



CONTRACT NO.	
CONTRACTOR:	
VENDOR NO.	
PROJECT NAME:	DOE - Weatherization
AWARD NUMBER:	
CFDA #	81.042
CONTRACT ORIGINATOR:	Mike Johnson

CONTRACT
DEPARTMENT OF COMMUNITY AND CULTURE
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
 324 South State Street, Salt Lake City, UT 84111

1. **PARTIES:** This contract is between the Department of Community and Culture:

_____ Weatherization Assistance Program (DOE) _____
 (Board or Program)

Referred to as STATE, and the following CONTRACTOR

_____ Name _____

_____ Address _____

_____ City _____ State _____ Zip Code _____

_____ Contact Person _____ (_____) Phone # (_____) FAX # _____

2. **GENERAL PURPOSE OF CONTRACT:**

3. **CONTRACT PERIOD:** Commencing on July 1, 2011 and terminating on June 30, 2012.

4. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$ _____, pursuant to the budget attached hereto as Attachment C.

5. **ATTACHMENTS:**

- ATTACHMENT A – GENERAL PROVISIONS
- ATTACHMENT B – PROGRAM TERMS AND CONDITIONS
- ATTACHMENT C – BUDGET
- ATTACHMENT D – SCOPE OF WORK
- ATTACHMENT E – FEDERAL ASSURANCES/CERTIFICATIONS
- ATTACHMENT F - FFATA

EXECUTION

IN WITNESS WHEREOF, the parties sign and cause this contract to be effective as of the date indicated below by the Utah State Division of Finance.

CONTRACTOR

APPROVED:

(Jurisdiction name)

By: _____
Signature

Name

Title

WITNESS

Signature

Name

Title

STATE

**APPROVED: DIVISION OF HOUSING &
COMMUNITY DEVELOPMENT**

By: _____
Gordon D. Walker, Director

APPROVED - DIVISION OF FINANCE

By: _____

Execution Date: _____

ATTACHMENT A**GENERAL PROVISIONS FOR DIVISION OR HOUSING AND COMMUNITY DEVELOPMENT AGREEMENTS**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Section 63 Chapter 56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases by the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The CONTRACTOR and any and all supplies, services, equipment and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **PROJECT COMPLETION:** The CONTRACTOR shall complete the project described in Attachment D – Scope of Work within the contract period shown on page 1 of this Contract.
5. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR pursuant to this Contract. The records shall be retained by the CONTRACTOR for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow State and Federal auditors, and State Agency Staff, access to all records related to this Contract, for audit, inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
6. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with §67-16-8, Utah Code Annotate, 1953, as amended.
7. **CONTRACTOR AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent CONTRACTOR, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for the Contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
8. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Contract which are caused in whole or in part by the negligence of the CONTRACTOR's officers, agents, volunteers, or employees, but not for claims arising from the STATE's sole negligence.
9. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1984 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

10. **SPEARABILITY CLAUSE:** A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE. The CONTRACTOR must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The CONTRACTOR acknowledges that the STATE cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the STATE is reduced due to an order by the Legislature of the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the STATE may terminate this Contract or proportionately reduce the services and purchase obligations and the amount due from the STATE upon 30 days written notice. In the case that funds are not appropriated or are reduced, the STATE will reimburse CONTRACTOR for products delivered or services performed through the date of cancellation or reduction, and the STATE will be liable for any future commitments, penalties, or liquidated damages.
14. **WARRANTY:** The contractor warrants that (a) all services shall be performed in conformity with the requirements of this Contract by qualified personnel in accordance with generally recognized standards; and (b) all goods or products furnished pursuant to this Contract shall be free from defects and shall conform to contract requirements. For any item that the State determines does not conform with the warranty, the State may arrange to have the item repaired or replaced, or services redone as needed, either by the Contractor or by a third party at the State's option, at the Contractor's expense.
15. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later.
16. **PATENTS, COPYRIGHTS, ETC:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the CONTRACTOR's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
17. **ASSIGNMENT/SUBCONTRACT:** CONTRACTOR will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the STATE.
18. **UNUSED FUNDS:** Any funds authorized by the STATE that are not used in the completion of Attachment D – Scope of Work must be returned to the STATE.
19. **INELIGIBLE EXPENSES:** CONTRACTOR expenditures under this Contract determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Contract, or that are inadequately documented, and for which payment has been made to the CONTRACTOR will be immediately refunded to the STATE by the CONTRACTOR. The CONTRACTOR further agrees that the STATE shall have the right to withhold any or all subsequent payments under this or other Contracts to the CONTRACTOR until the recoupment of overpayments is made.

