AgriEnergy Technology Demonstration Grant

Request for Proposal

November 25, 2009 to December 9, 2009

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MICHIGAN BUREAU OF ENERGY SYSTEMS (BES)

AgriEnergy Technology Demonstration Grant
Request for Proposals

PART I
GENERAL INFORMATION

I-A Purpose

The purpose of this Request for Proposal (RFP) is to solicit projects that explore the feasibility of growing and harvesting bioenergy crops on nontraditional cropland that include areas along Michigan roadways and vacant urban lots. Projects may include bioenergy crops that produce energy use such as: biofuel, heat and electricity production. Bioenergy crops are derived from plant material, and can include, but not limited to, oilseeds such as: mustards, canola, safflower, woody biomass, and/or other grasses, such as switchgrass, perennial grasses and/or other native species. This RFP provides interested parties with sufficient information to enable them to prepare and submit proposals for consideration by the State of Michigan to receive a grant.

I-B Eligibility Requirements

Michigan based nonprofit and public organizations, as well as governmental entities are eligible to submit proposals. For-profit businesses are ineligible, but may partner or serve as a subcontractor to an eligible applicant. Only one proposal per organization is allowed. All projects must be based in Michigan.

A completed National Environmental Policy Act (NEPA) of 1969 (42 U.S.C. Section 4321 et seq) EF1 Checklist form must be submitted with the application (see Attachment 4 for NEPA Checklist requirements). For additional information regarding the NEPA process go to:

Department of Energy NEPA Web site:
https://www.eere-pmc.energy.gov/NEPA.asp

Also, complete Attachments 2 and 3.

I-C Issuing Office and Funding Source

This RFP is issued by the Bureau of Energy Systems (Issuing Office), Michigan Department of Energy, Labor and Economic Growth. The point of contact is Terri Novak, Bureau of Energy Systems, 611 W. Ottawa, P.O. Box 30221, Lansing, Michigan 48909; email address: novakt@michigan.gov.

This grant will be funded 100 percent by a federal funding program, and is contingent upon availability of funds. The source of funding is the U.S. Department of Energy (DOE), State Energy Program PY2009.

I-D Grant Award

One grant will be awarded. Grant award negotiations will be undertaken with the applicant whose proposal show(s) them to be best qualified, responsible, and capable of performing the project. Projects must be completed within eight months of award. The State expects to issue a

grant agreement with a 20 percent match requirement from the applicant. Matching funds (cash and/or in-kind) must be applied to direct project costs and cannot be from a federal funding source. The grant that may be entered into will be that which is most advantageous to the State selection criteria considered.

The maximum grant award will be $24,950. There is no minimum requirement.

I-E Rejection of Proposals

The State reserves the right to reject any and all proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the State. The State will not award a grant solely on the basis of any response made to this request or otherwise pay for the information solicited or obtained.

I-F Incurring Costs

The State of Michigan is not liable for any cost incurred by an applicant prior to issuance of a grant agreement.

I-G Inquiries

Questions that arise as a result of this RFP must be submitted in writing to the Issuing Office either by mail, email, or fax; telephonic questions cannot be answered. Inquiries should be submitted to Terri Novak, Bureau of Energy Systems, 611 West Ottawa, P.O. Box 30221, Lansing, Michigan 48909; novakt@michigan.gov; or by fax: 517-241-6229. All questions must be submitted on or before Wednesday, December 9, 2009.

I-H Response Date

Proposals must arrive at the Issuing Office by 5:00 p.m. on Wednesday, December 9, 2009. Applicants mailing proposals should allow normal delivery time to ensure timely receipt of their proposal. Proposals should be submitted to Terri Novak, Bureau of Energy Systems, 611 West Ottawa, P.O. Box 30221, Lansing, Michigan 48909. Proposals received after the December 9, 2009 deadline will not be accepted.

I-I Proposals

To be considered, applicants must submit a complete response to this RFP, using the format provided in Part V. An original signature copy plus two additional copies of each proposal must be submitted to the Issuing Office. No other distribution of proposals shall be made by these applicants. An official who is authorized to bind the applicant to its provisions must sign the proposal. For this RFP, the proposal must remain valid for at least sixty days.

I-J Prime Applicant Responsibilities

The selected applicant will be required to assume responsibility for all grant activities offered in the proposal whether or not that applicant performs them. Further, the State will consider the selected applicant to be the sole point of contact with regard to grant matters, including, but not limited to, payment of any and all costs resulting from the anticipated grant. If any part of the work is to be subcontracted, the Grantee must notify the State and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities.

The State reserves the right to approve subcontractors for the project and to require the Grantee to replace subcontractors found to be unacceptable. The Grantee is totally responsible for adherence by the subcontractor to all provisions of the Grant.

I-K Grant Payment Schedule

Payment for any grant entered into as a result of this RFP will be made according to the following:

Payment requests should be made on a bimonthly basis and be accompanied by a progress report according to the reporting schedule outlined in the Grant Agreement. Progress payments up to a total of 85 percent of the grant amount may be made upon submission of a Grantee request on forms provided by the Grantor indicating grant funds received to date and project expenditures to date. The expenditure of the State funds shall be reported by line item and compared to the approved budget. All invoices or other documentation sufficient to properly reflect all costs claimed to have been incurred in performing this grant shall be submitted with the request for reimbursement. The payment of the final 15 percent of the grant amount shall be made only after the Project Manager and the Grant Administrator have received and approved the final report.

I-L News Releases

News releases pertaining to this RFP or the project to which it relates will not be made without prior State approval, and then only in coordination with the Issuing Office.

I-M Disclosure of Proposal Contents

All information in a bidder's proposal and any Grant resulting from this RFP is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

I-N Copyrighted Material

The selected applicants shall agree to grant to the State a nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of all material developed as a result of this project.

