



Working to Create Michigan's Future Today

**ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT
TECHNICAL ASSISTANCE**

Request for Proposal

November 23, 2009 to December 30, 2009

Jennifer M. Granholm, Governor
Stanley F. Pruss
Director and Chief Energy Officer



TABLE OF CONTENTS

PART I	GENERAL INFORMATION	4
I-A	PURPOSE	4
I-B	ELIGIBILITY REQUIREMENTS	4
I-C	ISSUING OFFICE AND FUNDING SOURCE	4
I-D	GRANT AWARD	4
I-E	REJECTION OF PROPOSALS	5
I-F	INCURRING COSTS	5
I-G	PREPROPOSAL CONFERENCE	5
I-H	INQUIRIES	5
I-I	CHANGES TO THE RFP	5
I-J	RESPONSE DATE	5
I-K	PROPOSALS	5
I-L	ACCEPTANCE OF PROPOSAL CONTENT	6
I-M	ECONOMY OF PREPARATION	6
I-N	ORAL PRESENTATION	6
I-O	PRIME APPLICANT RESPONSIBILITIES	6
I-P	GRANT PAYMENT SCHEDULE	6
I-Q	NEWS RELEASES	6
I-R	DISCLOSURE OF PROPOSAL CONTENTS	7
I-S	COPYRIGHTED MATERIALS	7
PART II	GENERAL PROVISIONS	7
II-A	PROJECT CHANGES	7
II-B	RECORD RETENTION	7
II-C	PROJECT INCOME	7
II-D	SHARE-IN-SAVINGS	7
II-E	ORDER OF SPENDING	7
II-F	PURCHASE OF EQUIPMENT	8
II-G	ACCOUNTING	8
II-H	AUDIT	8
II-I	COMPETITIVE BIDDING	8
II-J	LIABILITY	9
II-K	INTELLECTUAL PROPERTY	9
II-L	SAFETY	9
II-M	INDEMNIFICATION	9
II-N	CANCELLATION	10
II-O	NO STATE EMPLOYEES OR LEGISLATORS	12
II-P	NON-DISCRIMINATION	12
II-Q	UNFAIR LABOR PRACTICES	12
II-R	CERTIFICATION REGARDING DEBARMENT	12
II-S	ILLEGAL INFLUENCE	12
II-T	GOVERNING LAW	13
II-U	COMPLIANCE WITH LAWS	13
II-V	JURISDICTION	13
II-W	ASSIGNMENT	13
II-X	ENTIRE AGREEMENT	14
II-Y	INDEPENDENT CONTRACTOR RELATIONSHIP	14
II-Z	CONFLICTS	14
II-AA	TERMS AND CONDITIONS FOR ARRA OF 2009 FUNDED GRANTS	14
II-BB	ADDITIONAL TERMS AND CONDITIONS FOR ARRA-FUNDED GRANTS	20
PART III	WORK STATEMENT	21
III-A	PURPOSE	21
III-B	PROBLEM STATEMENT	21
III-C	OBJECTIVES	21
III-D	TASKS	22

PART IV PROJECT CONTROL AND REPORTS	23
IV-A PROJECT CONTROL	23
IV-B REPORTS (PROJECT AND FINANCIAL).....	23
PART V INFORMATION REQUIRED FROM APPLICANTS	24
V-A IDENTIFICATION OF ORGANIZATION	24
V-B AUTHORIZED NEGOTIATORS.....	24
V-C MANAGEMENT SUMMARY	24
V-D STATEMENT OF THE PROBLEM	24
V-E WORK PLAN	25
V-F PRIOR EXPERIENCE.....	25
V-G PERSONNEL.....	25
V-H TIME FRAME	25
V-I BUDGET CONSIDERATIONS	25
V-J ADDITIONAL INFORMATION AND COMMENTS.....	26
PART VI SELECTION CRITERIA.....	26
VI-A EXPERIENCE OF ORGANIZATION/PROJECT TEAM	26
VI-B WORK PLAN	27
VI-C BUDGET.....	27
VI-D LEVEL OF PUBLIC AND PRIVATE SECTOR PARTICIPATION	27
ATTACHMENT A-1	28
ATTACHMENT A-2	31
ATTACHMENT B.....	34
ATTACHMENT C.....	35
ATTACHMENT D.....	36

