



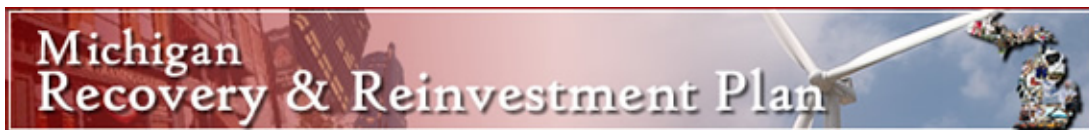
Working to Create Michigan's Future Today

## **STATE ENERGY PROGRAM**

### **CLEAN ENERGY ADVANCED MANUFACTURING Energy Efficiency Systems**

Request for Proposal  
April 22, 2010 – May 14, 2010

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



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# Clean Energy Advanced Manufacturing Energy Efficiency Systems

## Request for Proposals

### PART I

#### GENERAL INFORMATION

##### I-A Purpose

The Michigan Department of Energy, Labor & Economic Growth (DELEG) is offering small manufacturing companies, currently located in Michigan, financial assistance to diversify into high-growth clean energy sectors and invest in advanced manufacturing of clean energy efficiency technology systems and components (i.e. Induction lighting, smart grid systems, mechanical systems (i.e. heating, cooling and ventilation equipment), building control systems, etc. ).

This effort is directed at businesses that are seeking to diversify, perform a unique high-value function, fill gaps in manufacturing of energy efficiency technologies, and that act as an anchor for business attraction. Companies must have projects which:

- Can be immediately implemented;
- Have a demonstrated market need;
- Result in an advancement in existing manufacturing techniques or materials; and
- Contribute to a reduction in greenhouse gas emissions.

A completed National Environmental Policy Act (NEPA) of 1969 (42 U.S.C. Section 4321 et seq) EF1 Checklist form must be submitted with the application.

##### I-B Eligibility Requirements

Any business physically located in Michigan with 500 or fewer full-time or equivalent employees, or a business that relocates to Michigan by the time of the award is eligible to apply.

##### I-C Issuing Agency and Funding Source

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

Robert Jackson  
State Energy Program  
Bureau of Energy Systems  
611 W. Ottawa  
PO Box 30221  
Lansing, MI 48909

The funding source is the U.S. Department of Energy, State Energy Program allocated under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (ARRA).

I-D Grant Award

Approximately \$15,000,000 dollars is expected to be available to help Michigan companies diversify their business portfolio and expand into advanced manufacturing of clean energy efficiency technologies such as induction lighting, smart grid systems, mechanical systems (i.e. heating, cooling and ventilation equipment), building control systems, etc. ). The goal of this funding opportunity is to create new markets for Michigan's manufacturers; provide support to energy efficiency technology original equipment manufacturers (OEM) and Tier I suppliers; and create anchor companies to attract businesses to Michigan.

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 State Energy Program Administrator either by mail, email, or fax. Telephonic questions cannot be answered. All questions must be submitted on or before 5:00 PM, April 30, 2010. Submit questions to Robert Jackson, DELEG – BES, P.O. Box 30221, Lansing, MI 48909; Email: [jacksonr1@michigan.gov](mailto:jacksonr1@michigan.gov); or Fax: (517) 373-6734.

I-I Changes to the RFP

Written answers to questions will be provided to all prospective applicants at the BES website at <http://www.michigan.gov/dleg/0,1607,7-154-25676---,00.html> by May 7, 2010.

I-J Response Date

**Proposals must arrive at the Issuing Office by 5:00 p.m. on Friday, May 14, 2010.**

Mail proposals to: Robert Jackson, DELEG – BES, P.O. Box 30221, Lansing, Michigan, 48909; Hand delivery: 611 West Ottawa Street, 4<sup>th</sup> Floor (the Ottawa Building), Lansing, Michigan, 48933. Applicants mailing proposals should allow normal delivery time to ensure timely receipt of their proposal. Proposals must be submitted as complete documents. Additional information pertaining to a proposal received after the due date will not be accepted.

