

June 23, 2017

University of Florida
ATTN: Stephanie Gray, Director of Sponsored Programs
219 Grinter Hall, Box 115500
Gainesville, Florida 32611-5500

Dear Ms. Gray:

Pursuant to our Contract for Utility Energy Data Services for the Multifamily Energy Retrofit Program (MERP), #2014-353-X-001, Section 9(a), Florida Housing is providing notice of termination of our contract, effective July 3, 2017.

Florida Housing is no longer participating in the MERP Pilot Program with the Florida Department of Agriculture and Consumer Services; therefore, these services are no longer required from UF. Florida Housing would like to thank you and your staff for your hard work on this project, and we look forward to future partnerships.

If you have any questions, please do not hesitate to reach out to Nancy Muller, Director of Policy and Special Programs, at 850-488-4197 or via e-mail at Nancy.Muller@floridahousing.org.

Sincerely,



Hugh R. Brown
General Counsel

cc: Pierce Jones, Ph.D., Director of Program for Resource Efficient Communities

Rick Scott, Governor

Board of Directors: Bernard "Barney" Smith, Chairman • Ray Dubuque, Vice Chairman
Natacha Bastian • Renier Diaz de la Perilla • John David Hawthorne Jr. • Martha Lanahan • Ron Lieberman
Julia Dennis, Florida Department of Economic Opportunity

Harold "Trey" Price, Executive Director

**SECOND AMENDMENT
TO CONTRACT NUMBER 2014-353-X-001**

THIS SECOND AMENDMENT ("Amendment") to CONTRACT NUMBER 2014-353-X-001 is entered into and effective as of May 1, 2017, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and UNIVERSITY OF FLORIDA ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2014-353-X-001, dated January 22, 2014, ("Contract") wherein Service Provider agreed to provide utility energy data services for the Multifamily Energy Retrofit Program. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. Florida Housing and Service Provider wish to amend the Contract, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of May 1, 2017. The above recitals are true and correct and form a part of this Amendment.

B. Amendments.

- I. The following is appended to Section 12, Other Provisions:

(f) The Service Provider will not employ any unauthorized aliens in violation of the Immigration and Nationality Act. Additionally, the Service Provider will comply with all applicable federal, state and local rules and regulations as well as the applicable provisions of Grant Agreement ARS138 between Florida Housing and the Florida Department of Agriculture and Consumer Services, as amended.

C. General Terms and Conditions.

- I. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the Parties have executed this SECOND AMENDMENT to Contract Number 2014-353-X-001, by a duly authorized representative, effective as of May 1, 2017.

UNIVERSITY OF FLORIDA

By: 

Name/Title: Lisa C. Stroud, Assistant Director

Date: 6-2-2017

FEIN: 59-6002052

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh A. Brown - General Counsel

Date: 6-2-17

**FIRST AMENDMENT
TO CONTRACT NUMBER 2014-353-X-001**

THIS FIRST AMENDMENT ("Amendment") to CONTRACT NUMBER 2014-353-X-001 is entered into and effective as of January 22, 2017, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and UNIVERSITY OF FLORIDA ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2014-353-X-001, dated January 22, 2014, ("Contract") wherein Service Provider agreed to provide or perform utility energy data services for the Multifamily Energy Retrofit Program. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for three years, beginning January 22, 2014, and ending January 21, 2017.
- C. Section 3 of the Contract provides that the Contract may be renewed for two, one-year terms.
- D. Florida Housing and Service Provider wish to renew the Contract for the first one-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date: Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Renewal. The Contract is hereby renewed for the first one-year renewal term, beginning January 22, 2017, and ending January 21, 2018. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. Amendments. The Contract is hereby amended as follows:

- 1. Section 11(a)(ii) is hereby deleted and replaced with the following:

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Servicer Label in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Servicer Label represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2)(b), Fla. Stat., the Respondent, if awarded a contract under this RFQ, will be required to comply with public records laws, specifically to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when the Service Provider is acting on behalf of Florida Housing.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Corporation Clerk at:

**Corporation Clerk
227 N. Bronough Street, Suite 5000**

Tallahassee, Florida 32301-1329

Phone: 850.488.4197

E-mail: Corporation.Clerk@floridahousing.org

2. Item (e) under Section 12, Other Provisions is hereby created:

(e) The Contractor understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

3. Exhibit A, Sub-task 1 – Data Collection is hereby deleted in its entirety and is replaced with the following:

a) UF will develop appropriate relationships with the utilities in the service areas where properties awarded MERP financing are located. Florida Housing may be enlisted to actively assist in establishing the utility data sharing agreements. Under these agreements UF will be responsible for requesting, collecting and compiling baseline energy (electricity and natural gas) consumption and cost data in the specified territories in appropriate units of measure prior to actual awarding of loans under MERP. Florida Housing will require property owners to assist UF in obtaining energy consumption and cost data if such assistance is required by the utility provider. Where applicable, consumption data will be collected and analyzed at the unit level and aggregated to the property level for quarterly reporting purposes. UF will be responsible for obtaining the consumption data and will ask Florida Housing to assist where utility providers and/or property owners have been unresponsive.

b) Data collection schedule – Once loans are in place actual utility consumption and cost data will be collected twice annually, usually for second and fourth quarter reporting periods. Once a property is chosen, at least one year of historical utility data will be collected prior to the completion of the retrofit (1.a). Once retrofits are completed UF will begin to regularly collect post-retrofit consumption and cost data. All active properties must meet a common data collection and analysis schedule. That is, for quarterly reporting purposes, UF will simultaneously collect utility consumption and cost data for the second and fourth quarter reports for all active properties. Any individual property entering the post-retrofit period will involve a transition period in which collection is synchronized to the portfolio-wide schedule. Where the utility provider requires account-holder consent to share data, property owners will be obligated to assist UF in obtaining this energy consumption and cost data if such assistance is required by the utility provider. Whenever possible, UF and Florida Housing will attempt to obtain any required account holder consent forms at the same time that the property collects this data for purposes of updating its utility allowance. UF will request the data from the property owner, and/or the property management company. UF will be responsible for obtaining the consumption data. If, after

multiple documented attempts to collect the data, the property is unresponsive, Florida Housing will assist in securing the consent forms.

c) Data collection for each loan recipient in the program will occur over the life of its active MERP loan for a maximum of ten years.

4. Exhibit A, Sub-task 3 – Quarterly Reports is hereby deleted in its entirety and is replaced with the following:

UF will use the methods outlined above (2) to estimate and archive energy consumption data at the individual unit level within multifamily properties participating in MERP. On a quarterly basis, UF will use the individual unit data aggregated to the property level to estimate aggregated energy consumption (both electricity and natural gas), energy savings, and dollar savings in appropriate units of measure for properties retrofitted with financing from the Loan Fund. Florida Housing will include these estimates in quarterly reports submitted to the State Energy Office. The quarterly estimates will be provided to Florida Housing within 15 days of each quarter's end. Quarterly reports will be provided for each active property, as well as an aggregated summary of all active properties, over the life of the loans.

Florida Housing retains the right to amend this scope of work at any time during the contract period.

5. Exhibit A, Sub-task 4 – Annual Reports is hereby deleted in its entirety and is replaced with the following:

UF will use the methods outlined in Sub-task 2 to estimate and archive energy consumption data at the individual unit level within multifamily properties participating in MERP. These data will be used to evaluate changes in consumption at the unit level resulting from the financed energy efficiency retrofits. To the degree possible, the efficacy of specific retrofit/upgrades will be evaluated. Annual reports will be due November 15 of each year. The report will include each of the four quarters separately (revised as necessary with appropriate notation), and aggregated data for the year.

D. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Contract Number 2014-353-X-001, by a duly authorized representative, effective as of the Effective Date.

UNIVERSITY OF FLORIDA

By: 
Name/Title: Brian Prindle
Associate Director of Research

Date: 12/12/14

FEIN: 969663814

FLORIDA HOUSING FINANCE CORPORATION

By: 
Stephen P. Auger, Executive Director

Date: 12/13/16

**CONTRACT FOR
UTILITY ENERGY DATA SERVICES FOR THE
MULTIFAMILY ENERGY RETROFIT PROGRAM BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
UNIVERSITY OF FLORIDA**

This Contract for Utility Energy Data Services, 2014-353-X-001 (Contract) is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, Florida, 32301, and UNIVERSITY OF FLORIDA located at P.O. Box 115703, Gainesville, FL, 32611-5703. This Contract shall become effective on the date the last party signs the Contract (Effective Date).

