



Working to Create Michigan's Future Today

**STATE ENERGY PROGRAM**  
**BIOMASS ENERGY DEMONSTRATION GRANT**  
**Request for Proposals**  
**November 17, 2010 to December 15, 2010**

**Jennifer M. Granholm, Governor**  
**Andrew S. Levin**  
**Acting Director and Chief Energy Officer**

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# Biomass Energy Demonstration Grant Request for Proposals

## PART I GENERAL INFORMATION

### I-A Purpose

The Michigan Department of Energy, Labor & Economic Growth (DELEG) announces its intent to solicit proposals from universities, public, and non-profit organizations for projects that will expand markets for energy and fuel derived from Michigan biomass resources, and/or increase biofuels/bioenergy production and production efficiency in the state. Biomass is defined as any organic matter, which is available on a renewable basis through natural processes or as a by-product of human activity, such as agricultural crops and crop residues, wood and wood waste, yard and food waste, and biogas. This Request for Proposal(s) (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

Only non-profit and public organizations are eligible to submit proposals that clearly plan, implement, and evaluate biomass energy projects. (For-profit businesses are ineligible, but may partner or subcontract with an eligible applicant). Only one proposal per organization is allowed. Proposals from different departments of a single university are acceptable. All projects must be based in Michigan.

This grant program aims to assist projects that are economically credible, low-emission, and fueled by a biomass feedstock. To be eligible for funding, projects must contribute to the deployment/enhanced performance of fully commercialized biomass energy technologies (e.g. innovative applications, demonstrations, marketing and technical assistance, feasibility studies). Applicants are encouraged to partner with manufacturers, suppliers, and distributors of biomass technology to achieve this objective.

### I-C Areas of Interest

The Michigan Biomass Energy Program (MBEP) seeks to fund projects that advance the commercial supply and use of a **proven** biomass energy/fuel technology. The product or strategy could improve production efficiency or apply biomass to energy conversion technology in a new or lower-cost manner. Other examples would be a plan to address the management and conversion of agriculture crops/waste, energy crops, animal waste, food processing waste, or organic municipal solid waste to energy at a host site or in cooperation with potential users of the technology; expanding the market for biofuels such as ethanol and biodiesel; advancing the expansion of wood-to-energy use; or developing emission factors for stationary energy units such as corn and wood-fired boilers. Applications for feasibility studies are also acceptable. Proposals may be subject to a technical review. All applicants must also include a completed NEPA checklist (Attachment 3). Project awards are contingent upon a favorable NEPA review.

### I-D Issuing Office and Funding Source

This Request for Proposal (RFP) has been issued by the DELEG, Bureau of Energy Systems (BES). For purposes of grant administration the BES is the point of contact for this RFP. The contact person within the BES for this solicitation is:

Tania Howard  
Biomass Energy Program Coordinator  
DELEG - BES  
611 W. Ottawa  
PO Box 30221  
Lansing, MI 48909

The funding source is the U.S. Department of Energy, State Energy Program PY2010, authorized with 10 CFR Part 420. This is NOT an ARRA (American Reinvestment and Recovery Act) funded grant.

I-E Grant Award

The maximum award is **\$24,500**. There is no minimum award. Note: The use of these grant funds is limited to the costs outlined in the applicant's approved budget. A 1:1 match is required (see Section I-V).

The BES will undertake Grant award negotiations with applicants whose proposals show them to be best qualified, responsible, and capable of achieving the purpose, objectives, and tasks outlined by this RFP (see Part III). Projects must be completed by August 15, 2011.

I-F 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-G Incurring Costs

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

I-H Pre-proposal Conference

No pre-proposal conference will be held for this RFP. Any inquiries should be submitted as outlined in Section I-I.

I-I 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. All questions must be submitted on or before 5:00 p.m., December 1, 2010. Submit questions to Tania Howard, DELEG – BES, P.O. Box 30221, Lansing, MI 48909; Email: [howardt4@michigan.gov](mailto:howardt4@michigan.gov) or Fax: (517) 517-241-9822.

I-J Changes to the RFP

Written answers to questions will be provided to all prospective applicants at the Michigan Biomass Energy Program website at <http://www.michigan.gov/biomass> by December 3, 2010.

