

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Assistance Amendment</b>	<b>GRANT NUMBER (FAIN):</b> 96185101 <b>MODIFICATION NUMBER:</b> 1 <b>PROGRAM CODE:</b> DS	<b>DATE OF AWARD</b> 09/01/2015
		<b>TYPE OF ACTION</b> Augmentation: Increase	<b>MAILING DATE</b> 09/08/2015
		<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> 10109
<b>RECIPIENT TYPE:</b> State		<b>Send Payment Request to:</b> US EPA LVFC 4220 S. Maryland Pkwy Bldg C, Ste 503 Las Vegas, NV 89119 Tel: 702-798-2471 Fax: 702-798-2423	
<b>RECIPIENT:</b> Connecticut DEEP 79 Elm Street Hartford, CT 06106-5127 <b>EIN:</b> 86-1154163		<b>PAYEE:</b> Connecticut DEEP 79 Elm Street Hartford, CT 06106-5127	
<b>PROJECT MANAGER</b> Anne Gobin 79 Elm Street Hartford, CT 06106-5127 <b>E-Mail:</b> anne.gobin@ct.gov <b>Phone:</b> 860-424-4152		<b>EPA PROJECT OFFICER</b> John Rogan 5 Post Office Square, Suite 100, OEP05-2 Boston, MA 02109-3912 <b>E-Mail:</b> Rogan.John@epa.gov <b>Phone:</b> 617-918-1645	
		<b>EPA GRANT SPECIALIST</b> MaryEllen Stanis Grants Management Office, OARM16-2 <b>E-Mail:</b> Stanis.Maryellen@epa.gov <b>Phone:</b> 617-918-1173	
<b>PROJECT TITLE AND EXPLANATION OF CHANGES</b> FY 2015 State Clean Diesel Program Amendment #1 increases the federal funds by \$127,044. It revises the Regulatory Authority, the Administrative terms and conditions, and adds Programmatic terms and conditions #N and #O.			
<b>BUDGET PERIOD</b> 10/01/2014 - 09/30/2016	<b>PROJECT PERIOD</b> 10/01/2014 - 09/30/2016	<b>TOTAL BUDGET PERIOD COST</b> \$210,569.00	<b>TOTAL PROJECT PERIOD COST</b> \$210,569.00
<b>NOTICE OF AWARD</b>			
<p>Based on your Application dated 06/05/2014 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$127,044. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$210,569. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 1 Office of Ecosystem Protection 5 Post Office Square, Suite 100 Boston, MA 02109-3912	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official for</b> Michael Kenyon - Director Office of Administration & Resource Management Fred Weeks - Award Official delegate			<b>DATE</b> 09/01/2015

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 83,525	\$ 127,044	\$ 210,569
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 0	\$	\$ 0
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 83,525	\$ 127,044	\$ 210,569

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.040	Diesel Emissions Reduction Act of 2010 codified at 42 U.S.C. 16131 et seq	2 CFR 200 2 CFR 1500 and 40 CFR 33

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Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	15010CG027	14	E4	011	102AH4	4123			127,044
									127,044

## Budget Summary Page

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$0
<b>2. Fringe Benefits</b>	\$0
<b>3. Travel</b>	\$0
<b>4. Equipment</b>	\$0
<b>5. Supplies</b>	\$0
<b>6. Contractual</b>	\$0
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$210,569
<b>9. Total Direct Charges</b>	\$210,569
<b>10. Indirect Costs: % Base</b>	\$0
<b>11. Total (Share: Recipient % Federal <u>100.00</u> %.)</b>	\$210,569
<b>12. Total Approved Assistance Amount</b>	\$210,569
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$127,044
<b>15. Total EPA Amount Awarded To Date</b>	\$210,569

## **Administrative Conditions**

### **1. GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

### **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

#### **MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E**

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide [insert Regional or Headquarters point of contact] with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30<sup>th</sup> of each year. Final reports are due by October 30<sup>th</sup> or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to *Larry Wells, US EPA, 5 Post Office Square, Suite 100 OARM 16-2, Boston, MA 02109*. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm)

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other

requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

### **FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

### **Current Fair Share Objective/Goal**

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The CT DEEP has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: COMBINED 3%  
WBE: COMBINED 5%

### **Negotiating Fair Share Objectives/Goals**

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

### **SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the

bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

#### **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

#### **BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

#### **2. FY15 Recission**

The federal share of this award reflects the amount of the rescission required by Public Law 113-235.