RECITALS

- A. The University of Florida represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide Utility Energy Data Services identified herein and offers to perform those services described in Exhibit A, Scope of Work, attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the University of Florida upon the terms and conditions as set forth in this Contract.
- C. Florida Housing has the authority pursuant to Florida Law to direct disbursement of funds for compensation to the University of Florida under the terms and provisions of this Contract.
- D. "Department" means Florida Department of Agriculture and Consumer Services, Office of Energy.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ATTACHMENTS

This Contract includes the following attachments, which are incorporated herein:

Exhibit A, Scope of Work
Exhibit B, Fees/Costs Schedule
Exhibit C, Federal Regulations (Attachment E Grant Agreement No. ARS138)
Exhibit D, Federal Funding Grantee, Sub-grantee and Contractor Provisions
(Attachment F Grant Agreement No. ARS138)

Exhibit E, Intellectual Property Provisions (NRD-1003) Non-research and Development (Attachment H Grant Agreement No. ARS 138)

2. ENGAGEMENT OF THE SERVICE PROVIDER

The University of Florida agrees to provide Utility Energy Data Services in accordance with the terms and conditions hereinafter set forth. The University of Florida agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The University of Florida understands and agrees that all services under this Contract are to be performed solely by the University of Florida, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

3. TERM OF CONTRACT

The initial term of this Contract shall be for three (3) years from the Effective Date. The Contract may be renewed twice. Each renewal shall be for an additional one-year period. Renewals are at the discretion of Florida Housing and shall be contingent upon satisfactory performance evaluations by Florida Housing.

4. MODIFICATION OF CONTRACT

Either party may request a modification of the provisions of this Contract. Modifications that are mutually agreed upon shall be valid only when reduced to writing, signed by the parties and attached to this Contract.

5. INVOICES

The University of Florida shall submit invoices to the program contact person in Section 10 of this Contract. Each invoice for fees shall be in a format that is clearly itemized so that the invoice states the specific services performed and when and where the services were performed. Payment of an undisputed invoice shall be made within a reasonable period of time not to exceed 30 days after receipt of the invoice. If the University of Florida is found to be in non-compliance with Florida laws, Federal laws, Florida Housing rules or Florida Housing policies governing its duties hereunder, or fails to perform its duties hereunder, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

6. FEES/COSTS

The University of Florida shall be compensated as described in the Fees/Costs Schedule attached hereto as Exhibit B.

7. LIABILITY; INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS

(a) Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the University of Florida, its agents, its servants, or employees and the University of Florida specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees to the extent permitted by Florida law.

(b) This Contract is executed on behalf of Florida Housing by the signatory only in his or her designated capacity as representative and on behalf of the corporation. Such individual shall neither have nor incur any individual or personal responsibility or liability under this Contract as a result of such execution.

(c) Nothing herein shall be construed as a waiver of sovereign immunity by Florida Housing or by the University of Florida; it being the intent to reserve all such rights and immunities to the fullest extent of the law.

(d) The University of Florida, together with its agents, suppliers, subcontractors, officers, and employees, shall have and always retain under this Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of Florida Housing or deemed to be entitled to any benefits associated with such employment. During the term of this Contract, the University of Florida shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The University of Florida remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

(e) The University of Florida shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State and local agencies having jurisdiction and authority. In addition, and by way of non-exhaustive example, the University of Florida shall comply with Florida Housing policies while on Florida Housing premises and in the conduct of its business with Florida Housing personnel.

(f) The University of Florida specifically accepts responsibility for the payment of all taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments being paid to or by the University of Florida, if any, in conjunction with the services rendered pursuant to this Contract. At no time shall the University of Florida make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

(g) The University of Florida shall not be relieved of liability to Florida Housing for damages sustained by Florida Housing by virtue of breach of this Contract by the University of Florida.

8. DEFAULT AND REMEDIES

(a) If any of the events listed in subparagraph (b) of this section occur, all obligations on the part of Florida Housing to continue doing business with the University of Florida or assign any future transaction to the University of Florida shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the University of Florida as a participant after the happening of any event listed in subparagraph (b) of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the University of Florida in the transaction or any future transaction.

