling units, package units, condensers, compressors, or heat exchangers) in a manner that does not permanently change the appearance of the building.
- e. Integrated shingle-style or thin film solar systems on the rear roof of the structure, behind the parapet or not visible from the public right of way.
- f. Solar systems (including photovoltaic and solar thermal) not visible from the public right of way and if ground-mounted can be installed without ground disturbance and if roof-mounted will not require new building reinforcement.
- g. Wind system additions to existing wind power facilities that will not require ground disturbance and if building mounted will not require building reinforcement.
- h. Lead-based paint abatement I/A/W the Standards and Preservation Brief #37
- i. Building cleaning I/A/W the Standards and Preservation Briefs #1, 6, and #10
- j. Repairing masonry, including re-pointing and rebuilding chimneys in accordance with the Standards and Preservation Brief # 2
- k. New lighting controls including photo-sensors and shading elements if not visible from the public right of way
- l. New metering devices in a manner that does not permanently change the appearance of the interior or exterior of the building, or if the addition is on the exterior of the structure and is not visible from the public right of way
- m. New water efficient fixtures and fittings in a manner that does not permanently change the appearance of the interior or exterior of the building

***2. Installation or repair of roofing, siding and ventilation:***

- a. White Roofs, Cool Roofs, Green Roofs, Sod or Grass Roofs not visible from the public right-of-way
- b. Rainwater catches and/or gray water systems not viewable from the public right of way
- c. Repair or replacement of existing exterior siding provided that new siding closely resembles the existing siding in dimension, profile and texture
- d. Flat or shallow pitch roof replacement (shallow pitch is defined as a pitch with a rise-to-run ratio equal to or less than 3" to 12") with no part of the surface of the roof visible from the ground
- e. Roof repair or replacement with materials that closely resemble the historic materials and form,

or with replacement materials that are close to the original in color, texture, composition and form to restore the original feature based on historic evidence, and in a manner that does not alter the roofline

- f. Installing vents (such as continuous ridge vents covered with ridge shingles or boards, roof vents, bath and kitchen vents, soffit and frieze board vents or combustion appliance flues) if not located on a primary roof elevation or not visible from the public right-of-way
- g. Installing foundation vents, if painted or finished to match the existing foundation material.

**3. *Windows and doors:***

- a. Installing storm windows, storm doors or wood screen doors in a manner that does not harm or obscure historic windows, doors or trim
- b. Installing insulated exterior replacement doors where the door openings are not altered and are not visible from the public right-of-way
- c. Window or glazing treatments that do not change the appearance of the interior or exterior of the building, or if the addition is on the exterior of the structure

# ATTACHMENT C

## Exempt from SHPO Review, Project Determination

After referencing 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 Office of Energy Independence, and a copy should be maintained in your environmental review record.

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

- Start Environmental Review
- Determine if SHPO needs to review the project: Reference the Programmatic Agreement (PA).
- If the project activity is excluded under the Programmatic Agreement, fill out this form and include it in your environmental review record.
- If applicable, 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.
- Submit the *Exempt from SHPO Review, Project Determination Form* to OEI.

\*Note: You may still be required to solicit comment about the project from the Native American Tribes even if your project activity does not need to be reviewed by SHPO. Further guidance will be provided by OEI.

---

**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 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** Date: \_\_\_\_\_

# ATTACHMENT D

## REQUEST FOR SHPO COMMENT ON A PROJECT

Submit one copy with each property for which State Historic Preservation Office comment is requested. Please print or type.

- This is a new submittal  
 This is more information relating to SHPO R&C #: \_\_\_\_\_

Instructions for completing this form are available online at [www.iowahistory.org/preservation](http://www.iowahistory.org/preservation) under "Review and Compliance". If you have questions while completing this form, please refer to the instructions before contacting your DOE project administrator or SHPO, as appropriate. Please attach a copy of the lead federal agency statement and/or the signature authorization form to your submittal, if applicable.

**Cover Letter:** Please include a cover letter with a comprehensive description of the Area of Potential Effect (APE) and project activities. The APE should include: the project area, all easements, borrowing areas, equipment and material storage, and staging areas. If applicable, describe excavation and other earthmoving activities including 3-dimensional parameters (length, width, and depth).