Energy Efficiency & Conservation Block Grant Technical Assistance

Request for Proposals

PART I

GENERAL INFORMATION

I-A Purpose

The purpose for Energy Efficiency & Conservation Block (EECBG) Technical Assistance Grants is to provide technical assistance to non-entitlement cities, villages, townships, and counties that have been awarded State of Michigan EECBG multipurpose and/or LED Demonstration grants to help them develop and implement energy efficiency and conservation strategies, programs, and project plans. This Request for Proposal (RFP) provides interested applicants 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

Eligible applicants include existing Bureau of Energy Systems (BES) program partners, such as statewide and regional local government associations and councils, Rebuild Michigan Community Partnerships (RMCPs), Energy Centers, and other Michigan-based nonprofit organizations with experience in delivering energy and/or environmental services to public agencies. Applicants must demonstrate the capacity to deliver similar services at the community level and to be able to operate in a multiple county or substate regional area.

I-C Issuing Office and Funding Source

This RFP has been issued by the BES Issuing Office, Michigan Department of Energy, Labor and Economic Growth. The point of contact is Tim Shireman, Project Manager, BES, 611 West Ottawa Street, P.O. Box 30221, Lansing, Michigan, 48909; telephone number: 517-241-6281; fax number: 517-241-6229; email address: shiremant@michigan.gov.

This grant will be financed 100 percent by an American Recovery and Reinvestment Act (ARRA) federal funding program. The funding source is the U.S. Department of Energy.

I-D Grant Award

The BES Issuing Office will undertake Grant award negotiations with applicants whose proposals show them to be best qualified, responsible, and capable of delivering technical assistance services to EECBG grantees. To permit statewide access to nonprofit technical services, the BES is segmenting the state into geographic regions. Applicants may propose to serve one or more suggested regions. The amount of grant funding available per region is flexible ranging from \$10,000 to \$35,000 depending on the number of grantees in each region. Matching funds (cash or in-kind) are not required, but are encouraged. All applicants are expected to demonstrate in their proposal how they will leverage an additional ten percent in public and/or private funds and/or in-kind resources for the technical assistance project. There is \$195,996 in grant funding available and it is estimated that three to eight grants will be awarded for a 12-month period.

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 Preproposal Conference

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

I-H Inquiries

Questions that arise as a result of this RFP must be submitted in writing to the BES Issuing Office either by mail, email, or fax. Telephonic questions cannot be answered. All questions must be submitted on or before Friday, December 11 2009. Submit questions to Tim Shireman, DELEG/BES, P.O. Box 30221, Lansing, Michigan, 48909; E-mail: shiremant@michigan.gov; or fax (517) 241-6229.

I-I Changes to the RFP

Written answers to questions that change or substantially clarify the RFP will be provided to all prospective applicants at the BES home page: www.michigan.gov/energyoffice.

I-J Response Date

Proposals must arrive at the Issuing Office by 5:00 p.m. on Wednesday, December 30, 2009. Mail proposals to: Tim Shireman, DELEG/BES, P.O. Box 30221, Lansing, Michigan, 48909; Hand delivery: 611 West Ottawa Street, 4th 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 and time will not be accepted.

I-K 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 three 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-L 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 may result in cancellation of the award.

I-M 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-N 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.

I-O 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-P Grant Payment Schedule

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

Progress payments up to a total of 85 percent of the state grant amount may be made to the grantee upon receipt and approval by the Project Manager of a billing statement 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 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 Grand Administrator have received and approved the final report.

I-Q 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-R 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-S Copyrighted Materials

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. The selected applicants shall further agree not to copyright any material developed as a result of the 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 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 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 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. Nonappropriation
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. Also, see National Policy Assurances, Attachment D.

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.

