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REQUEST FOR PROPOSALS

RFP # 3 - CAWP Diesel Particulate Filters

October 26, 2009

SUMMARY

This document is a Request for Proposals (RFP) to retrofit seven (7) or more pieces of heavy-duty construction equipment with diesel particulate filters. The project is managed by the Constructors Association of Western Pennsylvania, and the equipment to be retrofitted is located in western Pennsylvania. Brief proposals are due by **noon on Monday, November 9, 2009**. CAWP expects to select a vendor by Friday, November 13, 2009.

CONSTRUCTORS ASSOCIATION OF WESTERN PENNSYLVANIA

Constructors Association of Western Pennsylvania (CAWP) is a trade association representing over 70 heavy and highway construction companies operating in the thirty-three counties of western Pennsylvania. CAWP contractors are engaged in the construction of the region's highways, bridges, tunnels, airport runways, dams, waste treatment facilities, site preparation and utilities installation.

I. BACKGROUND

CAWP has received a grant from the U.S. Environmental Protection Agency American Recovery and Reinvestment Act: National Clean Diesel Funding Assistance Program through the Allegheny County Health Department to reduce emissions from non-road diesel engines operating in western Pennsylvania. All terms and conditions of the grant apply to the ensuing contract with CAWP and the selected vendor. CAWP is advertising three (3) separate RFP's for the overall project. Emission reductions will be achieved through the application of three retrofit solutions: Diesel Particulate Filters, Engine Upgrades, or Engine Repowers. There could be additional machines added to this project. Overall, at least 23 pieces of heavy duty diesel construction equipment will be retrofitted in a seven month period.

II. SCOPE OF REQUIRED SERVICES AND TASKS

Parts and Service

The Respondent will fulfill the parts and service requirements for implementation of the following diesel equipment control technology: diesel particulate filters (See Attachment B). The Respondent will provide emission reduction data, provide customer management and operator training, provide parts and operators manuals, and issue a warranty for parts and service. The Respondent will provide assistance in coordinating and managing the implementation of the control technologies.

Certified engine configurations or verified technologies for use on non-road engines must be used for this project. Technologies are verified under EPA or California's Retrofit Verification Program. The technology shall be appropriate for use with the engine models listed in Attachment B.

Requirements

- Install and complete the engine retrofit including all supporting hardware.
- Engineer, fabricate, and/or procure all installation hardware
- Train fleet service technicians in maintenance and in-use troubleshooting and safety.
- Train equipment operators in proper operation, detection of operating anomalies, and proper safety procedures.
- The vendor shall have multiple service facilities in the western Pennsylvania region with field and shop capabilities.
- Provide timely and effective response to any and all problems related to the operation of the retrofit during the product's warranty period.
- Document the retrofit installation.
- Assist CAWP in compiling information necessary to prepare quarterly reports and a final project report to Allegheny County Health Department.
- Conduct post-installation interviews to determine the customer's level of satisfaction with the operation of the retrofit and the equipment.
- Obtain sticker to install on retrofitted machines (CAWP to provide graphics and dimensions).
- See Attachment A, Administrative Conditions from Federal Grant
 - The following administrative conditions from Attachment A are applicable to CAWP and vendor: #7, #8, #9, #13, #15, #17, #18, #19, #22, #24, #25, #26, #27, #29, #30, #31, #32, and #34.

Diesel Particulate Filter Requirements

- Data log the equipment to confirm that each meets the required exhaust temperature during routine operation to ensure proper functioning of the DPF.
- The device shall be a passive diesel particulate filter so it requires no external heat source to clean out the filter during normal operation.
- The device shall replace the existing muffler and be integrated into the existing system with robust brackets to maintain the increased load requirements.
- Installation shall conform to the California ARB "In-Use Off-Road Diesel Vehicle Regulation" VDECS General Installation Guidelines.
- The device shall be modular with the ability to remove the filter element for cleaning without disconnecting the inlet and outlet of the exhaust system. The complete filter element face shall not be obstructed by the outer case in a way that prevents full access for cleaning.
- An onboard monitoring system and in cab remote display for the operator cab shall be provided. The monitoring system shall have the data logging capabilities for both pressure and exhaust temperature with alarm and warning set points.
- The vendor shall present a filter cleaning plan, and have an established customer service agreement plans available for review, selection, and purchase by the owner if desired.