### I. GENERAL INFORMATION

- a. Property Name: \_\_\_\_\_  
b. Property Street & Number: \_\_\_\_\_  
c. County: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
d. Federal Agency: \_\_\_\_\_ Dept of Energy \_\_\_\_\_ Federal Funding Program/Permit: \_\_\_\_\_  
e. Agency Project No.: \_\_\_\_\_  
f. Contact Person on Project: \_\_\_\_\_ Phone: \_\_\_\_\_  
g. Contact Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ e-mail: \_\_\_\_\_  
\_\_\_\_\_

### II. IDENTIFICATION OF HISTORIC PLACES

Please check the box/boxes indicating whether you are requesting an archeological and/or architectural review of your project. Provide all documentation and information requested, and forward to the Office of Energy Independence for review and SHPO coordination.

- Archeology**
- 7.5 min Quad U.S.G.S (1-mile radius) with quad name and APE outlined (maps on-line at [www.ortho.gis.ia.state.edu](http://www.ortho.gis.ia.state.edu))
  - Site plan showing limits of proposed activities or general layout (engineering)
  - Aerial photo: zoom to project area (photos on-line at [www.ortho.gis.iastate.edu](http://www.ortho.gis.iastate.edu))
  - Description of width and depth of proposed excavation and current conditions of project area
  - OSA file search, Phase IA, or Phase I (whichever is appropriate)
  - Number of acres in project: \_\_\_\_\_
  - Legal location: Section(s) \_\_\_\_\_ Township(s) \_\_\_\_\_ Range(s): \_\_\_\_\_
- Architecture**
- Date of original construction for the building: \_\_\_\_\_
  - Previous site information available (contact Iowa Site Inventory Coordinator)
  - Update or new Iowa site Inventory Form (available online at [www.iowahistory.org/preservation](http://www.iowahistory.org/preservation))
  - Clear photos of property and surrounding area
  - Location map (no bigger than 11x17) with the APE clearly defined (Quad map or city plat map)
  - Copy of county or city assessor's card record or other appropriate property information
  - Detailed description of proposed action, including copy of project specifications, if applicable

### III. APPLICATION CERTIFICATION (TO BE COMPLETED BY OEI ONLY)

Determination of Effect (Check One)

- No historic properties will be affected** (i.e., none are present or there are historic properties present but the project will have no effect upon them)  
 **No Adverse Effect to a historic property** (i.e., a historic property is present and affected. However, the project either has no adverse effect on the historic property, or the applicant or other federally authorized representative will consult with the SHPO to modify the project or impose conditions to avoid adverse effects.)  
 **Adverse Effect to a historic property** (i.e., a historic property is present and adversely affected. The applicant, or other federally authorized representative, will consult with the SHPO and other consulting parties to resolve the adverse effect.)

I understand that the SHPO has 30 days from receipt to object to the finding.

Federally Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# ATTACHMENT E

## NEPA CERTIFICATION

I, \_\_\_\_\_, as a representative of \_\_\_\_\_, hereby certify that my project funded by the Iowa Office of Energy Independence through the State Energy Program is at or below the NEPA size limits established below.

Signed \_\_\_\_\_ Print Name \_\_\_\_\_  
Date \_\_\_\_\_

- Energy efficiency retrofits, provided that:
    - Projects are limited to: installation of insulation; installation of energy efficient lighting; HVAC upgrades; weather sealing; purchase and installation of ENERGY STAR appliances; replacement of windows and doors; high efficiency shower/faucet upgrades; and installation of solar powered appliances with improved efficiency.
  - Development, implementation, and installation of onsite renewable energy technology that generates electricity from renewable resources, provided that:
    - Solar Electricity / Photovoltaic – appropriately sized system or unit on existing rooftops and parking shade structures, or 60 kW systems or smaller unit installed on the ground within the boundaries of an existing facility
    - Wind Turbine – 20 kW or smaller
    - Solar Thermal – system must be 20 kW or smaller
    - Solar Thermal Hot Water – appropriately sized for residences or small commercial buildings
    - Ground Source Heat Pump – 5.5 tons of capacity or smaller, horizontal/vertical, ground, closed-loop system
    - Combined Heat and Power System – boilers sized appropriately for the buildings in which they are located
    - Biomass Thermal – 3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies (BACT) installed and operated
  - Install demand reduction equipment
  - Development and implementation of building codes and inspection services, and associated training and enforcement of such codes in order to support code compliance and promote building energy efficiency
- 

I, \_\_\_\_\_, as a representative of \_\_\_\_\_, hereby certify that my project funded by the Iowa Office of Energy Independence (OEI) through the State Energy Program does not fit within the NEPA size limits established above and, thus, I will complete the EF-1 (Attachment F) document attached and return to OEI to give further details regarding my project.