PART II
GENERAL PROVISIONS

II-A Project Changes

Grantee must obtain prior written approval for major project changes from the Grant Administrator.

II-B Record Retention

The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven (7) years or greater as provided by law following the creation of the records or documents.

II-C Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

II-D Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

II-E Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: 1) private or local funds; 2) federal funds; and 3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

II-F Purchase of Equipment

The purchase of equipment not specifically listed in the Budget must have prior written approval of the Grant Administrator. Equipment is defined as nonexpendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

II-G Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets, and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

II-H Audit

The Grantee agrees that the State may, upon 24-hour notice, perform an audit and/or monitoring review at Grantee's location(s) to determine if the Grantee is complying with the requirements of the Agreement. The Grantee agrees to cooperate with the State during the audit and/or monitoring review and produce all records and documentation that verifies compliance with the Agreement requirements. The Grantor may require the completion of an audit before final payment.

If the Grantee is a governmental or nonprofit organization and expends the minimum level specified in OMB Circular A-133 ($500,000 as of June 27, 2003) or more in total federal funds in its fiscal year, then Grantee is required to submit a Single Audit Report to all agencies that provided federal funds to the entity during the fiscal year being audited.

II-I Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of State funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

II-J Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

II-K Intellectual Property

Grantee grants to the Grantor a nonexclusive, royalty-free, site-wide, irrevocable, transferable license to use the deliverables and related documentation according to the terms and conditions of this Agreement. For the purposes of this license, "site-wide" includes any State of Michigan office regardless of its physical location.

The Grantor may modify the deliverable and may combine the deliverable with other programs or materials to form a derivative work. The Grantor will own and hold all copyright, trademarks, patent, and other intellectual property rights in any derivative work, excluding any rights or interest in deliverable other than those granted in this Agreement.

In the event that the Grantee shall, for any reason, cease to conduct business, or cease to support the deliverable, the Grantor shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

II-L Safety

The Grantee, all contractors, and subcontractors are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, contractors, and every subcontractor are responsible for compliance with all federal, state and

local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, all contractors and subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

II-M Indemnification

1. General Indemnification
   To the extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Grantee in the performance of this Agreement and that are attributable to the negligence or tortious acts of the Grantee or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2. Employee Indemnification
   In any and all claims against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Grantee or any of its subcontractors, the indemnification obligation under the Agreement shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Grantee or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

3. Patent/Copyright Infringement Indemnification
   To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service developed or supplied by the Grantee or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

   The Grantee's duty to indemnify pursuant to this section continues in full force and effect, notwithstanding the expiration or early cancellation of the Agreement, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

II-N Cancellation

The State may terminate this Agreement without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Termination for Cause
   In the event that Grantee breaches any of its material duties or obligations under this Agreement or poses a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may terminate this Agreement immediately in whole or in part, for cause, as of the date specified in the notice of termination. In the event that this Agreement is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Grantee shall be responsible for all costs incurred by the State in terminating this Agreement, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur.

2. Termination for Convenience
   The State may terminate this Agreement for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to: a) the State no longer needs the Services or products specified in the Agreement; or (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the services no longer practical or feasible. The State may terminate this Agreement for its convenience, in whole or in part, by giving Grantee written notice at least thirty (30) days prior to the date of termination. If the State chooses to terminate this Agreement in part, the Budget shall be equitably adjusted to reflect those reductions.

3. Non-Appropriation
   Grantee acknowledges that continuation of this Agreement is subject to appropriation or availability of funds for this Agreement. If funds to enable the State to effect continued payment under this Agreement are not appropriated or otherwise made available (including the federal government suspending or halting the program or issuing directives preventing the State from continuing the program), the State shall have the right to terminate this Agreement, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Grantee. The State shall give Grantee at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff). In the event of a termination under this section, the Grantee shall, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the Agreement.

4. Criminal Conviction
   The State may terminate this Agreement immediately and without further liability or penalty in the event Grantee, an officer of Grantee, or an owner of a 25 percent or greater share of Grantee is convicted of a criminal offense incident to the application for, or performance of, a State, public, or private contract or subcontract or grant; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State reflects upon Grantee's business integrity.

5. Approvals Rescinded
   The State may terminate this Agreement without further liability or penalty in the event any

final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to Grantee or may be effective as of the date stated in such written notice.

II-O No State Employees or Legislators

No member of the Legislature or Judiciary of the State of Michigan or any individual employed by the State shall be permitted to share in this Agreement, or any benefit that arises from this Agreement.

II-P Non-Discrimination

In the performance of the Agreement, Grantee agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Grantee further agrees that every subcontract entered into for the performance of this Agreement will contain a provision requiring non-discrimination in employment, as here specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq. and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Agreement.

II-Q Unfair Labor Practices

Pursuant to 1980 PA 278, MCL 423.231, et seq., the State shall not award a grant or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Grantee, in relation to the Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State may void any Agreement if, subsequent to award of the Agreement, the name of Grantor as an employer or the name of the subcontractor, manufacturer or supplier of Grantor appears in the register.

II-R Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

II-S Illegal Influence

1. The Grantee certifies, to the best of his or her knowledge and belief that:

    a. No federal appropriated funds have been paid nor will be paid, by or on behalf of the

Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

II-T <u>Governing Law</u>

The Agreement shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law. Also see the National Policy Assurance, Attachment 1.

II-U <u>Compliance with Laws</u>

Grantee shall comply with all applicable state, federal, and local laws and ordinances ("Applicable Laws") in performing this Agreement.