I-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 two additional hard copies and one electronic copy of each proposal must be submitted to the Issuing Office. A PDF

document on a compact disc is the preferred electronic copy. 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.

NOTE: If you submitted a CEAM grant application in August 2009 and were not awarded a grant, your proposal may be considered for award through the issuance of this RFP. Please submit a letter of interest to perform the project outlined in the original proposal and respond to the following questions:

1. Describe energy efficiency in the manufacturing process;
2. Provide evidence of how the project will contribute to the state's Renewable Portfolio Standard (RPS); and
3. Describe how the technology will be deployed within the State of Michigan.

You do not need to resubmit the proposal submitted in August, 2009.”

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

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.

I-T Ineligible Applicants

Federal, state, and local government agencies, institutions of higher education, 501(c) organizations, and businesses with greater than 500 full-time employees are ineligible, but may partner or serve as a subcontractor to an eligible applicant.

I-U Matching Fund Requirements

As the State Energy Program is required to leverage funds to the maximum achievable level, up to a **fifty percent (50%) match is required** of the total allowable project costs (i.e. the sum of the State Energy Program share and the recipient share of allowable costs equals the total allowable project costs).

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

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

1. The entity that submits the proposal is also providing the matching funds.



2. The entity applying for the funds lists the source of the match and has documentation of that match. That documentation should be in the form of a Letter of Commitment that identifies how much money and/or staff time the organization is committed to providing toward the grant project, and a Financial Statement on the solvency of the organization.

I-V Ineligible Costs

1. Activities initiated prior to execution of the grant agreement, including applicant's cost for preparing the financial assistance application.
2. Sick pay, vacation pay, holiday pay, payroll taxes, vehicles, computers, real property (e.g. land and buildings) parking, tuition reimbursement/remission, vehicle allowance, car rental, seminars, conferences, meetings, subscriptions, dues, and memberships.
3. Construction or repair of buildings or structures.
4. Activities undertaken after the financial agreement has expired.

I-W Contract Reimbursement for Project Expenses

Contracts entered into by the Prime Applicant cannot extend beyond December 31, 2011. Applicants will be expected to make their own payments for materials, equipment, supplies, personnel, or other project expenditures and, subsequently, provide to the BES detailed requests for reimbursement. These requests will document expenditures made, equipment purchased, and other eligible expenses incurred.

I-X Partner Responsibilities

Organizations partnering with selected applicant(s) must comply with the requirements of the solicitation and will be held to the same standards as prime applicants. Partnering organizations must respond to Part V, Information Required from Applicant, and must make grant accounting records available for audit by the State in accordance with Part II, Section II-G, Accounting, and Section II-H, Audit. 1) Prior to entering into grant status, a financial review must be completed. 2) Please complete a set of the forms (Attachment A-1 and Attachment A-2) for each partner. Organizations partnering with selected applicant(s) must enter into a partnership agreement. A copy of the partnership agreement must be provided to the Grant Administrator. 3) Also, please indicate the elad partner on Attachements A-1 and A-2. Partnering organizations may be non-profit or for-profit entities.

I-Y Project Clarifications/Revisions

During the proposal review process, applicants may be contacted for clarification and for the purpose of negotiating changes in project activities, timetables, and budgeted costs. The Issuing Office reserves the right to award funds for an amount other than that requested and/or request changes to, or clarification of, the proposed project. Information essential for BES to meet its reporting obligations under the American Recovery and Reinvestment Act (ARRA) of 2009, Public Law 111-5, must be included in project proposals.

I-Z State Historic Preservation Office (SHPO) Review

Prior to the expenditure of federal funds, all projects involving ground-disturbing activity (e.g. excavation, grading, tree removals, utility installation) or work on building(s) that are fifty years of age or older (e.g. physical, structural, and other alterations) must undergo review in accordance with Section 106 of the National Historic Preservation Act of 1966 (Section 106 Review), regardless of the historic significance of the project building(s). The purpose of Section 106 Review is to avoid adverse impacts to historic properties that are

listed in or *eligible* for listing in the National Register of Historic Places, including archaeological sites, structures and buildings. To be clear, if you are conducting ground-disturbing activity or work on a building(s) that is at least fifty years of age or older you must complete in full the Bureau of Energy Systems/State Historic Preservation Office Application for Section 106 Review (see Attachment 3). The review process must be completed prior to the expenditure of federal funds. Due to the number of applicants and competition for this program, as well as the short time frame, no project will be considered for funding that results in an adverse effect to a historic property. However, projects may be modified to avoid adverse effects.