III. PROPOSAL STRUCTURE

Respondents must follow the prescribed format. Adherence to the proposed format by all respondents will ensure a fair evaluation and one which can evaluate each response with regard to the needs of CAWP. Four separate chapters shall be prepared as described in the following section:

Chapter 1: Qualification of the Firm and Personnel

Contractor selection will be dependent on: 1) the firm's experience with retrofitting non-road diesel equipment, specifically with diesel particulate filters, engine repowers, and engine upgrades; 2) technical and service support, and 3) the ability to provide the specified equipment.

Respondent shall describe fully their company's personnel, capabilities and equipment to perform the work and stipulate relevant experience and references to illustrate its ability to complete the work. Although standard personnel resumes may be included as attachments to the proposal, they should list specific projects that are applicable to this RFP. Personnel shall hold any required licenses necessary to perform the work.

Where timely completion of this project is critical, the respondent shall stipulate its ability to meet the deadlines presented herein.

Chapter 2: Narrative

- Stipulate how and where (on-site or off-site) Respondent proposes to perform scheduled and unplanned maintenance and repair work related to this project.
- Stipulate dealer and service network in the western Pennsylvania area.
- Stipulate estimated downtime needed to install the retrofit.
- Provide an estimated schedule, assuming retrofits begin December 1, 2009 and conclude no later than May 31, 2010.
- Stipulate what kind of reporting and data logging will be provided to CAWP.
- Respondent is required to furnish with its proposal, literature and detailed information properly bound and labeled showing full illustrations and detailed specifications on the retrofit devices proposed. Respondent shall show the manufacturer's code and catalog number of the items offered.
- Respondents shall include in their proposal any work, maintenance, etc. that is required under this contract that shall not be provided by the Respondent.
- Respondent shall provide an explanation of the training that shall be provided to the non-road equipment owners. Details shall include proposed locations and length of training and the qualifications of the instructor. Training should be in a location convenient to the non-road equipment owners.

Chapter 3: Cost Proposals

Respondent shall complete Attachments B and C (Job Cost Summary and Detailed Cost Analysis). Respondents shall provide the fully burdened rates of the individuals that shall be proposed for the project. Respondent shall also provide an estimate of any other direct costs, i.e., travel, printing, etc. that it reasonably anticipates shall be charged to this project. The cost proposal must include data logging as a separate cost.

The Total Job Costs identified in Attachments B and C shall reflect a guaranteed, not to exceed price.

As an addendum to the cost proposal, respondent shall include any services that are necessary but will not provide and therefore become the responsibility of the equipment owners and operators.

Chapter 4: References

The proposed Contractor and any Subcontractor shall provide a listing, as well as references, of non-road retrofits completed or in progress for other clients. Preferred references will be from recent work, conducted within the last two to three years.

References will include complete contact information. Names, title, addresses, and telephone numbers shall be included for each reference. References should include work in which key personnel proposed to CAWP for this program have served.

IV. METHOD OF PROPOSED EVALUATION AND SELECTION

The proposals will be evaluated by CAWP. CAWP will consider the following factors in awarding the project, including but not limited to:

- Cost and Price Analysis
- Experience of the Contractor(s) and Key Personnel
- Technical and Service Support
- Ability to Provide the Necessary Equipment
- DBE Participation

The selection may be made based upon interviews with the Respondent.

V. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Disadvantaged Business Enterprise (DBE) participation shall be an integral component of the selection process for this RFP. Allegheny County Health Department has negotiated the following applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE%: Services 2%
WBE %: Services 13%

Responding firms shall submit with their proposals a DBE Participation Plan to meet this goal. The plan shall identify any DBE (defined in 49 CFR Part 26) that shall be participating in the project. Firms must submit at a minimum a good faith effort statement (defined in 49 CFR Part 26) for review by CAWP.