II-V <u>Jurisdiction</u>

Any dispute arising from the Agreement shall be resolved in the State of Michigan. With respect to any claim between the parties, Grantee consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

II-W Assignment

Grantee shall not have the right to assign the Agreement, or to assign or delegate any of its duties or obligations under the Agreement, to any other party (whether by operation of law or otherwise), without the prior written consent of the Grantor. Any purported assignment in violation of this section shall be null and void.

II-X Entire Agreement

The Agreement, including any Attachments, constitutes the entire agreement between the parties with respect to the grant and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

II-Y Independent Contractor Relationship

The relationship between the State and Grantee is that of client and independent Contractor. No agent, employee, or servant of Grantee or any of its Subcontractors shall be or shall be deemed to be an employee, agent or servant of the State for any reason. Grantee will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the Agreement.

II-Z Conflicts

In the event of a conflict between the terms of this Agreement and any federal or state laws or regulations, the federal or state laws or regulations will supersede any contrary term contained in this Agreement.

PART III
WORK STATEMENT

III-A Purpose

To explore the feasibility of growing and harvesting bioenergy crops on nontraditional cropland that includes areas along Michigan roadways and vacant urban lots for energy use.

III-B Problem Statement

In Michigan, nonrenewable sources supply nearly all of the state's electricity and transportation fuel needs. In-state production and use of bioenergy crops could be accelerated through applied analysis and demonstration projects that assist in the further deployment and/or innovative use of a proven technology or an energy source/fuel.

III-C Objectives

To increase production and/or use of bioenergy crops for biofuel, heat and electricity production in Michigan through applied analysis and/or technology demonstrations at host sites (e.g. Michigan roadways and vacant lots) or in cooperation with commercial sponsors.

III-D Tasks

Proposals should clearly describe each task required to accomplish the project goals and objectives. Applications should also include information on who will perform each task and a timeline for completion.

The project should also include the following: a technical and economic analysis of the technology application or demonstration; expected project impacts/barriers on advancing the technology; and dissemination of project information to potential users of the technology. The final project report must be immediately available for circulation.

PART IV
PROJECT CONTROL AND REPORTS

IV-A Project Control

1. The selected applicant(s) will carry out the project under review of the State project manager. The Michigan Department of Energy, Labor & Economic Growth grant administrator will have final authority over the agency/grantee agreement.

2. Along with continuous liaison with the selected applicant(s), the State project manager will meet as needed with the selected applicant's project manager(s) for the purpose of reviewing progress and giving necessary guidance to the selected applicant(s) in solving problems which may arise.

IV-B Reports

1. The selected applicant will provide the State project manager with one written progress report as described in the grant agreement. At a minimum, the report will outline the work accomplished during the reporting period, work to be accomplished during the next reporting period, real or anticipated problems that should be brought to the attention of the State project manager, and notification of any significant deviation from previously agreed-upon work plans.

2. The expenditure of funds for this project shall be reported by line item and compared to the approved grant budget

3. A final report as described in the grant agreement must be submitted to the State project manager before the final grant payment is made. The selected applicant will submit a final report within 30 days, and if requested, a revised final project report within 60 days, following the grant period expiration. At a minimum, the final report will contain:

    a. A summary of the tasks completed, major barriers encountered, and how they were resolved.

    b. Copies of any materials developed or used in the project.

    c. Project results and evaluation, including considerations such as energy generated, energy savings, greenhouse gas emissions reduced, jobs created by type and length, leveraged resources, results of project dissemination (# people/organizations reached, etc.), and any next steps resulting from the project or recommendations based on conclusions, as applicable.

    d. A separate one to two page project summary in electronic form.

    e. A final financial report reconciling expenditures to budget line items.

PART V
INFORMATION REQUIRED FROM APPLICANTS

Grant proposals must be submitted in the format outlined below:

V-A Identification of Organization

State the full name and address of the organization and, if applicable, other subordinate element(s) that will perform, or assist in performing, the work hereunder. Include the organization's federal identification number.

V-B Authorized Negotiators

Include the names and phone numbers of personnel authorized to negotiate the proposed grant agreement with the State. Include the signature of the person authorized to commit the organization to the project.

V-C Management Summary

Describe in narrative form how the project will be managed by the organization(s). Identify the project manager and the person responsible for financial management and reporting. Include quality assurance measures. Project partners must be clearly identified along with a description of their specific role(s) and project contribution. The project manager will be responsible for the coordination and financial reporting of all subcontractors involved.

V-D Statement of the Problem

State in succinct terms the applicant's understanding of the problem presented by this RFP.

V-E Work Plan

Describe the plan for accomplishing the work including listing and describing each specific task in narrative form. Indicate the number of staff hours allocated to each task. Include a timeline, showing each event, task, and decision point in the work plan. Clearly define all project deliverables and the plan for evaluating the project results. Additionally, a plan for disseminating information on the project to relevant organizations and/or the general public should be included. For example: presentations at meetings/workshops; distribution of reports to extension offices, county farm bureaus, or other relevant organizations; and submitting articles for newsletters or other publications.

V-F Prior Experience

Prior experience in the biomass fuel/energy field is important to the selection of a grantee. Proposals submitted should include a description of the applicant organization's experience in these areas.

V-G Personnel

The applicant must be able to staff a project team, which clearly possesses talent and experience in project management. Include the number of persons by skill and qualifications that will be employed in the work. Show the inclusive periods each individual will devote to

the work by task (hours per person). Identify key personnel by name and title and provide a summary of related experience.

Subcontractors must be listed, including the firm name and address, contact person, and complete description of the work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

V-H Time Frame

To assist in preparation of the proposal, the State anticipates these projects will start January 1, 2010 and be completed no later than August 15, 2010. The start-up date is contingent on the availability of grant funds.

V-I Budget Considerations

Applicants must submit a proposed budget for this project and include any appropriate narrative explanations. The following budget format should be used: (delete budget categories that are not applicable to proposal).