Signed \_\_\_\_\_ Print Name \_\_\_\_\_  
Date \_\_\_\_\_

**ATTACHMENT F**  
**U.S. DEPARTMENT OF ENERGY**  
**GOLDEN FIELD OFFICE**  
**ENVIRONMENTAL CHECKLIST**



**(To Be Completed by Potential Recipient)**

The Department of Energy (DOE) is required by the National Environmental Policy Act (NEPA) of 1969 as amended (42 U.S.C. 4332(2), 40 CFR parts 1500-1508) and DOE implementing regulations (10 CFR 1021) to consider the environmental effects resulting from federal actions, including providing financial assistance. Please provide the following information to facilitate DOE's environmental review. DOE needs to evaluate the requested information as part of your award negotiation.

Instructions and Handbook: Terms that appear in blue have more detailed information available to assist you in completing the form. Please see NEPA handbook on page 60-68 of this RFP for guidance.

**PART I: General Information**

Project

Title: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

1. Please describe the intended use of DOE funding in your proposed project. For example, would the funding be applied to the entire project or only support a phase of the project? Describe the activity as specifically as possible, i.e. planning, feasibility study, design, data analysis, education or outreach activities, construction, capital purchase and/or equipment installation or modification.

2. Does any part of your project require review and/or permitting by any other federal, state, regional, local, environmental, or regulatory agency?  Yes  No

If yes, please provide a list of required reviews and permits in the appropriate item number in Part II.

3. Has any review (e.g., NEPA documentation, permits, agency consultations) been completed?  Yes  No

If yes, is a finding or report available and how can a copy be obtained?

4. Is the proposed project part of a larger scope of work?  Yes  No If yes, please describe.

Do you anticipate requesting additional federal funding for subsequent phases of this project?  Yes  No

If yes, please describe.

5. Does the scope of your project **only** involve one or more of the following:

- Information gathering such as literature surveys, inventories, audits,
- Data analysis including computer modeling,
- Document preparation such as design, feasibility studies, analytical energy supply and demand studies, or
- Information dissemination, including document mailings, publication, distribution, training, conferences, and informational programs.

If the scope of your project is limited to the block(s) checked above, please skip to Part III, otherwise, continue to Part II.

**PART II: Environmental Considerations**

**Table A.** Please indicate if any of the following conditions or special areas is present, required, or could be affected by your project:

Item No.	Description	Yes/No	Specific nature or type of activity or condition. If a consultation, approval, or permit applies, please describe.
1	<a href="#">Clearing or Excavation</a> (indicate if greater than 1 acre)		
2	<a href="#">Dredge and/or Fill</a> . Specify the number of acres involved.		
3	<a href="#">New or Modified Federal/State Permits</a> And/or Requests for Exemptions		
4	<a href="#">Pre-Existing Contamination</a>		
5	<a href="#">Asbestos</a>		
6	<a href="#">Criteria Pollutants</a>		
7	<a href="#">Non-Attainment Areas</a>		
8	<a href="#">Class I Air Quality Control Region</a>		
9	<a href="#">Navigable Air Space</a>		
10	<a href="#">Areas with Special Designation</a> (e.g., National Forests, Parks, Trails)		
11	<a href="#">Prime, Unique or Important Farmland</a>		
12	<a href="#">Archeological/Cultural Resources</a>		
13	<a href="#">Threatened/Endangered</a> Species and/or Critical Habitat		
14	<a href="#">Other Protected Species</a> (Wild Burros, Migratory Birds)		
15	<a href="#">Floodplains</a>		
16	<a href="#">Special Sources of Groundwater</a> (e.g., Sole Source Aquifer)		
17	<a href="#">Underground Extraction/Injection</a> (non-hazardous substances)		
18	<a href="#">Wetlands</a>		
19	<a href="#">Coastal Zones</a>		
20	<a href="#">Public Issues or Concerns</a>		
21	<a href="#">Noise</a>		
22	<a href="#">Depletion of a Non-Renewable Resource</a>		
23	<a href="#">Aesthetics</a>		

**Table B.** Would your project use, disturb, or produce any chemicals or biological substances? (i.e., pesticides, industrial process, fuels, lubricants, bacteria) If not, skip to Section C.

Please indicate if any of the materials or processes listed below applies.