VI. WARRANTY AND GUARANTEE

The supplier warrants the services and equipment provided to be of the highest quality, complying with specifications and free from all defects whatsoever in workmanship and materials. The supplier agrees that any replacements and/or adjustments made necessary because of such defects will be made promptly without any cost to the end user and to the satisfaction of end user.

Awarded Contractor must certify that the diesel retrofit devices are compatible with the equipment listed in Attachment B. Contractor must submit OEM concurrence that the devices installed will not affect OEM warranties on the equipment and engines that are still under warranty with their proposal. Further, the successful Contractor shall warrant the work performed and other components affected by the use of the devices for at least three (3) years against any performance issues of the engine or other components of the vehicle due to the presence of its installation.

Proposals shall include all warranty costs. A copy of the warranty shall be included with the submission. Effective date of warranty shall be the day equipment owner places the equipment in service and has accepted the work performed. Contractor shall describe how warranty claims and work will be handled.

VII. QUESTIONS

Questions concerning this project should be directed to Jason Koss at jasonk@cawp.org.

VIII. SUBMISSION DATE AND CONTACT

All respondents shall submit two (2) copies of their proposal to:

Jason Koss
Director of Industry Relations
Constructors Association of Western Pennsylvania
1201 Banksville Road
Pittsburgh, PA 15216

Proposals are due no later than noon, November 9, 2009. Place the RFP name and number on the outside of the submission. Proposals may not be submitted through fax or email.

ATTACHMENT A

Federal Administrative Conditions as set forth in the U.S. EPA Cooperative Agreement – Assistance I.D. Number 2A-97379401-0

Administrative Conditions

1. ADVANCE METHOD OF PAYMENT

In accordance with EPA regulations, the recipient is authorized to receive advance payments under this agreement, provided that the recipient takes action to minimize the time elapsing between the transfer of funds from EPA and the disbursement of those funds.

2. REIMBURSEMENT LIMITATION

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its approved EPA budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk. The recipient is responsible for ensuring that projects funded under this agreement avoid unnecessary delays and are completed within the EPA approved budget.

3. MANAGEMENT FEES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement.

Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

4. FINANCIAL REQUIREMENTS

Under the Automated Standard Application for Payments (ASAP), the recipient initiates an electronic or voice-activated telephone payment request which is approved or rejected based on the amount of available funds authorized by EPA in the recipient's account. Approved funds are credited to the recipient organization at the financial institution identified on the recipient's ASAP enrollment application.

The recipient agrees to the following conditions in accepting this assistance agreement:

- (A) Cash draw down will be made only as actually needed for its disbursement;
- (B) The recipient will provide timely reporting of cash disbursements and balances as required;
- (C) The recipient will impose the same standards of timing and reporting on secondary recipients, if any.

Failure on the part of the recipient to comply with the above conditions may cause the undisbursed portions of the assistance agreement to be revoked and financing method changed to a reimbursable basis.

5. FINANCIAL STATUS REPORTS/GRANT CLOSEOUT

A) Interim Financial Status Reports (FSR)

An Interim Financial Status Report (FSR-SF269) is to be submitted to the appropriate EPA Grants Management Office 90 days after the anniversary of the project period start date. Interim FSRs should be submitted to:

Ms. Kathleen M. Blinebury, Grants Management Officer
Grants and Audit Management Branch (3PM70)
U.S. EPA - Region III, 165'0 Arch Street
Philadelphia, PA 19103-2029

B) Final Financial Status Reports

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit a final Financial Status Report - also called the SF269 - to EPA's Las Vegas Finance Center (LVFC), within ninety (90) days after the expiration of the budget period end date. Assistance agreement recipients must also send Federal Cash Transaction Reports (SF-272) annually to the LVFC; the SF-272 is due 15 working days after December 31. Please note that these reports are required by EPA grant regulations (see 40 Code of Federal Regulations §31.41(c)). Completed SF269s and SF272s must be faxed to 702-798-2423 or mailed to, the following address: USEPA LVFC, P.O. Box 98515. Las Vegas, NV 89193-8515. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Financial Status Report.