I-K Response Date

**Proposals must arrive at the Issuing Office by 5:00 p.m. on Wednesday, December 15, 2010.** Mail proposals to: Tania Howard, DELEG – BES, P.O. Box 30221, Lansing, Michigan, 48909; Hand delivery: 611 West Ottawa Street, 4<sup>th</sup> Floor (the Ottawa Building), Lansing, Michigan, 48933. Applicants mailing proposals should allow normal delivery time to ensure timely receipt of their proposal. Proposals must be submitted as complete documents. Additional information pertaining to a proposal received after the due date will not be accepted.

I-L Proposals

To be considered, applicants must submit a complete response to this RFP, addressing the tasks outlined in Part III, according to the format provided in Part V, and including Attachments 1, 2, & 3. An original signature copy plus two additional hard copies and one electronic copy of each proposal must be submitted to the Issuing Office. A PDF document on a compact disc is the preferred electronic format. No other distribution of proposals shall be made by the 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 (60) days from the closing date of this solicitation.

I-M Acceptance of Proposal Content

The contents of this RFP and the proposal of the selected applicant become grant obligations if a grant award ensues. Failure of the selected applicant to accept these obligations will result in cancellation of the award.

The successful applicant(s) will be required to enter into a grant agreement with the State within 30 days of being awarded funding. The agreement consists of standard “boilerplate” language, the applicant’s work plan, timetable, and budget information, a compensation clause that adheres to guidelines in this solicitation, and other terms and conditions as provided by BES.

I-N Economy of Preparation

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the applicant's ability to meet the requirements of the RFP. Professional bindings, colored displays, promotional materials, and so forth, are not desired. Emphasis should be on completeness and clarity of content.

I-O Oral Presentation

Applicants may be required to make an oral presentation of their proposal to the State. These presentations provide opportunity for the applicant to clarify the proposal to insure thorough mutual understanding. The Issuing Office will schedule these presentations if deemed necessary to complete its review.

I-P 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 directly. 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-Q 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. Reimbursements up to a total of 85 percent of the State grant amount may be made to the grantee upon receipt and approval by the Grant Administrator of a billing statement and proof of payment stating that the work for which payment is requested has been performed in accordance with the terms of the grant. All invoices or other documentation sufficient to

reflect properly all costs claimed to have been incurred, and match received/contributed in performing this grant, shall be submitted with each billing statement. 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-R 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-S 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-T Copyrighted Materials

Grantee grants to the Grantor a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the Deliverables and related documentation, according to the terms and conditions of this Agreement.

I-U Ineligible Applicants

Businesses and individuals are ineligible, but may partner or serve as a subcontractor to an eligible applicant.

I-V Matching Fund Requirements

As the State Energy Program is required to leverage funds to the maximum achievable level, a 1:1 match of the total requested grant funds is required. Matching funds must be applied to direct project costs.

NOTE: Applicant may use dollars, in-kind goods and services, and/or third party contributions for meeting their matching obligations under the program. Funds derived from other state of Michigan competitive grants are eligible. However, federal funds and funds or services awarded from the BES are not eligible as applicant match under this RFP.

Matching funds must be secured at the time the proposal is submitted. Matching funds are considered secured in the following situations:

1. The entity that submits the proposal is also providing the matching funds.
2. The entity applying for the funds lists the source of the match and has documentation of that match.  
The documentation should be in the form of a Letter of Commitment on the entity's letterhead that identifies the time and resources the organization is committing to the grant project.

I-W Ineligible Costs

1. Activities initiated prior to execution of the grant agreement, including applicant's cost for preparing the financial assistance application.
2. Projects associated with pre-commercial technologies as well as basic research and development activities. Activities associated with biomass production, harvesting, or processing.
3. Sick pay, vacation pay, holiday pay, payroll taxes, vehicles, computers, hardware and software, real property (e.g. land and buildings), parking, tuition, reimbursement/remission, vehicle allowance, car rental, foreign travel, food, beverage, entertainment, subscriptions, dues, and memberships.
4. Construction or repair of buildings or structures.
5. Activities undertaken after the grant agreement has expired.

I-X Contract Reimbursement for Project Expenses

Contracts entered into by the Prime Applicant in connection with this grant cannot extend beyond August 15, 2011. Applicants will be expected to provide to the BES detailed requests for reimbursement. These requests will document eligible expenses incurred under the grant along with any supporting documentation, as further described in Section II-G of this RFP.