II-AA Terms and Conditions for ARRA of 2009 Funded Grants

Sub-Recipients Requirements

Grantee shall include these terms, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

Reporting & Registration Requirements (Section 1512)

Division A, Title XV, Section 1512 of the ARRA outlines reporting requirements. Not later than ten calendar days after the end of each calendar quarter, the State must submit a report that, at a minimum, contains the information specified in Section 1512 of the ARRA. It is imperative all grants involving the use of ARRA funds include requirements that the Grantee supply the State with the necessary information to provide these reports (see RFP Section 1.042 Reports) in a timely manner. More detail will follow regarding the timing and submission of reports.

The Grantee's failure to provide complete, accurate, and timely reports shall constitute an "Event of Default". Upon the occurrence of an Event of Default, the state department or agency may terminate this grant upon 30 days prior written notice if the default remains uncured within five calendar days following the last day of the calendar quarter, in addition to any other remedy available to the state department or agency in law or equity.

REQUIRED Use of American Iron, Steel, and Other Manufactured Goods

(a) **Definitions.** As used in this Section 5.020 —

“Designated Country” means Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

“Designated country iron, steel, and/or manufactured goods” mean iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product, or manufacture of a Designated Country; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

“Domestic iron, steel and/or manufactured good” is iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product, or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another county, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There in no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of goods occurs in the United States.

“Federal Agency” means the department or agency of the federal government that awarded funds to the State of Michigan from the ARRA that finance the project described in this RFP.

“Foreign iron, steel and/or manufactured good” means iron, steel and/or manufactured good that is not domestic or designated country iron, steel and/or manufactured goods.

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been:

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multistate, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This term and condition implements:

- (i) Section 1605(a) of Division A, Title XVI of the ARRA by requiring that all iron, steel, and manufactured goods used in the public building or public work are produced in the United States; and
- (ii) Section 1605(d) of Division A, Title XVI of the ARRA, which requires the application of the Buy American requirement in a manner consistent with U.S.

obligations under international agreements. The restrictions of Section 1605 of the ARRA do not apply to designated country iron, steel, and/or manufactured goods procured for projects with an estimated value of \$7,433,000 or more.

- (2) The Grantee shall use only domestic or designated country iron, steel and/or manufactured goods in performing work funded in whole or in part with funds available under the ARRA, except as provided in subparagraphs (3) and (4) of this paragraph (b).
- (3) The requirement in paragraph (2) of this Section 5.022(b) does not apply to the material listed by the Federal Agency as follows:

[List applicable excepted materials or indicate “none”]

- (4) The Federal Agency may add other iron, steel, and/or manufactured goods to the list in paragraph (b) (3) of this Section if the Federal government determines that—
 - (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
 - (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (iii) The application of section 1605 of the ARRA would be inconsistent with the public interest.
- (c) *Request for determination of inapplicability of Section 1605 of the ARRA.*
 - (1)(i) Any Bidder’s request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b) (4) of this section shall include adequate information for Federal Agency evaluation of the request, including—
 - (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Cost;
 - (E) Time of delivery or availability;
 - (F) Location of the project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.
 - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this Section.
 - (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
 - (iv) Any Grantee’s request for a determination submitted after ARRA funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Grantee could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Grantee does not submit a satisfactory explanation, the Federal Agency need not make a determination.
- (2) If the Federal Agency determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of

the ARRA applies, the State will amend the grant to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is non-availability or public interest, the amended grant shall reflect adjustment of the grant amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the State shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

- (3) Unless the Federal Agency determines that an exception to section 1605 of the ARRA applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.
- (d) **Data.** To permit evaluation of requests under subparagraph (b)(4) of this section based on unreasonable cost, the Bidder shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON				
Description	Unit of Measure	Quantity	Cost (Dollars)*	
Item 1:				
Foreign steel, iron, or manufactured good	_____	_____	_____	
Domestic steel, iron, or manufactured good	_____	_____	_____	
Item 2:				
Foreign steel, iron, or manufactured good	_____	_____	_____	
Domestic steel, iron, or manufactured good				
<p>[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.] [* Include all delivery costs to the construction site.]</p>				

Notice of Required Use of American Iron, Steel, and Other Manufactured Goods

**REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—
SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF
2009**

(a) Definitions. “Designated country iron, steel and/or manufactured goods,” “domestic iron, steel and/or manufactured goods”, “Federal Agency”, “Foreign iron, steel and/or manufactured good”, “Manufactured good,” “public building and public work,” and “steel,” as used in this Section, are defined in Section 5.022(a).