Item No.	Description	Yes/No	Quantity	Permit required? Type?	Specific type, use, or condition
1	<a href="#">Polychlorinated Biphenyls (PCBs)</a>				
2	<a href="#">Import, Manufacture, or Processing of Toxic Substances</a>				
3	<a href="#">Chemical Storage, Use, and Disposal</a>				
4	<a href="#">Pesticide Use</a>				
5	<a href="#">Hazardous, Toxic, or Criteria Pollutant Air Emissions</a>				
6	<a href="#">Liquid Effluent</a>				
7	<a href="#">Underground Extraction/Injection</a> (hazardous substances)				
8	<a href="#">Hazardous Waste</a>				
9	<a href="#">Underground Storage Tanks</a>				
10	<a href="#">Biological Materials</a> . Indicate if genetically altered materials are involved.				

**Table C.** Would your project require or produce any radiological materials? If not, skip to Part III.

Please indicate if any of the materials listed below applies.

Item No.	Description	Yes/No	Quantity	Permit required? Type?	Specific nature of use
1	<a href="#">Radioactive Mixed Waste</a>				
2	<a href="#">Radioactive Waste</a>				
3	<a href="#">Radiation Exposures</a>				

### Part III: Contact Information

Please provide the name of the preparer of this form and a contact person who can answer questions or provide additional information.

Preparer \_\_\_\_\_ Telephone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

Contact \_\_\_\_\_ Telephone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

## Golden Field Office

Handbook for Preparation of Golden Field Office Environmental Checklist, GO-EF1

February 6, 2002

U.S. Department of Energy  
Golden Field Office  
1617 Cole Boulevard  
Golden, CO 80401

The Department of Energy (DOE) is required by the National Environmental Policy Act (NEPA) of 1969 as amended (42 U.S.C. 4332(2), 40 CFR parts 1500-1508) and DOE implementing regulations (DOE NEPA Rule, 10 CFR 1021) to consider the environmental effects resulting from federal actions, including providing financial assistance. The information provided in the Environmental Checklist, form number GO-EF1, will enable DOE to consider potential environmental impacts of the proposed federally sponsored activities.

If additional assistance is required, please contact the Golden Field Office NEPA Compliance Officer, Steve Blazek, at (303) 275-4700.

The following instructions correspond to entries on the Environmental Checklist.

## **PART I: General Information**

**Project Title and Solicitation Number:** Enter the title of the proposed project and the solicitation number.

1. Provide a description of the work that would be funded by this award. Include specifically what will be done, when the work is scheduled to occur and how it is to be accomplished. The description of the proposed action should focus on physical actions such as excavation and construction. Types of equipment to be purchased or modified should be specified as well.
2. Regulatory reviews and Permits: Please list any governmental, regulatory, or environmental reviews, approvals, and/or permits that will be required to complete the proposed project.
3. Completed Reviews: Please list any governmental, regulatory, or environmental reviews, approvals, and/or permits that have already been completed or approved (include NEPA documentation, agency consultations, etc.).
4. When federal funding provides support to a proposed project, the cumulative environmental effects of the proposed project must be considered. These include both the direct effects that are caused by the action and the indirect effects that may occur later in time, such as enabling subsequent phases of a project to proceed. The environmental effects of loosely related actions, called connected actions, must also be considered (40 CFR 1508.25).
5. Limited Scope of Work: If the scope of work only consists of one or more of the items listed in No. 5, (i.e., you have checked one or more of the boxes) you do not need to fill in the remainder of the form. Skip to Part III and complete the Contact Information.

## **PART II Environmental Considerations**

**Table A - Conditions or Special Areas** - Complete for most projects that involve any physical activity including laboratory work, construction, renovation, industrial process modification, or equipment installation or modification. Indicate which activities, conditions or special areas currently exist in the vicinity of your project, are required for your project, or could be affected by your project. Please use column 3 of Table A to provide detailed information. For instance, if applicable, list permits, type of contamination, special lands, cultural resources, or threatened or endangered species.

1. Clearing or Excavation refers to the removal of vegetation, soil, sediments, or disturbance of land surfaces and subsurfaces including cutting, burning, digging, grading, filling, or blasting. Provide the estimated area to be affected, the quantity of material to be added or removed, and the planned disposition of spoils. Describe the potential for runoff or erosion, any control techniques to be employed, and the distance to nearby surface water bodies, including wetlands.