(b) The Events of Default shall include, but not be limited to, the following:

(i) If any report, information, representation or material provided by the University of Florida in this Contract, is inaccurate, false or misleading;

(ii) If any warranty or representation made by the University of Florida in this Contract, or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;

(iii) If the University of Florida fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;

(iv) If, in the sole discretion of Florida Housing, the University of Florida has failed to perform or complete any of the services identified in the attachments;

(v) If the University of Florida has not complied with all Florida laws, Federal laws, Florida Housing rules or Florida Housing policies applicable to the work;

(vi) If the University of Florida has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;

(vii) If the University of Florida does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;

(viii) If the University of Florida commits fraud in the performance of its obligations under this Contract; or

(ix) If the University of Florida refuses to permit public access to any

document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

(c) Upon the happening of any Event of Default listed in subparagraph (b) above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default (Notice of Default) delivered by courier service or electronic mail, to the University of Florida at the physical or electronic address, as applicable, set forth in Section 10 herein.

(d) Upon the happening of any Event of Default listed in subparagraph (b) above, Florida Housing may provide the University of Florida a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the University of Florida of the length of the Cure Period in the Notice of Default.

(e) If Florida Housing provides a Cure Period and if the University of Florida is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or as may be otherwise provided at law or in equity. The remedies include, but are not limited to the following:

(i) Florida Housing may terminate the Contract ten (10) days upon written notice to the University of Florida delivered by courier service or electronic mail to the physical or electronic address, as applicable, set forth in Section 10 herein;

(ii) Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

(iii) Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the University of Florida to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the University of Florida to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the University of Florida to reimburse Florida Housing for the amount of costs incurred for the portion of work in default; or

(iv) Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

9. TERMINATION

(a) Florida Housing may terminate this Contract, without cause, at any time

upon ten (10) days written notice delivered by courier service or electronic mail to the University of Florida at the physical or electronic address, as applicable, set forth in Section 10 herein.

(b) The University of Florida may terminate this Contract, without cause, at any time upon ten (10) days written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, set forth in Section 10 herein.

10. ADMINISTRATION OF CONTRACT

(a) The Florida Housing contract administrator for this Contract is:

Della Harrell
Contracts Manager
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Fax: (850) 414-6548
E-mail: della.harrell@floridahousing.org
or the designated successor.

(b) The Florida Housing program contact(s) for this Contract is (are):

Nancy Muller
Policy Director
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Fax: (850) 414-5479
E-mail: nancy.muller@floridahousing.org
or the designated successor.

(c) The University of Florida program contact for this Contract is:

Pierce Jones
Director, Program for Resource Efficient Communities,
Institute of Food and Agricultural Sciences, University of Florida
PO Box 110940
Gainesville, FL 32611-0940
Phone: 352-392-8074
Fax: 352-392-9033
E-mail: piercejones@ufl.edu
or the designated successor.

- (d) The University of Florida contract administrator for this contract is:

Stephanie Gray, Director
Division of Sponsored Programs
219 Grinter Hall, Box 115500
Gainesville, FL 32611-5500
Phone: 352-392-1582
Fax: 352-392-4400
Email: ufproposals@ufl.edu

(e) All written approvals, referenced in this Contract, shall be obtained from the parties' contract administrator or their respective designees.

(f) All notices under this Contract shall be given to the parties' contract administrator.

11. PUBLIC RECORDS; CONFIDENTIALITY; COPYRIGHT, PATENT, TRADEMARK; FILES

(a) Public Records.

(i) Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the University of Florida in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (hereinafter called "Florida's Public Records Law"). The University of Florida represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

(ii) Pursuant to Section 119.0701(2), Fla. Stat., the University of Florida is required "to comply with public records laws, specifically to:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession

of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.”

(b) Confidentiality.

(i) If the University of Florida asserts that any information or materials intended to be delivered or provided under this Contract constitute a trade secret, or are otherwise confidential or exempt from the public records disclosure requirements of Florida’s Public Records Law, such assertion must be made prior to submitting them to Florida Housing.

(ii) It is the University of Florida’s obligation and responsibility to maintain the secrecy of trade secrets and the confidentiality of other confidential information by adequately marking such materials as confidential before forwarding such information or materials to Florida Housing.

(iii) In the case of work product furnished to Florida Housing pursuant to this Contract that is confidential, the Service Provider will treat such materials as confidential and will not reveal or discuss such materials or any other confidential information learned as a result of this Contract with any other person or entity, except as authorized or directed by Florida Housing.

(iv) Working papers, copies, internal documents, procedures, methods and related materials provided by Florida Housing identified as confidential and/or proprietary shall be treated as confidential and/or proprietary and shall not be revealed or discussed with any other person or entity, except as authorized or directed by Florida Housing. All such records and materials will remain the property of Florida Housing.