(b) **Requests for determinations of inapplicability.** A prospective Bidder requesting a determination regarding the inapplicability of section 1605 of the ARRA should submit the request to the Federal Agency in time to allow a determination before submission of applications or proposals. Bidders should provide a copy of this request to DELEG. The prospective applicant shall include the information and applicable supporting data required by

paragraphs (c) and (d) of Section 5.022 of this RFP in the request. If Bidder has not requested a determination regarding the inapplicability of Section 1605 of the ARRA before submitting its application or proposal, or has not received a response to a previous request, the applicant shall include the information and supporting data in the application or proposal. The Federal Agency is sole entity authorized to make determinations regarding the inapplicability of Section 1605 of the ARRA.

(c) *Evaluation of project proposals.*

If the Federal Agency determines that an exception based on unreasonable cost of domestic iron, steel, and/or manufactured goods applies, the State will evaluate a project requesting an exception to the requirements of section 1605 of the ARRA by adding to the estimated total cost of the project 25 percent of the project cost, if foreign iron, steel, or manufactured goods are used in the project based on unreasonable cost of comparable manufactured domestic iron, steel, and/or manufactured goods.

(d) *Alternate project proposals.*

(1) When a project proposal includes foreign iron, steel, and/or manufactured goods, other than Designated country iron, steel and/or manufactured goods, not listed in paragraph (b)(3) of the Section 6.022, the Bidder also may submit an alternate proposal based on use of equivalent domestic iron, steel, and/or manufactured goods.

(2) If an alternate proposal is submitted, the Bidder shall submit a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of Section 5.022 the this RFP for the proposal that is based on the use of any foreign iron, steel, and/or manufactured goods for which the Federal Agency has not yet determined an exception applies.

(3) If the Federal Agency determines that a particular exception requested in accordance with paragraph (b) of Section 5.022 of this RFP does not apply, the State will evaluate only those proposals based on use of the equivalent domestic or designated country iron, steel, and/or manufactured goods, and the Grantee shall be required to furnish such domestic or designated country items.

Wage Rate Requirements (Section 1606)

All laborers and mechanics employed by grantees, subgrantees, contractors, and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. (See ARRA Sec. 1606 & RFP Section 2.204 Prevailing Wage). The Secretary of Labor's determination regarding the prevailing wages applicable in Michigan is available at <http://www.gpo.gov/davisbacon/mi.html>.

Inspection and Audit of Records

The Grantee shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1998 or his representative: 1) to examine any records that directly pertain to, and involve transactions relating to, this grant; and 2) to interview any officer or employee of the Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

Whistle Blower Protection for Recipients of Funds

Grantee shall not discharge, demote or otherwise discriminate against an employee for disclosures by the employee that the employee reasonably believes are evidence of: 1) gross mismanagement of a contract or grant relating to Covered Funds; 2) a gross waste of Covered Funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of Covered Funds; 4) an abuse of authority related to implementation or use of Covered Funds; or 5) a violation of law, rule, or regulation related to an agency grant (including the competition for or negotiation of a grant) or grant, awarded or issued relating to Covered Funds. In this Subsection, "Covered Funds" shall have the same meaning as set forth in Section 1553(g)(2) of Division A, Title XV of the ARRA.

(a) Recipient must post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA. (For the Michigan Civil Service Whistle Blowers Rule 2-10 link to: http://www.michigan.gov/mdcs/0,1607,7-147-6877_8155-72500--,00.html)

(b) The Grantee shall include the substance of this clause including this paragraph (b) in all subcontracts and subgrants.

Funding of Programs

The Grantee acknowledges that the programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

Fixed Price- Competitively Bid

Grantee, to the maximum extent possible, shall award any subgrants or subcontracts funded, in whole or in part, with ARRA funds as fixed-price contracts through the use of competitive procedures.

