



STATE OF HAWAII

SPECIAL CONDITIONS

1. **FEDERAL, STATE, AND MUNICIPAL LAW REQUIREMENTS.** The CONTRACTOR shall comply with applicable Federal, state, and local laws and regulations for all work performed under this Contract. The CONTRACTOR shall obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Contract.

The following are incorporated into this Contract by reference:

- Applicable program regulations, including 10 CFR Part 420 – State Energy Program at <http://eCFR.gov>.
- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.

2. **FEDERAL STEWARDSHIP.** The U.S. Department of Energy (DOE) Office of Energy Efficiency and Renewable Energy (EERE) will exercise normal Federal stewardship in overseeing the project activities performed under this Contract. 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 address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.
3. **FEDERAL INVOLVEMENT.** The CONTRACTOR must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its Federal stewardship or substantial involvement.
4. **PERFORMANCE OF WORK IN UNITED STATES.**

- a. Requirement.

All work performed under this Contract must be performed in the United States unless the STATE provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the CONTRACTOR should make every effort to make purchase supplies and equipment within the United States. The CONTRACTOR must flow down this requirement to its SUBCONTRACTORS.

- b. Failure to Comply.

If the CONTRACTOR fails to comply with the Performance of Work in the United States requirement, the STATE may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable cost share regardless of if the work is performed by the CONTRACTOR, SUBCONTRACTOR, VENDORS or other project partners.



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c. Waiver for Work Outside the U.S.

All work performed under this Contract must be performed in the United States. However, the STATE may approve the CONTRACTOR to perform a portion of the work outside the United States under limited circumstances. The CONTRACTOR must obtain a waiver from the STATE prior to conducting any work outside the U.S. To request a waiver, the CONTRACTOR must submit a written waiver request to the STATE's Contracting Officer, which includes the following information:

- The rationale for performing the work outside the U.S.;
- A description of the work proposed to be performed outside the U.S.;
- Proposed budget of work to be performed; and
- The countries in which the work is proposed to be performed.

For the rationale, the CONTRACTOR must demonstrate to the satisfaction of the STATE that the performance of work outside the United States would further the purposes of the federal program that the Contract was selected under and is in the economic interests of the United States. The STATE may require additional information before considering such a request.

- 5. FOREIGN NATIONAL ACCESS.** The CONTRACTOR may be required to provide information to DOE in order to satisfy requirements for foreign nationals' access to DOE sites, information, technologies, equipment, programs or personnel. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. If the CONTRACTOR (including any of its SUBCONTRACTORS or VENDORS) anticipates involving foreign nationals in the performance of its award, the CONTRACTOR may be required to provide DOE with specific information about each foreign national to ensure compliance with the requirements for access approval. National laboratory personnel already cleared for site access may be excluded.
- 6. LOBBYING.** By accepting funds under this Contract, the CONTRACTOR agrees that none of the funds obligated on the Contract 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.
- 7. PUBLICATIONS.** The CONTRACTOR is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Contract, whether copyrighted or not:
 - *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) under the State Energy Program Award Number DE-EE0009478."



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- *Full Legal 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.”

Abridged Legal Disclaimer: “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

The CONTRACTOR should make every effort to include the full Legal Disclaimer. However, in the event that the CONTRACTOR is constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

8. This Contract is also subject to the following terms and conditions, as applicable:
 - a. CLEAN AIR ACT and the FEDERAL WATER POLLUTION CONTRACT ACT. The CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) for contracts in excess of \$150,000. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - b. DEBARMENT AND SUSPENSION. This Contract is a covered transaction for purposes of 2 CFR 180. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940. In accordance with OMB guidelines at 2 CFR 180 that implements Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235) “Debarment and Suspension” the System for Award Management (SAM) exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The CONTRACTOR shall comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing this Contract, the CONTRACTOR certifies as follows:



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- “The certification in this clause is a material representation of fact relied upon by the STATE. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to the remedies available to the STATE, the Federal Government may pursue available remedies, including but not limited to suspension and debarment. The CONTRACTOR agrees to comply with the requirements of 2 CFR 180, Subpart C throughout the period of the Contract. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.”
- c. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352). CONTRACTOR must file the required certification if the Contract is \$100,000 or more that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 - d. PROCUREMENT OF RECOVERED MATERIALS. The CONTRACTOR shall comply with section 6002 Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.