(v) If the University of Florida is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida’s Public Records Law, then the Service Provider shall notify Florida Housing in writing of such disclosure within two (2) days after receipt of the Public Records request. However, both parties acknowledge that under Section 1004.22, Florida Statutes, University of Florida shall be free to release the title and short description of the study, the name of the Principal Investigator, and the amount and source of funding provided for the study, without notification to Florida Housing.

(vi) The University of Florida shall maintain all documents and information received or generated in connection with any resident of a property receiving a MERP loan in a manner which safeguards the privacy of the resident’s Personally Identifiable Information (“PII”). Paper documentation

must be kept in secured file cabinets. Scanned or electronically stored documents must be safeguarded in a fashion that securely maintains the resident's privacy. As used in this subparagraph and elsewhere in this Contract, "Personally Identifiable Information" or "PII" means information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual. PII includes residents' names, addresses, telephone numbers, e-mail addresses, Uniform Resource Locator URL information regarding social networking accounts or any other Internet media, photographs or other visual depictions, audio recordings, and any other information that could be used by any means to identify, contact or locate any such resident.

(c) Copyright, Patent and Trademark.

(i) If the University of Florida brings to the performance of this Contract a pre-existing copyright, patent or trademark, the University of Florida shall retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Contract provides otherwise.

(ii) If an invention is conceived exclusively by the employees of one Party in connection with the Project, title to said invention and to any patent issuing thereon shall be in the inventing Party's name.

(iii) In the case of joint inventions, that is, inventions made jointly by one or more employees of both Parties hereto, each Party shall have an equal, undivided interest in and to such joint inventions.

(iv) If Florida Housing desires a license to practice any inventions that are embodied in any intellectual property that is produced by or developed through funding under this contract, University of Florida hereby grants a royalty-free, non-exclusive rights to Florida Housing to use and exploit said license for governmental purposes.

(v) All subcontracts or other arrangements entered into, by the Service Provider, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g. audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's nonexclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

(vi) All patent rights, copyrights, and data right must be in accordance with 10 CFR Part 600 as referenced in Exhibit E.

(vii) If, during the course of this Contract, the University of Florida modifies a pre-existing invention to the point where it is a new invention,

patentable in its own right, or if any discovery or subject invention arises or is developed in the course of, or as a result of, work or services performed under this Contract, or in any way connected herewith, the University of Florida shall retain the entire right, title, and interest to each discovery or subject invention, subject to the provisions of this Section. With respect to any subject invention in which the Grantee retains title, the Florida Department of Agriculture and Consumer Services (“Department”) shall have a royalty-free, nonexclusive, transferable, irrevocable, paid up license to practice or have practiced for, or on behalf of, the Department or the State of Florida the subject invention and sublicense the same.

(viii) In the event that any books, manuals, films, software, databases, publications or other copyrightable material are produced by the University of Florida under this Contract, which are intended to be made available to the public, the University of Florida shall notify Florida Housing. Florida Housing shall have a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do the same. The University of Florida hereby grants the Department full authority and right to modify or create derivative works of, or all other to modify or create derivative works on behalf of the Department, any publications first produced under this Contract. Any content submitted to the Department which is asserted to be exempt under Florida’s Public Records Act, Chapter 119, Florida Statutes, shall be clearly marked “business proprietary,” “exempt,” “confidential,” or “trade secret” (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing. Failure to identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret.

(d) Files.

(i) Contents of the Files: The University of Florida shall maintain files containing documentation to verify all compensation to the University of Florida in connection with this Contract, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the University of Florida in connection with this Contract. The University of Florida shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Contract.

(ii) Retaining the Files: The University of Florida shall maintain these files for five (5) years after the termination of the contract, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five (5) year period and extends beyond the expiration of the five (5) year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

(iii) Access to the Files: Upon reasonable notice, the University of Florida and its employees shall allow Florida Housing or its agent(s) access to its files during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.

(iv) Return of the Files: In the event this Contract is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for the University of Florida under this Contract shall be submitted to Florida Housing within fifteen (15) days of such termination date at no expense to Florida Housing.

12. OTHER PROVISIONS

(a) This Contract shall be construed under the laws of the State of Florida and venue for any actions arising out of this Contract shall lie in Leon County.

(b) No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the University of Florida shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder, or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by the University of Florida. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

(c) Any power of approval or disapproval granted to Florida Housing under the terms of this Contract shall survive the terms and life of this Contract as a whole.

(d) The Contract may be executed in any number of counterparts, any one of which may be taken as an original.