Segregation of Costs

Grantee shall segregate obligations and expenditures of ARRA funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

Publication

All grant solicitations funded in whole or in part with ARRA funds will be posted on the respective DELEG bureau Web site. All grants resulting from the ARRA will be published on the State of Michigan's Recovery Web site, www.michigan.gov/recovery.

Grantee shall include the Michigan Recovery logo on all signage or other publications in connection with the activities funded by the State of Michigan through funds made available by the ARRA of 2009, Pub. L. 111-5.

Buy Michigan Preference

A preference is given to products manufactured or services offered by Michigan-based firms if all other things are equal and if not inconsistent with federal statute (see MCL 18.1261).

Non- Discrimination

The Grantee shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients of federal financial assistance (see RFP Section 2.201 Non-Discrimination).

Prohibition on Use of Funds

None of the funds made available under this grant may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

False Claims Act

The Grantee shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

Conflicting Requirements

Where ARRA requirements conflict with existing state requirements, ARRA requirements control.

Job Opportunity Posting Requirements

Grantee shall post notice of job opportunities created in connection with activities funded in whole or in part with ARRA funds in the Michigan Talent Bank, www.michworks.org/mtb.

II-BB Additional terms and conditions for ARRA-funded grants

Buy American Requirement (Section 1605)

-Designated country means:

- (1) A World Trade Organization Government Procurement Agreement country;
- (2) A Free Trade Agreement (FTA) country; or
- (3) A United States-European Communities Exchange of Letters country

Countries not in the Addendum to Part II include Bahrain, Canada, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, and Peru.

Publication

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgement of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project as follows:

Acknowledgement: “This material is based upon work supported by the DOE under Award Number(s) *DE-EE0000166*.”

Disclaimer: “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, make any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

PART III

WORK STATEMENT

III-A Purpose

The purpose for the EECBG Technical Assistance Grants is to provide technical assistance to non-entitlement cities, villages, townships, and counties that have been awarded State of Michigan EECBG Multipurpose and/or LED Demonstration grants to help them develop and implement energy efficiency and conservation strategies, programs, and project plans.

III-B Problem Statement

Annually, millions of energy dollars leave Michigan due to inefficiencies in our building, transportation and other sectors. These inefficiencies contribute a significant amount of pollution to the environment. The EECBG Program is designed to provide grants to Michigan cities, villages, townships, and counties to implement energy efficiency improvements within their communities. Many of these smaller, non-entitlement local governmental units will need ready access to technical assistance in developing energy efficiency and conservation strategies, programs, and project implementation plans to make the best possible use of their EECBG grant funds. In its DOE approved plan for distributing EECBG funds to non-entitlement local government jurisdictions, BES stated its commitment to assisting subrecipient grantees with implementation, but has limited personnel and resources to do this statewide. Therefore, BES is soliciting proposals for additional nonprofit organization partners to assist.

III-C Objectives

The objectives of this project are: 1) To offer help to local government EECBG subgrantees in developing energy efficiency and conservation policies, programs and project implementation plans that meets identified local needs through qualified non-profit organizations; 2) To enhance information gathering on Michigan’s EECBG-funded projects and to exchange best practices, and outcomes among subgrantees and the state; 3) To leverage additional resources and funding for energy efficiency and conservation efforts in Michigan through partnerships and collaboration at a regional level.

III-D Tasks

Work undertaken and completed in these grants must benefit both local governments EECBG subgrantees and the state. Applicants must clearly and succinctly explain how they will accomplish the required tasks below which must be completed during the grant period. Applicants are encouraged to design additional tasks that address the expressed program needs of subgrantees and the state, but also capitalize on the strengths of the applicant.