Is your building or structure:

- A. Fifty years of age or older?
- B. Listed or eligible for listing on the National Register of Historic Places?
- C. Located in a historic district or eligible historic district?
- D. Does your project involve ground disturbing activity?

If so, please complete the attached form ([Attachment 3](#)) and include photo(s) of the exterior of the building and any interior where building-related work will take place, i.e. the installation of an occupancy sensor as necessary.

I-AA National Environmental Policy Act Requirements

A completed National Environmental Policy Act (NEPA) of 1969 (42 U.S.C. Section 4321 et seq) Environmental Checklist form EF1 must be submitted with the application (see [Attachment 4](#) for NEPA Checklist requirements).

I-BB Davis – Bacon Act Requirements

The Davis-Bacon Act requires all laborer and mechanics that are non-government employees, to receive prevailing wages. This requires that the US Department of Labor (DOL) wage rate report is included with agreements that are affected by the Davis-Bacon Act requirement. All positions must be classified that are part of the job related to an agreement subject to the Davis-Bacon Act. Also, weekly time reporting and required forms are listed in [Attachment 6](#).

Applicants must also be aware of additional information on Davis Bacon requirements at: [http://www.michigan.gov/documents/dleg/DBA\\_Clauses\\_Approved\\_by\\_DOL\\_11.06.2009\\_303578\\_7.pdf](http://www.michigan.gov/documents/dleg/DBA_Clauses_Approved_by_DOL_11.06.2009_303578_7.pdf)

I-CC State Energy Program Requirements

Applicants should be advised that the State Energy Program (SEP) is subject to special federal terms and conditions in the American Recovery and Reinvestment Act (ARRA) of 2009, Public Law 111-5. Therefore, recipients are also subject to these terms and conditions, as given by Part II, Section II-AA and Section II-BB.

Applicant(s) **must** propose only those projects which can be completed by December 31, 2011.

Note: To ensure the effective use of funds, the BES will evaluate proposals based on the projected results of energy savings per dollar invested. Applicants are strongly encouraged to propose energy efficient technologies that will achieve no less than 10 million source BTUs saved annually per \$1,000 spent.

Successful proposals must focus on meeting the following performance metrics:

1. Jobs created, and/or retained
2. Energy saved
3. Greenhouse Gas (GHG) emissions reduced
4. Energy cost savings
5. Funds leveraged

**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 8, 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 and a true value of \$1,000 or more. 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

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

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 7.

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

**SOLICITATION & AWARD TERMS FOR GRANT AGREEMENTS THAT INCLUDE FUNDS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, PUBLIC LAW 111-5**

Grant Agreements must require recipients and sub-recipients to:

1. Maintain current registrations in the Central Contractor Registration (CCR) database. <http://www.ccr.gov/>
2. Report quarterly on project activity status in addition to any reporting requirements that currently apply to recipients of federal funds
3. Follow Buy American guidelines (Sec. 1605 of ARRA Act and Sec. 5.020 of this document)
4. Implement wage rate requirements (Sec. 1606 of ARRA Act and Sec. 5.030 of this document)
5. Ensure proper accounting and reporting of Recovery Act expenditures in Single Audits.

**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 is 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: [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)*	
<b>Item 1:</b>				
Foreign steel, iron, or manufactured good	_____	_____	_____	
Domestic steel, iron, or manufactured good	_____	_____	_____	
<b>Item 2:</b>				
Foreign steel, iron, or manufactured good	_____	_____	_____	
Domestic steel, iron, or manufactured good				
<b>[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]</b> <b>[Include other applicable supporting information.]</b> <b>[* Include all delivery costs to the construction site.]</b>				

**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 of 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](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](http://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](http://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 State Energy Program is seeking applications for financial assistance supporting the expansion of Michigan based manufacturing plants or companies into energy efficiency technology systems or components or both. .