2. Dredge and/or Fill is the excavation of material from waters of the United States. Filling is the discharge of material into waters of the United States to change the bottom elevation. Waters of the United States are all interstate waters, and intrastate lakes, rivers, streams, mudflats, wetlands, sloughs, plays, or natural ponds. These activities include "ocean dumping" as regulated under Sections 102 and 103 of the Clean Water Act, construction of dams, dikes, piers, or others that could alter the course of waters of the United States. Also included is any shore activity with the potential for runoff to waters of the United States. If available, include documentation of appropriate consultation(s), e.g., with the Army Corps of Engineers under Section 404 of the Clean Water Act or Sections 9 and 10 of the Rivers and Harbors Act; with EPA [40 CFR Parts 220]
3. New or Modified Federal/State Permits may be required by state, local, and federal agencies to enable the proposed project. Specify interactions to be undertaken and the time allotted in project schedule for the permitting process(es). Include a list and discussion of planned requests for exemptions from regulations or permits. Provide the rationale for the exemption request.
4. Pre-Existing Contamination. Indicate if the proposed action will disturb hazardous substances, pollutants, contaminants, or Comprehensive Environmental Response and Liability Act (CERCLA)-exclude petroleum and natural gas products that pre-exist in the environment. Quantify and characterize such pre-existing substances, including whether they are present above background levels. Also quantify the volume of spoils which would require transport to a Resource Conservation and Recovery Act (RCRA) permitted treatment, storage, or disposal facility.
5. Asbestos. If the proposed action includes demolition or renovation of an existing building, you must determine if asbestos is present. Include a description of measures to be undertaken to comply with asbestos removal requirements of 40 CFR Parts 763 (Subpart G) and 40 CFR 61 (Subpart M). Asbestos abatement projects are regulated by the EPA in accordance with the Toxic Substances Control Act (TSCA), and asbestos emissions are regulated by EPA as a hazardous air pollutant under the Clean Air Act.
6. Criteria Pollutants. The Environmental Protection Agency (EPA) has established standards (40 CFR 81.301) for six criteria pollutants (sulfur dioxide, particulate matter, carbon monoxide, ozone, nitrogen dioxide, or lead). Indicate "yes" if the proposed action will result in the emission of a criteria pollutant.
7. Non-Attainment Areas. Non-attainment areas are geographic areas which do not meet one or more of the National Ambient Air Quality Standards for the criteria pollutants, as designated by the Environmental Protection Agency (EPA) in 40 CFR 81.301. Indicate if the area is classified as non-attainment area and what category ("marginal," "moderate," "serious," "severe," or "extreme"). The air permitting branch of the state or federal regulatory agency can assist in providing this information.
8. Class I Air Quality Control Region (AQCR) are special attainment-status geographic regions designated for allowance of only minor air quality deteriorations, and are generally national parks or wilderness areas greater than 5,000 acres in size as defined in 40 CFR 81.400-437. If

the proposed action will emit criteria pollutant, identify Class I air quality areas within 10 km. The air-permitting branch of the state or federal regulatory agency can assist in providing this information.

9. Navigable Air Space. The U.S. Department of Transportation Federal Aviation Administration (FAA) regulates objects which invade navigable air space or otherwise constitute an obstruction to air navigation, and determines whether such activities constitute a navigation hazard. Indicate "yes" if the proposed action involves construction or alteration more than 200 feet above ground level, any construction or alteration in instrument approach areas, and other construction or alteration identified in 14 CFR 77.13a. Document notification of the appropriate Manager, Air Traffic Division, of the FAA Regional Office for the area within which the construction or alteration will be located. Copies of FAA Form 7460-1 Notice of Proposed Construction or Alteration may be obtained from the regional FAA office.

10. Areas with Special Designation. Various federal laws restrict the ability of federal agencies to aid developments affecting national wilderness areas, national memorial parks, national parks, national monuments, national primitive areas, national preserves, national recreational areas, national wild and scenic rivers, national grasslands, national wildlife refuges, national forests, national lakeshore or seashore, and national trails. Indicate "yes" if any of these areas of special environmental or natural significance is located in close proximity to the proposed project location and describe the specific special designation.

11. Prime, Unique, or Important Farmland. The Farmland Protection Policy Act requires federal agencies to consider ways to lessen the effects of proposed actions that convert or adversely affect prime farmland which is not currently classified or designated for future urban development or water storage. Prime farmland currently classified as urban development includes land with a density of 30 structures per 40-acre area. Prime farmland designated for future urban development includes land that has been identified for commercial, industrial, or residential development by zoning code, ordinance, or a comprehensive land use plan. The U.S. Department of Agriculture Soil Conservation Service (SCS) field office serving the area can provide assistance in determining whether a proposed location or site meets the definition of Prime farmland. Form AD 1006, the Farmland Conversion Impact Rating Form, available at SCS offices, should be used for this purpose.