C) Closeout

The Administrative Closeout Phase for this grant will be initiated with the submission of a "final" FSR. At that time, the recipient must submit the following forms/reports to the EPA Grants Management Office if applicable:

- Federally Owned Property Report
- An Inventory of all Property Acquired with federal funds
- Contractor's or Grantee's Invention Disclosure Report (EPA Form 3340-3)

Additionally, the recipient's Final Request for Payment should be submitted to the LVFC.

6. EXTENSION OF PROJECT BUDGET PERIOD EXPIRATION DATE (PART 31)

If a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed and an estimated date of completion to the EPA, Grants

Management Office prior to the budget/project period expiration dates. An interim FSR must be submitted along with the request which covers all expenditures and obligations to date.

7. SUBAWARD POLICY

Recipient agrees to follow applicable sub-grant procedures in accordance with 40 CFR Part 31, as appropriate. Subgrants/subawards do not have to be competed; however, successful applicants cannot use subgrants/subawards to avoid requirements in EPA regulations for competitive procurement by using subgrants/subawards to acquire commercial services or products from for-profit organizations.

Recipient agrees to comply with the following when selecting sub-recipients and establishing sub-awards:

- a) to establish all sub-award agreements in writing;
- b) to maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a sub-recipient);
- c) to ensure that any sub-award(s) comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and will not be used to acquire commercial goods or services for the recipient;
- d) to ensure that any sub-award(s) are awarded to eligible sub-recipient(s) and that proposed sub-award' costs are necessary, reasonable, and allocable;
- e) to ensure that any sub-award(s) to 50 1(c)(4) organizations do not involve lobbying activities;
- f) to monitor the performance of the sub-recipient(s) and ensure that they comply with all applicable regulations, statutes, and terms and conditions which, flow down in the sub-award;
- g) to obtain the appropriate consent from the EPA Project Officer prior to making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
- h) to obtain prior approval from the EPA Project Officer for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

Recipient agrees that any questions about the eligibility of a sub-recipient or other issues pertaining to the sub-award(s) will be addressed to the recipient's EPA Project Officer listed on the first page of your assistance award or assistance amendment document.

Recipient agrees to be responsible for selection of any sub-recipient(s) and, if applicable, for conducting sub-award competitions.

Additional information regarding sub-awards may be found at:
<http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>.

Guidance for distinguishing between vendor and sub-recipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 may be found at:
<http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and
<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

8. SUSPENSION AND DEBARMENT

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)."

Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

9. TRAFFICKING VICTIM PROTECTION ACT OF 2000

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect: procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

10. DRUG-FREE WORKPLACE CERTIFICATION - ALL EPA RECIPIENTS

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300. •

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

11. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

12. LOBBYING AND LITIGATION - ALL RECIPIENTS

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

13. RESTRICTIONS ON LOBBYING

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

14. RECYCLING AND WASTE PREVENTION

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24,

2007) and or 40 CFR 30.16, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

15. STATE AGENCIES AND POLITICAL SUBDIVISIONS

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$] 0,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

16. REQUIRED CERTIFICATIONS FOR INFRASTRUCTURE INVESTMENTS

Prior to obligating funds for a particular infrastructure investment project; "recipient must (a) provide a certification from the Governor or Chief Environmental Executive, as appropriate, stating that (1) the infrastructure investment has received the full review and vetting required by law, and (2) the Governor or Chief Environmental Executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars; and (b) ensure that the certification is posted on a website and linked to www.recovery.gov. The certification shall include a description of the investment, the estimated total cost, and the amount of awarded funds to be used. For the purposes of this term and condition, "obligating funds" means entering into a contract requiring payment for specified goods or services or entering into a loan, reserving funds for a loan guarantee or bond issuance, or making a subaward (subgrant) of financial assistance. **EPA considers projects for the construction, alteration, maintenance, or repair of Truck Stop Electrification (TSE) facilities and diesel emissions reductions projects for heavy generators used in public energy production to be infrastructure investments. Recipients that conduct infrastructure investment projects must comply with this term and condition.**

