



north carolina  
**Green Business Fund**

**U.S. Department of Energy ARRA-funded Solicitation**

**Solicitation No.:** NCBST-1101GBF-ARRA

**Solicitation Period:** February 17 – March 30, 2011

**Application closing date:** March 30, 2011

*Funded through the North Carolina State Energy Office from the American Recovery and Reinvestment Act of 2009*

Administered by:  
**North Carolina Board of Science and Technology**  
North Carolina Department of Commerce  
301 North Wilmington Street  
1326 Mail Service Center  
Raleigh, NC 27699-1326  
919-733-6500  
Website: <http://www.ncscitech.com>

**Notice of Availability of Funds and 2010-2011 Program Solicitation for The U.S.  
Department of Energy ARRA-funded NC Green Business Fund**

<b>Announcement Type:</b>	Notice of Funding Opportunity and Invitation for Applications under the State Energy Program issued by the North Carolina Board of Science and Technology (the "Board"), a division of the North Carolina Department of Commerce (the "Agency").
<b>Eligible Applicants:</b>	Small North-Carolina based for-profit businesses (with 100 or fewer employees) and non-profit organizations with Projects that directly benefit North Carolina small businesses.
<b>Funding Opportunity Number:</b>	NCBST-1101GBF-ARRA
<b>Statute and Guidelines:</b>	This Funding Opportunity is made available under the American Recovery and Reinvestment Act, Public Law 111-5 (ARRA) State Energy Program Formula Grants (Funding Opportunity Number: DE-FOA-0000052). The State Energy Program Guidelines are set forth in Appendix E – State Energy Program Guidelines hereto, and are incorporated into this Funding Opportunity by reference as though set forth in their entirety herein. This Funding Opportunity is governed by ARRA, the agreement between the Agency and the U.S. Department of Energy (the "DOE"), identified as DE-EE0000157, 10 CFR Part 420, 10 CFR Part 600 and federal and State guidelines issued thereunder. Capitalized terms in this Solicitation have the meanings ascribed to them in the Guidelines. All references to Applications, Awards, Project and Proposals herein are references to Applications, Awards, Projects, Proposals, and Project Proposals under this Solicitation.
<b>Solicitation Period:</b>	February 17 – March 30, 2011.
<b>Closing date:</b>	The last time and date for receipt of Applications under this Solicitation is 2:00 p.m, March 30, 2011. The Board must receive all Application materials prior to the Closing Date. No Applications or supplemental materials submitted in response to this Solicitation will be accepted after this date.
<b>Funding Available under this funding opportunity</b>	<b>The maximum amount of funding available for all awards made under this Funding Opportunity is approximately \$3,000,000.</b>
<b>Maximum grant amount:</b>	\$500,000. Applicants are eligible for only one Award under this Funding Opportunity. If an Applicant wishes to seek funding for more than one Project, the Applicant must include all Projects in one Application. See additional details in Funding Objectives. Only Projects with a minimum scope of \$100,000 will be considered.
<b>Matching Funds</b>	No Matching Funds are Required for this solicitation.
<b>Application process</b>	Applicants are required to complete an online submission using the Board's <b>sciGrants</b> system accessible through its website at <a href="http://www.ncscitech.com/scigrants.htm">http://www.ncscitech.com/scigrants.htm</a> . Under the <b>NC Green Business Fund</b> column, click on the <b>FY 2011 Proposal</b> link beneath the <b>Start a New Application</b> heading. Applicants not able to obtain Internet access or for whom the electronic filing requirement causes an undue hardship may request a waiver from the electronic filing requirement (see Submission Process section).
<b>Questions about this</b>	To ensure fairness, questions relating to the intent and/or content

**Solicitation**

of priority areas and funding objectives cannot be answered during the Solicitation Period. **Only questions requesting clarification of application instructions and administrative matters will be answered.** Questions must be directed in email or writing to the NC Green Business Fund administrator, Mr. Paul Shannon, at 301 N. Wilmington Street, 1326 Mail Service Center, Raleigh, NC 27699-1326 or [ncbst@nccommerce.com](mailto:ncbst@nccommerce.com) before 5pm on March 18, 2011. Answers to all questions will be compiled and posted on the Board's website, [www.ncscitech.com](http://www.ncscitech.com), on a regular basis.

**Questions Regarding Proposal Status**

Except for an acknowledgment of an Application receipt (to be e-mailed within thirty (30) days of the date of receipt), information about Applications will not be available until final selections are announced.

**Table of Contents**

Notice of Availability of Funds and 2010-2011 Program Solicitation for The NC Green Business Fund ..... 2

**Table of Contents** ..... 4

Introduction ..... 6

American Recovery and Reinvestment Act of 2009 ..... 6

Funding Objectives ..... 8

Eligibility ..... 9

Application Requirements ..... 10

**Project Overview** ..... 11

**Project Summary** ..... 11

**Project Description** ..... 11

**Monitoring and Verification** ..... 11

**Firm or Organization Background and Experience** ..... 12

**Budget** ..... 12

**Leveraged Funds** ..... 14

**Required Forms** ..... 14

**Supporting Materials** ..... 15

Evaluation Criteria ..... 16

Submission Process ..... 18

    Step 1 ..... 18

    Step 3 ..... 18

**Part 1** ..... 18

**Part 2** ..... 18

**Part 3** ..... 18

**Part 4** ..... 18

**Part 5** ..... 19

**Part 6** ..... 19

**Part 7** ..... 19

**Part 8** ..... 19

    Step 4 ..... 19

**Small For-Profit Businesses** ..... 19

**Non-Profit Organizations** ..... 19

Review Process ..... 21

Award Structure ..... 21

Reporting Requirements ..... 22

Debriefing of Unsuccessful Applicants ..... 23

APPENDICES ..... 24

Appendix A: Required Forms ..... 24

**Application Information Form** ..... 25

**Grant Agreement Form** ..... 26

**Environmental Questionnaire for Making Individual NEPA Determinations For Activities Funded From State Energy Program Grants (ES-1)** ..... 27

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions** ..... 35

**Certification Regarding Lobbying** ..... 37

**Office for Historically Underutilized Businesses (HUB)** ..... 38

Appendix B: Reporting requirements ..... 40

    MONTHLY FINANCIAL REPORT REQUIREMENTS ..... 40

    QUARTERLY STATUS REPORT REQUIREMENTS ..... 41

    FINAL REPORT REQUIREMENTS ..... 41

    STATE GRANT COMPLIANCE REPORTS ..... 41

Appendix C – Federal ARRA Provisions ..... 43

Appendix D – N.C. General Statute Provisions Addressing Public Records ..... 45

Appendix E – N.C. General Statute Provisions Addressing the Use of State Funds by Non-State Entities ..... 48  
Appendix F – N.C. General Statute Provisions Addressing the Collection of Tax Debts..... 51  
Appendix G – Sample Policy Addressing Conflicts of Interest..... 53  
Appendix H – Program Guidelines ..... 55  
Appendix I – 2011 North Carolina County Tier Designations..... 60  
Appendix J Terms and conditions of DOE Award Agreement Number ) *DE-EE0000157*. ..... 62  
Appendix K: General Terms and Conditions ..... 80

---

## Introduction

---

The North Carolina Board of Science & Technology (NCBST or "Board") invites Proposals for the 2011 Special Department of Energy ARRA funded North Carolina Green Business Fund (NCGBF). This RFP is open to entities whose principal place of business is in North Carolina and who are either 1) small for-profit businesses (with fewer than 100 employees) or 2) non-profit organizations with Projects that directly benefit North Carolina small businesses. The goal of this RFP is to award grants to Applicants whose proposals reduce energy usage, implement renewable energy measures, and promote the use of building energy efficiency.

The Guidelines for the Green Business Fund (see Appendix H) allow Projects under three Priority Areas; **however for purposes of this Solicitation, Projects must fall under Priority Area 3: Attracting and leveraging private sector investment and entrepreneurial growth in environmentally conscious clean technologies and renewable energy products and businesses in North Carolina. In addition, proposed Projects must directly benefit small North Carolina businesses.**

Awards may be made for Projects that further one or more of the goals stated below:

- Save energy;
- Install or generate renewable energy to offset the use of energy from greenhouse gas generating sources as a demonstration project or use all of the generated energy on site;
- Promote building energy efficiency;
- Create or retain jobs.

Consideration will be given to proposed Projects that leverage non-federal funds. Additional consideration will also be given to proposed Projects that benefit economically distressed regions: North Carolina Tier One and Tier Two counties as defined by the North Carolina Department of Commerce. A list of 2011 county tier designations is available in Appendix I.

---

## American Recovery and Reinvestment Act of 2009

---

NCBST offers this Funding Opportunity as part of the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (ARRA or Recovery Act) to encourage energy conservation and economic investment in energy technologies. ARRA and U.S. Department of Energy (DOE) guidelines also require that projects adhere to a number of reporting and project implementation standards that are outlined below. To the extent possible, this Funding Opportunity has listed the most current requirements. However, Applicants who receive Awards should be aware that additional requirements may be added by the federal government and by the North Carolina Office of Economic Recovery and Investment (OERI) for which the Applicant will be responsible. The NCBST will work with Applicants on implementing all requirements of the Award in a collaborative manner.

Projects under this Funding Opportunity will be funded by the Recovery Act. The Recovery Act's purposes are to stimulate the economy, reduce energy consumption and to create and retain jobs. The Recovery Act gives preference to activities that can be started and completed expeditiously. Accordingly, special consideration will be given to Projects that promote and enhance the objectives of the Recovery Act, especially job creation and preservation and economic recovery.

Be advised that special terms and conditions apply to Projects funded by the Recovery Act relating to, but not limited to, the following:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;

- Publication of information on the Internet;
- Access to records includes Inspectors General, Government Accountability Office, DOE, Office of the State Auditor and the Office of Management and Budget (OMB);
- Prohibition on use of funds for gambling establishments, aquariums, zoos, golf courses or swimming pools;
- Ensuring that ARRA Buy American Provisions are followed;
- Ensuring wage rates comply with the Davis-Bacon Act and are comparable to those prevailing on projects of a similar character;
- Protecting whistleblowers and requiring prompt referral of evidence of a false claim to an appropriate inspector general and the posting of whistleblowers rights in the Grantee's work place and the Project location; and
- Competitive processes are required when purchasing goods or services using ARRA funds.

Details regarding the requirements applicable to funding under this Funding Opportunity are located in the Appendices.

There are numerous guidance documents available to the public to assist the Applicant in complying with the applicable terms and conditions of the Award. It is incumbent upon the Applicant to consult the DOE Web site, [www.energy.gov](http://www.energy.gov), the OMB Web site <http://www.whitehouse.gov/omb/>, the federal Recovery Web site, [www.recovery.gov](http://www.recovery.gov), the NC State Energy Office, [www.energync.net](http://www.energync.net), the Office of Science and Technology website, [www.ncscitech.com](http://www.ncscitech.com), and the North Carolina Recovery Web site, [www.ncrecovery.gov](http://www.ncrecovery.gov), regularly to keep abreast of guidance and information as it evolves. Grantees of funds under this Funding Opportunity are responsible for compliance with all requirements and costs associated with funding. No additional funding will be provided under the Award.

Recipients of funding under this Funding Opportunity must comply with all applicable requirements of federal, State and local laws, rules, regulations, DOE Award Agreement DE-EE0000157 (See Appendix J), policy and guidance issued by the DOE, the OMB, the U.S. Department of Labor (DOL), the Environmental Protection Agency (EPA), the Advisory Council on Historic Preservation (ACHP) and the OERI. Given the rapidity with which funds will be disbursed under the Recovery Act and the subsequent development of implementation requirements, Grantees are subject to changes to the requirements that may, from time to time, be issued subsequent to issuance of this Funding Opportunity by implementing federal and State agencies, through directives or otherwise, as they may apply to the recipient's funding and related performance. Recipients are required to reflect all applicable requirements in their agreements with subrecipients, contractors, and subcontractors at any tier to ensure compliance with the requirements.

Be advised that Recovery Act funds may be used in conjunction with other funding as necessary to complete Projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related OMB guidance. Recovery Act funds awarded under this Funding Opportunity may not be commingled with any other funds. Recipients of funds from sources other than the Recovery Act must keep separate records for Recovery Act funds and must ensure those records comply with the requirements of the Recovery Act. Funding provided through the Recovery Act that is supplemental to an existing grant is one-time funding.

Applicants who are non-state entities receiving ARRA funds under this Funding Opportunity should be aware that they are required to use and document transparent competitive processes approved by NCBST for the procurement of goods and services when using ARRA funds.

Applicants should be aware that federal guidance on implementation of Projects and reporting is regularly updated. Grantees will be responsible for complying with current and future requirements related to the Award. NCBST recognizes the tenuous nature of the above

statement. NCBST will help Grantees in this Program to comply with the applicable requirements. The intent of NCBST is to utilize ARRA funds in a way that stimulates the economy, builds businesses, and saves energy. This can only be accomplished in a cooperative environment.

---

## **Funding Objectives**

---

This competitive Funding Opportunity will provide funding for Projects that benefit North Carolina-based small businesses by reducing their overall energy usage and implementing renewable energy measures. Projects that increase awareness of building energy efficiency by proposing energy efficiency education, training, and energy audits to businesses are also eligible.

Funding can be used to support energy efficient materials, equipment purchases, contracting, installation and training related to renewable energy or energy efficiency measures. Projects must be installed and become operational by December 31, 2011. The Project Description must identify and describe the major deliverables necessary to complete the Project prior to December 31, 2011.

If funding for more than one Task is requested, an Applicant must prioritize the Tasks so that, if all Tasks cannot be funded, we can fund those with the highest stated priority. For the purpose of this RFP, "Task" is an independent sub-element of an overall project. For a project to receive final approval design documents shall be made available for inspection, as appropriate and non-binding estimates shall be submitted with the response. Participants will be limited to a maximum grant of \$500,000 (five hundred thousand) total for all Tasks.

A Project funded under this Funding Opportunity is subject to the National Environmental Policy Act (NEPA), which requires the consideration of the environmental impacts of proposed Projects and of reasonable alternatives to activities that may have an environmental impact. Please note that only Projects that are categorically excluded from the National Environmental Policy Act (NEPA) as determined by the State Energy Office (SEO) and/or the DOE and that do not require a full environmental assessment or environmental impact statement are eligible for an Award under this Funding Opportunity. Please see additional NEPA requirements in the Required Forms section of the Application Requirements. Due to evolving NEPA requirements, the NCBST may require that proposed Projects be modified if they cannot meet NEPA requirements, and complete the Project no later than 12/31/2011.

The goals of this Award include, but are not limited to:

- new job creation and preservation;
- improving energy efficiency in North Carolina small businesses;
- increasing renewable energy measures in North Carolina small businesses;
- educating North Carolina small businesses about energy efficiency and renewable energy measures; and
- energy conservation – 10,000,000 Btu's per \$1,000 of grant funding.

Examples of Projects that are eligible for funding include but are not limited to:

- Retrofits of existing buildings or facilities to improve energy efficiency.
- Replacing existing, inefficient manufacturing equipment such as motors and pumps with more energy efficient equipment.
- Installation of small renewable energy sources located on existing buildings or existing facilities – photovoltaics, wind turbines, solar thermal hot water, geothermal heat pumps, combined heat and power systems.
- Energy efficient or renewable energy-powered emergency systems (lighting, cooling, heat, shelter) installed in existing buildings and facilities.
- Alternative fueling tanks and systems installed on existing facilities, excepting biorefineries.

- Training programs to promote energy efficiency and renewable energy usage among small businesses.

---

## Eligibility

---

**Eligibility for the 2010 - 2011 NCGBF Solicitation is open to 1) small for-profit businesses (with fewer than 100 employees) and 2) non-profit organizations with Projects that directly benefit North Carolina small businesses.** Eligible Applicants may receive no more than one (1) Award during this Solicitation Period. Projects implementing energy efficiency, renewable energy measures either on site or utilizing demonstration projects, and energy efficiency education and training are eligible for this Funding Opportunity.

In addition, proposed Projects **must meet all** the following criteria:

- The Project activities must be undertaken in North Carolina,
- The Applicant's Principal Place of Business must be located in North Carolina (i.e., North Carolina must be the state in which the organization maintains its head office, where its books and records are kept, and senior management is located, as reported to the state's Secretary of State.)
- The Applicant may not apply for a second NCGBF Award for activity which the Applicant has already received an NCGBF Award under a previous solicitation.
- Any Applicant that, in the judgment of the NCBST, has failed to correct a material breach of an award agreement or of any grant agreement under any program administered by the NCBST or the State of North Carolina is ineligible to submit an application.
- An Applicant who is debarred, suspended or otherwise excluded from or ineligible for participation in federal or State financial assistance activities is ineligible for an Award.
- The Applicant must be current on all tax obligations to the local, State and federal governments.
- This Award cannot be used to fund expansion of manufacturing facilities (as defined in 10 CFR Part 420).
- This Award cannot be used towards Research and Development activities or to implement technologies that are not deemed Commercially Available (see 10 CFR Part 420) Please note that only Projects that are categorically excluded from the National Environmental Policy Act (NEPA) as determined by the SEO and/or the DOE and that do not require a full environmental assessment or environmental impact statement are eligible for an Award under this Funding Opportunity. Please see additional NEPA requirements in the Required Forms section of the Application Requirements (Appendix A). Boiler replacements will not be funded since they are subject to a higher level of review by DOE.