Minimum Requirements for a Successful Proposal

1. Applicants must establish a reasonable business case that:
  - a. Explains the precise use of state funds included in detailed capital expansion and operating budget. Note: State Energy Program funds cannot be used for construction or repair of buildings or structures.
  - b. Demonstrates the commercial viability of both the manufacturing technique and the product which applicants are proposing to manufacture.
  - c. Demonstrates the capacity to build up, handle logistics, and delivery of a specified quantity of product on schedule.
  - d. Demonstrates energy efficiency in the manufacturing process.
  - e. Provides evidence of how the project will contribute to the state's renewable portfolio standard (RPS).
  - f. Describes how the technology will be deployed within the state.
  - g. Benchmarks the proposed manufacturing techniques to existing competitors.
  - h. Provides testimonials and other supporting documentation from potential customers indicating willingness to support/purchase or an expression of interest in using this technology.
  - i. Identifies major partners, suppliers, or customers with preference to applications with significant Michigan relationships.
  - j. Demonstrates ability to leverage additional resources.
  - k. Applicant must demonstrate consistent compliance with all applicable environmental requirements and having no outstanding unresolved violations.
  - l. Application must include a completed NEPA checklist.
  - m. Provide an estimate of the number of direct jobs created and retained by the proposed activity and an estimate of the number of ancillary jobs that could result from this activity.
  - n. Describe how the activity directly benefits the economy of the state.
2. Be advised that the State Energy Program is subject to special federal terms and conditions in the ARRA. Therefore, recipients are also subject to these terms and conditions related to:
  - a. Reporting, tracking, and segregating incurred/obligated costs;
  - b. Reporting the number of jobs created and preserved;
  - c. Publishing information on the Internet;
  - d. Access to records by Inspectors General and the Government Accountability Office;
  - e. Prohibiting use of funds for gambling establishments, aquariums, zoos, golf courses or swimming pools;

- f. Ensuring that iron, steel and manufactured goods are produced in the United States;
- g. Ensuring wage rates are comparable to those prevailing on projects of a similar character;
- h. Protecting whistleblowers and requiring prompt referral of evidence of a false claim to an appropriate inspector general; and
- i. If applicable, projects must have an approved environmental assessment study in accordance with the NEPA of 1969.

III-B Problem Statement

Michigan’s industrial sector expends nearly 800 trillion BTUs annually or nearly 27 percent of all statewide energy consumption. This energy consumption contributes a significant amount of pollution to the environment. The CEAM Program is designed to provide grants to Michigan based manufacturing plants to diversify into high-growth clean energy sectors and invest in advanced manufacturing of clean energy efficiency systems and components. Many of these manufacturing based plants or companies, however, will need financial assistance in implementing these projects.

III-C Objectives

The objectives of this RFP are to improve the manufacturing capabilities of energy efficiency systems and components in the state. Selected projects will also contribute to the state’s Renewable Portfolio Standard (RPS) and will result in increased deployment of the energy efficiency technology within the state.

III-D Ineligible Projects

A project will be deemed ineligible if it involves research and development, testing, is a pilot project or does not address the areas of interests outlined in section III-E below.

III-E Areas of Interest

This RFP contains multiple Program Areas of Interest as shown below:

<u>Area of Interest</u>	<u>Topic</u>
Area of Interest 1:	Manufacturing of Energy Efficiency Technology Systems
Area of Interest 2:	Manufacturing Components for Energy Efficiency Technologies

1. Area of Interest 1: Manufacturing of Energy Efficiency Technology Systems

Applications under Area of Interest 1 are sought to build, or increase production capacity of next generation energy efficiency technology systems. Examples of eligible technologies are provided below.