12. Archeological/Historic/Cultural Resources. The National Historic Preservation Act, the Historic Sites, Buildings and Antiquities Act; the American Indian Religious Freedom Act, the Native American Graves Protection and Repatriation Act; and the Archeological Recovery Act provide for the preservation of sites, buildings, structures, or objects of historic, archeological, or architectural significance designated by Indian, federal, state, or local governments or listed or eligible for listing on the National Register of Historic Places. The Archeological Resources Protection Act and Antiquities Act also apply if the proposed action is on federal land. This item should be checked "yes" if a proposed action is in an area that meets any of the above, or if an archeological survey has not been performed. Provide documentation of any consultation or State Historic Preservation Officer determination letters if available. If this information is not available or a survey has not been conducted recently, DOE may require such a survey to be conducted prior to any proposed project implementation.

13. Threatened/Endangered (T/E) Species and/or Critical Habitat. The Endangered Species Act provides for protection of animals, birds, fish, plants, and other living organisms that are in danger of extinction. A list of T/E species is provided in 50 CFR Part 17. Consultations with the U.S. Department of Interior Fish and Wildlife Service (FWS) and the corresponding state agency should be documented. This item should be checked "yes" if any state- or federally-listed or proposed threatened or endangered species or critical habitat is located in the potential area of affect, or could be indirectly affected by the proposed action. If the status of T/E species at the proposed project location is unknown, please contact the local or state office of the FWS to obtain a listing of potential species and habitats found in the area.

14. Other Protected Species. Other federal and state laws that protect wildlife species include the Bald and Golden Eagle Protection Act, Wild and Free-Roaming Horses and Burros Act, and the Migratory Bird Treaty Act. Examples of protected migratory birds include Canadian geese and great blue herons. This item should be checked "yes" if the proposed action may directly or indirectly impact any of these species or their habitats. If the status of other protected species is unknown in the proposed project location, please contact the local or state office of the FWS to obtain a listing of potential species and habitats found in the area.

15. Floodplains are lowlands adjoining inland and coastal waters with a 1 percent or greater chance of inundation in any given year. Indicate "yes" if the proposed project location is in or adjacent to a floodplain area. If documentation is available noting the floodplain boundaries, please provide a copy. Appropriate documentation of the 100 year floodplain [or 500 year floodplain for certain "flood critical" actions] boundaries include: Flood Insurance Rate Maps or Flood Hazard Boundary Maps prepared by the Federal Insurance Administration of the Department of Housing and Urban Development. Executive Order 11988 Floodplain Management requires federal agencies to avoid incompatible development in floodplains, and consider the conformance of the proposed action to floodplain standards, potential effects of the proposed actions on floodplains, and potential effects of floodplain modifications on other local properties and improvements.

16. Special Sources of Groundwater. The EPA designates Critical Aquifer Protection Areas and Sole or Principal Source Aquifers, and State-designated Wellhead Protection Areas in accordance with Section 1427, 1424(e), and 1428 of the Safe Drinking Water Act, respectively. Such areas are accorded special protection to assure the quality and availability of public water supplies. Indicate "yes" if the proposed action is located in an area designated for protection (e.g., is included in an area wide groundwater quality protection plan), or would constitute a potential source of contamination within an existing or expected wellhead protection area serving a public water supply. If aquifer designations are not known for the proposed project area, contact the environmental protection office for the State.

17. Underground Extraction/Injection (non-hazardous) is the subsurface emplacement of fluids through a bored, drilled, or driven well, or through a dug well where the depth of the well is greater than the largest surface dimension. If the proposed action involves construction or use of an injection well, indicate "yes," and describe the class of the well as defined in 40 CFR 146.5,

the type and quantity of fluid to be injected (e.g., geothermal fluids), and the presence of any exempt aquifer as defined in 40 CFR 146.4.