17. INSPECTOR GENERAL REVIEWS

In addition to the access to records provisions of 2 CFR 215.53 or 40 CFR 31.42, and in accordance with the provisions of section 1515 of the American Recovery and Reinvestment Act of 2009 (ARRA), recipient agrees to allow any appropriate representative of the Office of Inspector General to (1) examine any records of the recipient, any of its procurement contractors and subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the procurement contract, subcontract, grant or subgrant; and (2) interview any officer or employee of the recipient, subcontractor, grantee, subgrantee, or agency regarding such transactions.

The Grantee is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of EPA grant funds may result in criminal, civil or administrative fines and/or penalties.

Recipient should be aware that the findings of any review, along with any audits, conducted by an inspector general of a Federal department or executive Agency and concerning funds awarded under ARRA shall be posted on the inspector general's website and linked to www.recovery.gov, except that information that is protected from disclosure under sections 552 and 552a of title 5, United States Code may be redacted from the posted version.

18. PROTECTION OF WHISTLEBLOWERS

In accordance with section 1553 of the American Recovery and Reinvestment Act of 2009 (Act), recipient agrees that employees of non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement Agency, a person with supervisory authority over the employee, a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of (1) gross mismanagement of an agency contract or grant relating to grant funds; (2) a gross waste of covered funds; (3) a substantial and specific danger to public health or safety related to implementation or use of grant funds; (4) an abuse of authority related to implementation or use of covered funds; or (5) a violation of law, rule, or regulation related to a grant awarded or issued relating to covered funds.

19. FALSE CLAIM

The grantee, and its sub-grantees must promptly refer to EPA's Inspector General any credible evidence that a principal, employee, agent, sub-grantee contractor, subcontractor, loan recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this grant or sub-grants awarded by the grantee.

20. PREFERENCE FOR QUICK-START ACTIVITIES

Preamble

Pursuant to ARRA Division A, Title XVI, Subtitle D, §1602, recipients shall use grant funds in a manner that maximizes job creation and economic benefit. Section 1602 also imposes a quick-start requirement for recipients using funds for infrastructure investments. The term infrastructure refers to the substructure or underlying foundation or network used for providing goods and services; especially the basic installations and facilities on which the continuance and growth of a community, State, etc., depend. Examples include roads, water systems, communications facilities, sewers, sidewalks, cable, wiring, schools, power plants, and transportation and communication systems.

The DERA program provides funding for diesel emissions reductions projects that generally do not constitute infrastructure investments. **For the purposes of this term and condition, EPA has determined that Truck Stop Electrification (TSE) projects and diesel emissions reductions projects for heavy generators used in public energy production are infrastructure investments.** Most other DERA funded activities will not trigger the Quick-Start provision. However, if a Recipient encounters a unique situation at a site that presents

uncertainties regarding the Quick-Start provision's applicability, the Recipient must discuss the situation with EPA before authorizing work.

Quick-Start Preference

- (a) Recipient shall use funds in a manner that maximizes job creation and economic benefit.
- (b) Recipients using funds for infrastructure investment must give preference to funding activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than June 17, 2009.

21. LIMIT ON FUNDS

Recipient shall not use funds for particular activities for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

22. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, PUBLIC LAW 111-5, AND 2 CFR §176.50

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

(b) The recipient of American Recovery and Reinvestment Act (Recovery Act) funds must report on the use of the funds by submitting the SF-PPR-Recovery form not later than 10 days after the end of each calendar quarter to EPA. The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act. The initial report is due by October 10, 2009.

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

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

Recipient agrees to use an EPA enterprise solution for reporting that reflects guidance from OMB. Specific guidance on the process, procedures, data tables, and schemas for reporting (which will rely on existing services such as the Exchange Network) will be published to recipients no later than 30 days after the OMB publishes its final guidance on recipient reporting.