I-Y Partner Responsibilities

Organizations partnering with selected applicant(s) must comply with the requirements of the solicitation and will be held to the same standards as prime applicants. Partnering organizations must respond to Part V, Information Required from Applicant, and must make grant accounting records available for audit by the State in accordance with Part II, Section II-G, Accounting, and Section II-H, Audit. Organizations partnering with selected applicant(s) must enter into a written partnership agreement. A copy of the partnership agreement must be provided to the Grant Administrator. Partnering organizations may be non-profit or for-profit entities.

I-Z Project Clarifications/Revisions

During the proposal review process, applicants may be contacted for clarification and for the purpose of negotiating changes in project activities, timetables, and budgeted costs. The Issuing Office reserves the right to award funds for an amount other than that requested and/or request changes to, or clarification of, the proposed project. DELEG/BES also reserves the right to approve and/or disallow proposed budget expenses as necessary to best achieve the project goals and objectives.

I-AA National Environmental Policy Act Requirements

A completed National Environmental Policy Act (NEPA) of 1969 (42 U.S.C. Section 4321 et seq) Environmental Checklist form EF1 must be submitted with the application (see Attachment 3 for NEPA Checklist requirements). Please note that only Categorically Excluded projects (projects not requiring an Environmental Assessment) will be considered.

I-BB State Energy Program Requirements

Applicants should be advised that all proposed project activities are subject to compliance with U.S. DOE State Energy Program (SEP) guidelines (non-ARRA provisions only), which can be located at [http://www1.eere.energy.gov/wip/sep\\_guidelines.html](http://www1.eere.energy.gov/wip/sep_guidelines.html).

**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 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, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable 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 the Office of Management and Budget (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.

If the Grantee is a commercial or for profit organization which is a recipient of Workforce Investment Act Title I funds and expends more than the minimum level specified in the OMB Circular A-133 (\$500,000 as of June 27, 2003), then the Grantee must have either an organization-wide audit conducted in accordance with A-133 or a program specific financial and compliance audit conducted. Section .320(a) of OMB Circular A-133 states the Single Audit Report must be submitted to the Grantor within thirty days after the completion of the audit, but no later than nine months after the end of the Grantee's fiscal year.

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.

The Grantor may copy each deliverable to multiple hard drives or networks unless otherwise agreed by the parties.

The Grantor will make and maintain no more than one archival copy of each deliverable, and each copy will contain all legends and notices, and will be subject to the same conditions and restrictions as the original. The Grantor may also make copies of the deliverable in the course of routine backups for the purpose of recovery of contents.

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 the 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, the 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; and 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 nonappropriation 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 the 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 the 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, the 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 nondiscrimination 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 Governing Law

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 preempted by federal law.

#### II-U Compliance with Laws

Grantee shall comply with all applicable state, federal, and local laws and ordinances ("Applicable Laws") in performing this Agreement. Please see [http://www.michigan.gov/dleg/0,1607,7-154-25676\\_25770---,00.html](http://www.michigan.gov/dleg/0,1607,7-154-25676_25770---,00.html), "Monitoring and Reporting", for National Policy Assurances.

#### II-V Jurisdiction

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**

The purpose of this Request for Proposal (RFP) is to fund projects that increase biofuels/bioenergy production, production efficiency, and/or markets the expanded use of biofuels/bioenergy technology in Michigan.

#### **III-B Problem Statement**

In Michigan, non-renewable sources supply nearly all of the state's electricity and transportation fuel needs. In-state production and use of biomass energy 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**

Increase production and/or use of biomass-derived fuel/energy in Michigan through applied analysis and/or technology demonstrations at host sites 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 impact 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 (with confidential information excluded). All pages containing confidential information must be marked as confidential.

**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 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 bi-monthly progress reports as described in the grant agreement. At a minimum, the reports 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 recommended based on its 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**

Applicant(s) must provide responses to each section below. Please follow the format identified by stating the section number and title followed by the response. Be as descriptive as possible and answer each question in its entirety. Applicant(s) are required to submit three hard copies and one electronic PDF copy of their proposal. Hard copy proposal must be double-sided, and must have an original signature.

