

**BUREAU OF ADMINISTRATION**  
**GRANT AGREEMENT ASSURANCES, TERMS, AND CONDITIONS**

- I. During the period of this Agreement, the Recipient hereby agrees to:
  - A. Complete all aspects of the energy conservation project as agreed to by the BOA.
  - B. Provide documentation regarding procurement and installation of the project to the BOA. This information shall be provided in Quarterly status reports that shall be due on March 31, June 30, September 30, and December 31, until the project is completed.
  - C. Comply with all applicable laws, ordinances, and codes of the state and local governments and all conditions, rules and regulations of the U.S. Department of Energy which relate to the administration of grants including, but not limited to:
    1. Title VI of the Civil Rights Act of 1964 (PL 88-352),
    2. National Environmental Policy Act of 1969 (PL 91-190) and Executive Order 11514,
    3. Copeland "Anti-Kickback" Act (18 USC 874) as supplemented by 29 CFR Part 3,
    4. Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by 29 CFR Part 5.
  - D. Maintain all records and other information relevant to this Agreement for a period of three years after final payment of the Grant is made. If an audit, litigation, or other action involving the records is started prior to the end of the three year period, all records must be retained until each issue arising out of the action is resolved. All costs for which payment is claimed shall be supported by properly executed payrolls, time records, invoices or other documentation evidencing, in proper detail, the nature of the charges.
  - E. Comply with the following applicable federal cost and acquisition principles:
    1. OMB Circular A-21, Cost Principles for Education Institutions,
    2. OMB Circular A-87, Cost Principles for State, Local Governments, and Indian Tribal Governments,
    3. OMB Circular A-122, Cost Principles Nonprofit Organizations,
    4. OMB Circular A-133, Audits of Institutions of Higher Education and other Nonprofit Institutions,
    5. 45 CFR Part 74, Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations,
    6. 48 CFR Part 31 - Contract Cost Principles and procedures for Profit Making Concerns,
    7. OMB A-102 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,
    8. OMB A-110 - Uniform Administrative Requirements Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
  - F. Comply with federal regulations 10 CFR part 420 - State Energy Program.

- G. Permit the BOA, the U.S. Department of Energy, the Comptroller General of the United States, or any of their duly authorized representatives to have access to any books, documents, papers and records of the Recipient which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts, and transcripts. The Recipient further agrees that the BOA, or its authorized representatives, may carry out monitoring and evaluation activities.
- H. Comply with Equal Employment Opportunity as described in U.S. Executive Order 11246 as amended by U.S. Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (10 CFR Part 60).
- I. Cooperate fully with the BOA in an Audit of fiscal transactions related to expenditures made under the terms of this Agreement. This audit will be done in accordance with the provisions of generally accepted auditing standards, and the disposition of any problem relating to questioned costs of fiscal irregularities the part of the Recipient will be the responsibility of the Recipient.
- J. Ensure that any information released to the general public concerning this Agreement or work completed under this Agreement include reference to the fact that the BOA is a grantor and the federal support came from the U.S. Department of Energy.
- K. Comply with any U.S. Department of Energy regulations and requirements concerning patents, invention and copyrights.
- L. Comply with the **Buy America** (BA) requirements of the Infrastructure Investment and Jobs Act (IIJA) of 2021.
  - 1. Per Section 70914 of IIJA, "Application of Buy America Preference," this requirement is to be applied as follows: "Not later than 180 days after the date of enactment of this Act<sup>1</sup>, the head of each Federal agency shall ensure that none of the funds made available for a Federal financial assistance program for infrastructure...may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States."
  - 2. Definitions:

**Infrastructure** includes, at a minimum, the structure, facilities, and equipment for, in the United States:

    - a. Roads, highways, and bridges;
    - b. Public Transportation;
    - c. Dams, ports, harbors, and other maritime facilities;
    - d. Intercity passenger and freight railroads;
    - e. Freight and intermodal facilities;
    - f. Airports;
    - g. Water systems, including drinking water and wastewater systems;
    - h. Electrical transmission facilities and systems;
    - i. Utilities;
    - j. Broadband infrastructure; and
    - k. Buildings and Real property.

**Project** means the construction, alteration, maintenance, or repair of infrastructure in the United States.

**Financial Assistance** is given the same definition that is provided in the governmentwide financial assistance regulations at 2 C.F.R. 200.2; but is also expanded to include “all expenditures by a Federal agency to a non-Federal entity for an infrastructure project.”

Because the BA framework applies to “Infrastructure Projects,” the BA requirement will not apply unless it involves the construction, alteration, repair, or maintenance of one of the items defined as “infrastructure,” above.

3. Any projects that are categorized as “Infrastructure Projects” will require that any iron, steel, manufactured goods, and construction materials used in the project to be produced in the United States. This means something a little different for each product:
  - a. Iron and Steel: All manufacturing processes, from the initial melting stage through the application of coatings must occur in the United States;
  - b. Manufactured products: The manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product;
  - c. Construction Material: All manufacturing processes for the construction material occurred in the United States.

Recipients who undertake “infrastructure projects” must purchase all iron, steel, manufactured products, and construction materials for the project that have been produced according to the standards above, unless a federal waiver is granted. Recipients will also need to be prepared to report on the origin of these products as part of the execution of their Federal award.

- M. Include, in any sub-agreement, authorized by this Agreement or approved under paragraph “E” above, all Agreement provisions as listed in paragraphs “A” through “M” of this section.

II. The Recipient is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or its rights, title or interest therein or its power to execute such Agreement to any other person, company, or corporation without the prior written consent and approval of the BOA.

III. The written terms and provisions of this Agreement shall supersede all prior verbal statements of any representative of the parties to this Agreement and such statements shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement to the Agreement documents.

IV. The BOA may, upon at least thirty days written notice, terminate this Agreement in whole or in part for cause, which may include:

- A. Failure of the Recipient to fulfill in a timely and proper manner it’s obligations under this Agreement, including compliance with the approved program and attached conditions and such statutes and U.S. Department of Energy directives as may become generally applicable at anytime;
- B. Submission by the Recipient to U.S. Department of Energy or the BOA of reports that are incorrect or incomplete in any material respect;

- C. Ineffective or improper use of funds provided under this Agreement;
- D. Suspension or termination by U.S. Department of Energy of the grant to the BOA under which this Agreement is made, or the portion thereof delegated by this Agreement; and
- E. Failure to comply with the name recognition clause of this Agreement.

V. It is further agreed that any breach or evasion of any of the terms of this Agreement by either party will result in immediate and irreparable injury to the other party and will authorize recourse to injunction and/or specific performance as well as all other legal or equitable remedies to which such injured party may be entitled hereunder.

VI. This Agreement may be extended or amended by mutual agreement of the parties prior to its expiration. All amendments must be in writing, signed and dated by both parties and thereupon shall become part of this Agreement.