Recipient agrees to comply with any other regulations or guidance related to the reporting requirements of section 1512 of the Recovery Act issued by the OMB or EPA.

23. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS

Preamble

Section 1605 of the Recovery Act (Division A, Title XVI, Subtitle D, §1605) states that none of the funds made available under the Recovery Act may be used 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.

For the purposes of this Buy American term and condition (as applied to diesel emissions reduction projects conducted pursuant to DERA), EPA has determined that this term and condition applies to projects involving the construction, alteration, maintenance or repair of Truck Stop Electrification (TSE) facilities and projects for the construction, alteration, maintenance or repair of heavy generators (such as those used in public energy production) which are considered to be public works when a governmental entity is conducting the project.

If a recipient encounters a unique situation that presents uncertainties regarding Buy American applicability, the recipient must discuss the situation with EPA before procuring iron, steel, or manufactured goods for the project.

Required Use of American Iron, Steel, and Manufactured Goods (not covered under international agreements)-Section 1605 of the American Recovery and Reinvestment Act of 2009.

The following award term applies to projects for the construction, alteration, maintenance, or repair of a public building or public work that does not involve iron, steel, and/or manufactured goods covered under international agreements:

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

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

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

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

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

(b) Domestic preference .

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

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

None

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

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

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

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

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this term and condition shall include adequate information for Federal Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

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

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

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

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

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

(2) If the Federal government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign

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

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

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

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of Measure	Quantity	Cost (Dollars)
Item 1			
Foreign steel, iron or manufactured good			
Domestic steel, iron, or manufactured good			
Item 2:			
Foreign steel, iron or manufactured good			
Domestic steel, iron, or manufactured good			
[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.] [* Include all delivery costs to the construction site.]			

Required Use of American Iron, Steel, and Manufactured Goods (covered under International Agreements)-Section 1605 of the American Recovery and Reinvestment Act of 2009.

The following award term applies to projects for the construction, alteration, maintenance, or repair of a public building or public work that involve iron, steel, and/or manufactured goods covered under international agreements:

(a) Definitions. As used in this award term and condition"
Designated country" --

(1) A World Trade Organization Government Procurement Agreement country (Aruba,

Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;

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

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

"Designated country iron, steel, and/or manufactured goods" --

(1) Is wholly the growth, product, or manufacture of a designated country; or

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

"Domestic iron, steel, and/or manufactured good" --

(1) Is wholly the growth, product, or manufacture of the United States; or

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

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

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

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

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

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions).

These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, 'Nays, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

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

(b) *Iron, steel, and manufactured goods.*

(1) This award term and condition implements

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L.

111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and
(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

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

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

None

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

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

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

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

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph(b)(4) of this term and condition shall include adequate information for Federal Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed Supplier, and

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

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of Measure	Quantity	Cost (Dollars)
Item 1			
Foreign steel, iron or manufactured good			
Domestic steel, iron, or manufactured good			
Item 2:			
Foreign steel, iron or manufactured good			
Domestic steel, iron, or manufactured good			
[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.] [* Include all delivery costs to the construction site.]			

24. SINGLE AUDITS

In accordance with OMB Circular A-133, which implements the single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package.

The recipient MUST submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions is available on the Federal Audit Clearinghouse Web site: <http://harvesteLcensus.gov/fac/> .

25. TRANSPARENCY AND ACCOUNTABILITY - Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients, 2 CFR §176.210

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5)(Recovery Act) as required by Congress and in accordance with 2 CFR 215, subpart . 21 "Unifoffi1 Administrative Requirements for Grants and Agreements" and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

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

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

26. PAYMENT TO CONSULTANTS

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to .the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-I8), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2009, the limit is

\$587.20 per day and \$73.40 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.360) or 30.27(b).