In addition to the below information, applicants must also complete and submit:

- Financial Information, Attachment 1
- Internal Controls Questionnaire, Attachment 2
- NEPA Checklist, Attachment 3

V-A Identification of Organization

State the full name and address of the organization, the organization's federal identification number, the telephone and fax number, e-mail address, web site address, and if applicable, other subordinate element(s) that will perform, or assist in performing, the work hereunder. If selected, a DUNS number will also be required.

V-B Authorized Negotiators

Include the names, e-mails, 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 General Project Information

Please provide the following project information: project title, project address (if different from above provided mailing address), and the name, title, phone, fax, and e-mail of project contact(s) (if different from above authorized negotiator).

V-D Management Summary

Describe in narrative form how the project will be managed by the organization including quality assurance measures and how the project will be evaluated. Project partners must be clearly identified along with a description of their specific role(s), project contribution, agreements to be established, and how the various efforts will be integrated and managed. Include an organizational chart including names and titles of all key participants contributing to the project.

The Project Manager will be responsible for the coordination and financial reporting of all subcontractors involved. Identify the Project Manager and the person(s) responsible for financial management and reporting, including contact information. Include quality assurance measures to prevent errors, fraud and waste internally and in contracting for goods and services.

V-E Statement of the Problem

State in clear, concise terms the applicant's understanding of the problem presented by this RFP.

V-F Work Plan and Project Timeline

Describe in narrative form the applicant's plan for completing each required task given in Part III, Section III-D above, including the start date and anticipated project completion date, and subcontract signature dates (if applicable). 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, 2011. The start-up date is contingent on the availability of grant funds.

Indicate the number of staff hours or necessary resources allocated to each required task, as well as the individual(s) responsible for the task. Include a time-related chart (i.e. Gantt), showing each required task, key sub-tasks, and critical decision points 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.

V-G Prior Experience

Provide a brief statement about any prior experience, and/or expertise that applicant and/or partners have on staff that demonstrates their ability to either implement or assist in the implementation of the project or achieve the intended purpose, objectives, and tasks of these grants. If an applicant has received a Bureau of Energy Systems (formerly MI Energy Office) grant in previous years, a description of that project(s) and results should be included. List any possible barriers that may delay implementation of the project due to past experiences, and/or other factors that may impede progress or potentially inhibit applicant's ability to achieve the purpose, objectives, and tasks required under this RFP.

V-H Personnel

The applicant(s) must be able to staff a project team, which clearly possesses talent and experience in project and grant management. Identify key personnel to be involved with this project, by name and title, and provide their qualifications. Also include a resumé for each person listed on the budget, including persons listed under in-kind or matched funds. If other organizations will be playing a role in the proposed project in coordination with this grant, provide sufficient background information on them in order to give the BES a reasonable understanding of their qualifications.

V-I Budget

Applicant(s) must provide a complete budget. Budgets must be itemized, include any allowable costs necessary to successfully complete the project, and be accompanied by a budget narrative. A 1:1 match is required. The following budget format should be used: (delete budget categories that are not applicable to proposal).

	<u>Proposer</u>	<u>State</u>	<u>Partner/Other (identify)</u>	<u>Total</u>
<u>Cost Elements</u>				
<b>Personnel</b> (Position, rate, hours)				
<b>Fringes</b> (Explain how calculated)				
<b>Travel</b> (provide details)				
<b>Supplies &amp; Materials</b>				
<b>Contractual</b> (must be competitively bid)				
<b>Other</b> (please specify)				
<b>Total Direct Costs</b>				
<b>Indirect Costs</b> (cannot exceed 20% of the State share of Direct Costs)				
<b>Total Costs</b>				

For further requirements, see Budget Instructions, Attachment 4. A more detailed sample budget format is provided in Attachment 5. The grant will be paid out according to the grant payment schedule in I-Q and/or any approved amendment to the Budget. The State's final share of each line item will be paid out at the proportionate rate of participation as established by that line item in the grant budget and/or any approved amendment to the budget.

V-J Additional Information and Comments

Include in this section 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.

V-K Signature Block

Please sign the application and include the following language:

I certify that all information contained in the proposal is true to the best of my knowledge and belief, and that the organization is in compliance and agreement with all sections of the request for proposal.