- Induction Lighting
- Smart Grid systems
- Mechanical systems (i.e. heating, cooling and ventilation equipment)
- Water heating and pumping systems
- Building control systems
- Electrical power systems (i.e. zone thermostats, office lighting, other)
- Boilers
- Combined heat and power systems (i.e. cogeneration)

Applications should provide evidence of commitment from one or more potential customers to buy product produced at the manufacturing facility. Original Equipment Manufacture (OEM) partners may be included. The type, amount, and duration of the commitment shall be included. Applications that indicate significant interest and intent (at a minimum, letters of commitment and preferably orders) from an energy efficiency technology's customer(s) are preferred and will be given priority. Applications shall also provide evidence of the ability to meet the required production volume to satisfy OEM demand.

Applications shall provide evidence of supplier commitments which clearly indicate their ability or expected ability to supply the projected demand from the energy efficiency technology.

For each award made in this area, recipients are expected to build or increase production capacity of the energy efficiency technology funded within their existing constructed factory's footprint. A production quota is not specified in this RFP; however, applicants must provide the number of units expected to be produced annually. For awards made in this area, recipient must provide an updated analysis of their current and future production rates in their quarterly reports.

Applications shall provide a detailed description of the energy efficiency technology manufacturing process and end product, including materials and performance. The system description must include estimates of energy produced per unit and any available supporting data for the system's specifications and performance claims.

Applications shall address the approach to product recycling in terms of plans for recovery, transportation of (if required), and reuse of materials within the manufacturing process. Analysis shall address the amount of recycled material that will reenter the manufacturing process as well as the anticipated waste material or residue that will be discarded. A business case analysis shall be provided for instances where recycling will not be pursued.

Applications must provide a detailed description of the number and type of potential jobs created and retained by their project. In addition, applicant shall provide an estimate of the ancillary number of jobs created and retained that could result from this activity.

Lastly, the applicant must describe in detail the direct economic benefits this technology to the state.

## 2. Area of Interest 2: Manufacturing of Components of Energy Efficiency Technologies

Applications under Area of Interest 2 are sought to build, or increase production capacity of components for next generation energy efficiency technologies. Examples of eligible technologies are provided below.

- Induction Lighting

- Smart Grid systems
- Mechanical systems (i.e. heating, cooling and ventilation equipment)
- Water heating and pumping systems
- Building control systems
- Electrical power systems (i.e. zone thermostats, office lighting, other)
- Boilers
- Combined heat and power systems (i.e. cogeneration)

Applicants under this Area of Interest must be knowledgeable of technology of materials used in the manufacturing and/or assembly of components for energy efficiency technologies funded.

Applications shall provide evidence of commitment from one or more energy efficiency technology manufacturers to buy components produced at the manufacturing facility. The type, amount, and duration of the commitment must be included. Applications must provide evidence of the ability to meet the required production volume to satisfy energy efficiency technology manufacturer demand.

Further, applicants must identify major partners, suppliers or customers, with advantage shown to applications with significant Michigan relationships.

Applications must provide a detailed description of the number and type of potential jobs created and retained by their project. In addition, applicant shall provide an estimate of the ancillary number of jobs created and retained that could result from this activity.

Lastly, the applicant must describe in detail the direct economic benefits this technology to the state.

### III-F Project Clarifications/Revisions

During the proposal review process, applicants may be contacted for clarification and for the purpose of negotiating changes in project activities, timetables, and budgeted costs. The State Energy Program reserves the right to award funds for an amount other than that requested or request changes to, or clarification of, the proposed project. Information essential for the State Energy Program to meet its reporting obligations under the ARRA must be included in project proposals.

### III-G Acceptance of Proposal Content

The successful applicant will be required to enter into a grant agreement with the State Energy Program within 30 days of being awarded funding. The agreement consists of standard “boilerplate” language, applicant’s work plan, timetable, and budget information, a compensation clause that adheres to guidelines in this solicitation, and terms and conditions that outline some of the contractual requirements. Failure of a selected candidate to accept these obligations will result in cancellation of the award.

The State Energy Program reserves the right to reject any and all proposals received as a result of this project solicitation.