13. LOBBYING PROHIBITION

No funds compensation or other resources received in connection with this Contract may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or Federal agency. The University of Florida further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

14. LEGAL AUTHORIZATION

The University of Florida certifies with respect to this Contract that it possesses the legal authority to enter into this Contract and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract with all covenants and assurances contained herein. The University of Florida also certifies that the undersigned possesses the authority to legally execute and bind the

University of Florida to the terms of this Contract.

15. PUBLIC ENTITY CRIME

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;
- transact business with any public entity in excess of the threshold amount provided in s. 287.017, Fla. Stat., for CATEGORY TWO: \$35,000, for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in violation of this provision shall be null and void.

16. CONFLICTS OF INTEREST

- (a) Pursuant to Section 420.512(5), Fla. Stat.:

“Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term ‘service provider’ means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider.”

(b) Section 420.503(32), Fla. Stat., states:

‘Prohibited business solicitation communication’ means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

(a) A verbal communication made on the record during a public meeting;

(b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;

(c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.

(d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.

(e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.’

(c) By executing this contract, the University of Florida certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

(d) In addition to the conflict of interest rules imposed by the Florida Statutes, should the University of Florida become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, the University of Florida will provide written notification of such conflict of interest to Florida Housing (Notice of Conflict of Interest) by courier service or electronic mail to the physical or electronic address, as applicable, set forth in Section 10 herein, within 10 working days. If Florida Housing, in its sole discretion, finds the University of Florida to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing and all obligations on the part of Florida Housing to continue doing business with the University of Florida or assign any future transaction to the University of Florida shall, if Florida Housing so elects, terminate.

17. ENTIRE AGREEMENT

This Contract, including any and all attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions or obligations between the parties. The Contract supersedes all previous oral or written communications, representations or agreements on this subject.

18. SEVERABILITY

If any provision of this Contract is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict or unenforceability, and shall be deemed severable, but shall not invalidate any other provision of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract Number 2013-353-X-001, each through a duly authorized representative, effective on the Effective Date.

UNIVERSITY OF FLORIDA

By: 

Name/Title: Brian Prindle
Associate Director of Research

Date: 1/21/14

FEIN: 59-6002052

FLORIDA HOUSING FINANCE CORPORATION (Florida Housing)

By: _____

Stephen P. Auger, as its Executive Director

Date: _____

EXHIBIT A

SCOPE OF WORK

Scope of Work for Utility Energy Data Services for the Multifamily Energy Retrofit Program

Project Background

Florida Housing executed a grant agreement with the Florida Department of Agriculture and Consumer Services (DACCS) and received funding to capitalize and administer the Multifamily Energy Retrofit Program (MERP). The funding is provided from the U.S. Department of Energy through the State Energy Program. MERP funds will be used to provide loans to older properties in Florida Housing's portfolio to upgrade old, inefficient building components, with the resulting savings on energy costs used to repay the loans. Federal energy funding includes reporting requirements to show the energy savings achieved from the retrofits. Florida Housing will report key measures to the State Energy Office, which will in turn report to the U.S. Department of Energy on a quarterly basis for the life of each loan. Once the retrofits are complete, Florida Housing is required to analyze and report energy use quarterly so that pre- and post-retrofit energy use can be compared.

Scope of Work

Project Description – Collect and compile utility data (consumption and cost) of Loan Fund recipients to track performance over time and report energy savings and energy cost savings quarterly to the State Energy Office.

Sub-task 1 – Data Collection

- a) The data collection effort assumes that loan recipient properties lie within the service area of preferred utilities. Loan funding priority will be given to properties in the jurisdictions of utilities willing to readily provide the data for the needs of the program (see Sub-task 4). UF will develop appropriate relationships and agreements (MOUs) with the specified utilities. Florida Housing and the State Energy Office may be enlisted to actively assist in establishing the utility data sharing agreements. Under these agreements UF will request, collect and compile baseline energy (electricity and natural gas) consumption and cost data in the specified territories in appropriate units of measure prior to actual awarding of loans under MERP. Property owners will be obligated to assist UF in obtaining this energy consumption and cost data if such assistance is required by the utility provider. Where applicable, consumption data will be collected and analyzed at the unit level and aggregated to the property level for quarterly reporting purposes.
- b) Data collection schedule – Once loans are in place actual utility consumption and cost data will be collected twice annually, usually for second and fourth quarter reporting periods. Once a property is chosen, at least one year of

historical utility data will be collected prior to the completion of the retrofit (1.a). Once retrofits are completed UF will begin to regularly collect post-retrofit consumption and cost data. It is crucial for all active properties to eventually meet a common data collection and analysis schedule. That is, for quarterly reporting purposes, UF will simultaneously collect utility consumption and cost data for the second and fourth quarter reports for all active properties. As a result the collection schedule for any individual property entering the post-retrofit period will involve a transition period in which collection is synchronized to the portfolio-wide schedule.