Certified by: \_\_\_\_\_

Authorized Signatory and Title

Organization Name

Telephone Number

Fax Number

E-mail Address

**PART VI**  
**SELECTION CRITERIA**

All proposals received shall be subject to an evaluation by the Bureau of Energy Systems. The evaluation will be conducted in a manner appropriate to select the applicant(s) for the purpose of entering into a grant agreement to perform the proposed project within the established timeline. Initial screening of the applications will be conducted to insure applicants and projects meet all eligibility requirements.

Proposals failing to meet the eligibility requirements described in Part I, Section I-B, and the requirements of Part II, will be rejected automatically. Proposals meeting the eligibility requirements will be evaluated according to the scoring criteria and weighting factors below. Applicants may be asked to make oral presentations before a final decision is made.

**Total maximum points is 100.**

VI-A Qualifications and Experience of the Applicant Organization (35%)

1. Project Manager is clearly identified.
2. Previous grant management experience.
3. Experience as described in Section V-G.
4. Roles and contributions of partners are clearly defined.
5. Documentation of project support, including any leveraged resources.

VI-B Work Plan (35%)

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

VI-C Budget (20%)

1. 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.)
2. Meets or exceeds matching funds requirement, and/or leverages additional resources for the proposed project.

VI-D Project Impact (10%)

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

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\*Examples of impact include solving a local energy problem that improves local environmental quality; providing educational or vocational opportunities in development or implementation of biomass energy projects or programs; involving multiple players in waste-to-energy solutions; reducing fossil fuel use "X" percent; creating "X" number of jobs by deploying technologies or processes that support biomass energy.

**ATTACHMENT 1**  
**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? (Specify type) Yes \_\_\_\_\_ No

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

Even if no audit has been performed, please provide an independent review statement.

**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 subawards).

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

5a. If applicant has current Department of Energy 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**

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

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 2**  
Internal Controls Questionnaire

	<b>BUDGETS</b>	<b>Y</b>	<b>N</b>	<b>NA</b>	<b>COMMENTS</b>
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?				
	<b>SEGREGATION OF DUTIES</b>				
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?				
	<b>CASH HANDLING</b>				
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?				

	<b>BILLING AND ACCOUNTS RECEIVABLE</b>				
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?				
	<b>PURCHASING AND ACCOUNTS PAYABLE</b>				
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 signed 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?				
	<b>PERSONNEL AND PAYROLL</b>				
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?				
	<b>INVENTORY</b>				
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?				
	<b>CAPITAL ASSETS</b>				
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?				
	<b>DEBT</b>				
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?				
	<b>GENERAL LEDGER AND JOURNAL ENTRIES</b>				
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?				
	<b>GRANT ADMINISTRATION</b>				
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 3**



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	<a href="#">Clearing or Excavation</a> (indicate if greater than 1 acre)		
2	<a href="#">Dredge and/or Fill</a> . Specify the number of acres involved.		
3	<a href="#">New or Modified Federal/State Permits</a> And/or Requests for Exemptions		
4	<a href="#">Pre-Existing Contamination</a>		
5	<a href="#">Asbestos</a>		
6	<a href="#">Criteria Pollutants</a>		
7	<a href="#">Non-Attainment Areas</a>		
8	<a href="#">Class I Air Quality Control Region</a>		
9	<a href="#">Navigable Air Space</a>		
10	<a href="#">Areas with Special Designation</a> (e.g., National Forests, Parks, Trails)		
11	<a href="#">Prime, Unique or Important Farmland</a>		
12	<a href="#">Archeological/Cultural Resources</a>		
13	<a href="#">Threatened/Endangered</a> Species and/or Critical Habitat		
14	<a href="#">Other Protected Species</a> (Wild Burros, Migratory Birds)		
15	<a href="#">Floodplains</a>		
16	<a href="#">Special Sources of Groundwater</a> (e.g., Sole Source Aquifer)		
17	<a href="#">Underground Extraction/Injection</a> (non-hazardous substances)		
18	<a href="#">Wetlands</a>		
19	<a href="#">Coastal Zones</a>		
20	<a href="#">Public Issues or Concerns</a>		
21	<a href="#">Noise</a>		
22	<a href="#">Depletion of a Non-Renewable Resource</a>		
23	<a href="#">Aesthetics</a>		