1. Complete a detailed plan for marketing and delivering technical assistance services to non-entitlement EECBG subgrantees within your designated region(s). (See Attachment B for a map of program regions.)
2. Identify and share the EECBG funded success stories from your covered region(s) with the state; share available resources that compliment EECBG objectives to reduce energy use and greenhouse gas emissions, to create jobs and to leverage their community's resources for accomplishing longer term goals.
3. Evaluate the quality and quantity of services delivered to local government subgrantees and their overall impact; incorporate a representative sample of participant feedback into the final grant report.
4. Provide other technical assistance as requested by EECBG subgrantees in your region(s). This could include aggregating communities for performance contracts and/or bulk purchasing of equipment; help subgrantees locate needed consultants by developing a consultant clearinghouse; educate subgrantees regarding publically available tools and resources for implementing their projects via workshops and Webinars. Provide assistance with federal and state reporting of project progress and outcomes.
5. Submit timely quarterly progress and financial status reports as outlined in Section IV-B(1) and Section IV-B(3) of this RFP.
6. Submit a comprehensive final report and final payment request as outlined in Section IV-B(2) and Section IV-B(4) of this RFP.

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 MDELEG 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 communicate (face to face, phone, & e-mail) periodically with the selected applicant's project manager for the purpose of reviewing progress and giving necessary guidance to the selected applicant in solving problems which may arise.

IV-B Reports (Project and Financial)

1. The selected applicant(s) will provide the State project manager with quarterly progress reports as described in the grant agreement. At a minimum, the reports will outline the work accomplished during the reporting period relative to proposed work and timeline, 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. Grantee should identify and share EECEBG-funded success stories from the covered region(s) and also indicate all available resources that were employed to compliment EECEBG objectives to reduce energy use and greenhouse gas emissions, to create jobs and to leverage community resources for accomplishing longer term goals. Expenditures made during each quarter shall be submitted with each progress report for approval.
2. A final project report as described in the grant agreement must be submitted to the State project manager before the final grant payment is made. The RMCP lead organization will submit a final project report within 30 days following the grant period expiration. At a minimum, the final report will contain:
 - a. A summary of the Grantee's goals and objectives for the project and a description of how State funds were used to contribute to the accomplishment of these goals and objectives.
 - b. A summary of the activities provided with grant funds.
 - c. A discussion of anticipated and actual impacts of the project. Indicate specifically benefits attributable to State funding and more general impacts/benefits accruing as a result of the total project. If the project does not fully achieve the expected impacts, the Grantee shall provide an explanation of the reasons why the impact was less than expected and provide recommendations for future state program support.
 - d. Evaluate and discuss the quality of services delivered to local government subgrantees and their overall impact. Present a representative sample of participant feedback of the value and impact of technical assistance received.
 - e. The expenditure of State and any local funds for this project shall be reported by line item and compared to the approved grant budget.
3. Financial Status Reports (FSR) and/or Payment Requests. The selected applicant(s) shall submit a signed and dated FSR to the Grant Administrator indicating the amount of funds expended in each line item category of the budget. Financial status reports are due with the

submission of each quarterly progress report, according to the reporting schedule outlined in the Grant Agreement. Payment requests will also be submitted on a quarterly basis.

- a. Form #C-108 shall be used for both FSRs and payment requests.
 - b. Attach source documentation as specified in Part II, Section II-G, Accounting.
 - c. The expenditure of grant funds shall be incurred within the grant period and reported by line item and compared to the budget.
 - d. Inkind or matched fund expenditures must occur within the established timeline for this grant and must be supported by source documentation, as specified in Part II, Section II-G, Accounting.
 - e. An individual authorized by the organization must sign and date Form #C-108 (box #14).
4. Final Financial Status Report (FSR)/Final Payment Request. The selected applicant(s) shall submit a signed and dated final FSR to the Grant Administrator indicating the amount of funds expended in each line item category of the budget along with the final report by December 30, 2010, referring to the guidelines contained in Part IV, Section IV-B, Subsections 2 and 3. Please indicate "Final" in box #5 of Form #C-108.

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, 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 Management Summary

Describe in narrative form how the project will be managed by the organization including quality assurance measures. Describe how the project will be evaluated. 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 clear, concise terms the applicant's understanding of the problem presented by this RFP and how it applies to the applicant's situation.