Please note the following guidelines for specific line items:

1. For those wishing to claim indirect costs, a sample of the costs used to derive the percentage claimed must be provided, unless a federally approved rate is used. Where it applies, the approval document(s), including the allowable rate must accompany the budget. Indirect costs in excess of 20 percent of State direct costs will not be reimbursable. Indirect costs can not be used as match.
2. An expense must correspond to a specific line item in the project budget, along with any applicable descriptions in order to be reimbursable. An in-kind or match contribution must likewise correspond to a specific line item to be counted toward meeting the minimum match requirement. When requesting match dollars for a specific line item, a portion of the line item must be included under the state funds requested column. Exceptions or substitutions may only be made with prior written approval from the Grant Administrator.

Line Item	State	Applicant	Other	Total
Personnel/fringes (position, rate, hours)				
Contractual Services (Specify, must be competitively bid)				
Supplies/Materials				
Travel (provide details, must be at State approved rate; see pg 21-22)				
Indirect Costs (may not exceed 20% of direct costs)				
Other (Specify)				
TOTALS				

The State of Michigan will expect to share in any cost savings realized by the selected applicant. Therefore, final grant reimbursement will be based on actual line item expenditures. The State's final share of each line item expense will be paid according to the proportionate rate of participation established by the grant budget and/or any approved amendment to the

budget.

V-J Additional Information and Comments

Include any other information that is believed to be pertinent, but not specifically requested elsewhere in this RFP. If one or more partners are necessary to have a successful project, include letters of support from the partners.

PART VI
SELECTION CRITERIA

All proposals received shall be subject to an evaluation by the Issuing Office. This evaluation will be conducted in a manner appropriate to select the organization(s) for the purpose of entering into a grant to perform this project.

All proposals will receive an initial screening to insure that the eligibility criteria are met. Any proposals not meeting the eligibility requirements described in I-B will be rejected automatically. Proposals meeting the eligibility requirements will be evaluated according to the selection criteria and weighting factors listed below.

VI-A Project Management and Project Team (45 percent)

1. Project Manager is clearly identified.
2. Previous grant management experience.
3. Experience in relevant biomass/renewable energy field.
4. Roles and contributions of partners are clearly defined.
5. Documentation of project support, including any leveraged resources.

VI-B Work Plan (35 percent)

1. Tasks to be performed are clearly and reasonably described.
2. Clear timeline outlining each event, task, and decision point in the work plan
3. Project deliverables are clearly stated.
4. Plan for dissemination of project information is included.
5. Plan to evaluate project results.

VI-C Budget (10 percent)

1. Meets or exceeds matching funds requirement.
2. Budget line items and amounts are sufficiently described and justified (including number of hours, pay rate per hour, and hours by task for each staff member contributing to the project.)
3. Leverages additional resources for the proposed project.

VI-D Project Impact (10 percent)

1. Demonstrates a clear link between the project and specific environmental, economic, and societal benefits
2. Potential level of visibility/number of people reached

ATTACHMENT 1

NATIONAL POLICY ASSURANCES TO BE INCORPORATED AS AWARD TERMS

(August 2008)

To the extent that a term does not apply to a particular type of activity or award, it is self-deleting.

I. Nondiscrimination Policies

You must comply with applicable provisions of the following national policies prohibiting discrimination:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DOE regulations at 10 CFR part 1040;

2. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042;

3. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C.6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE regulations at 10 CFR part 1040;

4. On the basis of disability, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations at 10 CFR part 1041;

5. On the basis of race, color, national origin, religion, disability, familial status, and sex under Title VIII of the Civil Rights Act (42 U.S.C. 3601 et seq.) as implemented by the Department of Housing and Urban Development at 24 CFR part 100; and

6. On the basis of disability in the Architectural Barriers Act of 1968(42 U.S.C. 4151 et seq.) for the design, construction, and alteration of buildings and facilities financed with Federal funds.

II. Environmental Policies

You must:

1. Comply with applicable provisions of the Clean Air Act (42 U.S.C.7401, et. seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR part 32, Subpart J. 1.

2. Immediately identify to us, as the awarding agency, any potential impact that you find this award may have on:
   A. The quality of the human environment, including wetlands, and provide any help we may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et. seq.) and assist us to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until we provide written notification of Federal compliance with NEPA, as implemented by DOE at 10 CFR part 1021.

B. Flood-prone areas, and provide any help we may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas, as implemented by DOE at 10 CFR part 1022.
C. Use of land and water resources of coastal zones, and provide any help we may need to comply with the Coastal Zone Management Act of 1972(16 U.S.C. 1451, et. seq.).
D. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide help we may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et. seq.), concerning preservation of barrier resources.
E. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help we may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
F. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help we may need to comply with the Safe Drinking Water Act(42 U.S.C. 300h-3).

3. Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in housing owned by the Federal Government or receiving Federal assistance.

4. Comply with section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962), and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247, which require the purchase of recycled products by States or political subdivision of States.

III. Live Organisms

1. **Human research subjects**. You must protect the rights and welfare of individuals that participate as human subjects in research under this award in accordance with the Common Federal Policy for the Protection of Human Subjects (45 CFR part 46), as implemented by DOE at 10 CFR part 745.

2. **Animals and plants.**

A. You must comply with applicable provisions of Department of Agriculture rules at 9 CFR parts 1-4 that implement the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2156) and provide for humane transportation, handling, care, and treatment of animals used in research, experimentation, or testing under this award.
B. You must follow the guidelines in the National Academy of Sciences(NAS) Publication "Guide for the Care and Use of Laboratory Animals"(1996, which may be found currently at http://www.nap.edu/readingroom/books/labrats/) and comply with the Public Health Service Policy and Government principles Regarding the Care and use of animals (included as Appendix D to the NAS Guide).
C. You must immediately identify to us, as the awarding agency, any potential impact that you find this award may have on endangered species, as defined by the Endangered Species Act of 1973, as amended ("the Act," 16 U.S.C. 1531-1543), and implementing regulations of the Departments of the Interior (50 CFR parts 10-24) and Commerce (50 CFR parts 217-227). You also must provide any help we may need to comply with 16 U.S.C. 1536(a)(2). This is not in lieu of responsibilities you have to comply with

provisions of the Act that apply directly to you as a U.S. entity, independent of receiving this award.