Applicants should note that the State requires compliance with self-dealing rules for Grantees and their contractors and subcontractors. These rules require, among other things, that no one with direct lineal relations may receive incentive payment. For example, the mother, father, brother, sister, son or daughter of a contractor working in this Program cannot receive Awards, contracts and subcontracts.

Applicants must disclose the names and organizations of all internal and external personnel who provided substantive information in preparation of the Application.

***Examples of Eligible Projects that qualify for NEPA Categorical Exclusion under the GBF:***

- Retrofits of existing buildings or facilities with energy efficient equipment.
- Energy efficient or renewable energy-powered emergency systems (lighting, cooling, heat, shelter) installed in existing buildings and facilities.
- Alternative fueling tanks and systems installed on existing facilities (excluding bio-refineries).
- Training programs focusing on energy efficiency.

- Installation of small renewable energy sources located on existing buildings or existing facilities – photovoltaics, wind turbines, solar thermal hot water, geothermal heat pumps, combined heat and power systems. The following are some guidelines as to what the NCGBF would deem small:
  - a. Photovoltaics – appropriately sized units on existing rooftops and parking shade structures; or 60kW systems or smaller installed on the ground within the boundaries of an existing facility.
  - b. Wind turbines – 20kW or smaller.
  - c. Solar thermal hot water – appropriately sized units for residences or small commercial buildings.
  - d. Geothermal heat pumps – 10 tons of capacity or smaller.
  - e. Geothermal power plants – 300kW or smaller (factors such as open or closed loop and fluid type play a role)
  - f. Combined heat and power systems – systems sized to boilers appropriate to the buildings in which they are located.

**Note:** Individual systems larger than those above may be categorically excluded based on additional information provided by the applicant regarding a specific installation. Very large renewable energy systems (e.g., wind farms or district geothermal heat systems) that serve many customers built on a green field site would definitely not fall within a categorical exclusion; nor would a large facility comprising many small sources. Finally, installing any renewable energy system on a historic structure could require further consideration under the National Historic Preservation Act or other statutes.

---

## Application Requirements

---

The response to this Funding Opportunity must consist of an Application that includes an Application Information Form, a **completed and signed** Grant Agreement Form, a Proposal and budget and other required forms. The Application Information Form and Grant Agreement Form, as well as other required forms, are located in Appendix A – Required Forms.

The Proposal must include the following sections with each section titled as follows:

Project Overview  
 Project Summary  
 Project Description  
 Monitoring and Verification  
 Firm or Organization Background and Experience  
 Detailed Budget and budget narrative

All documents submitted, including all Application materials, are public records governed by Chapter 132 of the North Carolina General Statutes and applicable provisions of the North Carolina General Statutes protecting confidential information (See Appendix D). When specific information in an Application is regarded by the Applicant and by law as confidential and not subject to disclosure under the North Carolina Public Records Act (e.g., trade secrets and/or privileged and confidential information), the Applicant should specifically and clearly designate it as such in writing on that portion of the Application in which the information appears with the following notice:

**Notice of Restriction on Disclosure and Use of Data**

*The data contained in pages ---- of this Application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this Applicant receives an Award as a result of or in connection with the submission of this Application, the Board and DOE shall have the right to use or disclose the data here to the extent provided in the Award.*

*This restriction does not limit the government's right to use or disclose data obtained without restriction from any source, including the Applicant.*

The Applicant shall provide an explanation for why particular information is regarded as confidential. Indiscriminate designations of information as "confidential," such as form language automatically inserted into e-mails or into the margins of documents, will not be regarded as sufficient designations. It is strongly recommended that an Applicant review Appendix D as it relates to the Provisions of N.C. General Statutes Addressing Public Records and Confidential Information.

### **Project Overview**

The Project Overview is a one-page narrative summary of the proposed Project that contains a brief description of the Project, including how the Project meets the funding objectives of this Funding Opportunity, the amount of funding requested and a brief overview of the Applicant's background and qualifications.

### **Project Summary**

The Project Summary is a one-paragraph summary of the proposed Project that contains a brief description of the Project and key results. This paragraph will be used for public announcement in the event that the Project is funded.

### **Project Description**

This section must include, in narrative, outline and/or graph form, the Applicant's approach to accomplishing the Tasks outlined in the Funding Objectives section of this Funding Opportunity. The Applicant must identify and describe the major Tasks necessary to complete the Project prior to December 31, 2011. A description of each Task and the schedule for accomplishing each must be included. Submit examples of similar Projects successfully completed.

Using up to ten standard pages for the narrative, and additional pages for charts and diagrams, describe each Task in sufficient detail to explain how the proposed Project will be successfully completed:

- Provide baseline energy consumption prior to Project implementation (where applicable). If Technical Assistance is needed to determine the baseline energy consumption and verify the baseline changes upon completion of the project, email: [ncbst@nccommerce.com](mailto:ncbst@nccommerce.com)
- Provide a description of the energy efficiency or renewable energy measures to be implemented, where applicable.
- Provide a description of any training programs to be developed with this grant that will help improve energy efficiency and/or implement renewable energy measures (where applicable). All materials submitted shall become property of the State.
- Describe existing equipment that will be replaced, to include specifications, models, age in years and efficiency ratings.
- Provide a description of proposed new equipment and materials specific to the Project, to include specifications and efficiency ratings.
- Provide a description of the annual report that summarizes monitoring and reporting of Project data on energy use after Project improvements.
- Provide a projected ANNUAL amount of energy saved in BTUs or kWh and the energy dollars saved. Calculations must be shown.
- All Applicants shall provide a description of the data collection system.
- All Applicants must demonstrate how they will transition to a sustainable business model that will persist after ARRA funds are expended and contribute to the growth of the clean energy sector in North Carolina.

### **Monitoring and Verification**

Applicants must develop and include in the Proposal a Monitoring and Verification (M&V) plan to assess the energy savings that will result from the implementation of the Project.

Note that prior to the implementation of the Project, a Grantee is required to measure the *actual* energy consumption of the equipment, vehicle, and/or facilities to be addressed by the Project. This measured value serves as the baseline. The M&V plan shall include the methodology, including documentation that will be provided to the Board, used to measure the energy savings both before and after Project implementation. All Projects are subject to monitoring site visits by the Board and/or the SEO from the date of the Award through Project completion to verify progress and system operation.

**Firm or Organization Background and Experience**

This section must include the proposed staffing and deployment and organization of personnel to be assigned to the Project. The Applicant must provide information as to the qualifications and experience of all key personnel to be assigned to this Project, including brief resumes citing experience with similar projects and the responsibilities to be assigned to each person. If the Applicant is or will be involved in a collaborative partnership that will support the Project, then the Applicant must describe the purpose, role, and responsibilities of the partnering entities; and inputs they will provide such as matching funds or in-kind donations to help move the proposed Project to success. *Applicants in collaborative partnerships are strongly encouraged to submit Letters of Commitment or Agreement from partnering entities (see "Supporting Materials" below).*

Applicants must disclose all the names and organizations (including contractors) of those who provided substantive information in preparing any Application. This information will be collected as part of the online submission process.

**Budget**

The Applicant must include a budget summary, budget narrative and budget justification for the proposed Project. If the Project consists of more than one Task each budget line item must be identified according to Task, The budget narrative shall describe each expense item in sufficient detail to provide a complete picture of how funds will be allocated. The budget justification is a brief explanation of each line item and indicates how each item relates to the proposed Project. The budget summary is a statement of each Project-related expense in the following format (A downloadable version is available through *SciGrants*). "Required Funds", as referenced in this budget summary form, refer to the amount of grant monies requested. "Leveraged Funds" as referenced in this budget summary form refer to additional non-federal funds that will be spent on the Project.\*

---

\* Leveraged Funds are not a requirement of the NCGBF, and if no funds are leveraged, the related budget fields may be left blank.

APPLICANT NAME: \_\_\_\_\_ SOLICITATION NO. \_\_\_\_\_

Instructions: All fields required. Add additional rows to each table, as necessary.

**PROJECT SUMMARY BUDGET**

Task Description	Requested Funds (\$)	Required Funds (\$)	Leveraged Funds (\$)	Total Project Cost (\$)
<b>TOTAL</b>				

**SOURCES OF REQUIRED AND LEVERAGED FUNDS**

Contributer	Required Funds (\$)	Leveraged Funds (\$)
<b>TOTAL</b>		

**BUDGET ANALYSIS**

% Required Funds Required by Funding Opportunity	
% Required (Total Required Funds × 100 ÷ Total Project Cost)	
% Leveraged (Total Leveraged Funds × 100 ÷ Total Project Cost)	
Leverage Ratio (Total Leveraged Funds ÷ Total Funds Requested)	

**PERSONNEL**

Task Description	Position	Project Totals				Pay Basis
		Time (hrs)	Base Pay (\$/hr)	Fringe (\$)	Total (\$)	
<b>TOTAL PERSONNEL BUDGET</b>			--			--

Please describe fringe calculation and basis for all rates used. Attach the federally-approved fringe benefit rate agreement, if available.

**TRAVEL**

Purpose of Travel	# of Persons Traveling	# of Days	Departure	Destination	Total Cost		Basis for Cost Estimates
					Per Person (\$)	Per Trip (\$)	
<b>TOTAL TRAVEL BUDGET</b>							--

**EQUIPMENT & SUPPLIES**

Item	Quantity	Unit Cost (\$ each)	Total Cost (\$)	Basis for Cost Estimate
<b>TOTAL EQUIPMENT &amp; SUPPLIES BUDGET</b>				--

**CONTRACTUAL (VENDORS, CONTRACTORS & CONSULTANTS)**

Sub-recipient	Purpose/Task Description	Total Cost (\$)
<b>TOTAL CONTRACTUAL BUDGET</b>		

**CONSTRUCTION**

General Description	Cost	Basis of Cost Estimate	Justification of Need
<b>TOTAL CONSTRUCTION BUDGET</b>			

**OTHER DIRECT COSTS**

General Description	Cost	Basis of Cost Estimate	Justification of Need
<b>TOTAL OTHER DIRECT COSTS BUDGET</b>			

**INDIRECT COSTS**

Please describe indirect cost calculations. If multiple indirect rates apply, the explanation and calculations should identify the rate used and the base it was applied to, how that base was calculated, and the total for each rate type and all indirect costs. Please attach a federally-approved indirect rate agreement, if available.

**Administrative Costs:**

Examples include personnel management and fiscal and legal support, *up to a maximum of 10 percent* of the requested amount. All administrative costs must be documented. If the actual Award is less than the requested amount, the administrative costs will be adjusted to an amount no greater than 10% of the award.

**Ineligible Costs:**

Any cost that is listed as an ineligible cost under 10 CFR 420.18 (“Expenditure prohibitions and limitations” at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=91b9e912ec80f9804e44a2ccee896678&rgn=div5&view=text&node=10:3.0.1.4.15&idno=10>) will not be funded and will not be eligible for use as leveraged funds. Please review the list of SEP-prohibited costs carefully before writing your Proposal.

**Leveraged Funds**

There are no requirements for leveraged funds except as noted in this Funding Opportunity. However, Applicants that do leverage funds will receive points in the evaluation. Please refer to the Evaluation Criteria section for details. Please note that any funds that the Applicant puts forth as leverage and required Project funds are subject to all of the requirements of Awards under this Funding Opportunity. Leveraged funds shall be weighted according to Equation 1 in the Evaluation Criteria. Unreimbursed indirect costs can be counted as Leveraged Funds.

**Required Forms**

Applicants are required to complete and submit with the Application the following forms in addition to any other forms referenced in this document (see Appendix A; also available for download through [www.ncscitech.com](http://www.ncscitech.com)):

1. Application Information Form.
2. Completed and signed Grant Agreement Form.
3. National Environmental Policy Act Form (ES-1). A Project funded under this Funding Opportunity is subject to the National Environmental Policy Act (NEPA), which requires the consideration of the environmental impacts of proposed Projects and of reasonable alternatives to activities that may have an environmental impact. Please note that only Projects that are categorically excluded from the National Environmental Policy Act (NEPA) as determined by NCBST, the SEO, and/or the DOE and that do not require a full environmental assessment or environmental impact statement are eligible for an Award under this Funding Opportunity. This includes, but is not necessarily limited to, the categories of projects described in the State Energy Program Notice (10-0001) dated December 17, 2009, located at [http://www.energync.net/wdocs/arraWebinar/NEPA\\_program\\_guidance\\_notice\\_10-003.pdf](http://www.energync.net/wdocs/arraWebinar/NEPA_program_guidance_notice_10-003.pdf).

In order to evaluate the potential adverse environmental effects of a Project, the Applicant must complete and submit an ES-1 form located in Appendix A – Required Forms.

Please note that only Projects that are categorically excluded from the National Environmental Policy Act (NEPA) as determined by NCBST, the SEO, and/ or the DOE and that do not require a full environmental assessment or environmental impact statement are eligible for an Award under this Funding Opportunity.

4. Debarment and suspension. NCBST is restricted from making Awards to parties who are debarred, suspended or otherwise excluded from or ineligible for participation in federal or State financial assistance activities. For this reason, the Applicant must complete and submit the certification regarding debarment and suspension located in Appendix A – Required Forms. Grantees are further prohibited from utilizing contractors or subcontractors who are debarred or suspended from federal or State financial assistance activities or contracting.

5. Lobbying. Applicant must certify that it has not and will not use federally appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract or grant. For this reason, the Applicant must complete and submit the certification regarding lobbying located in Appendix A – Required Forms.
6. Historically Underutilized Businesses (HUB). NCBST is required to report to the OERI regarding the use of historically underutilized businesses in the performance of contracts for goods, services and construction that are procured with funds from an Award. For this reason, the Applicant must fill out the HUB form located at Appendix A – Required Forms.
7. State Grant Certification – No Overdue Tax Debts. Pursuant to N.C.G.S. 143C-6-23(c), a Grantee who is a non-State entity except that non-State entities subject to the audit and other reporting requirements of the Local Government Commission are excluded from this requirement; see NCGS § 143C-6.23 and 143C-1.1(d)(18)) is required to certify that the Grantee does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State or local level. For this reason, Applicants who are non-State entities must complete and submit the form located in Appendix A – Required Forms.
8. Conflicts of Interest. Non-State Grantees except that non-State entities subject to the audit and other reporting requirements of the Local Government Commission are excluded from these requirements; see NCGS § 143C-6.23 and 143C-1.1(d) (18)) are required to file with the NCBST a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State funds, and shall include actions to be taken by the Grantee, the individual or both to avoid conflicts of interest and the appearance of impropriety. For a sample policy addressing conflicts of interest, see Appendix G.

### **Supporting Materials**

**Optional:** The Applicant may also include Agreements, Letters of Support, Commitments to Purchase, and other supporting materials from existing and/or potential collaborators indicating in detail the participation in and commitments to the Project and its outcomes.

### **Additional format specifications:**

- The Project Proposal must not exceed a total of 10 standard 8 1/2 x 11 inch (21.6 x 27.9 cm) pages. Proposals exceeding the 10-page will be rejected during administrative screening.
- The NCGBF Budget Spreadsheet located on the **sciGrants** system, required Forms, and the Supporting Materials are NOT included in the 10-page limit.
- Samples, videotapes, slides, DVDs, or other ancillary items will NOT be accepted.
- All pages/sections must be numbered for easy reference
- **Margins:** all page margins must be no less than 1.0 inch (2.5 cm).
- **Line Spacing:** Proposals may be single spaced (1.0).
- **Type Size:** no type size smaller than 10 point is to be used for text or tables, except as legends on reduced drawings. Proposals prepared with smaller font sizes will be rejected without consideration.
- **Brevity and Organization:** Proposals should be focused, concise, and organized in accordance with the Solicitation requirements.

- **File Format:** Proposals will only be accepted in Adobe Acrobat PDF format generated from a text-based file (such as a Microsoft Word or Word Perfect document) so that Proposals are searchable. The Project Proposal file **MUST BE SUBMITTED AS A SINGLE PDF file**. Other file formats will NOT be accepted.
- **Graphics:** Applicants are encouraged, but not required, for reasons of space conservation and simplicity, to embed graphics within Proposals. For graphics submitted as separate files, the acceptable file formats (and the respective extensions) are Graphics Interchange Format (.gif), JPEG (.jpg), and Tagged-Image Format (.tif). *Note:* Each graphic submitted as a separate file will count as one page in the Proposal page count, irrespective of size. Graphics embedded in the proposal are not counted as a separate page.
- **File Size:** No files over 10MB in size will be accepted.