**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	<a href="#">Polychlorinated Biphenyls</a> (PCBs)				
2	<a href="#">Import, Manufacture, or Processing of Toxic Substances</a>				
3	<a href="#">Chemical Storage, Use, and Disposal</a>				
4	<a href="#">Pesticide Use</a>				
5	<a href="#">Hazardous, Toxic, or Criteria Pollutant Air Emissions</a>				
6	<a href="#">Liquid Effluent</a>				
7	<a href="#">Underground Extraction/Injection</a> (hazardous substances)				
8	<a href="#">Hazardous Waste</a>				
9	<a href="#">Underground Storage Tanks</a>				
10	<a href="#">Biological Materials</a> . 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	<a href="#">Radioactive Mixed Waste</a>				
2	<a href="#">Radioactive Waste</a>				
3	<a href="#">Radiation Exposures</a>				

### 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 \_\_\_\_\_

## **ATTACHMENT 4**

### **Budget Instructions**

To enable the Bureau of Energy Systems to evaluate all project costs, applicants must submit a proposed budget that corresponds to the Work Plan and the Project Timeline. The budget should reflect the best estimate of actual costs.

A **1:1 match** of the total requested grant amount is required. Disallowed costs include but are not limited to the following: sick pay, vacation pay, holiday pay, payroll taxes, vehicles, computers, hardware and software, real property (e.g. land and buildings), parking, tuition reimbursement/remission, vehicle allowance, car rental, foreign travel, food, beverage, entertainment, subscriptions, dues, memberships, and repair of buildings and structures. DELEG/BES reserves the right to approve and/or disallow proposed budget expenses as necessary to best achieve the project goals and objectives.

State of Michigan travel rates must be used for all travel expenses (for current rates, see [http://www.michigan.gov/dmb/0,1607,7-150-9141\\_13132---,00.html](http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html); rates may be subject to change).

#### **Instructions:**

1. Applicant(s) may use their own budget form as long as all required information is included; however, a sample format has been provided in Attachment 5 for the applicant's convenience.
2. Personnel – include all staff performing work on the grant project. For each staff person, provide their name, job title, annual salary/hourly wage rate, and/or percent of time dedicated to the grant project.
3. Fringe Benefits – allowable benefits typically include health insurance, dental insurance, and optical insurance. For each listed staff person, provide their fringe benefit rate (hourly and percentage of wages), and confirm their annual fringe benefit cost. Note, if including fringe costs in the project budget, applicant(s) will be required to detail/justify the fringe rates given in their proposed budget prior to a grant agreement being finalized, and should be sure to exclude any disallowed costs when providing the rate.
4. Contractual Services – include all anticipated service contracts required for the project. Provide the vendor or contract name (if known), the service to be provided, and the dollar amounts to be paid using grant funds and matching funds. All contractual services are to be competitively bid.
5. Supplies & Materials – include items costing less than \$1,000 per unit. Provide the item, unit cost, and quantity of units.
6. Other Direct Costs - include all other known direct costs not otherwise categorized or disallowed. Provide the title/name and the cost of each item/service listed.
7. Travel – include all mileage, lodging, meals, and other known travel costs. Provide travel costs separately as mileage, lodging, meals, and other known travel costs. State of Michigan travel rates must be used, and out-of-state travel must be directly related to the grant project and approved by the State Energy Program Administrator.
8. Indirect Rate – Provide the indirect rate used by applicant's organization as a percentage of total personnel and fringe benefits, if applicable. Note, applicant(s) will be required to detail/justify their indirect rate given in their budget prior to a grant agreement being finalized. A sample of the costs used to derive the percentage claimed must be provided. Indirect rates in excess of 20% of the State's direct costs will not be grant-reimbursable, however should still be tracked.
9. Totals – confirm the total dollar amounts for each listed line item and each column, including costs to be paid through the grant, match provided by the grantee, and any other third-party match which has been committed.