IV. Other National Policies

1. **Debarment and suspension**. You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR parts 180 and 901.

2. **Drug-free workplace**. You must comply with drug-free workplace requirements in Subpart B of 10 CFR part 607, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

3. **Lobbying.**
   A. You must comply with the restrictions on lobbying in 31 U.S.C.1352, as implemented by DOE at 10 CFR part 601, and submit all disclosures required by that statute and regulation.
   B. If you are a nonprofit organization described in section 501(c)(4)of title 26, United States Code (the Internal Revenue Code of 1968),you may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., Chapter 26). If we determine that you have engaged in lobbying activities, we will cease all payments to you under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions. By submitting an application and accepting funds under this agreement, you assure that you are not an organization described in section 501(c)(4) that has engaged in any lobbying activities described in the Lobbying Disclosure Act of 1995 (2 U.S.C. 1611).
   C. You must comply with the prohibition in 18 U.S.C. 1913 on the use of Federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a Member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.

4. **Officials not to benefit**. You must comply with the requirement that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41U.S.C. 22.

5. **Hatch Act**. If applicable, you must comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7326), as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

6. **Native American graves protection and repatriation**. If you control or possess Native American remains and associated funerary objects, you must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C., chapter 32).

7. **Fly America Act**. You must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the “Fly America Act,” and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between or within a country other than the United States, the cost of which is supported under this

award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

8. **Use of United States-flag vessels.**

   A. Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.

   B. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 9.a of this section shall be furnished to both our award administrator (through you in the case of your contractor's bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

9. **Research misconduct**. You must comply with the government-wide policy on research misconduct issued by the Office of Science and Technology Policy (available in the Federal Register at 65 FR 76260, December 6,2000, or on the Internet at www.ostp.gov), as implemented by DOE at 10 CFR part 733 and 10 CFR 600.31.

10. **Requirements for an Institution of Higher Education Concerning Military recruiters and Reserve Officers Training Corps (ROTC).**

    A. As a condition for receiving funds under an award by the National Nuclear Security Administration of the Department of Energy, you agree that you are not an institution of higher education that has a policy or practice placing any of the restrictions specified in 10 U.S.C. 983. as implemented by 32 CFR part 216, on:

       i. Maintenance, establishment, or operation of Senior ROTC units, or student participation in those units;

       ii. or Military recruiters' access to campuses, students on campuses, or information about students.

    B. If you are determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this award, we:

       i. Will cease all payments to you of funds under this award and all other awards subject to the requirements in 32 CFR part 216; and

       ii. May suspend or terminate those awards unilaterally for material failure to comply with the award terms and conditions.

11. **Historic preservation**. You must identify to us any:

    A. Any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and provide any help we may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470f), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR part 800 and Executive Order 11593, "Identification and Protection of Historic Properties," [3 CFR, 1971-1975 Comp., p. 559].

    B. Potential under this award for irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data, and provide any help we may need, with

respect to this award, to comply with the Archaeological and Historic Preservation Act of 1974 (16 U.S.C.469a-1, et seq.).

12. **Relocation and real property acquisition**. You must comply with applicable provisions of 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970(42 U.S.C. 4601, et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

13. **Confidentiality of patient records**. You must keep confidential any records that you maintain of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290dd-2.

14. **Constitution Day**. You must comply with Public Law 108-447, Div. J, Title I, Sec. 111 (36 U.S.C. 106 note), which requires each educational institution receiving Federal funds in a Federal fiscal year to hold an educational program on the United States Constitution on September 17thduring that year for the students served by the educational institution.

15. **Trafficking in Persons**
    A. Provisions applicable to a recipient that is a private entity.
        i. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
            a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
            b. Procure a commercial sex act during the period of time that the award is in effect; or
            c. Use forced labor in the performance of the award or subawards under the award.
        ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
            a. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
            b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
                (1) Associated with performance under this award; or
                (2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ``OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 901.
    B. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
        i. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
        ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
            (a) Associated with performance under this award; or

(b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ``OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 901.

C. Provisions applicable to any recipient.

i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

ii. Our right to terminate unilaterally that is described in paragraph a.2 or b. of this section:

(a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(b) Is in addition to all other remedies for noncompliance that are available to us under this award.

iii. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

iv. Definitions. For purposes of this award term:

(a) “Employee” means either:

(i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(b) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(c) “Private entity”:

(i) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(ii) Includes:

aa. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

bb. A for-profit organization.

(d) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

V. **National Policy Requirements for Subawards**.

Recipient responsibility. You must include in any subaward you make under this award the requirements of the national policy requirements in Sections I through IV of this document that apply, based on the type of subawardee organization and situation.