**Virus Check**

The Applicant is responsible for performing a virus check on the Proposal. As a standard part of entering the Proposal into its processing system, the Board will scan each electronic Proposal for viruses. A Proposal may be rejected if a virus is detected.

---

**Evaluation Criteria**

---

Below are the evaluation criteria and the points for each criterion that will be used to score and rank proposals. Proposals should address every criterion. Proposals should be specific to the Project site and offer supporting calculations and/or descriptions when necessary. More points in a criterion will be awarded for Project-specific calculations and documentation.

**Project Timeline Completion:** (up to 10 pts)

Note significant milestones and major steps in completing the Project, including start and completion dates. Points are awarded based on level of detail (up to 5 points). Projects that can be installed and operational within nine months of contract award (an additional 5 points).

**Jobs created or retained:** (up to 15 pts)

Use full-time-equivalent (FTE) jobs created or maintained as a **direct result of this Project** and include an estimate of different positions in your Project and number of hours per position. Divide the total number of hours by 2,080 to arrive at FTEs. Please list separately the total number of created positions and the total number of retained positions, total cumulative number of hours for all positions in each category and the FTE number. **{0-4,160 hrs = 5 points, 4,161-8,322 hrs = 10 point, hours in excess of 8,323 = 15 points}** All calculations must be shown.

**Located in, or benefit, economically underserved areas** (up to 5 points)

Project is located in, or the work will benefit, an economically underserved area of North Carolina, defined as a Tier One or Tier Two County (see Appendix H). Tier One or Tier Two County = 5 points.

**Funds Leveraged:** (up to 10 pts)

One point awarded for every five (5) percent of requested funds that are leveraged, as shown in Equation 1, up to a maximum of 10 points. Maximum points can be achieved by a 50% match – for example, in order to achieve full points, if requested funds total \$100,000, then \$50,000 in leveraged funds are required to receive 10 points. Additional leveraged funds will not result in additional points.

$$\text{Points} = \frac{\text{Leveraged Funds}}{\text{Requested Funds} \times 0.05} \quad \text{Equation 1}$$

Federal funds cannot be counted as leveraged funds. Source of leveraged funds must be clearly documented by a letter of commitment, grant award, or other documentation.

**Project Management Capability:** (up to 15 pts)

Note Project team experience and qualifications to implement the proposed Project, including any contractors and subcontractors who will be assigned to the proposed Project.

**Energy Usage reduced and/or renewable energy measures implemented and/or promote building energy efficiency:** (up to 25 pts)

Provide documentation for reduced energy use, including baseline use and estimated post-project Energy use. And/or: provide documentation for renewable energy installations as demonstration projects, including estimated renewable energy generated. And/or: promote energy efficiency in existing building through training and demonstration activities. Convert energy saved to BTUs. Applicant must show all calculations.

Points awarded based upon practical applications of commercially available technologies to implement energy efficiency measures or renewable energy installation. Points awarded for:

- number/ size of units impacted by the energy efficiency measures or renewable energy installations, and/or anticipated persons educated in energy efficiency: up to 10 points
- Projects exceeding the goal of 10,000,000 BTUs per \$1000 of grant funding: 10 points.

A Project addressing either energy efficiency measures or renewable energy measures or promoting building energy efficiency can receive a maximum of 20 points. Projects addressing two or more of the following: energy efficiency measures, renewable energy measures, *and* promotion of building energy efficiency can receive an additional 5 points for an integrated Project.

**Project Reproducibility:** (up to 10 pts)

Points awarded to innovative Projects that can be replicated throughout the State.

**Project Sustainability** (up to 10 pts)

Each Project must demonstrate how it will transition to a sustainable business model that will persist after Recovery Act funds are expended and contribute to the growth of the energy efficiency and renewable energy sectors in North Carolina.

**Point Summary**

Project Timeline Completion	10 points maximum
Jobs Created or Retained	15 points maximum
Located in, or benefit, economically underserve areas	5 points maximum
Funds Leveraged	10 points maximum
Project Management Capability	15 points maximum
Energy usage reduced and/or renewable energy measures implemented	25 points maximum
Project Reproducibility	10 points maximum
Project Sustainability	10 points maximum
<b>TOTAL Points</b>	<b>100 points maximum</b>

**Total Points Possible: 100**

Awards will be made to the highest-scoring proposals; the point total needed to qualify for funding will be determined by the amounts requested by individual proposals and availability of total funds.

---

## Submission Process

---

### **Step 1: Creating a log-in and username for the online Grants system<sup>+</sup>**

Applicants are required to complete an online submission using the Board's *sciGrants* system accessible through its website at <http://www.ncscitech.com/scigrants.htm>. Under the **NC Green Business Fund** column, click on the **FY 2011 Proposal** link beneath the **Start a New Application** heading. The Applicant will receive an email with a link to the Board's *sciGrants* system and the Applicant's username and password. The Applicant is strongly encouraged to log into *sciGrants* to begin the NCGBF application as soon as possible so that the Application will be submitted well before the Closing Date to allow time for mailing required documents to the Board. **Pay careful attention to the required information for each section.**

### **Step 2: Completing the online GBF application<sup>+</sup>**

There are eight parts to the online NCGBF application, which the State of North Carolina requires for reporting purposes. The online NCGBF application requires additional information that is NOT considered part of the Project Proposal and is NOT reviewed by Review Committee members but is required for reporting and compliance purposes. The Review Committee members will review and score only the Applicant's Project Proposal and Budget. Applications that do not include all required additional information will be considered incomplete and will not be considered.

At the end of each part of the Online NCGBF application, the Applicant will click on the **Save and Proceed** button to save her/his information and proceed to the next part. An Applicant can use the **Save and Proceed** button to save an in-progress Application and return to work on the Application later. The Applicant may continue working on a previously started (but not submitted) Application by logging into *sciGrants* and clicking the [Continue](#) link located at the bottom of the Welcome Page under the heading **Applications Requiring Action**.

#### **Part 1: Contact Information**

The Applicant will provide contact information (i.e., name, address, phone number, and email address).

#### **Part 2: Organization Info**

The Applicant will provide organization information, specifically the organizations' Tax ID Number, DUNS Number, and organization address.

NOTE: If you do not have a DUNS number or need a DUNS number; please visit: <http://fedgov.dnb.com/webform/displayHomePage.do;jsessionid=25B57E194A25FFABA54E6BC278096609> to obtain your DUNS number for free.

#### **Part 3: Project Info**

The Applicant will provide a summary of the Project information.

#### **Part 4: Energy Savings/ Renewable Energy generated/ Energy efficiency education and training**

The Applicant will provide information on the overall energy savings, renewable energy generated, and/or building energy efficiency education aspects of the Project. If the

---

<sup>+</sup> Applicants not able to obtain internet access or for whom the electronic filing requirement causes an undue hardship may request a waiver from the Board – see p.20.

Applicant cannot provide exact information, the Applicant may provide best estimates. Best estimates should be numerical, including market segment size, served market size, dollar amounts, etc. Descriptors such as *huge, large, significant, limitless*, should not be used in lieu of a number.

**Part 5: Effect on Employment**

The Applicant will provide the number of jobs expected to be created and/or retained by this project. If the Applicant does not know the exact information, the Applicant may provide best estimates.

**Part 6: Disclosure of Consulting Relationships**

North Carolina Executive Order 17 -- *Notice and Reporting of Economic Development Consulting Relationships* -- effective July 7, 2009, requires the Department of Commerce to identify the names and addresses of all consultants retained to advise and assist the Applicant in securing State funds as defined in North Carolina General Statute 143C-1-1B25. In a form available from the sciGrants system, the Applicant will list the names and addresses of all consultants and their agents or employees used by the Applicant in conjunction with applying for funds. Applicants not able to obtain Internet access or for whom the electronic filing requirement causes an undue hardship may request a waiver from the Board (see page 20).

**Part 7: Proposal and Budget Upload**

The Applicant will upload the complete Project Proposal as a single Adobe Acrobat PDF file, and the completed Budget spreadsheet as a separate Microsoft Excel file. Optional supporting documentation may also be uploaded electronically.

**Part 8:** The Applicant will review the Application to ensure that it is complete. The Applicant MUST click the “**SUBMIT**” button at the bottom of this part to receive an **Application Reference Number** via email from **sciGrants** (Note: the Applicant may not receive the Reference Number immediately; there may be a slight [15-30 minute] delay). The **Application Reference Number** must be referenced in the Required Supporting documents below.

**Step 3: Submitting required hard copy forms**

The Applicant MUST mail hard copies of the following Required Forms to NCBST. Forms 1-6 are described in Appendix A of this document and are also available for download from the SciGrants access page located at <http://www.ncscitech.com/scigrants.htm>.

**Small For-Profit Businesses** (with 100 or fewer employees): Applicants that are a small for-profit business will mail the following required documents in hard copy:

1. Application Information Form
2. Grant Agreement Form
3. NEPA ES-1 questionnaire
4. Certification regarding Debarment/ Suspension
5. Certification regarding Lobbying
6. Office for Historically Underutilized Businesses
7. CCR and DUNS registration
8. A recent Certificate of Existence (NC organization) or Certificate of Authorization (foreign organization), pursuant to G.S. 55-1-28, and 57C-1-28, issued by the North Carolina Secretary of State (<http://www.secretary.state.nc.us/corporations/security.aspx>) issued no more than 90 days prior to the Application submission date.

**Non-Profit Organizations:** Applicants that are a non-profit organization will mail the following required documents in hard copy:

1. Application Information Form
2. Grant Agreement Form

3. NEPA ES-1 questionnaire
4. Certification regarding Debarment/ Suspension
5. Certification regarding Lobbying
6. A recent Certificate of Existence (NC organization) or Certificate of Authorization (foreign organization), pursuant to G.S. 55-1-28, and 57C-1-28, issued by the North Carolina Secretary of State (<http://www.secretary.state.nc.us/corporations/security.aspx>) within 90 days prior to the Application submission date.
7. A copy of the Organization's Charitable Solicitation License.

All required documents must be received by the Closing Date. The required documents are NOT included in the 10-page limit. Required documents that are postmarked on the Closing Date but received after the Closing Date will NOT be accepted. Applicants are strongly encouraged to secure proof of submission and delivery for required documents. The Board is not responsible for materials lost in transmission. Mail all required documents to:

<p><b><u>REGULAR MAIL</u></b>          North Carolina Board of Science &amp; Technology          ATTN: Required Documents, NC Green          Business Fund Program          301 N. Wilmington Street          1326 Mail Service Center          Raleigh, NC 27699-1326</p>	<p><b><u>OVERNIGHT DELIVERY</u></b>          North Carolina Board of Science &amp; Technology          ATTN: Required Documents, NC Green          Business Fund Program          301 N. Wilmington Street, 4th Floor South          Raleigh, NC 27601</p>
--	--

**Online applications, Project Proposals, Supporting Materials, and Required Documents must be received no later than 2:00 p.m., Eastern Standard Time, on the Closing Date.**

Online applications, Project Proposals, Supporting Materials, and Required Documents will NOT be accepted after the Closing Date, unless additional supplemental materials are requested at a later time.

**IMPORTANT**

As stated in Step 3, Part 7 of the NCGBF Application Process, once the Project Proposal is uploaded, the Applicant will click on the **Save and Proceed** button at the bottom of the Proposal Upload section. In the final part, the Applicant may review the Application to ensure that it is complete. The Applicant must click the **"SUBMIT"** button at the bottom on this section to receive the **Application Reference Number** via email from *sciGrants*. The **Application Reference Number** is required for the **Application and Budget Certification Document**.

**Electronic Filing Waiver**

The NCGBF application, Budget, and Project Proposal MUST be submitted electronically through *sciGrants*. However, Applicants not able to obtain Internet access or for whom the electronic filing requirement causes an undue hardship may request a waiver from the electronic filing requirement by writing to:

North Carolina Board of Science & Technology  
 ATTN: Green Business Fund, Electronic Submission Waiver Request  
 301 N. Wilmington Street  
 1326 Mail Service Center  
 Raleigh, NC 27699-1326

In the waiver request, Applicant must clearly indicate why the electronic filing requirement causes undue hardship and provide a list of all factors that make compliance difficult, expensive or cumbersome. All waiver requests will be handled on a case-by-case basis.

---

## Review Process

---

The review process will begin immediately following the Closing Date and will take place in four stages.

### **Stage 1: Eligibility**

In the first stage of review, all Applications will be reviewed to ensure that all relevant and required documentation is complete and that the proposed Project is eligible for funding under the Funding Opportunity and addresses the funding objectives of the Program.

### **Stage 2: Recommendations by Committee**

A Review Committee will complete the second stage of the review. Review Committee members will consist of non-Board experts (from the private sector, academia and other government agencies) qualified to determine and/or verify the merits of a Proposal. Reviewers will sign a conflict of interest and nondisclosure form before Proposals are assigned for review. The review committee will score the Applications. The Review Committee may: 1) recommend a Proposal, 2) recommend that a Proposal be partially funded or 3) not recommend a Proposal.

### **Stage 3: NCBST/SEO/OERI/DOE Review**

The third stage of the review will be conducted by the staff of the Board together with State Energy Office (SEO) staff, who will determine which Applications will be selected by the Board for an Award based on the recommendations of the review committee. Award selections by the Board and the SEO are also subject to the review and approval of the OERI and the DOE.

### **Stage 4: NEPA and NHPA Compliance**

Once a Project is selected for possible Award by the Board, the Project must be reviewed for compliance with NEPA and the National Historic Preservation Act (NHPA). The Board will make an Award to a Project only after the Project is determined to be categorically excluded from the NEPA requirement to perform a wholesale Environmental Assessment or Environmental Impact Statement. Additionally, the Board will make an Award to a Project only after the Project is determined to be excluded from a NHPA Section 106 review pursuant to the Memorandum of Agreement between the Department of Commerce, DOE and the North Carolina Department of Cultural Resources dated May 18, 2010, or after a Section 106 review is completed. This Memorandum of Agreement is available for download at the Forms section of the NCBST website: <http://www.ncscitech.com/gbf>

### **Selection of Review Committee Members**

In selecting reviewers, the Board will take into consideration the avoidance of organizational or personal conflicts of interest and competitive relationships between the Applicant and the prospective outside evaluator. All reviewers will be under agreement with the Board that any and all information and data contained in the Proposal will be used only for evaluation purposes and will not be further disclosed. (Note, however, that most, if not all, of the Application will become a public record upon announcement of the Awards unless a request for confidentiality is made by the Applicant and the information requested meets the criteria for confidentiality pursuant to applicable law.) Applicants should not assume that evaluators are acquainted with their firm, key individuals or with any other information.

---

## Award Structure

---

- Project costs up to 95 percent of the Project amount will be reimbursed on a monthly basis during the life of the Project provided that the Grantee submits by the second of each month paid invoices, documentation that the Project has met the milestones for the Project, and required reports as discussed in Reporting Requirements section. The remaining 5 percent will be paid when all Project requirements are met. The paid invoices must be submitted with

a monthly payment request and monthly narrative containing all information required to be in compliance with ARRA reporting requirements.

- No Award shall exceed \$500,000. No Application will be considered for Projects containing Tasks with a total value of less than \$100,000. If an Applicant submits a Proposal for \$100,000 or more and upon review of the Proposal, NCBST determines to fund the Proposal, but at a lesser amount than requested, only the amount approved for funding by NCBST will be awarded.
- Grantees must have a current, valid DUNS number and must register with the Central Contract Registry (CCR), at the CCR Web site: <http://www.ccr.gov/>. No Award will be made until the DUNS number is confirmed.
- The right to program income, as defined by 10 CFR 600.101, that is generated by the Project shall vest in the SEO. Grantees who wish to expand the scope of the Project shall consult the NCBST and seek a modification to the Award through a modification of the Grant Agreement. Otherwise, program income generated by the Project shall be deducted from the total Amount of the Grantee's Award.

---

## Reporting Requirements

---

Reports noting energy savings, jobs created and other information documented below shall be completed quarterly from the date of the Award through one year after the Project is completed. The Award under this Funding Opportunity is subject to the reporting requirements of the DOE Award DE-EE0000157, including the following:

- Energy savings, renewable energy capacity generation, petroleum displacement and emissions reductions.
- Energy Efficiency training and education
- Job creation (number, type, duration)

Projects that contain activities that are subject to the Davis-Bacon Act and Contract Work Hours and Safety Standards Act (construction, alteration and repair work, including painting) also are subject to weekly reporting requirements, including the submission of certified weekly payrolls. Please see Appendix J – DOE Award Agreement DE-EE0000157 for further information regarding Davis-Bacon Act reporting.