V-E Work Plan

Describe in narrative form the applicant's plan for completing the project tasks. Indicate the number of staff hours allocated to each task. Include a time-related chart (i.e. Gantt), showing each event, task, and decision point in the work plan. Identify the region(s) for which you intend to provide technical assistance services and a detailed description of your plan to market and deliver technical assistance services to non-entitlement EECBG subgrantees in these region(s). See Attachment B for a map of program regions.

V-F Prior Experience

Describe your experience that demonstrates your organization has the knowledge and tools to assist local governments to develop and implement energy efficiency and conservation policies, programs and project plans. Identify complimentary resources and programs that can enhance local energy efficiency and conservation efforts, marshal community and peer support, and recognition for EECBG funded accomplishments.

V-G Personnel

The applicant(s) must be able to staff a project team, who clearly possesses the qualifications and experience in project implementation and management. Include the number of persons by skill and qualifications that will be employed in the project. Show the specific hours each individual will devote to the work by task. Identify key project personnel by name and title and provide a resume for each.

Subcontractors must be listed, including the firm name and address, contact person, and a complete description of work to be subcontracted. Please describe the subcontractor(s) organization and abilities.

V-H Time Frame

To assist in preparation of the proposal, the State anticipates these projects will commence on February 1, 2010 and should be concluded by January 31, 2011. .

V-I Budget Considerations

Applicants must submit a proposed budget for this project including appropriate narrative explanation. The grant will be paid out according to the Grant Payment Schedule on page three and/or any approved amendment to the budget. The following budget format is suggested, excluding any budget categories that are not applicable.

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. Indirect costs in excess of 10 percent of State direct costs will not be reimbursable.
2. An expense must correspond to a specific line item in the project budget, along with any applicable descriptions, in order to be reimbursable.

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 Attachment C)				
Indirect Costs (may not exceed 10% of direct costs)				
Other (Specify)				
TOTALS				

The Issuing Office 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 Issuing Office's final share of each line item expenditure 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 any other information that is believed to be pertinent, but not specifically requested elsewhere in this RFP.

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 (including Attachments 1 and 2) 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. Applicants may be asked to make oral presentations before a final decision is made.

VI-A Experience of Organization/Project Team – 30 pts.

Organization has experience with assisting local governments to develop and implement energy efficiency and conservation strategies, programs, and project plans; with identifying complimentary resources and programs to enhance local energy efficiency and conservation efforts; and with marshalling community and peer support and recognition for EECBG funded accomplishments.

VI-B Work Plan – 35 pts.

Definition and timeliness of tasks to be performed is clearly specified. Plan to implement and evaluate the project; reasonable project timetable; sufficient plan, and capacity for project control and financial management.

VI-C Budget – 20 pts.

Budget line items and amounts are sufficiently described and justified. Number of hours, pay rates, and tasks for each staff member contributing to the project are included.

VI-D Level of Public and Private Sector Participation – 15 pts.

Roles and contributions of all project partners are well defined. Documentation of project support and/or leveraged resources is attached. A minimum 10 percent leverage is expected.

ATTACHMENT A-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? 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). (State Agencies and Universities can skip 4b)

Contract/Award #	Awarding Agency	Awarding Office	Start Date	End Date	Total Value
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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
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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 600.311. 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? | <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"/> | <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.
 - 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 A-2