27.0MB GUIDANCE

This award is subject to all applicable provisions of implementing guidance for the American Recovery and Reinvestment Act of 2009 issued by the United States Office of Management and Budget, including M-09-10 Initial Implementing Guidance for the American Recovery and Reinvestment Act (February 18, 2009); M-09-15 Updated Implementing Guidance for the American Recovery and Reinvestment Act of 2009 (April 3, 2009); M-09-16, Interim Guidance Regarding Communications With Registered Lobbyists About Recovery Act Funds (April 7, 2009); and M-09-18, Payments to State Grantees for Administrative Costs of Recovery Act Activities (May 11, 2009), available on www.recovery.gov, and any subsequent guidance documents issued by OMB.

28. ADDITIONAL FUNDING DISTRIBUTION AND ASSURANCE OF APPROPRIATE USE OF FUNDS

Not later than 45 days after the enactment of the Recovery Act and prior to receiving funds, Recipient must affirm that either (1) the State Governor has certified that the State will request and use funds provided by the Act and the funds will be used to create jobs and promote economic growth, or (2) if funds are not accepted for use by the Governor of the State, the State legislature has accepted the funds by means of adopting a concurrent resolution. After a State legislature's concurrent resolution, funding within the State shall be distributed to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

29. USE OF LOGOS (Note: This is mislabeled)

The Grantee is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of EPA grant funds may result in criminal, civil, or administrative fines and/or penalties.

30. DISADVANTAGED BUSINESS ENTERPRISE.

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreement.

Current Fair Share Objective/Goal

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The Allegheny County Health Department has negotiated the following, applicable *MBE/WBE* fair share objectives/goals with EPA as follows:

MBE%: CONSTRUCTION 2.0% EQUIPMENT 2.0% SERVICES 2.0% SUPPLIES 2.0%
WBE%: CONSTRUCTION 13.0% EQUIPMENT 13.0% SERVICES 13.0% SUPPLIES 13.0%

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

If the recipient has not yet negotiated its *MBE/WBE* fair share objectives/goals, the recipient agrees to submit proposed *MBE/WBE* objectives/goals based on an availability analysis, or disparity study, of qualified *MBEs* and *WBEs* in their relevant geographic buying market for construction, equipment, services and supplies.

The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional *MBE/WBE* Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 49 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained: .

- (a) Ensure Disadvantaged Business Enterprises (*DBEs*) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and local government recipients, this will include placing *DBEs* on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to *DBEs* and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by *DBEs* in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with *DBEs*. For Indian Tribal, State and Local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by *DBEs* in the competitive process.
- (d) Encourage contracting with a consortium of *DBEs* when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding *DBEs*.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBEIWBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a recipient's MBEIWBE accomplishments. The reports must be submitted semiannually for the periods ending March 31st and September 30th for:

Recipients of financial assistance agreements that capitalize revolving loan programs (CWSRF, DWSRF, Brownfields); and
All other recipients not identified as annual reporters (40 CFR Part 30 and 40 CFR Part 35, Subpart A and Subpart B recipients are annual reporters).

The reports are due within 30 days of the end of the semiannual reporting periods (April 30 and October 30). Reports should be sent to Romona McQueen, Small Business Program Manager (3PMOO), U.S. EPA - Region III, 1650 Arch Street, Philadelphia, PA 19103-2029. Final MBEIWBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBEIWBE reports.

EPA Form 5700-52A maybe obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp .

31. LOGO USE

This project receives funding under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and the grantee, sub-grantee or loan recipient must display the Recovery Act Logo in a manner that informs the public that the project is a Recovery Act investment. The ARRA logo may be obtained from the EPA grants office listed in this award document. If the EPA logo is displayed along with the Recovery Act logo and logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the grantee, sub-grantee or loan recipient received financial assistance from EPA for the project.

32. CIVIL RIGHTS COMPLIANCE

Recipients and subrecipients of Recovery Act funds or other Federal financial assistance must comply with Title VI 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 a variety of program-specific statutes with nondiscrimination requirements. Other civil rights laws may impose additional requirements on recipients and subrecipients. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and

the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws. For questions about these civil rights obligations, please call the EPA's Office of Civil Rights at 202-564-7272 or contact us via e-mail: <http://www.epa.gov/civilrights/comments.htm>.