Any Grantee who is a non-State entity (except for non-State entities subject to the audit and other reporting requirements of the Local Government Commission; see NCGS § 143C-6.23 and 143C-1.1(d)(18)) is also subject to the reporting requirements described in Appendix B – State Grant Compliance Reporting Requirements. All Grantees also are required to report their utilization of North Carolina registered historically underutilized businesses (HUB).

All costs related to the reporting requirements applicable to an Award under this Funding Opportunity must be included in the various budget items in the Proposal. No additional or direct payment may be included for providing these reports.

All Grantees must submit electronically via **sciGrants**:

1. Monthly Financial Reports, Invoices and supporting documentation in the form and manner described in Appendix B
2. **Quarterly Status Reports** in the form and manner described in **Appendix B**;
3. **Final Report** in the form and manner described in **Appendix B**; and,
4. All reports described in **Appendix B** within six (6) months after the end of the Grantee's fiscal year in which an Award disbursement was received. All Grantees that receive, use, or expend funds from an Award within the Grantee's fiscal year

must comply with all applicable State Grant Compliance Reporting Requirements and Federal Reporting Requirements as described in **Appendix B**.

---

### **Debriefing of Unsuccessful Applicants**

---

After selection decisions have been announced, debriefings for unsuccessful Applicants will be available to the Applicant's corporate official or designee. Any request for a debriefing must be made via e-mail to [ncbst@nccommerce.com](mailto:ncbst@nccommerce.com) within sixty (60) days after the selection announcement. Late requests will not be honored. **Telephone requests for debriefings will not be accepted. A written debriefing will be provided to the Applicant.** Debriefings are **not** opportunities to reopen selection decisions. They are intended to acquaint the Applicant with perceived strengths and weaknesses of its Proposal and perhaps identify constructive future action by the Applicant. Debriefings will not disclose the identity of the Proposal evaluators or the content of, or comparisons with, other Proposals.

---

## APPENDICES

---

---

### Appendix A: Required Forms

---

The required forms included in this Appendix are in the order below. Electronic versions of these forms are also available for download through **sciGrants** and the Board's website:

[www.ncscitech.com](http://www.ncscitech.com) .

1. Application Information Form
2. Grant Agreement Form
3. Environmental Questionnaire for Making Individual NEPA Determinations For Activities Funded From State Energy Program Grants (ES-1)
4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
5. Certification Regarding Lobbying
6. Office for Historically Underutilized Businesses (HUB)
7. State Grant Certification - No Overdue Tax Debts



north carolina  
**Green Business Fund**

**Application Information Form**

Name of Organization \_\_\_\_\_

Application Reference number: \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Physical Address \_\_\_\_\_

City/County/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

DUNS number: \_\_\_\_\_

Federal Employer Identification Number or alternative identification: \_\_\_\_\_

Project Location (street address, city, county, zip code) \_\_\_\_\_  
\_\_\_\_\_

Jobs - total # of people \_\_\_\_\_ Total # of hours \_\_\_\_\_

Energy saved or displaced in BTUs or therms \_\_\_\_\_  
(1 therm = 100,000 BTUs)

Promoting building energy efficiency:  
number of trainings or audits: \_\_\_\_\_ Total # of contacts: \_\_\_\_\_

Project start date \_\_\_\_\_ End date \_\_\_\_\_

Funds Requested for Solicitation No. **NCBST-1101GBF-ARRA**: \$ \_\_\_\_\_

Leveraged Funds: \$ \_\_\_\_\_ Total Project Cost: \$ \_\_\_\_\_



**U.S. DEPARTMENT OF ENERGY  
NATIONAL ENERGY TECHNOLOGY LABORATORY**

**Environmental Questionnaire for Making Individual NEPA Determinations For Activities  
Funded From State Energy Program Grants (ES-1)**

**I. BACKGROUND**

The Department of Energy's (DOE's) procedures for implementing the National Environmental Policy Act (NEPA) codified at 10 CFR Part 1021 require careful consideration of the potential environmental consequences of all proposed actions early in their planning. DOE must determine at the earliest possible time whether such actions require preparation of an Environmental Assessment, an Environmental Impact Statement, or are categorically excluded from further NEPA review. You must complete this Environmental Questionnaire regarding your proposed action to provide DOE with the information it needs to determine the appropriate level of NEPA review.

**II. INSTRUCTIONS**

In completing this questionnaire, you must provide specific information regarding the nature of your proposed action, including information on its size, operations, and the types and quantities of air emissions, wastewater discharges, solid wastes, land disturbance, etc. You should identify the location(s) of the proposed action and specifically describe the activities that would occur at that location. In addition, you should submit a copy of your statement of work (SOW) or other description of the proposed activity as it appears in your proposal or application. You should provide all of the information about a single project (including any "connected actions" as that term is defined under NEPA) in one questionnaire. If you are proposing two or more unrelated and distinct actions (e.g., a state or tribe applying for financial assistance for a number of separate energy conservation projects), you should complete a separate questionnaire for each project.

**III. QUESTIONNAIRE**

**A. SUMMARY OF PROPOSED ACTION (Original grant recipient should fill out items 1-4 if it is providing this form to others who are seeking loans or grants from the original recipient – for example, the original recipient is using SEP funds for a revolving loan or grant program.)**

1. Original Funding Source:  State Energy Program Grant
2. Original Recipient (Name of State, Tribe, Territory, or Other Entity): State Energy Office, NC

---

3. Grant Number: DE-EE0000157
4. Name of Market Title in the Original Recipient's Grant that Would Fund this Proposal:  
North Carolina Green Business Fund
5. Proposed Action: \_\_\_\_\_
6. Proposer (if not the Original Recipient): \_\_\_\_\_
7. Description (Provide a detailed summary of the nature and extent of the proposed action. The electronic form will insert additional space as needed, or use an attachment if more space is needed.): \_\_\_\_\_

8. Summarize the activities necessary to implement the proposed action and list all locations where each activity will occur.
- 
9. Does the proposed action involve disturbance of undeveloped land (e.g., forest lands, agriculture fields, grasslands, arid lands, wetlands, coastal areas, etc.).  
 Yes    No   If yes, describe nature, extent, and duration of disturbance.
- 
10. Describe the nature, size, and operation of any structure that will be constructed or installed as part of the proposed action.
- 
11. Identify major materials and products (if any) that would be produced by the proposed action.

Materials Used (Input) (Estimate Quantity)	(Estimate Quantity)	Materials Produced (Output)	( )
<input type="checkbox"/> Coal	(   )	<input type="checkbox"/> Wastewater	(   )
<input type="checkbox"/> Natural Gas	(   )	<input type="checkbox"/> Air Emissions	(   )
<input type="checkbox"/> Oil	(   )	<input type="checkbox"/> Solid Waste	(   )
<input type="checkbox"/> Electricity	(   )	<input type="checkbox"/> Hazardous Waste	(   )
<input type="checkbox"/> Water	(   )	<input type="checkbox"/> Electricity	(   )
(   )			
<input type="checkbox"/> Hazardous Materials	(   )	<input type="checkbox"/> Other Products – List	
<input type="checkbox"/> Others – List	(   )	_____	

**D. ENVIRONMENTAL IMPACTS**

This section asks for information needed to assess the environmental impacts of the proposed action. NEPA requires evaluations of the proposed action's potential impacts on the environment (including land use; energy use; natural, historic, and cultural resources; and pollutants).

**1. Land Use**

- a. Characterize present land use where the proposed action would be located.
- |                                       |  |                                      |                                   |
|---------------------------------------|--|--------------------------------------|-----------------------------------|
| <input type="checkbox"/> Urban        | <input type="checkbox"/> Industrial        | <input type="checkbox"/> Commercial  | <input type="checkbox"/>          |
| <input type="checkbox"/> Agricultural |  |                                      |                                   |
| <input type="checkbox"/> Suburban     | <input type="checkbox"/> Rural             | <input type="checkbox"/> Residential | <input type="checkbox"/> Research |
| <input type="checkbox"/> Facilities   |  |                                      |                                   |
| <input type="checkbox"/> Forest       | <input type="checkbox"/> University Campus | <input type="checkbox"/> Other       |                                   |
- b. Describe construction, development, and operation of the proposed action. \_\_\_\_\_  
 No construction would be anticipated for this project.
- c. Would the proposed action be located in or near a park, monument, wilderness area, or any other area of natural, historical, or cultural significance?  
 No    Yes (describe) \_\_\_\_\_
- d. Would the proposed project(s) affect any existing body of water?  
 No    Yes (describe) \_\_\_\_\_
- e. Would the proposed project(s) be located within or impact a floodplain or wetland?  
 No    Yes (describe) \_\_\_\_\_

**2. Vegetation and Wildlife Resources**

- a. Identify any state- or federal-listed endangered or threatened plant or animal species or habitat affected by the proposed action. \_\_\_\_\_  
 None
- b. Would any threatened or endangered species habitat be affected by the proposed action?  
 No     Yes (describe) \_\_\_\_\_
- c. Describe any impacts that construction activities would have on any other types of sensitive or unique habitats.  
 No planned construction     No habitats     None     Impact (describe)  
\_\_\_\_\_

**3. Socioeconomic and Infrastructure Conditions**

- a. Would the proposed action generate increased traffic use of roads through local neighborhoods, urban, or rural areas.  
 No     Yes (describe) \_\_\_\_\_
- b. Would the proposed action require new transportation access (roads, rail, etc.)? Describe location, impacts, costs.  
 No     Yes (describe) \_\_\_\_\_
- c. Would any new transmission lines, pipelines or power line or other right-of-ways be required?  
 No     Yes (Describe location, voltage, and length of right-of-way)  
\_\_\_\_\_

**4. Historical/Cultural Resources**

- a. Describe any historical, archeological, or cultural places in the vicinity of the proposed action; note any sites included on the National Register of Historic Places.  
 None (describe) \_\_\_\_\_
- b. Would construction or operational activities of the proposed action disturb any historical, archaeological, or cultural buildings, structures, or sites?  
 No planned construction     No historic buildings, structures, or sites     Yes (describe)  
\_\_\_\_\_
- c. Would the proposed action interfere with visual resources (e.g., eliminate scenic views) or alter the present landscape?  
 No     Yes (describe) \_\_\_\_\_

**5. Atmospheric Conditions/Air Quality?**

- a. Would proposed action require issuance of new or modified air permits to perform project related work and activities?  
 No (explain)     Yes \_\_\_\_\_
- b. Would the proposed action emit any pollutants regulated by the National Emissions Standards for Hazardous Air Pollutants (NESHAPS)?  
 No (explain)     Yes \_\_\_\_\_

- c. Would the proposed action be classified as either a New Source or a major modification to an existing source under the federal Clean Air Act?  
 No     Yes (describe) \_\_\_\_\_
- d. Would the proposed action need to comply with the New Source Performance Standards?  
 Not applicable     No (explain)     Yes
- e. Would the proposed project(s) be subject to Prevention of Significant Deterioration review?  
 Not applicable     No (explain)     Yes (describe)

**6. Hydrologic Conditions/Water Quality**

- a. What is the closest body of water to the proposed action's location(s) and what is its distance from these locations. Site? \_\_\_\_\_
- b. What sources would supply potable and process water for the proposed action? \_\_\_\_\_
- c. Quantify the annual amount of wastewater that would be generated by the proposed action.
  - None
  - Non-contact cooling water (            gallons)
  - Process water (            gallons)
  - Sanitary and/or grey water (            gallons)
  - Other -- describe (            gallons)
- d. What would be the major components of each type of wastewater (e.g., coal fines)?  
 No wastewater produced
- e. Identify the local treatment facility that would receive wastewater from the proposed action.  
 No discharges to local treatment facility
- f. Describe how wastewater would be collected and treated.  
 \_\_\_\_\_
- g. Would any run-off or leachates be produced from storage piles or waste disposal sites?  
 No     Yes (describe sources, nature of flow, and collection techniques)
- h. Would the proposed action require issuance of new or modified water permits for operation or construction?  
 No     Yes (describe) \_\_\_\_\_
- i. Where would wastewater effluents from the proposed action be discharged?  
 No wastewater produced
- j. Would the proposed action require a permit to discharge effluents into a body of water?  
 No     Yes (describe water use and effluent impact)

- k. Would a new or modified National Pollutant Discharge Elimination System (NPDES) permit be required?  
 No     Yes (describe) \_\_\_\_\_
- l. Would the proposed action adversely affect the quality or movement of groundwater?  
 No     Yes (describe) \_\_\_\_\_
- m. Would the proposed action use groundwater? If so, how much?  
 \_\_\_\_\_

**7. Solid and Hazardous Wastes**

a. Describe and estimate major non-hazardous solid wastes that would be generated by the proposed action. Nonhazardous solid wastes are defined as any solid, liquid, semi-solid, or contained gaseous material that is discarded or has served its intended purpose, or is a manufacturing or mining by-product (40 CFR 260, Appendix I).

- |  |           |
|--|-----------|
|  | Quantity  |
| <input type="checkbox"/> None  | ( _____ ) |
| <input type="checkbox"/> Municipal solid waste, i.e., paper, plastic, etc. | ( _____ ) |
| <input type="checkbox"/> Coal or coal by-products                          | ( _____ ) |
| <input type="checkbox"/> Other -- identify                                 | ( _____ ) |

b. Would proposed action require new or modified solid waste and/or hazardous waste related permits to perform project work activities?  
 No     Yes (explain)  
 \_\_\_\_\_

c. How and where would solid waste disposal be accomplished?  
 On-site (identify and describe location)     Off-site (identify location and describe facility and treatment)  
 \_\_\_\_\_

d. How would wastes for disposal be transported? \_\_\_\_\_

e. Describe and estimate the quantity of hazardous wastes (40 CFR 261.3) that would be generated, used, or stored by the proposed action.  
 \_\_\_\_\_

f. How would hazardous or toxic waste be collected and stored? \_\_\_\_\_

g. If hazardous wastes would require off-site disposal, have arrangements been made with a certified TSD (Treatment, Storage, and Disposal) facility? Identify the TSD facility.  
 Not required     Arrangements not yet made     Arrangements made with a certified TSD facility

Name and location of TSD facility: \_\_\_\_\_

**8. Health/Safety Factors**

a. Identify hazardous or toxic substances that would be used in the proposed action.  
 Hazardous or toxic substances that would be used (identify):  
 \_\_\_\_\_

b. What would be the likely impacts of these substances on human health and the environment?  
 \_\_\_\_\_

- c. Would there be any potential for workers to be exposed to toxic/hazardous chemicals or wastes?  
 No     Yes (describe) \_\_\_\_\_
- d. Are there any special physical hazards associated with the proposed action?  
 No     Yes (describe) \_\_\_\_\_
- e. Would safety training be necessary for any laboratory, equipment, activities or processes involved with the proposed action?  
 \_\_\_\_\_
- f. Describe any increases in ambient noise levels from construction and operational activities.  
 Increase in ambient noise level (describe)? \_\_\_\_\_
- g. Would construction result in the removal of natural barriers that act as noise screens?  
 No construction planned     No     Yes (describe)  
 \_\_\_\_\_

**9. Environmental Restoration and/or Waste Management**

- a. Would the proposed action include CERCLA removals or similar actions under RCRA or other authorities, meeting CERCLA cost/time limits?  
 No     Yes (describe) \_\_\_\_\_
- b. Would the proposed action include siting, construction, and operation of temporary pilot-scale waste collection and treatment facilities or pilot-scale waste stabilization and containment facilities?  
 No     Yes (describe) \_\_\_\_\_

**REGULATORY COMPLIANCE**

- 1. For the following laws, describe any existing permits, new or modified permits, manifests, responsible authorities or agencies, contacts, etc., that would be required for the proposed action:
  - a. Resource Conservation and Recovery Act (RCRA):  
 None     Required (describe) \_\_\_\_\_
  - b. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA):  
 None     Required (describe) \_\_\_\_\_
  - c. Toxic Substance Control Act (TSCA):  
 None     Required (describe) \_\_\_\_\_
  - d. Water Pollution Control Act (WPCA)/Clean Water Act (CAA)/Underground Injection Control Program (UIC):  
 None     Required (describe) \_\_\_\_\_
  - e. Underground Storage Tank Control Act (UST)  
 None     Required (describe) \_\_\_\_\_
  - f. Clean Air Act (CAA):  
 None     Required (describe) \_\_\_\_\_

- g. Endangered Species Act (ESA):  
 None     Required (describe) \_\_\_\_\_
  - h. Floodplains and Wetlands Regulations:  
 None     Required (describe) \_\_\_\_\_
  - i. Fish and Wildlife Coordination Act (FWCA):  
 None     Required (describe) \_\_\_\_\_
  - j. National Historic Preservation Act (NHPA):  
 None     Required (describe) \_\_\_\_\_
  - k. Coastal Zone Management Act (CZMA):  
 None     Required (describe) \_\_\_\_\_
2. Identify any other environmental laws and regulations (federal, state and local) for which compliance would be necessary for this proposed action, and describe the permits, manifests, and contacts that would be required.
- \_\_\_\_\_

**F. DESCRIBE ANY ISSUES THAT WOULD GENERATE PUBLIC CONTROVERSY REGARDING THE PROPOSED ACTION.**

Describe: \_\_\_\_\_  
 None

**G. WOULD THE PROPOSED ACTION PRODUCE ADDITIONAL DEVELOPMENT, OR ARE OTHER MAJOR DEVELOPMENTS PLANNED OR UNDERWAY, IN THE AREA?**

No     Yes (describe) \_\_\_\_\_

**H. SUMMARIZE THE SIGNIFICANT IMPACTS THAT WOULD RESULT FROM THE PROPOSED ACTION.**

None (provide supporting detail)                       Significant impacts (describe)

\_\_\_\_\_

**IV. CERTIFICATION BY PROPOSER**

I hereby certify that the information provided herein is current, accurate, and complete as of the date shown immediately below.