- c) Data collection for each loan recipient in the program will occur over the life of its active MERP loan for a maximum of ten years.

Sub-task 2 – Analysis

- a) Three analytical models will be used for estimating the energy savings and energy cost savings of active properties. The use of the following models and this schedule assumes that appropriate data is available to employ the three models at specified times, and the model schedule may be altered with Florida Housing’s approval based on learned best practices – (1) for “deemed” consumption and savings UF will use the EnergyGauge® software model in quarters one and three; (2) for quarter two UF will utilize a measurement and verification approach – Time Series with Comparison Group which will coincide with the collection of utility consumption and cost data; (3) for quarter four UF will employ a second measurement and verification model – the Annual Community Baseline also coinciding with utility data collection.
- b) The methodology for each of the three model types is described here:
 - (1) EnergyGauge® software model - EnergyGauge® is an engineering model constructed at a micro scale that is particularly useful for delineating the upper bounds of energy-efficiency potential for structural, mechanical, and electrical features of a building. EnergyGauge® output provides a benchmark for measuring changes in performance after a retrofit and/or for evaluating a building’s actual performance. The model is particularly useful when applied at a whole-building systems level. EnergyGauge® does not account for variability driven by factors independent of the building’s engineered design and building features (such as occupant demographics and behavior).
 - (2) Time Series with Comparison Group -Time series analysis can be more accurate by using a comparison group of similar buildings. Time Series with Comparison Group analysis uses a difference-in-differences technique to estimate energy savings. The difference between average annual consumption of the comparison group (control population) before and after upgrades to energy efficiency retrofit participant buildings (sample population) is subtracted from the before and after upgrade consumption of the participants to normalize for year-over-year weather and other variability in the community. This method requires that an

appropriate comparison group (control) be identified to match the retrofit program buildings (sample).

- (3) Annual Community Baseline - The Annual Community Baseline (ACB) builds on the comparison group concept to normalize for year-over-year variability. ACB uses multivariate regression based on the age and size of individual buildings to predict energy use values for every metered residence in a given utility territory (the census). The predicted energy use values are used to create baselines for the year before and after energy efficiency retrofits. Energy savings for buildings that participated in retrofit programs are estimated based on the change in their actual consumption relative to the baselines (their predicted consumption) for the years before and after the energy efficiency upgrades.

Sub-task 3 – Quarterly Reports

UF will use the methods outlined above (2) to estimate and archive energy consumption data at the individual unit level within multifamily properties participating in MERP. On a quarterly basis, UF will use the individual unit data aggregated to the property level to estimate aggregated energy consumption (both electricity and natural gas), energy savings, and dollar savings in appropriate units of measure for properties retrofitted with financing from the Loan Fund. Florida Housing will include these estimates in quarterly reports submitted to the State Energy Office. The quarterly estimates will be provided to Florida Housing within 15 days of each quarter's end. Quarterly reports will be provided for each active property, as well as an aggregated summary of all active properties, over the life of the loans.

If the cost to obtain utility data to carry out this analysis becomes prohibitive, the parties have the right to amend this scope of work at any time during the contract period.

Sub-task 4 – Annual Reports

UF will use the methods outlined in Sub-task 2 to estimate and archive energy consumption data at the individual unit level within multifamily properties participating in MERP. These data will be used to evaluate changes in consumption at the unit level resulting from the financed energy efficiency retrofits. To the degree possible, the efficacy of specific retrofit/upgrades (i.e., window films, insulation, duct leakage repair, water heaters and/or HVAC upgrades) will be evaluated. Further, archived data from the Loan Fund properties should offer many opportunities to evaluate energy consumption correlations/impacts related to other multifamily housing characteristics (i.e., number of bedrooms; unit orientation; top vs. ground floor and so on). Annual reports will be due November 15 of each year.