18. Wetlands are areas inundated by surface or groundwater with a frequency sufficient to support a prevalence of vegetative or aquatic life that requires saturated or seasonally saturated soil conditions for growth and reproduction. [DOE regulation, 10 CFR 1022]. Wetlands generally include swamps, marshes, bogs, and similar areas such as sloughs, potholes, wet meadows, river overflow, mudflats, and natural ponds. Man-made ponds can qualify as wetlands if invasion of appropriate flora or fauna has occurred. Appropriate documentation of presence or absence of wetlands within the area of project effect includes: FWS National Wetlands Inventory; U.S. Department of Agriculture Soil Conservation Service Local Identification Maps; U.S. Geological Service (USGS) Local Identification Maps; USGS Topographic Maps; state wetland inventories; and Regional or local government sponsored wetland and land use inventories. Executive Order 11990 Protection of Wetlands requires federal agencies to consider the effects of proposed actions on wetlands, and to avoid, to the extent possible, destruction and modification of wetlands. If the status of land in or around the proposed project location is unknown, please contact the state or local Corp of Engineer's Office.

19. Coastal Zones means the coastal waters and adjacent shorelands of the Great Lakes, and the Atlantic, Pacific, and Arctic Oceans, Gulf of Mexico, and Long Island Sound. The term "coastal state" includes the states bordering on those bodies, plus Puerto Rico, the Virgin Islands, Guam, the Commonwealth of Northern Mariana Islands, and the Trust Territories of the Pacific Islands and American Samoa. Coastal states have authority regarding actions, which directly affect coastal zones, in accordance with the Department of Commerce regulations promulgated under the Coastal Zone Management Act. Federal activities and federal development projects must be consistent with state coastal zone management (CZM) programs to the maximum extent possible. Federal activities are those performed by or on behalf of a federal agency in the exercise of its statutory responsibilities, but do not include the issuance of a federal license or permit or the granting of federal assistance. Indicate "yes" if the proposed action is located in a coastal zone State or is in the vicinity of a coastal zone State. If a consistency determination has been obtained, or a written "negative determination" (indicating that a consistency determination is not required) please provide a copy.

20. Public Issues or Concerns. Indicate "yes" if there is a known potential for public controversy, indicate what the issue is, the level of interest, and describe outreach activities (publicity, meetings, and other interactions) which are planned or may have occurred with government officials, public interest groups, and other interested parties.

21. Noise. Indicate "yes" if proposed action would cause a significant increase in noise over background levels, or if the proposed action would generate noise in excess of the applicable state noise limitations. Quantify noise levels of construction and operation in decibels and compare to background or standards.

22. Depletion of a Non-Renewable Resources are naturally occurring substances (e.g., metals, minerals, fossil fuels) that are in limited supply and cannot be replaced or regenerated. The

exhaustion or threatened exhaustion of such resources could have significant ramifications. Indicate "yes" if the proposed action would involve a resource that is in limited supply.

23. Aesthetics are potential impacts to the visual environment as a result of the proposed project. Examples include construction of new facilities such as buildings, industrial plants, wind turbines, etc.

**Table B - Chemical or Biological Substances** – Complete if the proposed project might use, disturb, or produce any chemicals or biological substances. (i.e., pesticides, industrial process, fuels, lubricants, bacteria) Details for the type of use should be included in the third column.

1. Polychlorinated Biphenyls (PCBs). Manufacture, processing, transport, use, marking, storage, and disposal of PCBs are regulated by EPA [40 CFR Part 761] in accordance with the Toxic Substances Control Act. Some states also regulate PCBs as hazardous waste. If the proposed action involves replacement or removal of capacitors, transformers, voltage regulators, circuit breakers, switches, cables, electromagnets, or other electrical equipment, presence or absence of PCBs should be ascertained. A "yes" indication should be supported with information on the anticipated concentration and quantity of PCB oil, and the intended method/location of disposal.

2. Import, Manufacture, or Processing of Toxic Substances. Indicate "yes" if the proposed action involves the importation, manufacture, or processing of toxic substances listed at 40 CFR Parts 700-799 (Subparts B and D of Part 704).

3. Chemical Storage, Use and Disposal. Indicate "yes" if the proposed action involves laboratory and/or other use of chemicals or extremely hazardous substances in excess of threshold planning quantities as listed in 29 CFR 1910.1000 and 40 CFR 355. Identify types and quantities, and whether chemical use will be performed in a laboratory setting under the supervision of a trained professional.