DATE: \_\_\_\_\_  
 (MM/DD/YYYY)

SIGNATURE: \_\_\_\_\_

TYPED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

**V. REVIEW AND APPROVAL BY DOE**

I hereby certify that I have reviewed the information provided in this questionnaire, have determined that all questions have been appropriately answered, and judge the responses to be

consistent with the efforts proposed. Based on the information in the questionnaire, I conclude the following (check the appropriate box):

- The proposed action falls under one or more of the categorical exclusions (CXes) listed in Appendix A or B of Subpart D of the DOE NEPA Implementing Procedures and would not (1) violate applicable ES&H requirements, (2) require siting of waste TSD or recovery facilities, (3) disturb hazardous substances (excluding naturally occurring petroleum and natural gas), thus producing uncontrolled or unpermitted releases, and (4) adversely affect environmentally sensitive resources.

Additionally, the proposed action (1) would not present any extraordinary circumstances such that the action might have a significant impact upon the human environment, (2) is not connected to other actions with potentially significant impacts, and (3) is not related to other actions with cumulatively significant impacts.

Based on the Environmental Questionnaire and these conclusions, Categorical Exclusion of the proposed action would be appropriate.

- The proposed action does not qualify as a CX as identified in Subpart D of DOE's NEPA Implementing Procedures; therefore, the proposed action may require further documentation in the form of an Environmental Assessment or Environmental Impact Statement.

DOE NEPA Compliance Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
(MM/DD/YYYY)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. By signing and submitting this document, **the prospective lower tier participant** is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the State and/or federal government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76.

4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this document that it shall include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction shall rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the State and/or federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

The government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier  
Covered Transactions - Continued

(see <http://www.pandc.nc.gov/actions.asp> for the N.C. list and <https://www.epls.gov/> for the federal list)

1. The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any State and/or federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ Signature	_____ Title
_____ Agency/Organization	_____ Date

(Certification signature should be same as the Grant Agreement Form signature.)

**Certification Regarding Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Signature	Title
Agency/Organization	Date

(Certification signature should be same as the Grant Agreement Form signature.)

**Office for Historically Underutilized Businesses (HUB)**

Organization name: \_\_\_\_\_

Please check the following:

- 1) Is your organization registered with HUB office? Yes\_\_\_\_\_ No\_\_\_\_\_
- 2) Are your organization minority contractors, small contractors, physically handicapped contractors, women contractors, disabled business enterprises and nonprofit work centers for the blind and severely disabled? Yes\_\_\_\_\_ No\_\_\_\_\_

**State Grant Certification - No Overdue Tax Debts**

Organization's Letterhead  
[Date of Certification (mm/dd/yyyy)]

To: Secretary J. Keith Crisco, Department of Commerce  
Shannon Hobby, CFO, Division of Fiscal Management  
Department of Commerce  
4302 Mail Service Center, Raleigh, NC 27699

Certification:

We certify that the [GRANTEE] has no overdue tax debts, as defined in N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement with respect to overdue tax debts, in violation of N.C.G.S. 143-6.2(b2), is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement:

[Name of Grantee's Board Chair] and [Name of Second Authorizing Grantee Official], being duly sworn, say that we are the Board Chair and [Title of the Second Authorizing Official], respectively, of [insert name of Grantee] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and belief, and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
[Title of Second Authorizing Official]

Sworn to and subscribed before me on the date of certification specified above.

\_\_\_\_\_  
(Notary Signature and Seal)

My Commission Expires: \_\_\_\_\_

If there are any questions on this certification, please contact the North Carolina Office of the State Auditor: N.C. Office of the State Auditor, 20601 Mail Service Center, Raleigh, NC 27699-0601  
(919) 807-7500 voice, (919) 807-7647 fax

## Appendix B: Reporting requirements

The following reports are required and are described in this Appendix:

1. Monthly financial report
2. Quarterly status report
3. Final report
4. State grant compliance report

In addition to the required reports listed above, Grantees may be asked to respond to the Agency's requests for survey information for up to five years following the termination of this agreement. Grantees are required to respond within the requested time-frame. Survey information may be collected to assess performance metrics and long-term impacts of the Green Business Fund grant.

### MONTHLY FINANCIAL REPORT REQUIREMENTS

On or before the second day of each month, the Grantee shall submit to NCBST a monthly financial invoice (see sample below) and supporting documentation.

Sample Monthly Financial Invoice (also available for electronic download through SciGrants)

<b>Grantee:</b>	<b>RFP Number:</b> 0
<b>Remittance Address:</b>	<b>Program:</b> 0
<b>City/State/Zip:</b>	<b>Grant Period:</b> 00/00/2010 Thru 12/31/2011
<b>Tax ID Number:</b>	<b>Report Period:</b> 00/00/2010 thru 00/00/2010
<b>Purchase Order Number:</b>	

Budget Items	Current Grant Amount	Amounts Previously Requested	Amount Requested This Period	Amounts Requested To Date	Unobligated Balance of Funds To Date
	(a)	(b)	(c)	(d)	(e)
		Carry over from previous month column (d)	Column (b) + (c)	Column (a) - (d)	
	0	0.00	0.00	0.00	0.00
	0	0.00	0.00	0.00	0.00
	0	0.00	0.00	0.00	0.00
	0	0.00	0.00	0.00	0.00
	0	0.00	0.00	0.00	0.00
	0	0.00	0.00	0.00	0.00
	0	0.00	0.00	0.00	0.00
<b>Total SEO Funds</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Match/Leverage Funds						
0	0.00	0.00	0.00	0.00	0.00	0.00
0	0.00	0.00	0.00	0.00	0.00	0.00
0	0.00	0.00	0.00	0.00	0.00	0.00
0	0.00	0.00	0.00	0.00	0.00	0.00
0	0.00	0.00	0.00	0.00	0.00	0.00
0	0.00	0.00	0.00	0.00	0.00	0.00

**QUARTERLY STATUS REPORT REQUIREMENTS**

All required Quarterly Status Reports must be submitted via **sciGrants** using the tools and forms provided therein for this purpose.

A Quarterly Status Report is required **every three months after receipt of the Award, regardless of the Award disbursement schedule**, until submission of the Final Report. The Board, in its discretion, may require these reports more frequently.

The Quarterly Status Report shall provide a thorough and complete report of progress made on the Project to-date and activities required for completion..

If the company is unable to continue operations, even with the Award, it must provide a detailed explanation.

**FINAL REPORT REQUIREMENTS**

All Final Reports must be submitted via **sciGrants** using the tools and forms provided therein for this purpose. The Final Report shall be a professional quality report that justifies, validates, and defends the work accomplished and documents the energy savings and/or renewable energy measures realized by the Project. Furthermore, this report should connect the results of the Project to commercial applications and its economic development impact. Final Reports must be filed within the time periods specified in the Grant Agreement.

The final report shall include a single page Project summary as the first page, identifying the purpose of the Project and describing the findings and results, including the degree to which the proposed objectives were achieved. The Project summary is to be submitted without publication restrictions.

**STATE GRANT COMPLIANCE REPORTS**

A firm, corporation, partnership, association, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution that receives, uses, or expends at least \$25,000 but less than \$500,000 in NC state funds within its fiscal year must file annually with the State agency that disbursed the funds a:

1. Certification completed by the Grantee’s Board and management stating that the funds were received, used, or expended for the purpose intended;
2. Schedule of Grantee Receipts and Expenditures accounting for those funds; and, a
3. Description of activities and accomplishments undertaken with those State funds.

For purposes of the required reports, the Grantee’s fiscal year is used in determining the amounts received, used, or expended. The **due date** for filing the required report is **six months after the Grantee organization’s year-end**, and the **accounting must be certified and sworn to by the Treasurer and one other authorized officer**

**of the Grantee.** This certification is a representation by management and is not intended to be an independent assessment.

The Office of the State Auditor has developed, in coordination with the Office of State Budget and Management and other key State agencies, standard reporting formats for meeting the reporting requirements outlined in G.S. 143-6.2 and Title 9, Subchapter 3 of the North Carolina Administrative Code. There are no exceptions to using financial reporting formats specified by the State Auditor.

The standard reporting formats for Grantees receiving at least \$25,000 but less than \$500,000 include:

- Certification and sworn statement by the Treasurer and a second authorized officer on the entity's letterhead;
- State Grants Compliance report, which includes supplemental compliance information;
- Schedule of Grantee Receipts and Expenditures (cash basis) and
- Program Activities and Accomplishments Report

These reports must be submitted via **sciGrants** using the tools and forms provided therein for this purpose. Links to the forms developed by the Office of the State Auditor are provided within **sciGrants**. Applicants not able to obtain Internet access or for whom the electronic filing requirement causes an undue hardship may request a waiver from the electronic filing requirement (see Submission Process section of this document).

---

## Appendix C – Federal ARRA Provisions

---

The following provisions apply to funds awarded under American Recovery and Reinvestment Act (ARRA). Additional provisions may be imposed during the course of the Awards process, or even afterwards, and will be communicated to Grantees as soon as possible. Grantees agree to be bound by Federal requirements that may now exist or in the future be issued for these Grants.

**Posting with the Local Employment Security Commission.** In addition to any other job postings the Grantee normally utilizes, the Office of Economic Recovery & Investment (hereinafter, "OERI") requires that the Grantee post with the local Employment Security Commission Office all positions for which the Grantee intends to hire workers as a result of being awarded this Grant. Labor and semiskilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum posting of five days before the hiring decision. The Grantee and any Sub-Grantee shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI, through the website <https://www.ncesc1.com/business/RecoveryAct.asp>

**Required Contract Provision to Implement ARRA Section 902.** The U.S. Comptroller General and his representatives have the authority to:

- (1) Examine any records of the Grantee or any of its sub-Grantees, or any State or local agency administering the Grant, that directly pertain to, and involve transactions relating to, the Grant or subcontract; and
- (2) Interview any officer or employee of the Grantee or any of its sub-Grantees, or of any State or local government agency administering the Grant, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to the Grants. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

**Authority of the Inspector General Provision.** Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this Grant. The Grantee is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the Grantee, its sub-Grantees or other firms working on this Grant. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

**Buy American Provision.** Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. Grantee agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Grantee must obtain written exception from this provision from the Department of Energy through the Board of Science and Technology.

**Wage Rate Provision.** Section 1606 of the ARRA requires that all laborers and mechanics employed by Grantees and sub-Grantees with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The Grantee agrees that by the submission of a proposal in response to the Solicitation, continuous compliance will be maintained with the Davis-Bacon Act.

**Availability and Use of Funds.** Grantees understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required State matching funds. Pursuant to Section 1604 of the ARRA, Grantees agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

**Whistleblower Provisions.** Grantees understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 95-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

**Outsourcing outside the USA without Specific Prior Approval Provision.** Grantee agrees not to use any Grant funds for outsourcing outside of the United States, without specific prior written approval from the Board of Science and Technology.

**Federal, State and Local Tax Obligations.** By submission of a proposal, Grantees and sub-Grantees assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving Grant monies.

**Anti-Discrimination and Equal Opportunity.** Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

**Reporting Requirements.** Pursuant to Title XV, Section 1512 of the ARRA, the Grantee shall provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this Grant from the Grantee's own workforce and any sub-Grantees. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the Grant. Reporting requirements may include a description of any product produced or technology transfer activities accomplished during this reporting period, such as:

- Publications (list journal name, volume, issue); conference papers; or other public releases of results.
- Web site or other Internet sites that reflect the results of this Project.
- Networks or collaborations fostered.
- Technologies/Techniques.
- Inventions/Patent Applications.

---

## Appendix D – N.C. General Statute Provisions Addressing Public Records

---

### Provisions of N.C. General Statutes Addressing Public Records, Confidential Information, and Economic Development Projects

#### § 132-1. "Public records" defined

(a) "Public record" or "public records" shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions. Agency of North Carolina government or its subdivisions shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subdivision of government.

(b) The public records and public information compiled by the agencies of North Carolina government or its subdivisions are the property of the people. . .

#### § 132-1.1. State tax information

(b) **State and Local Tax Information.** – Tax information may not be disclosed except as provided in G.S. 105-259. As used in this subsection, "tax information" has the same meaning as in G.S. 105-259. Local tax records that contain information about a taxpayer's income or receipts may not be disclosed except as provided in G.S. 153A-148.1 and G.S. 160A-208.1.

#### § 132-1.2. Confidential information.

Nothing in this Chapter shall be construed to require or authorize a public agency or its subdivision to disclose any information that:

- (1) Meets all of the following conditions:
  - a. Constitutes a "trade secret" as defined in G.S. 66-152(3).
  - b. Is the property of a private "person" as defined in G.S. 66-152(2).
  - c. Is disclosed or furnished to the public agency in connection with the owner's performance of a public contract or in connection with a bid, application, Proposal, industrial development Project, or in compliance with laws, regulations, rules, or ordinances of the United States, the State, or political subdivisions of the State.
  - d. Is designated or indicated as "confidential" or as a "trade secret" at the time of its initial disclosure to the public agency.

#### § 66-152. Definitions (Trade Secrets Protection Act)

As used in this Article, unless the context requires otherwise:

- (2) "Person" means an individual, corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership, association, joint venture, or any other legal or commercial entity.
- (3) "Trade secret" means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

- a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
- b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

#### **§ 132-1.8. Economic development incentives**

(a) **Assumptions and Methodologies.** – Subject to the provisions of this Chapter regarding confidential information and the withholding of public records relating to the proposed expansion or location of specific business or industrial Projects when the release of those records would frustrate the purpose for which they were created, whenever a public agency or its subdivision performs a cost-benefit analysis or similar assessment with respect to economic development incentives offered to a specific business or industrial Project, the agency or its subdivision must describe in detail the assumptions and methodologies used in completing the analysis or assessment. This description is a public record and is subject to all provisions of this Chapter and other law regarding public records.

(b) **Disclosure of Public Records Requirements.** – Whenever an agency or its subdivision first proposes, negotiates, or accepts an application for economic development incentives with respect to a specific industrial or business Project, the agency or subdivision must disclose that any information obtained by the agency or subdivision is subject to laws regarding disclosure of public records. In addition, the agency or subdivision must fully and accurately describe the instances in which confidential information may be withheld from disclosure, the types of information that qualify as confidential information, and the methods for ensuring that confidential information is not disclosed."

#### **§ 132-6. Inspection and examination of records**

(a) Every custodian of public records shall permit any record in the custodian's custody to be inspected and examined at reasonable times and under reasonable supervision by any person, and shall, as promptly as possible, furnish copies thereof upon payment of any fees as may be prescribed by law. . .

(c) No request to inspect, examine, or obtain copies of public records shall be denied on the grounds that confidential information is commingled with the requested nonconfidential information. If it is necessary to separate confidential from nonconfidential information in order to permit the inspection, examination, or copying of the public records, the public agency shall bear the cost of such separation. . .

(d) Notwithstanding the provisions of subsections (a) and (b) of this section, public records relating to the proposed expansion or location of specific business or industrial Projects may be withheld so long as their inspection, examination or copying would frustrate the purpose for which such public records were created; provided, however, that nothing herein shall be construed to permit the withholding of public records relating to general economic development policies or activities.

Once the State, a local government, or the specific business has announced a commitment by the business to expand or locate a specific Project in this State or a final decision not to do so and the business has communicated that commitment or decision to the State or local government agency involved with the Project, the provisions of this subsection allowing public records to be withheld by the agency no longer apply.