20. **PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the State Division of Purchasing, CONTRACTOR agrees that the Contract and related Sales Orders and Invoices will be public documents, and may be available for distribution. CONTRACTOR gives the STATE express permission to make copies of the Contract, the response to the solicitation, and related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act.
21. **PROCUREMENT ETHICS:** The contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the STATE, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use of benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the STATE to declare CONTRACTOR in default of the Contract: 1) Nonperformance of contractual requirements; or, 2) A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a ten (10) day period in which CONTRACTOR will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONTRACTORS' liability for damages. If the default remains, after CONTRACTOR has been provided the opportunity to cure, the STATE may do one of more of the following: 1) Exercise any remedy provided by law; 2) Terminate this Contract and any related contracts or portions thereof; 3) Impose liquidated damages, if liquidated damages are listed in the contract; 4) Suspend CONTRACTOR from receiving future solicitations.
23. **FORCE MAJURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the Contract.
24. **CONFLICT OF TERMS:** All Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this Contract. In the event of any conflict in the Contract terms and conditions, the order of precedence shall be: 1) Attachment A: General Provisions; 2) Contract Signature Page(s); 3) Attachment B: Program Terms and Conditions.
25. **ENTIRE AGREEMENT:** This Contract, including all Attachments, and documents incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
26. **AMENDMENT:** This Contract may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this agreement. No claim for services furnished by the CONTRACTOR, not specifically authorized by this Contract will be allowed by the STATE. Automatic renewals will not apply to this contract.
27. **ACCOUNTING REPORTS:** The governing board of the CONTRACTOR is responsible to ensure that CONTRACTOR complies with the accounting reporting requirements in Utah Code §51-2a-201 enacted by chapter 206, 2004 General Session.
28. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM:** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor the Multi-Step Process.

28. 28.1 STATUS VERIFICATION SYSTEM

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier. "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be verified prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

28.2 INDEMNITY CLAUSE FOR STATUS VERIFICATION SYSTEM

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier, and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1 above, Design Professionals or Designers under contract with the State shall only be required to indemnify this State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or sub consultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

ATTACHMENT B: WEATHERIZATION PROGRAM TERMS AND CONDITIONS

1. The Contractor may receive advances under this Agreement not to exceed a 30-day estimated cash need (if the total budget exceeds \$5,000). If the total budget is less than \$5,000, the Contractor may receive a 100 percent advance. Any interest earned on funds advanced to the Contractor can be expended per the Utah Weatherization Guidelines by the Contractor only upon written permission from the State.
2. Variance in the amount of the individual items in the budget category or the transfer of funds between line items in the budget category in excess of 20 percent of the line item will not be permitted without prior approval of the State. A transfer between budget categories is allowed with the authorization of the Division of Housing and Community Development. Transfers to administration or T/TA will not be allowed.
3. Vouchers for reimbursement of expenditures under this Agreement may be submitted monthly.
4. The Contractor agrees to obtain written approval from the State prior to embarking upon out-of-state travel in performance of work tasks under this Agreement unless otherwise set forth in Attachment C.
5. No funds will be used under this Agreement for equipment purchases exceeding \$500 without prior written permission from the State or unless otherwise set forth in Attachment C.
6. The Contractor agrees to obtain written approval and release from the State prior to obligating funds for any sole source procurement exceeding \$5,000 and to abide by all other federal procurement requirements (per 10 CFR 600 and OMB Circular A-102 or A-110)
7. Any materials prepared by the Contractor pursuant to this Agreement shall be the property of and may bear copyright of the State. Dissemination of such materials or use of this work product in any form shall be prohibited without prior approval and written release from the State.
8. The State may terminate this Agreement as follows:
 - a. If, through any case, the Contractor shall fail to fulfill (in a timely and proper manner) any obligations under this Agreement including the following:
 - (1) Failure to maintain adequate fiscal controls and accounting procedures.
 - (2) Failure to adhere to the schedules of goals and objectives that have been established.
 - (3) Inability of the Contractor to account for all materials and equipment purchases.
 - (4) Misuse of program funds.
 - (5) Discrimination in employment
 - (6) Failure to use weatherization materials that meet or exceed federal specifications.
 - (7) Failure to provide weatherization services in a quality manner.
 - (8) Failure of sub-grantee to comply with the terms of the Agreement.
 - (9) If a project or program was funded with an earlier Agreement, failure to submit required reports due from the prior period.
 - (10) Failure to comply with the audit requirements.
 - (11) Failure to comply with applicable federal purchasing procedures.
 - (12) Filing late and inaccurate financial and programmatic reports.
 - (13) Failure to provide sufficient outreach and advertisement (in order to meet the contracted goal for number of homes to be weatherized).
 - (14) Failure to complete final inspections before reporting homes as complete.
 - b. Or, if the contractor shall violate any of the covenants, agreements, or stipulations of this Agreement or the State shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof in accordance with 10 CFR 600.121. In that event, all data, studies, reports, property, equipment, or other materials prepared or purchased by the Contractor using weatherization funds shall, at the option of the State, become the property of the State. And, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Contractor shall not be relieved of damages sustained by the State by virtue of any breach of the Agreement by the Contractor, and the State may withhold or recover any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the state from the Contractor is determined.
 - c. The State may terminate this Agreement upon thirty days written notice to the Contractor in the event that the Utah Legislature or the congress of the United States fails to appropriate sufficient funds to the state to meet its obligations under this Agreement. In such event, the Contractor shall be entitled to receive just and