Internal Controls Questionnaire

	BUDGETS	Y	N	NA	COMMENTS
1.	Are detailed budget vs. actual reports prepared monthly and reviewed by department heads or others in management?				
	SEGREGATION OF DUTIES				
2.	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.				
3.	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?				
4.	Are employees with key financial responsibilities required to take vacations, with others performing their duties in their absence?				
	CASH HANDLING				
5.	Are authorized bank accounts and check signers periodically approved by the governing body?				
6.	Are all cash receipts accounted for sequentially, and filed with supporting documentation?				
7.	Are all bank deposits supported by one or more sequential cash receipts?				
8.	Are cash receipts stored in a physically safe (locked) location until taken to the bank?				
9.	Is access to each petty cash box limited to a single custodian?				
10.	Are petty cash reimbursements periodically reviewed or reconciled by an individual other than the custodian?				
11.	Are completed bank reconciliations reviewed by an individual other than the preparer?				
12.	Are investments managed by a responsible official with knowledge of the organization's investment policy?				
13.	Are detailed records maintained for all investments regarding purchase date, cost, maturity date, interest rate, etc.?				
14.	Are investment statements reconciled to the general ledger monthly by an individual not responsible for managing the investment?				
	BILLING AND ACCOUNTS RECEIVABLE				
15.	When customers pay bills in person (i.e. at the counter), are they either given a receipt or have their bills stamped as paid?				
16.	Are monthly or quarterly statements sent to all customers?				
17.	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				
18.	Are all purchases supported by either a purchase order or check request, signed by an authorized individual not responsible for preparing checks?				
19.	Are the expense distributions for all purchases reviewed and approved by the department requesting payment?				
20.	Are new vendors approved by someone other than the individual responsible for processing accounts payable?				
21.	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?				
22.	Is unused check stock stored in a physically safe (locked) location?				
23.	When checks are voided or spoiled, are they stamped VOID and retained?				
	PERSONNEL AND PAYROLL				
24.	Are accounting personnel subject to a background check prior to hiring?				
25.	Are new employees approved by someone other than the individual responsible for processing payroll?				
26.	Are the pay rates of all employees approved annually by the governing body and appropriately documented?				
27.	Do all non-salaried employees prepare timecards, timesheets, or other evidence of time worked?				
28.	Are time and attendance records approved and signed by an appropriate supervisor prior to processing payroll?				
29.	Before running payroll checks, is a payroll register reviewed and approved by an authorized individual not responsible for preparing the checks?				
30.	Do employee pay stubs display a detail of hours worked, gross pay, and all withholdings and deductions?				
31.	Are withholding accounts periodically reviewed and reconciled to ensure that all required payments are made on a time basis?				
	INVENTORY				
32.	Are inventories adequately safeguarded against loss, theft, or misuse by being kept in locked enclosures with restricted access?				
33.	Are perpetual inventory records maintained and periodically compared against physical counts.				
34.	Are adjustments to inventory balances (due to loss or spoilage) reviewed and approved by an appropriate individual?				
	CAPITAL ASSETS				
35.	Are detailed capital asset records maintained, including acquisition date, useful life, and historical cost?				
36.	Are capital assets that are susceptible to theft				

	(e.g. vehicles, computers, etc.) appropriately inventoried and monitored throughout the year?				
37.	Are capital asset records reviewed annually by various departmental representatives or additions and disposals?				
38.	Are depreciation schedules updated annually, and reviewed by a responsible official?				
	DEBT				
39.	Are all new borrowings and leases allowable under state law and properly approved by the governing body?				
40.	Does management periodically determine that the government is complying with all applicable debt covenants and other compliance requirements?				
41.	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				
42.	Are all balance sheet accounts periodically reviewed and reconciled against supporting documentation and subsidiary ledgers, where appropriate?				
43.	Are all journal entries reviewed and approved by an employee other than the preparer?				
44.	Are all journal entries accounted for sequentially, and filed with supporting documentation?				
45a.	Is access to computerized accounting records restricted to authorized individuals (e.g., by using passwords)?				
45b.	If used, is the authorization/password process, permitting access to accounting records, overseen by other than accounting personnel?				
46.	Do software controls prevent accounting transactions from being deleted or modified once posted?				
	GRANT ADMINISTRATION				
47.	Are all new grant agreements properly approved by the governing body prior to requesting funds?				
48.	Are all grant expenditures reviewed by a project manager knowledgeable of the grant requirements to ensure only eligible expenditures are incurred?				
49.	Are all reimbursement requests reviewed by a responsible official to ensure that they are in agreement with the accounting records?				



DEPARTMENT OF MANAGEMENT AND BUDGET, VEHICLE AND TRAVEL SERVICES (VTS) SCHEDULE OF TRAVEL RATES FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES RATES EFFECTIVE OCTOBER 1, 2009
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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
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<u>Mileage Rates</u> -	
Standard Rate	\$.362 per mile

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

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 17th during 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.