Sub-task 5 – Utility Providers expected to cooperate with data requests:

1. Orlando Utility Commission
2. Gainesville Regional Utilities

3. Jacksonville Electric Authority
4. City of Tallahassee
5. Kissimmee Utility Authority
6. Any other Florida Municipal Electric Association member (see website, http://publicpower.com/municipal_members/)
7. Clay Electric Cooperative
8. Other Cooperatives and Investor Owned Utilities – by special arrangement

EXHIBIT B

PRODUCTS PROVIDED BY UNIVERSITY OF FLORIDA

- A. Quarterly reports as outlined in Exhibit A, Scope of Work due within 15 days of each quarter end (within 15 days of March 31, June 30, September 30 and December 30).
- B. Annual reports as outlined in Exhibit A, Scope of Work due November 15 of each year.

COMPENSATION TO UNIVERSITY OF FLORIDA

- A. It is understood that compensation to University of Florida shall be paid by Florida Housing for the services rendered by University of Florida hereunder in accordance with the following provisions:

1. University of Florida will submit invoices directly to:

Ms. Nancy Muller
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329

2. It is understood that compensation to the University of Florida for services rendered under this contract shall be compensated in accordance with the following:
 - (a) Total Project costs: \$20,000 annually for the life of the initial round of loans or a maximum of five years (subject to renewal), invoiced as follows:
 - 50% of the annual cost after the second quarter report is received (report is due July 15); and
 - 50% of the annual cost after the fourth quarter report is received (report is due January 15).
 - (b) Any costs to obtain data from utilities are the responsibility of Florida Housing to pay, but if data must be purchased from any utilities, the University of Florida will advise Florida Housing of the cost and receive Florida Housing's approval before the data purchase. University of Florida will pay the utilities directly and provide invoices to Florida Housing for reimbursement.

EXHIBIT C

Florida Department of Agriculture and Consumer Services
Office of Energy



ADAM H. PUTNAM
COMMISSIONER

**ATTACHMENT E
GRANT AGREEMENT NO. AR138
FEDERAL REGULATIONS**

Formal regulations concerning administrative procedures for USDOE grants appear in Title 10 of the Code of Federal Regulations. Grant program administrative regulations appear in Part 600. Other USDOE regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.

2 CFR 176	Award Terms for Assistance Agreements that include funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5
2 CFR 901	Nonprocurement Debarment and Suspension
10 CFR 600	Financial Assistance Rules
10 CFR 601	New Restrictions on Lobbying
10 CFR 607	Government wide requirements for drug-free work place (financial assistance)
10 CFR 1039	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
10 CFR 1040	Nondiscrimination in Federally Assisted Programs or Activities
10 CFR 1041	Enforcement of Nondiscrimination on the basis of handicap in programs or activities conducted by USDOE
10 CFR 1042	Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance
Other Federal Regulations	
45 CFR Subtitle A – Appendix E to Part 74	<u>Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals</u>
48 CFR 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency
Office of Management and Budget Circulars	
A-21	Cost Principles for Educational Institutions
A-87	Cost Principles for State, Local, and Indian Tribal Governments
A-102	Grants and Cooperative Agreements with State and Local Governments
A-110	Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
A-122	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

EXHIBIT D



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT F GRANT AGREEMENT NO. AR138 FEDERAL FUNDING GRANTEE, SUB-GRANTEE AND CONTRACTOR PROVISIONS

All sub-grants and contracts awarded by the Grantee, including small purchases, shall contain the following provisions as applicable:

- 1. Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and sub-grants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- 3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- 4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for

construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR part 600.325, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and sub-grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than

E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e))** - Contracts and sub-grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination.** These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provision of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the

National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**
21. **Assist the Commission in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.**
22. **The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The Recipient can obtain a release of this right upon application containing certain commitments.**
23. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the

sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.

- 24. Preservation of open and competition and government neutrality towards contractors' labor relations on federally funded construction projects**
- a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
1. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
 2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
- b. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.
- 25. Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2009.**
- 26. Segregation of Costs** – Recipients 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.
- 27. False Claims Act** – Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principle, 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 of interest, bribery, gratuity or similar misconduct involving those funds.

EXHIBIT E



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT H GRANT AGREEMENT NO. AR138 INTELLECTUAL PROPERTY PROVISIONS (NRD-1003) NON-RESEARCH AND DEVELOPMENT

Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c).

600.136 Intangible property.

(a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. USDOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) USDOE has the right to:

(1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(d)(1) In addition, in response to a Freedom of Information act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the USDOE shall request, and the Recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the USDOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).