#### **3. General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at:

[http://www.epa.gov/ogd/tc/general\\_tc\\_applicable\\_aa\\_recipients\\_dec\\_26\\_2014.pdf](http://www.epa.gov/ogd/tc/general_tc_applicable_aa_recipients_dec_26_2014.pdf)

f. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at:

<http://www.epa.gov/ogd/tc.htm>.

**4. Annual Federal Financial Reporting:**

Pursuant to *2 CFR 200.237*, EPA recipients shall submit an annual Federal Financial Report (SF-425) to US EPA LVFC, PO Box 98515, Las Vegas, NV 89193 or by Fax to 702-798-2423 no longer than 90 calendar days following the end of the reporting year.

The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm>.

EPA may take enforcement action in accordance with *2 CFR 200.338*, if recipient does not comply with these terms and conditions.

**5. State Grant Cybersecurity Condition**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

## **Programmatic Conditions**

All Programmatic terms and conditions of the basic assistance agreement remain unchanged and in full force and effect, except as provided herein:

### **FY2015 State Clean Diesel Program (DERA) Programmatic Terms and Conditions .**

The recipient agrees to comply with the FY2015 State DERA terms and conditions available at: [http://www.epa.gov/ogd/tc/fy\\_15\\_dera\\_state\\_program.pdf](http://www.epa.gov/ogd/tc/fy_15_dera_state_program.pdf). These terms and conditions are in addition to any award specific programmatic terms and conditions outlined directly on the award document.

### **N. Leveraging**

The recipient agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch that is described in its final approved workplan. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its final approved workplan. EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

### **O. Mandatory Cost-Share Requirement**

This award and the resulting federal funding share will be completed in accordance with the cost-share requirements listed in the Request for Proposals EPA-OAR-OTAQ-14-05 (available at <http://www.epa.gov/cleandiesel/documents/rfa-epa-oar-otaq-14-05.pdf>) based on the estimates in the recipient's final approved workplan. While actual total costs may differ than those estimates, the recipient is required to provide no less than the cost-share percentages outlined below, as applicable, of the final equipment costs. EPA's participation shall not exceed the total amount of federal funds awarded or the maximum federal cost-share percentages outlined below, as applicable, of the final equipment costs. Recipients must satisfy any applicable cost share requirements with allowable costs as set forth in 2 CFR 200.306. The cost share requirements are as follows:

- O.1. Engine Upgrades: EPA will fund up to 40% of the cost (labor and equipment) of an eligible engine upgrade; recipient is responsible for cost-sharing at least 60% of the cost of an eligible engine upgrade.
- O.2. Idle Reduction Technologies on Locomotives: EPA will fund up to 40% of the cost (labor and equipment) of an eligible idle reduction technology on a locomotive; recipient is responsible for cost-sharing at least 60% of the cost of

an eligible idle reduction technology on a locomotive.

- O.3. Marine Shore Power Connection Systems and Truck Stop Electrification: EPA will fund up to 25% of the cost (labor and equipment) of an eligible shore connection system or truck stop electrification technology; recipient is responsible for cost-sharing at least 75% of the cost of an eligible shore connection system or truck stop electrification technology.
- O.4. Certified Engine Repower: EPA will fund up to 40% of the cost (labor and equipment) of an eligible engine repower; recipient is responsible for cost-sharing at least 60% of the cost of an eligible engine repower.
- O.5. Certified Vehicle/Equipment Replacement:
  - O.5.1. *Nonroad Diesel Vehicle and Equipment Replacement* EPA will fund up to 25% of the cost of a replacement vehicle or piece of equipment powered by a 2013 model year or newer certified nonroad engine; recipient is responsible for cost-sharing at least 75% of the cost of an eligible replacement vehicle or piece of equipment
  - O.5.2. *Drayage Vehicle Replacement*. EPA will fund up to 50% of the cost of a replacement drayage truck powered by a 2010 model year or newer certified highway heavy-duty engine; recipient is responsible for cost-sharing at least 50% of an eligible drayage replacement vehicle.
  - O.5.3. *All Other Highway Diesel Vehicle Replacement* EPA will fund up to 25% of the cost of a replacement Class 5 - Class 8 vehicle powered by a 2013 model year or newer certified highway heavy-duty diesel engine; recipient is responsible for cost-sharing at least 75% of an eligible replacement vehicle.
- O.6. Clean Alternative Fuel Conversions: EPA will fund up to 40% of the cost (labor and equipment) of an eligible clean alternative fuel conversion; recipient is responsible for cost-sharing at least 60% of the cost of an eligible clean alternative fuel conversion.

The eligible acquisition cost for equipment means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in transit insurance and freight may be included in or excluded from the acquisition cost in accordance with the non-Federal entity's regular accounting practices.