33. PRE-AWARD COSTS FOR RECOVERY ACT GRANTS TO STATE AND LOCAL GOVERNMENTS SUBJECT TO 40 CFR PART 31 OTHER THAN CLEAN WATER OR DRINKING WATER STATE REVOLVING FUND CAPITALIZATION GRANTS

In accordance with 2 CFR Part 225, Appendix B, Item 31, costs the recipient incurred up to 90 days prior to award that were negotiated with EPA in anticipation of the award, including preparing for expending funds made available by the American Recovery and Reinvestment Act, and are necessary to comply with the schedule for delivering work products during the period of performance are allowable provided the costs:

1. Are eligible under the statutory authority for the award and are otherwise allowable under 2 CFR Part 225, and;
2. Are for activities described in the EPA approved scope of work and included in the EPA approved budget, and;
3. Were incurred in compliance with the procurement provisions of 40 CFR Part 31, 40 CFR Part 33, and if applicable, 40 CFR Part 35, Subpart 0, and;
4. Were not incurred for activities directly related to a casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, and;
5. Further the goals of the American Recovery and Reinvestment Act to create and preserve jobs, promote economic recovery, and invest in environmental protection, and;
6. Are in compliance with the applicable provisions of the American Recovery and Reinvestment Act.

34. PATENTS AND INVENTIONS

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401.

Pursuant to the Bayh-Dole Act (set forth in Title 35 USC Sections 200-212), EPA retains the right to a worldwide, nonexclusive, irrevocable, paid license to practice the invention elected by the managing and operating contractor, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the laws mandated by the Bayh-Dole Act, the recipient shall utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov>. Annual utilization reports shall be submitted through the system. As required by PL 106-107, a single common Internet web form will soon be available on the iEdison website. Thereafter, the recipient must use the web form to submit the summary report of inventions prior to the close-out of the assistance agreement.

In accordance with Executive Order 12618, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector; and license, assign, or waive rights to intellectual property "developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories."

Job ID Number	Vehicle Class	Vehicle Count	Machine				Engine Prefix Number	HP	Technology	Total Labor	Total Parts	Total Job Cost
			Engine Make	Sales Model	Engine Model							
1	Excavator	1	Caterpillar	330C	C9	DKY, CAP, CYA, JNK, KDD, B1K, B2L, B4N, B3M, D3C	247	Diesel Particulate Filter				
2	Excavator	2	Caterpillar	330B	3306	6DR, 3YR, 8TR, 4RS, 8SR, 5YM, 9ML, AME	250	Diesel Particulate Filter				
3	Excavator	2	Caterpillar	345B	3176	2SW, 4SS, 5WS, 9GS, 2NW	290	Diesel Particulate Filter				
4	Wheel Loader	1	Caterpillar	966G	3176	3WS, 3ZS, 3PW, 9RS	300	Diesel Particulate Filter				
5	Excavator	1	Caterpillar	325B	3116	CRB, Y4P, BFE, BMM, BTD, M2K, S3M, G1L, BKW, S2C	168	Diesel Particulate Filter				
Total		7										

Job Number: enter job number here from Attachment B

Technology: Indicate technology type here: Diesel Particulate Filter, Engine Upgrade, Engine Repower

Labor: provide detail on labor cost in this section

	Description	Hours	Hourly Rate	Total Labor Cost
1.0				
2.0				
3.0				
etc				

Total Labor: _____

Parts: provide detail on parts cost in this section

	Description	Catalog List Price	Discount %	Total Parts Cost
1.0				
2.0				
3.0				
etc				

Total Parts: _____

Other Costs: provide detail on other costs in this section, including datalogging, diagnostics, etc.

	Description	Unit	Unit Cost	Total Other Costs
1.0				
2.0				
3.0				
etc				

Total Other Costs: _____

Total Job Costs: