



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.
2. **FEDERAL STEWARDSHIP.** DOE 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 correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the objectives have been accomplished.
3. **FEDERAL INVOLVEMENT.** DOE's 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. The CONTRACTOR shall 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.
4. **PERFORMANCE OF WORK IN UNITED STATES.**

a. Requirement.

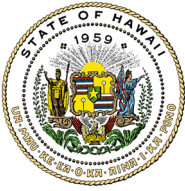
All work performed under this Contract must be performed in the United States unless the STATE provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the CONTRACTOR should make every effort to make purchase supplies and equipment within the United States. 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 if the work is performed by the CONTRACTOR, SUBCONTRACTOR, VENDORS or other project partners.

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 for the STATE prior to conducting any work outside the U.S. To request a waiver, the CONTRACTOR must



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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 FOA 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 request.

5. **NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.** To the greatest extent practicable, all equipment and products purchased with funds under this Contract should be American-made.
6. **DOMESTIC PREFERENCE – INFRASTRUCTURE PROJECTS.** As appropriate and to the extent consistent with law, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products (items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber) used in this Contract must be produced in the United States.
7. **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.
8. **PUBLICATIONS.** An acknowledgement of DOE 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 U.S. Department of Energy’s Office of Energy Efficiency and Renewable Energy (EERE) under Award Number DE-EE0009478.

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



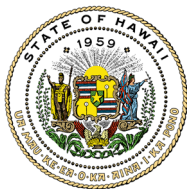
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infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The view 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 shall make every effort to include the full Legal Disclaimer. However, in the event that CONTRACTOR is constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

9. **INTELLECTUAL PROPERTY.** Under this contract, the CONTRACTOR agrees that all intellectual property rights are subject to 2 CFR 200.315 or 910.362.
10. **RECORDS RETENTION.** The CONTRACTOR agrees that all required records shall be retained for three years after the STATE makes final payment and all other pending matters are closed.
11. **RIGHT TO AUDIT.** The CONTRACTOR agrees that the STATE, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this CONTRACT for the purpose of making audit, examination, excerpts, and transcriptions.
12. This Contract is also subject to the following terms and conditions, as applicable:
 - a. **EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) for all construction contracts awarded in excess of \$10,000.
 - b. **ANTI-KICKBACK ACT.** The CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Works Financed in Whole or in Part by Loans or Grants from the United States) for all contracts and sub grants for construction or repair. The Act provides that each Contractor or Subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.



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- c. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR Part 5), for construction contracts in excess of \$10,000, that involve the employment of mechanics or laborers. Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. **RIGHTS TO INVENTIONS.** The CONTRACTOR shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," in the performance of experimental, developmental, or research work, as applicable.
- e. **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).
- f. **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



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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:

“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.”

- g. 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.
- h. PROCUREMENT OF RECOVERED MATERIALS. The CONTRACTOR shall comply with section 6002 Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.