DEPARTMENT OF MANAGEMENT AND BUDGET, VEHICLE AND TRAVEL SERVICES (VTS)
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES
RATES EFFECTIVE OCTOBER 1, 2009

MICHIGAN SELECT CITIES *	
Meals and Lodging	
Lodging**	$65.00
Breakfast	8.75
Lunch	8.75
Dinner	21.00
IN-STATE ALL OTHER	
Meals and Lodging	
Lodging **	$65.00
Breakfast	7.25
Lunch	7.25
Dinner	16.50
OUT-OF-STATE SELECT CITIES *	
Meals and Lodging	Contact Conlin Travel
Lodging **	for reservations
Breakfast	11.00
Lunch	11.00
Dinner	22.00
OUT-OF-STATE ALL OTHER	
Meals and Lodging	Contact Conlin Travel
Lodging **	for reservations
Breakfast	8.75
Lunch	8.75
Dinner	20.50
Incidental Costs per day (with overnight stay)	$2.00
Mileage Rates -	
Standard Rate	$.362 per mile

** Lodging available nightly at state rate, or call Conlin Travel (517) 492-1402.

SELECT HIGH COST CITY LIST
TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES
EFFECTIVE OCTOBER 1, 2009

MICHIGAN SELECT CITIES AND COUNTIES

CITIES	COUNTIES
Benton Harbor Charlevoix Detroit Mackinac Island Petoskey St. Joseph	All of Wayne All of Oakland

OUT-OF-STATE SELECT CITIES

STATE	SELECT CITY OR COUNTY AS DEFINED
ARIZONA	Sedona Yavapai
CALIFORNIA	Los Angeles (Los Angeles, Orange & Ventura Counties, and Edwards AFB) / Monterey / Napa San Diego / San Francisco Santa Monica / Santa Rosa Yosemite National Park
COLORADO	Aspen / Vail
CONNECTICUT	Bridgeport / Danbury Lakeville / Salisbury New Haven / New London / Groton
DISTRICT OF COLUMBIA	Washington DC (Also the cities of Alexandria, Falls Church, Fairfax & Counties of Arlington, Loundon Fairfax, in Virginia and the Counties of Montgomery and Prince George in Maryland
FLORIDA	Key West / Naples / Palm Beach
ILLINOIS	Chicago (Cook and Lake Counties)
MASSACHUSETTS	Boston (Suffolk County) / Cambridge Martha's Vineyard / Nantucket
MARYLAND	See District of Columbia Annapolis / Ocean City
MINNESOTA	Minneapolis / St. Paul Hennepin County Ramsey County
NEW JERSEY	Cape May / Ocean City
NEVADA	Las Vegas , Stateline Carson City (Douglas County)
NEW YORK	Floral Park / Garden City Glen Cove / Great Neck Roslyn (Nassau County) Manhattan (the borough of, Manhattan, Brooklyn, Queens, Staten Island) River Head / Ronkonkoma Melville / Smithtown / Huntington Station, (Suffolk County)
PENNSYLVANIA	Philadelphia
RHODE ISLAND	Jamestown / Middletown Newport (Newport County)
UTAH	Park City (Summit County)
VERMONT	Stowe (Lamoille County)
VIRGINIA	Alexandria, Falls Church, Fairfax
WASHINGTON	Seattle
WISCONSIN	Wisconsin Dells

ATTACHMENT 2
DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH – BUREAU OF ENERGY SYSTEMS
PROJECT MANAGEMENT FORM
FINANCIAL INFORMATION
PROVIDE ALL INFORMATION REQUESTED ON THIS FORM

Name of Financial Contact:

Project Title:

Please check or fill-in response where appropriate.

1. Have you had prior Federal awards? ☐Yes ☐No

2. Have you had an outside audit or an A-133 audit? ☐Yes ☐No

If yes, please provide most recent copy of the A-133 or outside audit.

INFORMATION FOR DETERMINING COGNIZANT AGENCY/OFFICE

3. Applicant's fiscal year end date is_____

4a. Identify Cognizant **Federal** Agency (agency providing the preponderance of Federal funding), and provide Agency name, a point of contact, phone number, and e-mail.

Agency: _____

Point of Contact:_____

Phone:_____

E-mail:_____

4b. To assist our office in validating Cognizant **Federal** Agency (4a), please provide following information for the five highest dollar award value for current Federal contracts, grants or awards (do not include sub-awards). (State Agencies and Universities can skip 4b)

Contract/Award #	Awarding Agency	Awarding Office	Start Date	End Date	Total Value

5a. If applicant has current DOE awards, identify Cognizant DOE **Office** (office providing the preponderance of DOE funding), and provide DOE office name, a point of contact, phone number, and e-mail.

Contract/Award #:_____

DOE Office: _____

Point of Contact (Contracting Officer):_____

Phone: _____

E-mail: _____

Awarding Agency:_____

5b. To assist our office in validating Cognizant DOE Office (5a), please provide following information

for the five highest dollar value awards for current DOE contracts, grants or awards (do not include sub-awards). (State agencies and Universities can skip 5b)

DOE Contract/Award #	DOE Awarding Office	Start Date	End Date	Total Value

FINANCIAL MANAGEMENT SYSTEM

To qualify for Financial Assistance, compliance with 10 CFR 600.121 – Higher Education, Hospitals, and Other Nonprofit Organizations, 10 CFR 600.220(b) – State and local Government required or 10 CFR 600.311 – For-Profit Organizations is required. Please check applicable boxes below,

- ☐ The Financial Management System is in compliance with 10 CFR 600.121, 10 CFR 600.220(b), or 10 CFR 600.311.
- ☐ I do not know if my Financial Management System is in compliance with 10 CFR 600.121, 10 CFR 600.220(b), or 10 CFR 600.31 1. If this block is checked, complete the survey below.

