

### **Special Provisions:**

- A. Prohibition on Use of Funds: None of the funds provided under this Agreement derived from the Recovery Act, 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.
  
- B. Davis-Bacon Act and Related Wage Acts: Grantee will comply, and make a part of any sub-grant/contract language that the contracted Party will comply, with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276-a5. ARRA requires that all laborers and mechanics employed on projects assisted under the Act shall be paid at rates not less than those prevailing on projects of a similar character in the locality as determined by the Secretary of Labor, and will comply with the Copeland “Anti-Kickback” Act and Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). MDA-ED will validate compliance through review of documentation submitted and onsite visits.
  
- C. Buy American Act: If ARRA funds are used in the construction, alteration, maintenance, or repair of a public building or public work, the iron, steel, and manufactured goods must be produced in the United States. Grantee will adhere to the procedures defined in the MDA-ED Sub-Recipient Manual.
  
- D. Reporting: The Grantee shall provide reporting as required by Section 1512 of the Recovery Act and as mandated by the U.S. Department of Energy. Reports, as described in the MDA-ED Sub-Recipient Manual, will be due to MDA on the 5<sup>th</sup> day following the end of each month. In addition, any contract between the Grantee and any sub-grantee/contractor must include provisions requiring the appropriate level of Section 1512 reporting by the subcontractor to the Grantee.
  
- E. Program Rules and Regulations: The Grantee shall follow all federal and state rules and regulations governing the Energy Efficiency and Conservation Block Grant Program as stated in the MDA-ED Sub-Recipient Manual. In addition, as program requirements may/will change as federal and state guidelines come forth, the Grantee will follow and implement this program to the degree necessary to carry out the intended use of these funds. The Grantee shall require any and all sub-recipients to follow the rules and regulations governing the Energy Efficiency and Conservation Block Grant Program.
  
- F. E-Verify System for New Hires: Grantee represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act (71-1-57 of the Mississippi Code of 1972, as amended) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Grantee

agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Grantee further represents and warrants that any person assigned to perform services hereunder meet the employment eligibility requirements of all immigration laws of the State of Mississippi. Grantee understands and agrees that any breach of these warranties may subject Grantee to the termination of this Agreement. In the event of such termination/cancellation, Grantee would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.”

- G. Segregation of Costs: Grantees 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.
- H. Sub-Recipients: Grantee will ensure that all ARRA-funded agreements between the Grantee and Sub-recipients/Contractors/Vendors include all applicable requirements associated with the expenditure of ARRA funds. All ARRA attachments to this Agreement (Please see Exhibit A) must be included as attachments to any contract between the Grantee and sub-recipient/contractor. All applicable ARRA Grantee requirements must also apply to Sub-recipients/Contractors/Vendors, as the Grantee is delegating ARRA funds to said Sub-recipients/Contractors/Vendors for the completion of tasks within this Agreement. In addition, Sub-recipients/Contractors/Vendors shall be required to perform the ARRA-funded project in a workmanlike manner, consistent with general standards of that profession.
- I. Job Recruiting: Grantee agrees to recruit for jobs created as a result of ARRA funds through the Mississippi Department of Employment Security (MDES) website. Grantees should post job solicitations at [www.mdes.ms.gov](http://www.mdes.ms.gov). Any advertisements posted by the Grantee for jobs created in whole or in part by ARRA funds must indicate that the position is funded with ARRA funds.
- J. Jobs Created/Retained: Grantee must report the number of jobs created or retained as a direct result of ARRA funds, as described in the MDA-ED Sub-Recipient Manual. This reporting requirement must be included in contracts with sub-recipients.
- K. Registration for DUNS and CCR: Grantee is required to maintain current registration with the Dun & Bradstreet Data Universal Numbering System (DUNS) and the Central Contracting Registration (CCR).
- L. 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.

- M. 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.
- N. Decontamination and/or Decommissioning (D&D) Costs: Notwithstanding any other provisions of this Agreement, the United States of America, the State of Mississippi, or MDA-ED 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.
- O. 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.