NOTE: If you submitted a CEAM grant application in August 2009 and were not awarded a grant, your proposal may be considered for award through the issuance of this RFP. Please submit a letter of interest to perform the project outlined in the original proposal and respond to the following questions:

1. Describe energy efficiency in the manufacturing process;
2. Provide evidence of how the project will contribute to the state's Renewable Portfolio Standard (RPS); and
3. Describe how the technology will be deployed within the State of Michigan.

You do not need to resubmit the proposal submitted in August, 2009."

III-H Contract Reimbursement for Project Expenditures

Project contracts cannot extend beyond February 15, 2012, with the final billing invoice to be submitted by 4:00 PM on January 15, 2012 to secure full reimbursement. Grant applicants will be expected to make their own payments for materials, equipment, supplies, personnel, or other project expenditures and, subsequently, provide to the State Energy Program detailed requests for reimbursement. These requests will document expenditures made, equipment purchased, and other eligible expenses incurred. The State Energy Program is not liable for any cost incurred by an applicant prior to issuance of a Grant Agreement.

III-I Funding Transparency/ARRA Funds Disclosure

All information provided in pursuit of, and resulting from, this funding opportunity is open to the public.

III-J Due Date

Applications will be accepted starting **April 22, 2010** and must be received no later than 5:00 p.m. on May 14, 2010 at the address listed below. Faxes and electronic submissions will not be accepted.

Bureau of Energy Systems  
611 W. Ottawa  
PO Box 30221  
Lansing, MI 48909  
Attention: Robert Jackson

III-K Payment Schedule

The maximum amount of grant assistance offered is **\$ 15,000,000.00** (Sec. I-D). Progress payments up to a total of 85 percent of the Total Authorized Budget may be made upon submission of a Grantee request indicating grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes in order to comply with this Agreement. The payment of the final 15% of the grant amount shall be made after completion of the project and after the State Energy Program Administrator has received and approved a final report, if applicable. The final payment is also contingent upon the submission of a

final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.

Public Act 279 of 1984 states that the State shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

**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 Energy Program Administrator. The Michigan Department of Energy, Labor, & Economic Growth State Energy Program Administrator shall have final authority over the Agency/Grantee Agreement.
2. Along with continuous liaison with the selected applicant(s), the State Energy Program Administrator will meet as needed with the selected applicant's contact person for the purpose of reviewing progress and providing necessary guidance to the selected applicant(s) in solving problems that arise.
3. Prior to executing any changes to the scope of the project and/or budget, the selected applicant(s) must inform the State Energy Program Administrator in writing outlining the proposed changes.

**IV-B Monitoring and Reporting Program Performance**

The selected applicant(s) will be required to assume responsibility for monitoring and reporting.

1. Monitoring. The selected applicant(s) shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.
2. Monthly Narrative Reports. The selected applicant(s) shall submit monthly narrative reports to the State Energy Program Administrator no later than the 15<sup>th</sup> of the month. The reports should include the following information at a minimum:
  - (a) Name of selected applicant, grant number, and dates of current reporting period.
  - (b) Percent (%) completion of the project objectives.
    - (i) Include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
    - (ii) Explain the type of services provided and the anticipated energy savings as a result of the program.
    - (iii) Include actual expenditures compared to the budget in the Grant Agreement.
  - (c) Noteworthy Accomplishments.
  - (d) Brief description of problems or delays, real or anticipated, which should be brought to the attention of the State Energy Program Administrator.
  - (e) Statement concerning any significant deviation from previously agreed-upon Work Statement, Part III.
3. Financial Status Reports (FSR) and/or Payment Requests. The selected applicant(s) shall submit a signed and dated FSR to the State Energy Program Administrator indicating the amount of funds expended in each line item category of the budget. Financial status reports are due the 15<sup>th</sup> of the month. Payment requests will be submitted as needed.
  - (a) Form #C-108 shall be used for both FSRs and payment requests. Form #C-108 in MS Excel will be electronically provided to selected applicant(s) by the State Energy Program Administrator.
  - (b) Indicate in box #6 on Form #C-108 "Payment Request" or "Financial Status Report." A payment request may be submitted in lieu of or in addition to an FSR.
  - (c) Attach source documentation as specified in Part II, Section II-G, Accounting.