Accounting System Survey	**Yes**	**No**	**N/A**
1. Is your Accounting System in accordance with Generally Accepted Accounting Principles applicable to the circumstances?	☐	☐	☐
2. Accounting System provides for:			
a. Segregation of direct costs from indirect costs.	☐	☐	☐
b. Identification and accumulation of direct costs by project.	☐	☐	☐
c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives (Project is final cost objective)	☐	☐	☐
d. Accumulation of costs under general ledger control.	☐	☐	☐
e. A timekeeping system that identifies employees' labor by intermediate and final cost objectives.	☐	☐	☐
f. A labor distribution system that charges direct and indirect labor to appropriate cost objectives.	☐	☐	☐
g. Interim (at least monthly) determination of costs charged to a project through routine posting of books of account.	☐	☐	☐
h. Excluding costs charged to Government projects which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other provisions.	☐	☐	☐
i. Identification of costs by project line item and by units (as if each unit or line item were a separate project) if required by the proposed award.	☐	☐	☐

3.	Is the Accounting System designed, and are the records maintained in such a manner that adequate, reliable data are developed for use in developing cost proposals?	☐	☐	☐
4.	Is the Accounting System currently in full operation?	☐	☐	☐

ATTACHMENT 3

Internal Controls Questionnaire

	BUDGETS	Y	N	NA	COMMENTS
1.	Did the organization formally adopt a budget for the general fund and all special revenue funds in accordance with state law before the start of the fiscal year?				
2.	Are detailed budget vs. actual reports prepared monthly and reviewed by department heads or others in management?				
	SEGREGATION OF DUTIES				
3.	Are the following accounting functions and duties normally performed by separate employees?				
a.	Physically receipting cash or checks (either by mail or over the counter) and preparing or making bank deposits.				
b.	Authorizing or approving invoices for payment and printing or otherwise preparing checks.				
c.	Handling cash receipts or disbursements and preparing bank reconciliations or having direct access to the general ledger.				
d.	Initiating ACH wire transfers and preparing bank reconciliations or having direct access to the general ledger.				
4.	When staffing constraints require two or more key financial duties to be performed by a single individual, is his/her work reviewed by a responsible official?				
5.	Are employees with key financial responsibilities required to take vacations, with others performing their duties in their absence?				
	CASH HANDLING				
6.	Are authorized bank accounts and check signers periodically approved by the governing body?				
7.	Are all cash receipts accounted for sequentially, and filed with supporting documentation?				
8.	Are all bank deposits supported by one or more sequential cash receipts?				
9.	Are cash receipts stored in a physically safe (locked) location until taken to the bank?				
10.	Is access to each petty cash box limited to a single custodian?				
11.	Are petty cash reimbursements periodically reviewed or reconciled by an individual other than the custodian?				
12.	Are completed bank reconciliations reviewed by an individual other than the preparer?				
13.	Are investments managed by a responsible official with knowledge of the organization's investment policy?				
14.	Are detailed records maintained for all investments regarding purchase date, cost, maturity date, interest rate, etc.?				
15.	Are investment statements reconciled to the general ledger monthly by an individual not responsible for managing the investment?				
	BILLING AND ACCOUNTS RECEIVABLE				

16.	When customers pay bills in person (i.e. at the counter), are they either given a receipt or have their bills stamped as paid?				
17.	Are monthly or quarterly statements sent to all customers?				
18.	Are past due or credit balances reviewed by someone other than the individual responsible for billing before making any adjustments to write-off or refund accounts?				
	PURCHASING AND ACCOUNTS PAYABLE				
19.	Are all purchases supported by either a purchase order or check request, signed by an authorized individual not responsible for preparing checks?				
20.	Are the expense distributions for all purchases reviewed and approved by the department requesting payment?				
21.	Are new vendors approved by someone other than the individual responsible for processing accounts payable?				
22.	Are all checks either (a) hand singed by an authorized individual not responsible for preparing the checks, or (b) if mechanically or electronically signed, is a check register reviewed by an authorized individual not responsible for preparing the checks?				
23.	Is unused check stock stored in a physically safe (locked) location?				
24.	When checks are voided or spoiled, are they stamped VOID and retained?				
	PERSONNEL AND PAYROLL				
25.	Are accounting personnel subject to a background check prior to hiring?				
26.	Are new employees approved by someone other than the individual responsible for processing payroll?				
27.	Are the pay rates of all employees approved annually by the governing body and appropriately documented?				
28.	Do all non-salaried employees prepare timecards, timesheets, or other evidence of time worked?				
29.	Are time and attendance records approved and signed by an appropriate supervisor prior to processing payroll?				
30.	Before running payroll checks, is a payroll register reviewed and approved by an authorized individual not responsible for preparing the checks?				
31.	Do employee pay stubs display a detail of hours worked, gross pay, and all withholdings and deductions?				
32.	Are withholding accounts periodically reviewed and reconciled to ensure that all required payments are made on a time basis?				
	INVENTORY				
33.	Are inventories adequately safeguarded against loss, theft, or misuse by being kept in locked enclosures with restricted access?				
34.	Are perpetual inventory records maintained and periodically compared against physical				

	counts.				
35.	Are adjustments to inventory balances (due to loss or spoilage) reviewed and approved by an appropriate individual?				
	CAPITAL ASSETS				
36.	Are detailed capital asset records maintained, including acquisition date, useful life, and historical cost?				
37.	Are capital assets that are susceptible to theft (e.g. vehicles, computers, etc.) appropriately inventoried and monitored throughout the year?				
38.	Are capital asset records reviewed annually by various departmental representatives or additions and disposals?				
39.	Are depreciation schedules updated annually, and reviewed by a responsible official?				
	DEBT				
40.	Are all new borrowings and leases allowable under state law and properly approved by the governing body?				
41.	Does management periodically determine that the government is complying with all applicable debt covenants and other compliance requirements?				
42.	Does an appropriate official oversee the use of bond proceeds to ensure they are only spent on allowable costs and activities?				
	GENERAL LEDGER AND JOURNAL ENTRIES				
43.	Are all balance sheet accounts periodically reviewed and reconciled against supporting documentation and subsidiary ledgers, where appropriate?				
44.	Are all journal entries reviewed and approved by an employee other than the preparer?				
45.	Are all journal entries accounted for sequentially, and filed with supporting documentation?				
46a.	Is access to computerized accounting records restricted to authorized individuals (e.g., by using passwords)?				
46b.	If used, is the authorization/password process, permitting access to accounting records, overseen by other than accounting personnel?				
47.	Do software controls prevent accounting transactions from being deleted or modified once posted?				
	GRANT ADMINISTRATION				
48.	Are all new grant agreements properly approved by the governing body prior to requesting funds?				
49.	Are all grant expenditures reviewed by a project manager knowledgeable of the grant requirements to ensure only eligible expenditures are incurred?				
50.	Are all reimbursement requests reviewed by a responsible official to ensure that they are in agreement with the accounting records?				