Once the provisions of this subsection no longer apply, the agency shall disclose as soon as practicable, and within 25 business days, public records requested for the announced Project that are not otherwise made confidential by law.

An announcement that a business or industrial Project has committed to expand or locate in the State shall not require disclosure of local government records relating to the Project if the business has not selected a specific location within the State for the Project. Once a specific location for the Project has been determined, local government records must be disclosed, upon request, in accordance with the provisions of this section. For purposes of this section, "local government records" include records maintained by the State that relate to a local government's efforts to attract the Project."

**§ 132-9. Access to records**

(b) In an action to compel disclosure of public records which have been withheld pursuant to the provisions of G.S. 132-6 concerning public records relating to the proposed expansion or location of particular businesses and industrial Projects, the burden shall be on the custodian withholding the records to show that disclosure would frustrate the purpose of attracting that particular business or industrial Project.

---

## Appendix E – N.C. General Statute Provisions Addressing the Use of State Funds by Non-State Entities

---

### § 143-6.2. Use of State funds by non-State entities.

(a) **(Effective July 1, 2005)** Disbursement and Use of State Funds. – Every non-State entity that receives, uses, or expends any State funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly. State funds include federal funds that flow through the State (see G.S. 143C-1-1). For the purposes of this section, the term "non-State entity" means a firm, corporation, partnership, association, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution. For the purposes of this section, "unit of local government" has the meaning set out in G.S. 159-7(15) and "public authority" has the meaning set out in G.S. 159-7(10). The following definitions apply:

(1) Non-State entity. – A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.

(2) Unit of local government. – A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

(3) Public authority. – A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.

(b) **(Effective July 1, 2005)** For the purposes of this section, the term "grantee" means a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. The term "subgrantee" means a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. The terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees'

Comprehensive Major Medical Plan, or other similar medical programs.

(b1) Conflict of Interest Policy. – Every grantee shall file with the State agency or department disbursing funds to the grantee a copy of that grantee's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds and shall include actions to be taken by the grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before the disbursing State department or agency may disburse the grant funds.**

(b2) No Overdue Tax Debts. – Every grantee shall file with the State agency or department disbursing funds to the grantee a written statement completed by that grantee's board of directors or other governing body stating that the grantee does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level. **The written statement shall be made under oath and shall be filed before the disbursing State agency or department may disburse the grant funds.** A person who makes a false statement in violation of this subsection is guilty of a criminal offense punishable as provided by G.S. 143-34(b).

(c) **(Effective July 1, 2005)** Compliance by Non-State Entities. – If the Director of the Budget finds that a non-State entity has spent or encumbered State funds for an unauthorized purpose or fails to submit or falsifies any

information required by this section or any other provision of law, the Director shall take appropriate administrative action to ensure that no further irregularities or violations of law occur and shall report to the Attorney General any facts that pertain to an apparent violation of a criminal law or an apparent instance of malfeasance, misfeasance, or nonfeasance in connection with the use of State funds. Appropriate administrative action includes suspending or withholding the disbursement of State funds and recovering State funds previously disbursed.

(d) The Office of State Budget and Management shall adopt rules to ensure the uniform administration of State grants by all grantor State agencies and grantees or subgrantees. The rules shall establish policies and procedures for disbursements of grants and for State agency oversight, monitoring, and evaluation of grantees and subgrantees. Such policies and procedures shall:

- (1) Ensure that the purpose and reporting requirements of each grant are specified to the grantee.
- (2) Ensure that grantees specify the purpose and reporting requirements for grants made to subgrantees.
- (3) Ensure that funds are spent in accordance with the purposes for which they were granted.
- (4) Hold the grantees and subgrantees accountable for the legal and appropriate expenditure of State grant funds.
- (5) Provide for adequate oversight and monitoring to prevent the misuse of State funds.
- (6) Establish mandatory periodic reporting requirements for grantees and subgrantees, including methods of reporting, to provide financial and program performance information. The mandatory periodic reporting requirements shall require grantees and subgrantees to file with the State Auditor copies of reports and statements that are filed with State agencies pursuant to this subsection. Compliance with the mandatory periodic reporting requirements of this subdivision shall not require grantees and subgrantees to file with the State Auditor the information described in subsections (b1) and (b2) of this section.
- (7) Require grantees and subgrantees to maintain reports, records, and other information to properly account for the expenditure of all State grant funds and to make such reports, records, and other information available to the grantor State agency for oversight, monitoring, and evaluation purposes.
- (8) Require grantees and subgrantees to ensure that work papers in the possession of their auditors are available to the State Auditor for the purposes set out in subsection (h) of this section.
- (9) Require grantees to be responsible for managing and monitoring each Project, program, or activity supported by State grant funds and each subgrantee Project, program, or activity supported by State grant funds.
- (10) Provide procedures for the suspension of further disbursements or use of State grant funds for noncompliance with these rules or other inappropriate use of the funds.
- (11) Provide procedures for use in appropriate circumstances for reinstatement of disbursements that have been suspended for noncompliance with these rules or other inappropriate use of State grant funds.
- (12) Provide procedures for the recovery and return to the grantor State agency of unexpended State grant funds from a grantee or subgrantee if the grantee or subgrantee is unable to fulfill the purposes of the grant.

(e) Notwithstanding the provisions of G.S. 150B-2(8a)b, rules adopted pursuant to subsection (d) of this section are subject to the provisions of Chapter 150B of the General Statutes.

(f) The Office of State Budget and Management shall consult with the Office of the State Auditor and the Attorney General in establishing the rules required by subsection (d) of this section.

(g) **(Effective July 1, 2005)** The Office of State Budget and Management, after consultation with the administering agency, shall have the power to suspend disbursement of State grant funds to grantees or subgrantees, to prevent further use of State grant funds already disbursed, and to recover State grant funds already disbursed for noncompliance with rules adopted pursuant to subsection (d) of this section. If the grant

funds are a pass-through of funds granted by an agency of the United States, then the Office of State Budget and Management must consult with the granting agency of the United States and the State agency that is the recipient of the pass-through funds prior to taking the actions authorized by this subsection.

(h) **(Effective July 1, 2005)** Audit Oversight. – The State Auditor has audit oversight, with respect to State grant funds received by the grantee or subgrantee, pursuant to Article 5A of Chapter 147 of the General Statutes, of every grantee or subgrantee that receives, uses, or expends State grant funds. A grantee or subgrantee must, upon request, furnish to the State Auditor for audit all books, records, and other information necessary for the State Auditor to account fully for the use and expenditure of State grant funds received by the grantee or subgrantee. The grantee or subgrantee must furnish any additional financial or budgetary information requested by the State Auditor, including audit work papers in the possession of any auditor of a grantee or subgrantee directly related to the use and expenditure of State grant funds.

(i) **(Effective July 1, 2005)** Not later than May 1, 2007, and by May 1 of every succeeding year, the Office of State Budget and Management shall report to the Joint Legislative Commission on Governmental Operations and the Fiscal Research Division on all grantees or subgrantees that failed to comply with this section during the prior fiscal year, including the amount of State funds that were disbursed to each of those grantees or subgrantees during that fiscal year and the amount of State funds that were withheld.

(j) **(Effective July 1, 2005)** Grantor State agencies shall submit a list to the State Auditor, in the format prescribed by the State Auditor, by October 31 each year of every grantee to which the agency disbursed State funds in the prior fiscal year, the amount disbursed, the amount disbursed to each grantee, and other such information as required by the State Auditor to comply with the requirements set forth in this section.

(k) **(Effective July 1, 2005)** Civil Actions. – Civil actions to recover State funds or to obtain other mandatory orders in the name of the State on relation of the Attorney General, or in the name of the Office of State Budget and Management, shall be filed in the General Court of Justice in Wake County. (2004-196, s. 2.)

**SECTION 6.9.(b)** G.S. 143-34 reads as rewritten:

**"§ 143-34. Penalties and punishment for violations.**

(a) Except as provided by subsection (b) of this section, a refusal to perform any of the requirements of this Article, and the refusal to perform any rule or requirement or request of the Director of the Budget made pursuant to, or under authority of, the Executive Budget Act, shall subject the offender to penalty of two hundred fifty dollars (\$250.00), to be recovered in an action instituted either in Wake County Superior Court, or any other county, by the Attorney General for the use of the State of North Carolina, and shall also constitute a Class 1 misdemeanor. If such the offender be is not an officer elected by vote of the people, such the offense shall be sufficient cause for removal from office or dismissal from employment by the Governor upon 30 days' notice in writing to such the offender.

(b) A false statement made in violation of G.S. 143-6.2(b2) is a Class A1 misdemeanor offense."

**SECTION 6.9.(c)** This section shall apply to all State grant funds appropriated or awarded on or after July 1, 2005. Grants awarded prior to July 1, 2005, shall be subject to the reporting requirements in effect at the time the grant was made.

---

## Appendix F – N.C. General Statute Provisions Addressing the Collection of Tax Debts

---

### § 105-243.1. Collection of tax debts.

(a) Definitions. – The following definitions apply in this section:

- (1) Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.
- (2) Tax debt. – The total amount of tax, penalty, and interest due for which a notice of final assessment has been mailed to a taxpayer after the taxpayer no longer has the right to contest the debt.

(b) **(Effective until October 1, 2005)** Outsourcing. – The Secretary may contract for the collection of tax debts. At least 30 days before the Department submits a tax debt to a contractor for collection, the Department must notify the taxpayer by mail that the debt may be submitted for collection if payment is not received within 30 days after the notice was mailed.

(b) **(Effective October 1, 2005)** Outsourcing. – The Secretary may contract for the collection of tax debts owed by nonresidents and foreign entities. At least 30 days before the Department submits a tax debt to a contractor for collection, the Department must notify the taxpayer by mail that the debt may be submitted for collection if payment is not received within 30 days after the notice was mailed.

(c) Secrecy. – A contract for the collection of tax debts is conditioned on compliance with G.S. 105-259. If a contractor violates G.S. 105-259, the contract is terminated, and the Secretary must notify the contractor of the termination. A contractor whose contract is terminated for violation of G.S. 105-259 is not eligible for an award of another contract under this section for a period of five years from the termination. These sanctions are in addition to the criminal penalties set out in G.S. 105-259.

(d) Fee. – A collection assistance fee is imposed on an overdue tax debt that remains unpaid 30 days or more after the fee notice required by this subsection is mailed to the taxpayer. In order to impose a collection assistance fee on a tax debt, the Department must notify the taxpayer that the fee will be imposed if the tax debt is not paid in full within 30 days after the date the fee notice was mailed to the taxpayer. The Department may not mail the fee notice earlier than 60 days after the notice of final assessment for the tax debt was mailed to the taxpayer. The fee is collectible as part of the debt. The Secretary may waive the fee pursuant to G.S. 105-237 to the same extent as if it were a penalty.

The amount of the collection assistance fee is twenty percent (20%) of the amount of the overdue tax debt. If a taxpayer pays only part of an overdue tax debt, the payment is credited proportionally to fee revenue and tax revenue.

(e) Use. – The fee is a receipt of the Department and must be applied to the costs of collecting overdue tax debts. The proceeds of the fee must be credited to a special account within the Department and may be expended only as provided in this subsection. The proceeds of the fee may not be used for any purpose that is not directly and primarily related to collecting overdue tax debts. The Department may apply the proceeds of the fee for the purposes listed in this subsection. The remaining proceeds of the fee may be spent only pursuant to appropriation by the General Assembly. The fee proceeds do not revert but remain in the special account until spent for the costs of collecting overdue tax debts. The Department may apply the fee proceeds for the following purposes:

- (1) To pay contractors for collecting overdue tax debts under subsection (b) of this section.
- (2) To pay the fee the United States Department of the Treasury charges for setoff to recover tax owed to North Carolina.
- (3) To pay for taxpayer locator services, not to exceed one hundred thousand dollars (\$100,000) a year.

(f) Reports. – The Department must report semiannually to the Joint Legislative Commission on Governmental Operations and to the Revenue Laws Study Committee on its efforts to collect tax debts. Each report must include a breakdown of the amount and age of tax debts collected by collection agencies on contract,

the amount and age of tax debts collected by the Department through warning letters, and the amount and age of tax debts otherwise collected by Department personnel. The report must itemize collections by type of tax. Each report must also include a long-term collection plan, a timeline for implementing each step of the plan, a summary of steps taken since the last report and their results, and any other data requested by the Commission or the Committee.(2001-380, ss. 2, 8; 2002-126, s. 22.2; 2003-349, s. 3; 2004-124, ss. 23.2(a), 23.3(c); 2004-170, s. 22.5.)

---

## Appendix G – Sample Policy Addressing Conflicts of Interest

---

Prior to the release of Award funds, all Grantees will be required to file with the Board a copy of Grantee's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before the Board may disburse the grant funds.** (N.C.G.S. 143-6.2(b1)(2005))

---

### ***Sample Policy Addressing Conflicts of Interest:***

A conflict of interest is defined as an actual or perceived interest by a (Staff member/Board member) in an action that results in, or has the appearance of resulting in, personal, organizational or professional gain. A conflict of interest occurs when an Employee/Board member has a direct or fiduciary interest, which includes:

- Ownership with
- Employment of or by
- Contractual relationship with
- Creditor or debtor to
- Consultative or consumer relationship with:

a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services. The definition of conflict of interest includes any bias or the appearance of bias in a decision-making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an employee and a Board member, or a person who is an employee and who hires family members as consultants.

It is in the interest of the organization, individual staff and Board members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics and personal integrity even though law, regulation or custom does not require them.

Employees, members of employee's immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

1. Persons receiving benefits or services from the organization;
2. Any person or organization performing or seeking to perform services under contract with the organization; and
3. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave or leave without pay. If the employee is acting

in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

---

## Appendix H – Program Guidelines

---

### The North Carolina Green Business Fund

#### Program Guidelines

#### *“North Carolina is Open for Green Business”*

- A. **PROGRAM SUMMARY.** The North Carolina Green Business Fund (the “Green Business Fund” or the “Program”) is designed to award funds to North Carolina small for-profit and non-profit businesses, and State and local governmental entities, to encourage the development and commercialization of promising green technologies.

This Program is designed to encourage the development of commercial innovations and applications in the following three designated priority areas (“Priority Areas”):

1. The development of the biofuels industry in North Carolina. Grants made in this category may target Projects that maximize the development, production, distribution, retail infrastructure, and consumer purchase of biofuels and workforce development in these areas.
2. The development of the green building industry in North Carolina. Grants made in this category may target the development of environmentally conscious and energy efficient green building processes, including but not limited to supporting the installation, certification, or distribution of green building materials; energy audits; marketing and sales of green building technology in North Carolina; and workforce development for green building processes.
3. Attracting and leveraging private sector investment and entrepreneurial growth in environmentally conscious clean technologies and renewable energy products and businesses. Grants in this category may target renewable energy deployment; biomass energy Projects; waste reclamation for energy; liquefaction; implementation of innovative energy efficiency technologies; clean distributed generation infrastructure improvements; and other promising technologies.

The North Carolina Board of Science and Technology (the “Board”), a division of the North Carolina Department of Commerce, through its Executive Director, will administer the Green Business Fund in the manner set forth in these Guidelines. Capitalized terms contained herein have the meanings ascribed to them in Section D of these Guidelines.

The Board will issue a Solicitation for each Program funding cycle, which describes Application requirements for an Award under that Solicitation, including specific selection criteria for Projects. The Solicitation will specify available Award amounts and the dates during which Applications may be submitted (the “Solicitation Period”). A particular Solicitation may target and be limited to certain types of Projects and Eligible Entities. Eligible Entities will apply for an Award by submitting a completed Application in response to, and in compliance with, a Solicitation. An Eligible Entity may receive only one (1) Award during a Solicitation Period. The Board will review Applications either on a rolling, first-come, first-served basis, or based on the group of all Applications submitted by a fixed calendar date, as specified in the governing Solicitation. In either case, the making of Awards is always subject to the availability of unencumbered funds for the Program under that Solicitation.

- B. **STATUTORY AUTHORITY AND AMENDMENT.** These Guidelines apply to funds appropriated or otherwise deposited, granted or allocated to the Green Business Fund established by, and to be used pursuant to, North Carolina Session Law 2007-323, including §143B-437.4 through §143B-437.8 of the North Carolina General Statutes (the “Program Statutes”). These Guidelines may be amended from time to time, using the procedures set forth in N.C. Gen. Stat. §143B-437.7.

**C. PROGRAM PURPOSE.** The purpose of the Green Business Fund is to encourage small businesses with less than 100 employees to help grow the green economy in the State by funding Projects focused on the Priority Areas described in Section A of these Guidelines.