equitable compensation for any satisfactory work completed up to the time of termination.

9. By signing this Agreement, the Contractor hereby assures and certifies that said Contractor will comply with the regulation, policies, guidelines, and requirements as they relate to the U.S. Department of Energy assurances outlined and as applicable in Attachment C and which is herewith made a part of this Agreement.
10. The Contractor shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the State.
11. Funds provided under the provisions of this Agreement may not be co-mingled with other funds made available to the Contractor. Financial records must be kept separate and in accordance with generally accepted accounting practices.
12. An audit of funds expended under this Agreement shall be completed following termination of this Agreement. Local agencies are to follow the audit requirements of 10 CFR 600.300 and OMB Circular A-133 "Audits for State and Local Governments and Non-Profit Organizations." All audits shall include a schedule of federal assistance showing expenditures per budget category charged to each federal program. The cost of such an audit is an allowable grant cost. One copy of the audit report must be provided to the State immediately upon completion. These guidelines do not preclude the possibility of State or DOE's performance of an audit of the grant. Any waiver of any audit requirement under this paragraph must be provided in writing from the State. In the event that the Contractor fails to deliver satisfactory audits to the State in a timely manner, the State may at its discretion arrange for an audit and deduct the cost from any Agreement then in force.
13. At any time during normal business hours and as often as the State, related federal or state agencies, and/or the Comptroller General of the United States may deem necessary, there shall be made available to the State and its representatives, related federal or state agencies, and/or representative of the Comptroller General for examination of all of its records with respect to all matters covered by this Agreement and will permit this State, related federal or state agencies and/or representative of the Comptroller General to audit, examine and make excerpts or transcripts from such records on personnel, conditions of employment, and other data relating to all matters covered by the Agreement.
14. For both state and local agencies, the use of federal funds authorized for weatherization program activities must be used to supplement and not supplant other state and/or local funds for the same purpose.
15. The Contractor agrees to provide services to _____ tribal members residing within the Contractor area. After an effective outreach to that area, unused funds designated for the tribal area may be used to serve non-tribal applicants.
16. The Contractor shall receive written authorization from the State before purchasing vehicles or entering into a vehicle lease.
17. The Contractor will assure an opportunity for a fair administrative hearing for individuals whose claims are denied or not acted upon in a timely manner. Information regarding the fair housing process will be given to each person when requesting an application for weatherization.
18. Both owners and renters shall receive weatherization assistance. Neither group shall be given additional priority over the other except as provided in the Utah Weatherization Guidelines.
19. The Contractor agrees to complete the number of homes identified in Attachment C and obligate all funds by September 30, 2012. If the Division of Housing and Community Development determines that all funds will not be obligated by September 30, 2012 the funds in question may be de-obligated from this contract and re-obligated to another weatherization agency. The Contractor will be given ten (10) working days notice of any action by the Division of Housing and Community Development in de-obligating funds from this contract.