4. Pesticide Use. A pesticide is a substance intended for preventing, destroying, repelling, or mitigating any type of pest including insects, rodent nematode, fungus, or weed, and any substance intended for use as a plant regulator, defoliant, or desiccant. While the Federal Insecticide, Fungicide, and Rodenticide Act imposes no requirements on private applicators, commercial pesticide applicators must be certified by the state or U.S. EPA. If either commercial or private application is anticipated, indicate "yes". If a private application is anticipated, document measures to be undertaken to assure safe storage, use, and disposal.

5. Hazardous, Toxic, or Criteria Pollutant Air Emissions. Indicate "yes" if the proposed action would result in the emission of a criteria pollutant (sulfur dioxide, particulate matter, carbon monoxide, ozone, nitrogen dioxide, or lead); hazardous air pollutants as defined in 40 CFR Part 61, and/or toxic air pollutants designated by U.S. EPA or the state under Section 112(b) of the Clean Air Act. Quantify anticipated air emissions, indicate the applicable emission standard, and describe any abatement measures to be employed. Indicate if the proposed action includes construction or operation of a major source or major modification under 40 CFR 51.166, Section 112 of the Clean Air Act.

6. Liquid Effluent. Indicate "yes" if the proposed action involves a discharge to publicly owned treatment works, sewage treatment plan, soils, retention ponds, or waters of the United States or state. Quantify and characterize pollutants, including toxic pollutants as defined in 40 CFR 129.4, and thermal discharges. Also indicate "yes" if proposed action qualifies as a stormwater "discharge associated with industrial activity." These non-point source discharges include construction activities exceeding 5 acres in area, and runoff from coal piles and other raw materials (e.g., salt, sand).

7. Underground Extraction/Injection (hazardous) is the subsurface emplacement of fluids through a bored, drilled, or driven well, or through a dug well where the depth of the well is greater than the largest surface dimension. If the proposed action involves construction or use of an injection well, indicate "yes," and describe the class of the well as defined in 40 CFR 146.5, the type and quantity of contaminants (e.g., waste disposal, hydrocarbon or mineral extraction) and whether the injection involves an exempt aquifer as defined in 40 CFR 146.4.

8. Hazardous Waste. Indicate "yes" if the proposed action would involve generation and/or management (treatment, storage, disposal, or transport) of hazardous wastes as defined in 40 CFR Part 261, Subparts C and D. Supporting documentation should include characterization of hazardous waste streams, estimates of annual quantities, and a description of waste management activities. If waste transport is anticipated, indicate transporter, number of loads, and approximate distance traveled. Indicate if the unavailability of sufficient nationwide treatment capacity could result in violation of the land ban requirements.

9. Underground Storage Tanks. Indicate "yes" if 10 percent or more of tank volume (including the volume of underground pipes) will be beneath surface of the ground. Indicate if installation, use, or removal of underground storage tanks is anticipated, and whether tank use is/was for storage/collection of hazardous waste, heating oil, other petroleum or petroleum-based substances, stormwater, or wastewater. Describe leak detection/monitoring methods to be used.

10. Biological Materials. Indicate if any type of biological material will either be used or generated by the proposed project. This includes infectious agents, recombinant DNA and bioengineering research materials, and biohazardous materials.

**Table C - Radiological Materials** – Complete if the proposed project could require or produce any radiological materials

1. Radioactive (AEA) Mixed Waste. Radioactive Mixed Waste is waste which has a radioactive component under the Atomic Energy Act (AEA) and a hazardous component regulated under RCRA. Waste composed of a hazardous waste in mixture with a radioactive material which is not source, special nuclear, or byproduct material does not meet this definition, and is just hazardous waste regulated by EPA and the states. [Radioactive material licensed by the Nuclear Regulatory Commission (NRC) would qualify as AEA-regulated.] If "yes," indicate quantity and components of mixture.

2. Radioactive Waste. If radioactive wastes will be generated indicate "yes" and quantify and characterize radioactive effluents, emissions, and other solid wastes. Describe anticipated

compliance actions. Permissible disposal activities and release limits for radioactive waste are established by NRC and EPA as defined in 10 CFR 20 and 40 CFR Parts 61, respectively.

3. Radiation Exposures. If the proposed action involves use of radioactive substances, indicate "yes" and indicate the type of substance(s) to be used. Quantify the anticipated dose to occupational workers and the public, and/or radioactive emissions to the environment, and compare that dose to the dose limits established by NRC in 10 CFR 20 Subpart I, and EPA in 40 CFR 61 Appendix D, as appropriate.

### **PART III: Contact Information**

Provide the name and contact information for the person who prepared this form and a designated contact. The preparer can also be the contact.