**D. DEFINITIONS.**

1. *Applicant* – an Eligible Entity that submits an Application.
2. *Application* – an application, completed on the prescribed form(s), the Proposal, and any supporting materials submitted by an Applicant in response to a Solicitation.
3. *Award* – a Green Business Fund grant, pursuant to N.C. Gen. Stat. §143B-437.4(b).
4. *Board* – The North Carolina Board of Science and Technology, a division of the North Carolina Department of Commerce.
5. *Closing Date* - The last date for receipt of an Application and all required supplemental materials under a Solicitation.
6. *Eligible Entities* – Small Businesses, nonprofit organizations, local governments, and State agencies.
7. *Guidelines* – These guidelines for the North Carolina Green Business Fund.
8. *Grant Agreement* – The agreement between the State of North Carolina and a Grantee, governing the terms of an Award.
9. *Grantee* – An Applicant that has been approved to receive an Award.
10. *Green Business Fund* - The North Carolina Green Business Fund established by N.C. Gen. Stat. §143B-437.4(a).
11. *Green Business Fund Award Survey* – An annual report that must be submitted by all Grantees, demonstrating use of Award funds, progress of its Project, and other matters related to an Award.
12. *Performance Period* – The time period over which the Statement of Work described in a Proposal is to be performed.
13. *Priority Area* – one of the statutory priority areas, as enumerated in Section A of these Guidelines, and, for any Solicitation, as limited therein.
14. *Principal Place of Business* – the state in which an organization maintains its head office, where its books and records are kept, and senior management is located, as reported to that state’s Secretary of State.
15. *Program Statutes*- has the meaning ascribed to it in Section B of these Guidelines.
16. *Project* - a Project that is focused on one of the Priority Areas.
17. *Proposal* – the part of an Application, prepared by the Applicant, that contains all required elements enumerated in the Solicitation, regarding details of the proposed Project.
18. *Solicitation* – A document announcing the availability of Awards, as described in Section E of these Guidelines.
19. *Solicitation Period* – The time period during which Applications in response to a specific Solicitation will be accepted.
20. *Small Business* - A private business with fewer than one hundred (100) employees.

**E. SOLICITATIONS.** Solicitations shall be issued by the Board, inviting Eligible Entities to submit Applications for an Award, during a specified Solicitation Period. Solicitations shall be posted on the Board’s website, as provided in Section N of these Guidelines. Solicitations shall set forth the Solicitation Period, Award amount available and eligible requirements, Proposal and reporting requirements, and Application forms. No Applications or supplemental materials submitted in response to a Solicitation will be accepted after its Closing Date or, with respect to Solicitations that accept Applications on a rolling basis, after all funds available for that Solicitation have been encumbered. These Guidelines are incorporated into all Solicitations.

**F. ELIGIBILITY.** An Applicant must satisfy the following conditions in order to be eligible to submit an Application:

1. Applicant must be an Eligible Entity with its Principal Place of Business in North Carolina.
2. Applicant may not apply for a second Award for activity for which the Applicant has already received an Award.

3. Any Applicant that, in the judgment of the Board, has failed to correct a material breach of an Award agreement or of any grant agreement under any program administered by the Board or the State of North Carolina is ineligible to submit an Application.
4. Applicant must satisfy any other eligibility requirements established by the Board and published in a Solicitation.

To be eligible for funding under this Program, Applicants will be required to demonstrate that:

1. The proposed Project is technically sound and to be undertaken by an Applicant with the necessary technical, financial and management capacity;
2. The proposed Project will be undertaken in a collaborative and innovative manner as appropriate;
3. Any new technologies and any related intellectual property developed during the Performance Period will be commercialized in a timely manner in relevant market sectors; and
4. The funding is necessary to ensure that the Project proceeds in a manner to ensure broad benefits to North Carolinians.

#### G. APPLICATION REQUIREMENTS

**Timing and Scope.** Applicants must fully comply with all requirements of these Guidelines and the relevant Solicitation within the Solicitation Period. Applications that do not include ALL of the documents specified in a Solicitation, or that contain documents that have not been fully completed, will be considered incomplete and will be returned to the Applicant without further review. At its discretion, the Board may request supplemental materials from the Applicant and such materials must be received within fifteen (15) days of the date of the request or the Application may be returned to the Applicant without further review.

**Application Forms.** Applicants must use the required forms provided in a Solicitation. These forms will require certain certifications by the Applicant, including without limitation, certification that at least fifty-one percent (51%), or such greater amount as may be specified in a particular Solicitation, of the activity conducted under any Award will be performed in North Carolina, and significant operations will be maintained in North Carolina for the duration of the Project Performance Period.

**Proposal.** The Proposal shall include, among other things specified in the Solicitation:

- A detailed description of the Project.
- Independent sources discussing the merits of the technology.
- A detailed Statement of Work.
- A description of how the Project promotes North Carolina's economic development objectives, including creation of jobs in green products, services, or processes, in North Carolina.
- A description of the Award amount sought and the intended use for such funds.
- Detailed Project budget and timeline.
- Project feasibility information.
- Technical background and career history of principals engaged in the Project.
- An identified *Program Manager*. This person is the Eligible Entity's contact person with the Board. This should normally be the person who plans and directs development and implementation of the Project and who is responsible for its success. The nature of this person's activities should be described, as well as the amount of time he or she will spend on the Project, which shall be not less than an average of twenty (20) hours per week. The Proposal shall provide details of the Program Manager's education and experience, and demonstrated success on Projects of similar nature and scope.

H. **LIMITATIONS ON GREEN BUSINESS FUND AWARDS.** An Applicant may receive no more than one (1) Award during the period covered by a Solicitation.

I. **APPLICATION REVIEW AND APPROVAL.** Applications will be reviewed to ascertain compliance with the requirements in a Solicitation, through the end of the Solicitation Period, or, in the case of Applications reviewed on a rolling basis, until the funds available for that Solicitation have been exhausted. Date and time of receipt of the complete Application (including all required documents) will be used to establish the order for consideration of Applications, for Solicitations that specify review on a rolling basis.

An Advisory Committee, which may be established by the Board, may make recommendations to the Board on the specific selection criteria to be applied under each Solicitation, and the specific Projects that it determines best meet these criteria.

The Board shall determine the appropriate payment structure for a given Award, on a Project-specific basis. Proposals may be funded partially, fully, or not at all, as determined by the Board. In appropriate circumstances, the Board may request cooperation between Grantees on certain Projects, or revisions to Proposals, in order to avoid duplication and achieve the maximum benefit to the State of North Carolina. The Board may modify individual Award amounts based on availability of funds or waive the maximum grant limitation upon a finding that such waiver is appropriate to accomplish the purpose of the Program.

- J. **APPEAL.** If the Executive Director denies an Application, the Applicant may appeal this decision to the full Board, by written notice within thirty (30) days of the date of the denial notification or return of the Application, requesting reconsideration of the Application. Any reconsideration will be subject to availability of funds. In all appeals, the decision of the Board is final
- K. **GRANT AGREEMENT.** The terms under which an Award is made will be reflected in a Grant Agreement between the State of North Carolina and the Grantee. Terms of performance in the Grant Agreement will include but will not be limited to the following:
- The Grantee shall comply with all requirements described in these Guidelines and the relevant Solicitation.
  - The Grantee shall prepare and submit regular status reports to the Board as outlined in the relevant Solicitation.
  - The Grantee shall prepare and submit a final report as described in the relevant Solicitation, to the Board within thirty (30) days of the end of the Performance Period.
  - The Grantee shall complete and submit to the Board its annual Green Business Fund Award Survey for a period of up to five (5) years following receipt of the last payment under an Award.
  - The Grantee, or designated agent, shall maintain records and accounts that properly document and account for the application of all Award disbursements for a minimum of five (5) years after the date of the last disbursement under an Award. All such records and accounts shall be made available on demand by authorized representatives of the Board for inspection and use in carrying out its responsibilities with respect to the administration of the Green Business Fund.
  - The Grantee or designated agent shall comply with the audit policy of the State of North Carolina with respect to the disposition of Award funds and shall comply with the certifications made by the Grantee as a condition of its Award. The Grantee shall also provide the Board with timely copies of reports on any audits that review the use of Award funds.
  - In the event that an audit results in the determination that the Grantee has expended Award funds improperly, or that the Grantee has not complied with the certifications made by it as a condition of its Award, the Grantee shall, at a minimum, be required to reimburse the Green Business Fund for all such costs, up to the full amount of its Award.
  - The Grantee shall provide representations, warranties, and covenants with regard to itself, its Project, and the use of Award funds, and shall be subject to recapture of Award funds for misrepresentations and default under the Agreement.
  - Conditions precedent for disbursement of Award funds.
  - Permitted uses of Award funds by Grantee, including specified amounts.
  - The Grantee shall collaborate with other North Carolina companies and contract with Small Businesses headquartered in the State for goods and services, whenever reasonably and commercially practicable in the conduct of its business.

L. **GENERAL TERMS.**

1. No oral statement of any person shall modify or otherwise affect the terms and conditions of these Guidelines or of a Solicitation.
2. The Board may reject any Application that does not comply with the requirements of the Green Business Fund.
3. The Board may refuse to approve an Application if it is not in keeping with the purpose of the Green Business Fund.
4. The Board may withdraw a Solicitation at any time.
5. The Green Business Fund is funded by State appropriations and awards are contingent upon the availability of State funds for these purposes.
6. The Board reserves the right to award less than or none of the funding allotted to a Solicitation, based on the quality and eligibility of Applications.

M. **RELEASE OF INFORMATION.** All documents submitted to the Board, including all Application materials, are public records governed by Chapter 132 of the General Statutes and applicable provisions of the General Statutes protecting confidential information. When specific information in an Application is regarded by the Applicant and by law as confidential and not subject to disclosure under the North Carolina Public Records Act, the Applicant should specifically and clearly designate it as such in writing on that portion of the Application in which the information appears. An Applicant should provide an explanation for why particular information is regarded as confidential. Indiscriminate designations of information as "confidential," such as form language automatically inserted into e-mails or into the margins of documents will not be regarded as sufficient designations. Confidential designations must embrace only specific confidential words, numbers, descriptions, etc., and not whole sentences or groups of sentences.

N. **PUBLICATION OF GUIDELINES AND SOLICITATIONS.** The Board will publish the Guidelines, all Solicitations, and all announcements of Awards on the Board website at: <http://www.ncscitech.com>, accessible from a direct link on the North Carolina Department of Commerce website at <http://www.nccommerce.com>.

---

## Appendix I – 2011 North Carolina County Tier Designations

---

The N.C. Department of Commerce annually ranks the state's 100 counties based on economic well-being and assigns each a Tier designation. The most distressed counties are designated as Tier 1, the next as Tier 2 and the least distressed as Tier 3.

<b>County</b>	<b>2011 Tier</b>	<b>County</b>	<b>2011 Tier</b>
Alamance	2	Johnston	3
Alexander	1	Jones	1
Alleghany	1	Lee	2
Anson	1	Lenoir	1
Ashe	2	Lincoln	2
Avery	2	Macon	2
Beaufort	1	Madison	2
Bertie	1	Martin	1
Bladen	1	McDowell	1
Brunswick	3	Mecklenburg	3
Buncombe	3	Mitchell	1
Burke	1	Montgomery	1
Cabarrus	3	Moore	3
Caldwell	1	Nash	2
Camden	1	New Hanover	3
Carteret	3	Northampton	1
Caswell	1	Onslow	3
Catawba	2	Orange	3
Chatham	3	Pamlico	2
Cherokee	1	Pasquotank	2
Chowan	2	Pender	3
Clay	1	Perquimans	2
Cleveland	1	Person	2
Columbus	1	Pitt	2
Craven	3	Polk	2
Cumberland	2	Randolph	2
Currituck	2	Richmond	1
Dare	2	Robeson	1
Davidson	2	Rockingham	1
Davie	2	Rowan	2
Duplin	2	Rutherford	1
Durham	3	Sampson	2
Edgecombe	1	Scotland	1

Forsyth	3	Stanly	2
Franklin	2	Stokes	2
Gaston	2	Surry	1
Gates	1	Swain	1
Graham	1	Transylvania	2
Granville	2	Tyrell	1
Greene	1	Union	3
Guilford	3	Vance	1
Halifax	1	Wake	3
Harnett	2	Warren	1
Haywood	2	Washington	1
Henderson	3	Watauga	2
Hertford	1	Wayne	2
Hoke	2	Wilkes	1
Hyde	1	Wilson	2
Iredell	3	Yadkin	2
Jackson	2	Yancey	2

---

**Appendix J Terms and conditions of DOE Award Agreement Number ) DE-EE0000157**

---

The terms and conditions of the DOE Award Agreement that are applicable to the Grantee are provided as follows. Note that Grantee is required to comply with all of the provisions outlined below, including but not limited to those applicable to "Recipients", "subrecipients", "subgrantees", "subawardees", or "you" as those terms are used below. The Agency also reserves to itself the rights reserved to DOE to in the provisions below.

**RESOLUTION OF CONFLICTING CONDITIONS**

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

**REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS**

Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the recipient must absorb the under recovery. Such under recovery may be allocated as part of the organization's cost sharing, if required.

**STATEMENT OF FEDERAL STEWARDSHIP**

DOE will exercise normal Federal stewardship in overseeing the Project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the Project; assuring compliance with terms and conditions; and reviewing technical performance after Project completion to ensure that the award objectives have been accomplished.

**SITE VISITS**

DOE-authorized representatives have the right to make site visits at reasonable times to review Project accomplishments and management control systems and to provide technical assistance, if required. Grantee must provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

**REPORTING REQUIREMENTS**

- a) Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge ([www.osti.gov/bridge](http://www.osti.gov/bridge)), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database ([www.osti.gov/energycitations](http://www.osti.gov/energycitations)).
- b) Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

**PUBLICATIONS**

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this Project, as follows:  
Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number(s) DE-EE0000157."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

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

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

### **INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION**

a. Grantee is subject to the applicable intellectual property requirements of 10 CFR Part 600. A list of all intellectual property provisions may be found at [http://www.gc.doe.gov/financial\\_assistance\\_awards.htm](http://www.gc.doe.gov/financial_assistance_awards.htm).

b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at [http://www.gc.doe.gov/documents/Intellectual\\_Property\\_\(IP\)\\_Service\\_Providers\\_for\\_Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf).

### **LOBBYING RESTRICTIONS**

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

### **NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

### **PRESERVATION OF OPEN COMPETITION AND GOVERNMENT NEUTRALITY TOWARDS CONTRACTORS' LABOR RELATIONS ON FEDERALLY FUNDED CONSTRUCTION PROJECTS**

a. Unless in conflict with State or local laws, you must ensure that bid specifications, Project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a sub award to 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 other related construction project(s); or
2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

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 agreements with labor organizations.

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

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

## **SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

### Preamble

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

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

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Grantee, contractors, and subcontractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The federal government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. Grantee will be provided these details as they become available. Grantee must comply with all requirements of the Act.

### Definitions

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

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

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

## Special Provisions

### A. Flow Down Requirement

Recipient must include these special terms and conditions in any subaward as that term is defined in 10 CFR Part 600 (i.e., sub-grant). Recipient is required to include only the applicable special terms and conditions in any contract as that term is defined in 10 CFR Part 600 made with funds from the award (i.e. contractor and vendor agreements).

### B. Segregation of Costs

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

### C. Prohibition on Use of Funds

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

### D. Access to Records

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

- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions relation to, the subcontract, subcontract, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

### E. Publication

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

#### Notice of Restriction on Disclosure and Use of Data

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

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

F. Protecting State and Local Government and Contractor Whistleblowers.

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

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

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

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

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

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

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

<http://www.recovery.gov/Contact/ReportFraud/Documents/Whistleblower+Poster.pdf>

G. Request for Reimbursement

RESERVED

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible

evidence that a principal, employee, agent, contractor, Sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict or interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in supporting of Recovery Act Reporting

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

J. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until March 31, 2012.

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

Not Applicable to this Agreement.

L. Certifications

Not Applicable to this Agreement.

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

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

(b) The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act. Unless the Agency notifies the Grantee in writing that the Agency delegates the reporting responsibility to the Grantee, the Agency will assume responsibility for submitting these reports on behalf of Grantee; thus, Grantee shall submit its reports to the Agency no later than five calendar days after each calendar **month** in which Grantee receives the assistance award in the form designated by the Agency.

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

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

**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 provisions apply only to public building(s) and public work(s) as defined below:

(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 goods.

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

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

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

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

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

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

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

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

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

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

---

None

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the Project;

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

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

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

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

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

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

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

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

**Foreign and Domestic Items Cost Comparison**

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

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

*[Include other applicable supporting information.]*

*[\*Include all delivery costs to the construction site.]*

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

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

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

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

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

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

You are restricted from taking any action using federal funds for projects under this award that would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing a final NEPA determination regarding these projects.