ATTACHMENT C – BUDGET

(AGENCY)

Funding Source: DOE

1. Weatherization Assistance Program (DOE) – Budget Year 2012	
2. PROGRAM EXPENDITURES	
COLUMN 1	COLUMN 2
EXPENDITURES	
Administration	\$0.00
Materials	\$0.00
Labor	
Program Support	
Health/Safety	
Financial Audit	\$0.00
Liability Insurance	
Leveraging	
Program Operations Total	
T&TA	
TOTAL EXPENDITURES	\$0.00

ATTACHMENT D – SCOPE OF WORK

SCOPE OF WORK: To implement the Utah Weatherization Assistance Program to eligible households, as outlined in the current Utah Weatherization Guidelines within the agency service area.

1. **ROLE OF STATE:** The STATE'S role under this Contract shall be as follows:
 - a. to provide funding in the amount of \$_____ for accomplishment of the work described herein.
 - b. to provide direction to the accomplishment of the work through a cooperative effort involving CONTRACTOR.
2. **ROLE OF CONTRACTOR:** The CONTRACTOR shall have responsibility and authority:
 - a. to complete the weatherization of the number of homes outlined in the Attachment C - Contract Budget and as prescribed in the Utah Weatherization Guidelines.
 - b. to make expenditures and provide labor and other resources in accordance with Attachment C - Contract Budget.
 - c. to prepare and file monthly reports (as attached) with the STATE no later than the 25th day of the month following the reporting period.
 - d. to prepare and file a year-end report as of **September 25, 2012.**
3. **REIMBURSEMENT OF EXPENDITURES:** Expenditures incurred under this Contract by CONTRACTOR pursuant to Attachment C - Contract Budget, shall be reimbursed to the CONTRACTOR by STATE upon receipt of a an accurate and complete STATE authorized monthly report form. Reimbursement requests received after the 25th day of the month following the reporting period may be returned by the STATE to the CONTRACTOR to be included with the following month report.
4. **RETURN OF UNEXPENDED FUNDS:** If the contract is terminated or expires without expenditure of all allocated funds, unused funds shall be returned to STATE no later than **September 25, 2012.**
5. **MATCHING FUNDS:** N/A.
6. **CONTACT PERSON:** The STATE designates Michael R. Johnson, Weatherization Program Manager, as the Contact Person in the Division of Housing and Community Development to consult with the CONTRACTOR on an ongoing basis. The Contact Person shall assist the CONTRACTOR in coordinating the Project.
7. **NOTICE:** The CONTRACTOR agrees to immediately notify the STATE if, during the course of this Contract, a change or reorganization occurs which affects the purposes or the ability of the parties to perform under the terms and conditions of this Contract. Changes or reorganizations that require notification to the STATE include, but not limited to, the following:
 - a. material change in the amount or type of facilities, assistance, staff or faculty provided by CONTRACTOR to facilitate this Contract.
 - b. any other change or reorganization that the CONTRACTOR reasonably expects would be of interest of value to the STATE in the administration of this Contract.
8. **ADDITIONAL WORK:** The CONTRACTOR may be authorized to perform work and services and incur expenses related thereto, in addition to that work and those expenses specified in this Contract. Approval for such additional work must be authorized in writing in advance by the STATE in which event CONTRACTOR may directly claim reimbursement from STATE by presenting a detailed invoice to STATE.
9. **FUNDING:** Payments to CONTRACTOR are contingent upon state and /or federal appropriations or awards to the STATE. The STATE is under no obligation to make payments to CONTRACTOR or any sub-contracted organization hereunder if funding for this program is reduced or eliminated.
10. **MULTI-YEAR FUNDING:** CONTRACTOR agrees that the STATE will not be held liable for successive years of multi-year agreements if funding for this program is reduced or eliminated.
11. **SUBCONTRACTS:** Subcontract arrangements must be executed in writing and be approved in writing in advance by the STATE. The CONTRACTOR is responsible for managing the operations of any subcontracted activities. The CONTRACTOR must monitor subcontracted activities to ensure compliance with the provisions of the subcontract agreement and with this contract, as well as with applicable Federal and State requirements and performance objectives.
13. **COMPLIANCE:** The governing board of the CONTRACTOR is responsible to ensure that CONTRACTOR complies with Utah Code Section 51-2a-201 enacted by Chapter 206, 2004 General Session.
14. **PRESS RELEASE:** CONTRACTOR agrees to issue a press release regarding this Grant when funds are awarded.