### **Additional Budget Information:**

1. At such time that proposals are approved by DELEG, modifications of proposals may be necessary. If DELEG does not award the total amount requested in the original proposal, selected applicant(s) will be required to submit a revised proposal for the purpose of entering into a Grant Agreement. For those receiving less than requested in their proposals, the proportion of direct costs to indirect costs will remain the same as in their original request.
2. Selected applicant(s) assumes the responsibility for ensuring the grant project is performed within the established timeline.
3. All unexpended grant funds shall be relinquished to the State of Michigan at the end of the grant period, pending any final payment requests which are in-process and submitted within the reporting deadlines.
4. If the entire State share of the grant award is expended, the entire in-kind and/or matched funds must also be spent, with both expenditure types supported by source documentation. If the entire State share of the grant award is not spent, the in-kind and/or matched funds may be reduced proportionately by the percentage of the grant award not spent.
5. Indirect costs *must be proportionately reduced* if the selected applicant(s) does not expend the entire grant award by the end of the grant term. The adjustment for the reduction shall be calculated by determining the percentage of the grant not spent. This percentage is the amount to be reduced from the indirect costs total. Indirect costs shall be based on a percentage of the budget line items listed under the State share column. Indirect costs must be utilized for this grant within the established timeline.
6. Selected applicant(s) may not commingle grant award funds with current or future grant funds received from the State Energy Program (SEP) or Bureau of Energy Systems (BES). Grants from each funding source must be managed, reported, and accounted for separately from all funding sources.

**ATTACHMENT 5**

**Sample Budget Format – Illustrative Purposes Only  
(Add or Delete line items or rows as appropriate)**

**MICHIGAN DEPARTMENT OF ENERGY, LABOR AND ECONOMIC GROWTH  
BUREAU OF ENERGY SYSTEMS  
MICHIGAN BIOMASS INVENTORY UPDATE BUDGET**

Applicant Name:					
Program Name:		State Energy Program, Biomass Energy Demonstration Grant			
<b>PERSONNEL</b>					
<b>NAME &amp; TITLE</b>	<b>PERCENTAGE</b>	<b>ANNUAL SALARY</b>	<b>GRANT AMOUNT</b>	<b>MATCH AMOUNT</b>	<b>TOTAL</b>
			\$ -	\$ -	\$ -
<b>PERSONNEL Subtotal</b>			\$ -	\$ -	\$ -
<b>FRINGE BENEFITS</b>					
<b>NAME &amp; TITLE</b>		<b>RATE</b>			
			\$ -	\$ -	\$ -
<b>FRINGE BENEFITS Subtotal</b>			\$ -	\$ -	\$ -
<b>CONTRACTUAL SERVICES</b>					
<b>NAME</b>	<b>SERVICE</b>		<b>GRANT AMOUNT</b>	<b>MATCH AMOUNT</b>	<b>TOTAL</b>
			\$ -	\$ -	\$ -
<b>CONTRACTUAL SERVICES Subtotal</b>			\$ -	\$ -	\$ -
<b>SUPPLIES AND MATERIALS</b>					
<b>SUPPLIES &amp; MATERIALS (itemize)</b>	<b>UNIT QUANTITY</b>	<b>UNIT COST</b>	<b>GRANT AMOUNT</b>	<b>MATCH AMOUNT</b>	<b>TOTAL</b>
			\$ -	\$ -	\$ -
<b>SUPPLIES AND MATERIALS Subtotal</b>			\$ -	\$ -	\$ -
<b>OTHER DIRECT COSTS (specify)</b>					
			\$ -	\$ -	\$ -
<b>OTHER DIRECT COSTS Subtotal</b>			\$ -	\$ -	\$ -
<b>TRAVEL</b>					
	<b>MILES</b>	<b>RATE</b>	<b>GRANT AMOUNT</b>	<b>MATCH</b>	<b>TOTAL</b>
MILEAGE		\$ 0.365	\$ -	\$ -	\$ -
	<b>NIGHTS</b>	<b>RATE</b>			
LODGING			\$ -	\$ -	\$ -

	QUANTITY (days)	RATE			
MEALS			\$ -	\$ -	\$ -
OTHER (itemize)	QUANTITY	RATE			
			\$ -	\$ -	\$ -
<b>TRAVEL Subtotal: (If Applicable)</b>			\$ -	\$ -	\$ -
<b>DIRECT COST Subtotal</b>			\$ -	\$ -	\$ -
		<b>RATE</b>			
<b>INDIRECT COST (If Applicable)</b>			\$ -	NA	\$ -
<b>TOTAL COST</b>			\$ -	\$ -	\$ -