Prohibited Project activities include, but are not limited to:

1. all boiler activities
2. steam systems and waste process systems

The Project activities listed above, and any other Project activities in which DOE has not made a NEPA determination, will require an individual NEPA review and determination. You must submit an environmental questionnaire to the DOE Project Officer for each Project activity identified above to allow DOE to conduct an individual NEPA review and determination.

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

### **HISTORIC PRESERVATION**

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (known in North Carolina as the "North Carolina Department of Cultural Resources") (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

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

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

Grantee acknowledges that the SEO has entered into a Memorandum of Agreement (MOA) with the SHPO and the DOE dated May 24, 2010 governing the rights and obligations of the parties regarding Section 106 compliance. The SEO hereby assigns and the Grantee assumes the rights and obligations of the SEO under the MOA, as the same may be modified from time to time.

### **DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

**Definitions:** For purposes of this article, Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:

(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."

(3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower- tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

**(a) Davis Bacon Act**

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

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

particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

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

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

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

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of

Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social

security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is

performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**(b) Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and

also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

---

## Appendix K: General Terms and Conditions

---

1. **Source and Availability of Funds.** Funding for the Award is provided through the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (Feb. 13, 2009) ("ARRA") through a grant (CFDA # 81.041) by the United States Department of Energy ("DOE") to the North Carolina Department of Commerce ("Agency"), State Energy Office (the "SEO"). Any and all payment of Award funds or the continuation thereof is contingent upon funds for this purpose being provided solely by ARRA. The Parties agree and understand that the payment of any Award is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.
2. **Conflicting Provisions.** To the extent that any provision of the Grant Agreement is determined to be in contradiction of, or in conflict with any Federal or State law or regulation, the Federal or State law or regulation, shall control, except that if the conflicting provision is regarding any provision in Appendix J, the Grantee shall consult the DOE through the SEO. All applicable Federal and State laws and regulations are incorporated herein by reference.
3. **Duties of the Grantee.** The Grantee shall perform all work described in Grantee's Proposal, as the same may be amended by mutual written agreement of the Parties, by December 31, 2011. Grantee shall perform all duties of the Grant Agreement, including the reporting and auditing requirements of the Grant Agreement, on the schedule and in the manner provided in the specific provisions of this Grant Agreement.
4. **Payment Provisions.** No later than the second calendar day of each month during the effective period of the Grant Agreement (even if no reimbursement is requested for a given month), the Grantee shall submit to the Agency a reimbursement request in the form and manner prescribed by the Agency for approval by the Agency (see [www.energync.net](http://www.energync.net) for the form of the invoice). The Agency shall endeavor to pay to the Grantee within 30 days from the receipt of any invoice an amount equal to all costs eligible for payment under this Grant Agreement and applicable laws and regulations. However, the Agency will not make any payment to the Grantee if the Grantee has not fulfilled all reporting obligations owed to the Agency at any time payment to the Grantee is due. If the Grant Agreement is terminated, the Grantee shall complete a final accounting report and return any unearned funds to the Agency within 60 days of the termination date. The Agency shall have no obligation for payments based on expenditure reports submitted later than 60 days after termination or expiration of the Grant Agreement period.
5. **Reporting Requirements.** Any Grantee who is a non-State entity is subject to the reporting requirements described in Appendix B – Reporting Requirements. Additionally, Grantee is subject to federal and additional state reporting requirements related to ARRA, State Energy Program regulations, and OERI directives and must submit a report on the fifth calendar day following each calendar quarter a report in the form and manner specified by the Agency to satisfy applicable reporting requirements (see [www.energync.net](http://www.energync.net) for the form of the narrative report). Grantees shall submit back up materials and supporting documentation requested by the Agency. For all work that is subject to the Davis Bacon Act and Contract Work Hours and Safety Standards Act, Grantee must submit Form WH-347 and original certified payrolls to the Agency no later than the seventh calendar day following each weekly payroll date.
6. **Termination of Grant Agreement; Survival.** This Grant Agreement shall terminate when all obligations, including reporting obligations, of the Grantee have been fulfilled. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive termination unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation. If, through any cause, the Grantee fails to fulfill its obligations under the Grant Agreement in a timely and proper manner, or any representation or warranty made by the Grantee is shown to be false or misleading, then the Agency shall have the right to terminate the Grant Agreement by giving written notice to the Grantee and specifying the effective date thereof. The filing of a petition for bankruptcy by the Grantee shall be an act of default under the Grant Agreement. Upon termination, the Agency's obligation to disburse any Grant funds shall cease. In addition, the Parties may terminate the Grant Agreement by mutual consent with 60 days notice to the other Party, or as otherwise provided by law, subject to the second sentence of this paragraph 6.

- 7. Recovery of Grant Funds.** The Grantee acknowledges and accepts the State's absolute right in its sole discretion to withhold, discontinue, or recover in part or in full any monies awarded and/or distributed pursuant to the Grant Agreement if it is determined that the Grantee has engaged in unlawful conduct or conduct which violates the spirit and intent of the Program, or if the Grantee fails to comply with the terms of the Grant Agreement. If an audit determines that the Grantee expended the Award improperly or that the Grantee has failed to comply with certifications, representations, warranties and covenants made for the Award, or that the Grantee has failed to keep records and provide access to such records as required by the Grant Agreement, the Grantee shall, at a minimum, be required to reimburse the Agency, and the State may pursue such other action as it deems appropriate. The federal government may also recover Award funds disbursed hereunder for failure to comply with applicable laws, regulations, the DOE Award Agreement, or directives of the OERI, and may pursue such other action as it deems appropriate.
- 8. Procurement.** Grantee acknowledges and agrees that the ARRA requires the use of competition in the implementation of procurement practices to the maximum extent possible. Grantees who are institutions of higher education, hospitals, and non-profit organizations, as those terms are defined in 10 CFR Part 600, must comply with the procurement regulations in 10 CFR 600.140 through 600.149. Grantees who are units of state or local government as those terms are defined in 10 CFR Part 600, must comply with the procurement regulations in 10 CFR 600.236. Grantees who are for-profit organizations, as those terms are defined in 10 CFR 600, must comply with the procurement regulations in 10 CFR 600.330 and 600.331. Grantees who are public agencies shall comply with all applicable North Carolina law governing the procurement of goods and services and shall further comply with additional OERI requirements regarding procurement as provided in OERI directives 3, 3a, and 3b located <http://www.ncrecover.gov/Compliance/OERIDirectives.aspx>. All Grantees should see also the OERI terms and conditions in Appendix D – North Carolina Office of Economic Recovery and Investment Directives Regarding the American Recovery and Reinvestment Act of 2009 for additional procurement requirements. Grantee further acknowledges and agrees that any property purchased with funds from the Award are governed by 10 CFR 600.130 through 600.600.137 (institutions of higher education, hospitals, and non-profit organizations), 10 CFR 600.231 through 600.233 (state or local government), and 10 CFR 10 CFR 600.320 through 600.325 (for-profit organizations).
- 9. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C 874).** Grantee and its contractors and subcontractors shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Grant Agreement.
- 10. Compliance with Clean Water Act, Clean Air Act, Executive Order (E.O.) 11738 and EPA Regulations.** To the extent that any activity performed by the Grantee using funds awarded under this Grant Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time, the Grantee and any of its contractors and subcontractors for work funded under the Grant Agreement which is in excess of \$100,000, agree to the following requirements:

  - a. A stipulation by the Grantee, its contractors or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20;
  - b. Agreement by the Grantee, its contractors or subcontractors to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
  - c. A stipulation that as a condition for the Award that prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Grant Agreement is under consideration to be listed on the EPA list of Violating Facilities; and
  - d. Agreement by the Grantee to include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt sub-contract and requiring that the

contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under the Grant Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c) (1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

- 11. No Overdue Tax Debts.** No Award will be disbursed if the Grantee has an overdue tax debt owing to the State, until the debt has been satisfied, or if any Federal, State, or local obligation has not been satisfied by the Grantee. If an overdue tax debt goes unsatisfied by the Grantee for more than six (6) months, the Grant Agreement may be declared in default and terminated at the direction of the Agency.
- 12. Record Retention.** The Grantee shall maintain records and accounts that properly document and account for the application of the Award and fulfillment of the Grant Agreement for a minimum of five (5) years after the date of the award, or until all audit exceptions have been resolved, or until resolution of any litigation, claim, negotiation, audit, disallowance action or other action involving the Grant Agreement that has been started before expiration of the five-year period, whichever is longer. Federal policy and applicable regulations regarding record retention in 10 CFR Part 600 may require that records be retained for longer than five (5) years. The Grantee shall comply with the audit policies of the State and Federal government with respect to disposition of the Award and shall comply with the certifications made as a condition of the Award. The Grantee shall provide the Agency with timely copies of reports on any audits that review the use of the Award funds.
- 13. Access to Persons and Records.** The Office of State Budget and Management, the State Auditor, and other State auditors, the Agency shall have access to persons and records of the Grantee, and the right to inspect, copy, audit, and examine all of the relevant books, records, and other documents relating to the Grant and fulfillment of the Grant Agreement for the time period specified for retention in paragraph 12 above. The Grantee shall make such records available upon demand of a duly authorized representative of the State Auditor, or the Agency. In addition, any representative of the United States Inspector General or of the Comptroller General may examine any of the Grantee's or sub-grantees or contractor's records or records of other firms working on the project for which the Award was made. The foregoing may also interview any of the Grantee's (and sub-grantee's and contractor's or other firm's) employee or officers working on the project for which this Award was made. Under the ARRA, the United States Inspector General and the Comptroller General have broad authority to examine records and interview employees, in order to assure that the requirements of the ARRA are met. Nothing in this section or ARRA shall be interpreted to limit or restrict in any way any existing authority of an Inspector General or the Comptroller General.
- 14. Grantee's Representations, Warranties, and Covenants.** The Grantee makes the following representations, warranties, and covenants, and acknowledges and agrees that such representations, warranties and covenants have been material to the Agency's determination that the Grantee is eligible for an Award. The Grantee further agrees that each representation and warranty shall be true, accurate and complete as of the date of the Grantee's execution and delivery to the Agency of the Grant Agreement, as of the date of submission of a request for Award disbursement, and as of the date of any disbursement of any Grant funds.
  - a. The Grantee has reviewed and understands the Grant Agreement, the Funding Opportunity and Guidelines, and all related Program documents, and meets all of the applicable eligibility requirements for receipt of the Award.
  - b. The Grantee is as described in its Application, duly organized, validly existing and in good standing under the laws of the state of its registration, with power adequate for performing the activity for which the Award was made, and it is duly authorized to transact business in North Carolina.
  - c. The execution, delivery, and performance of the Grant Agreement are within the Grantee's power and authority, and the Grantee has duly authorized, executed and delivered the Grant Agreement, and has taken or will take, within the time frames established by the Grant Agreement, all actions reasonably necessary to carry out and give effect to the transactions contemplated by the Grant Agreement.
  - d. This Grant Agreement is a legally valid and binding obligation of the Grantee, enforceable against the Grantee in accordance with its terms, except as may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights.

- e. All statements, representations, and warranties made by or on behalf of the Grantee, and any materials furnished by or on behalf of the Grantee, the Agency or any State actor, are true, accurate and complete in all material respects, and do not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained herein or therein not materially misleading, to the best knowledge and belief of the Grantee. No change has occurred in the Grantee's condition or prospects, financial or otherwise, and no legal action is pending or, to the best of the Grantee's knowledge, threatened, that relates to the activity contemplated by the Grant Agreement or that could materially affect the Grantee's performance under the Grant Agreement.
  - f. The Grantee has not received any other grant under the Program during the period covered by the Funding Opportunity.
  - g. The Grantee understands that provision of the Award does not override or excuse the Grantee's compliance with any obligations that existing laws and regulations place on the Grantee.
  - h. The Grantee shall perform and abide by all commitments identified in its Application.
  - i. The Grantee shall comply with all Federal, state, and local laws, ordinances, codes, rules, regulations, and licensing requirements, and DOE policy and guidance that are applicable to the conduct of its business.
  - j. The Grantee is in compliance with the Grant Agreement.
- 15. Insurance:** During the term of the Grant Agreement, the Grantee shall ensure that its contractors provide commercial insurance of such type and with such terms and limits as is reasonable and customary for businesses undertaking the type of activity to be undertaken by the Grantee. At a minimum, contractors insurance coverage shall include:
- (a) **Worker's Compensation** - The Grantee shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees. The Grantee shall require any Subgrantee to provide the same coverage for any of its employees engaged in any work related to the Center.
  - (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
  - (c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.
- The Grantee's contractors may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. Contractors shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Grant Agreement. The limits of coverage under each insurance policy maintained by the Grantee's contractors shall not be interpreted as limiting the Grantee's liability and obligations under the Grant Agreement.
- 16. Incorporation of Application Representations and Commitments.** The Grantee's representations and commitments made in the Application or as part of the Application process are incorporated herein by reference, as if set out in full, and are deemed to be material to the Grant Agreement.
- 17. Waiver of Default.** Failure of the Agency at any time to require performance of any term or provision of the Grant Agreement shall in no manner affect the rights of the Agency at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Agency of any condition or the breach of any term, provision or representation contained in the Grant Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
- 18. Assignment.** Grantee shall not assign any of its rights or obligations under the Grant Agreement.

- 19. Choice of Law, Jurisdiction, Venue.** The validity of the Grant Agreement and all of its terms and provisions, as well as the rights and duties of the Parties, are governed by the laws of the State of North Carolina. The Grantee agrees and submits, solely for matters concerning the Grant Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of the Grant Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.
- 20. Time is of the Essence:** Time is of the essence in the performance of this Grant Agreement.
- 21. Amendment:** This Grant Agreement may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee, except that, from time to time, DOE issues (i) amendments and clarifications to the DOE award agreement that is the source of funding for this Grant Agreement, (ii) implementing regulations for the Program, and (iii) implementing guidance for the Program, all of which shall be binding on the Grantee without additional written amendment to this Grant Agreement. Grantee shall periodically consult the Agency and its website, the DOE Program website, the NCBST website, and the SEO website to obtain the modifications.
- 22. Beneficiaries.** This Grant Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors. Enforcement of the terms and conditions of the Grant Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency, the State Auditor and other State entities, and the Grantee, and their respective successors and assigns. Nothing contained in the Grant Agreement shall give or allow any claim or right of action whatsoever by any third person (other than the Agency, as specifically provided herein). It is the express intention of the Agency and Grantee that any person or entity, other than the Agency or the Grantee, receiving services or benefits under the Grant Agreement shall be deemed an incidental beneficiary only.
- 23. No Agency Relationship.** The Grantee and its employees, officers and executives are not employees or agents of the State or any agency thereof; nor are the State, its employees, officers and executives, agents or employees of the Grantee. This Grant Agreement shall not operate as a joint venture, partnership, trust, agency, or any other business relationship.
- 24. Entire Agreement.** This Grant Agreement constitutes the entire agreement between the Parties as to the matters set forth herein, and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.
- 25. Interpretation of Agreement.** Each Party acknowledges that, in executing the Grant Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of the Grant Agreement. This Grant Agreement shall not be construed against any Party by reason of the drafting or preparation thereof.
- 26. Severability.** If any provision or part of the Grant Agreement is held to be invalid, illegal or unenforceable, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable, and the validity, legality or enforceability of the remainder of the Grant Agreement will not in any way be affected or impaired, but shall remain in full force and effect, unless the invalidity, illegality or unenforceability completely nullifies the Grant Agreement.
- 27. Limitation on State's Liability.** Neither the Agency or any State entity, department, board, or subdivision, shall be liable in any manner whatsoever to any person, other than the Grantee with respect to explicit commitments under the Grant Agreement. The Grantee's rights, if any, with respect to Award funds arise solely out of the Grant Agreement, and it has no independent right or claim to receive Award funds apart from any right or claim which may arise under the Grant Agreement.
- 28. Indemnification.** The Grantee agrees to indemnify and hold harmless the NCBST, the SEO, the Agency, the State, and all State officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of the Grant Agreement.
- 29. Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

- 30. Contractors and sub-contractors.** Any contractor or subcontractor of the Grantee shall be subject to all applicable conditions of the Grant Agreement, including but not limited to audit requirements. The Grantee shall be responsible for the performance of all of its contractors and subcontractors and shall not be relieved of any of the duties and responsibilities of the Grant Agreement. The Grantee is responsible for ensuring that all contractors or subcontractors provide all information to the Grantee and the Agency necessary to permit the Grantee to comply with the Grant Agreement.
- 31. Headings.** The section and paragraph headings in the Grant Agreement are not material parts of the agreement and should not be used to construe the meaning thereof.
- 32. Ongoing Compliance.** The Federal Government has not fully developed ARRA implementing instructions, particularly concerning specific procedural requirements for reporting. In addition to the requirements of the ARRA, the Grantee is subject to any Federal requirements that become effective in the future, that are applicable to this Award.