ATTACHMENT E – FEDERAL ASSURANCES/CERTIFICATIONS

- A. The Contractor hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements as indicated below for said type of institution.
1. Hospitals: 10 CFR 600, OMB Circulars A-110, and Appendix E of 45 CFR 74.
 2. State agencies, Public Schools, Local Governments, and Indian Tribal Governments: 10 CFR 600, and OMB Circular A-87 and the Common Rule.
 3. Publicly funded Colleges and Universities: 10 CFR 600, and OMB Circulars A-110 and A-21.
 4. Private Non-Profit Organizations – Private Schools: 10 CFR 600 and OMB Circulars A-110 and A-122
 5. Individuals/Private Non-Profit Organizations: Not covered by OMB Circulars.
- B. Also the Contractor assures and certifies with respect to the project that:
1. LEGAL AUTHORITY. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, if necessary, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
 2. CIVIL RIGHTS. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance, and will immediately take any measures necessary to effectuate this agreement.
 3. CIVIL RIGHTS. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
 4. DISPLACED PERSONS. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real property Acquisitions Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
 5. HATCH ACT. It will comply with the provision of the Hatch Act, which limits the political activity of employees.
 6. FAIR LABOR STANDARDS. It will comply with minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
 7. CONFLICT OF INTEREST. It will establish safeguards to prohibit employees from using their positions for a purchase that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 8. RECORDS ACCESS. It will give the grantor agency or the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers, or documents related to the grant.
 9. ENVIRONMENTAL PROTECTION AGENCY'S LIST OF VIOLATING FACILITIES. It will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 10. FLOOD INSURANCE. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of and federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "federal financial

assistance” includes any form of loan, grant, guarantee, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

11. NATIONAL HISTORIC PRESERVATION. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.
12. DEBARMENT AND SUSPENSION. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this contract.
13. ENVIRONMENTAL STANDARDS. If the amount of the contract exceeds \$100,000 the Contractor agrees to comply with applicable standards, regulations, or orders issued pursuant to the Clean Air Act of 1970 (42 USC 1857 et seq) as amended. Violations shall be reported to DOE and the Regional Office of the Environmental Protection Agency.
14. LOBBYING CERTIFICATION. If the amount of this contract exceeds \$100,000, it agrees to comply with the following:
 - a. 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, grant, loan, or cooperative agreement.
 - b. 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub contracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 and not more than \$100,000 for each such failure.
15. PRIVACY ACT. The Contractor and its subcontractors will maintain no information about any individual in a manner which would violate the provisions of the Privacy Act of 1974, Public Law 93-579 as amended.
16. LIABILITIES AND LOSSES. The U.S. Department of Energy assumes no liability with respect to any damage or loss arising out of any activities undertaken with the financial support of this grant.

ATTACHMENT F - FFATA

STATE OF UTAH
DEPARTMENT OF COMMUNITY AND CULTURE
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
REPORTING REQUIREMENTS
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

CONTRACTORS, SUBGRANTEES, or SUBRECIPIENTS awarded \$25,000 or more in federal funds shall comply with The Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282 (and as amended by section 6202 (a) of P.L. 110-252).

Federal Funding Agency: **Department of Energy**
Program Source: **Weatherization Assistance Program**
Award Title: **2011 – 2012 DOE Contract**
CFDA Number: **81.042**
Award Number:
Sub-recipient NAICS Code:
Sub-recipient DUNS Number:
Sub-recipient Name:
Address:
State:
Congressional
District:
City:
Has the sub-recipient registered with the federal Central Contractor Registry?

CERTIFICATION

Federal Funding Accountability and Transparency Act of 2006 requires that you report the names and total compensation of your entity's five most highly compensated executives, *if* the following requirements are met. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) receive:

- (1)** 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and**
- (2)** \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES: Continue below NO: *See Attestation*

	Name	Title	Total Compensation Level*
1.			
2.			
3.			
4.			
5.			

*Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
1) Salary and bonus.
2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans
5) Above-market earnings on deferred compensation which is not tax-qualified.
6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

ATTESTATION

By signing, you attest that the information and certification provided above is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.

Chief Agency Official

Witness

Name and Title

Name and Title

Date

Date