ATTACHMENT 4

GO-EF1

(2/06/02)

U.S. DEPARTMENT OF ENERGY
GOLDEN FIELD OFFICE

ENVIRONMENTAL CHECKLIST

(To Be Completed by Potential Recipient)

The Department of Energy (DOE) is required by the National Environmental Policy Act (NEPA) of 1969 as amended (42 U.S.C. 4332(2), 40 CFR parts 1500-1508) and DOE implementing regulations (10 CFR 1021) to consider the environmental effects resulting from federal actions, including providing financial assistance. Please provide the following information to facilitate DOE's environmental review. DOE needs to evaluate the requested information as part of your award negotiation.

Instructions and Handbook: Terms that appear in blue have more detailed information available to assist you in completing the form. Save the form to your local directory. Leave your internet browser open and open the form in Word from the local directory. Click on the blue term and it will automatically open the handbook at the appropriate place. Click on the back button to return to your form. Or, you may click here to open the handbook.

PART I: General Information

Project Title: _____

Solicitation Number: _____

1. Please describe the intended use of DOE funding in your proposed project. For example, would the funding be applied to the entire project or only support a phase of the project? Describe the activity as specifically as possible, i.e. planning, feasibility study, design, data analysis, education or outreach activities, construction, capital purchase and/or equipment installation or modification.

2. Does any part of your project require review and/or permitting by any other federal, state, regional, local, environmental, or regulatory agency? ☐ Yes ☐ No
   If yes, please provide a list of required reviews and permits in the appropriate item number in Part II.

3. Has any review (e.g., NEPA documentation, permits, agency consultations) been completed? ☐ Yes ☐ No
   If yes, is a finding or report available and how can a copy be obtained?

4. Is the proposed project part of a larger scope of work? ☐ Yes ☐ No If yes, please describe.

   Do you anticipate requesting additional federal funding for subsequent phases of this project? ☐ Yes ☐ No
   If yes, please describe.

5. Does the scope of your project **only** involve one or more of the following:
   - ☐ Information gathering such as literature surveys, inventories, audits,
   - ☐ Data analysis including computer modeling,
   - ☐ Document preparation such as design, feasibility studies, analytical energy supply and demand studies, or
   - ☐ Information dissemination, including document mailings, publication, distribution, training, conferences, and informational programs.

   If the scope of your project is **limited to** the block(s) checked above, please skip to Part III, otherwise, continue to Part II.

PART II: Environmental Considerations

Table A. Please indicate if any of the following conditions or special areas is present, required, or could be affected by your project:

Item No.	Description	Yes/No	Specific nature or type of activity or condition. If a consultation, approval, or permit applies, please describe.
1	Clearing or Excavation (indicate if greater than 1 acre)		
2	Dredge and/or Fill. Specify the number of acres involved.		
3	New or Modified Federal/State Permits And/or Requests for Exemptions		
4	Pre-Existing Contamination		
5	Asbestos		
6	Criteria Pollutants		
7	Non-Attainment Areas		
8	Class I Air Quality Control Region		
9	Navigable Air Space		
10	Areas with Special Designation (e.g., National Forests, Parks, Trails)		
11	Prime, Unique or Important Farmland		
12	Archeological/Cultural Resources		
13	Threatened/Endangered Species and/or Critical Habitat		
14	Other Protected Species (Wild Burros, Migratory Birds)		
15	Floodplains		
16	Special Sources of Groundwater (e.g., Sole Source Aquifer)		
17	Underground Extraction/Injection (non-hazardous substances)		
18	Wetlands		
19	Coastal Zones		
20	Public Issues or Concerns		
21	Noise		
22	Depletion of a Non-Renewable Resource		
23	Aesthetics		

Table B. Would your project use, disturb, or produce any chemicals or biological substances? (i.e., pesticides, industrial process, fuels, lubricants, bacteria) If not, skip to Section C.

Please indicate if any of the materials or processes listed below applies.

Item No.	Description	Yes/No	Quantity	Permit required? Type?	**Specific type, use, or condition**
1	Polychlorinated Biphenyls (PCBs)				
2	Import, Manufacture, or Processing of Toxic Substances				
3	Chemical Storage, Use, and Disposal				
4	Pesticide Use				
5	Hazardous, Toxic, or Criteria Pollutant Air Emissions				
6	Liquid Effluent				
7	Underground Extraction/Injection (hazardous substances)				
8	Hazardous Waste				
9	Underground Storage Tanks				
10	Biological Materials. Indicate if genetically altered materials are involved.				

Table C. Would your project require or produce any radiological materials? If not, skip to Part III.
Please indicate if any of the materials listed below applies.

Item No.	Description	Yes/No	Quantity	Permit required? Type?	Specific nature of use
1	Radioactive Mixed Waste				
2	Radioactive Waste				
3	Radiation Exposures				

Part III: Contact Information

Please provide the name of the preparer of this form and a contact person who can answer questions or provide additional information.

Preparer _____ Telephone Number _____ E-mail Address _____

Contact _____ Telephone Number _____ E-mail Address _____