- (d) The expenditure of State funds shall be incurred within the grant period and reported by line item and compared to the budget.
  - (e) In-kind 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.
  - (f) An individual authorized by the organization must sign and date Form #C-108 (box #14).
4. Final Narrative Report. The selected applicant(s) will do the following:
- (a) Submit three (3) copies of the draft of the final report no later than February 12, 2012.
  - (b) After the State Energy Program Administrator has determined the completeness and factual accuracy of the report, the selected applicant(s) shall submit a final copy of the report to the State Energy Program Administrator.
  - (c) The final report shall include the following information at a minimum:
    - (i) Name of selected applicant, grant number and dates of final reporting period.
    - (ii) Percent (%) completion of the project objectives.
    - (iii) A summary of the project implementation plan and any deviations from the original plan as proposed.
    - (iv) The total estimated amount of energy savings for the year, and the basis for the estimation.
    - (v) Project evaluation including the impact of the proposed project on energy efficiency, the economy of Michigan, and the use of energy efficient technologies.
    - (vi) Accomplishments and problems experienced while carrying out project activities.
    - (vii) Coordinated efforts with other organizations to complete the project.
    - (viii) Impacts, anticipated and unanticipated, experienced as a result of project implementation.
    - (ix) Financial expenditures of grant money and other contributions to the project, in-kind or matched funds, and/or direct funding.
    - (x) Any experience in applying the project products and anticipated "next steps."
    - (xi) Actual expenditures compared to the budget in the Grant Agreement, including in-kind or matched funds. Include the basis or reason for any discrepancies.
5. Final Financial Status Report (FSR)/Final Payment Request. The selected applicant(s) shall submit a signed and dated final FSR to the State Energy Program Administrator indicating the amount of funds expended in each line item category of the budget along with the final report by February 15, 2012.
- (a) On Form #C-108, indicate in box #5 "Final."
  - (b) Attach source documentation as specified in Part II, Section II-G, Accounting.
  - (c) The expenditure of State funds shall be incurred within the grant period and reported by line item and compared to the budget.
  - (d) In-kind 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.

An individual authorized by the organization must sign and date Form #C-108 (box #14).

**PART V**  
**INFORMATION REQUIRED FROM APPLICANT**

V-A Format

Grant proposals must be typed in a 12 point font with no more than 40 numbered double-spaced pages. The page count includes any cover page, and/or attachments, but does not include the executive summary or resumes. Hard copy proposal must be double-sided, and must have an original signature.

All proposals must include an executive summary. The executive summary should be placed at the beginning of the proposal, must not exceed six pages, and should include the name of the organization, the amount of grant funds requested, and an outline of the proposed project at a minimum. Initial screening of the executive summaries will be conducted to insure applicants and projects are eligible.

Applicant(s) must provide responses to each section below. Please follow the format identified by stating the section number and title followed by the response. Be as descriptive as possible and answer each question in its entirety. Some questions have multiple components. Questions that do not apply should be answered NA.

V-B Identification of Organization

State the full name and address of the organization, the organization's federal identification number, the telephone and fax number, and if applicable provide the names, addresses, electronic mail addresses and telephone numbers of person(s) that will perform, or assist in performing, the work hereunder.

V-C General Project Information

Please provide the following project information: project title, the start date and anticipated project completion date, subcontract signature dates, anticipated equipment/system design completion date, equipment installation date, project address (if different from above provided mailing address), and the name, title, phone, fax, and e-mail of project contact (if different from above authorized negotiator).

Clearly indicate the facility/building site for the project is currently occupied and has long range plans for continuous use.

V-D Authorized Negotiator

State the name of one (1) contact person, his/her telephone and fax number, and electronic mail address. The contact person MUST be authorized to be the negotiator for the proposed Grant Agreement with the State.

V-E Management Summary

1. Describe the management procedure that will be used by the organization to accomplish set goals. For multi-organization projects, describe the roles and the work to be performed by each participant, business, agreements between the applicant and participants, and how the various efforts will be integrated and managed.
2. Describe how the organization will coordinate with other organizations to accomplish set goals.

3. Explain how staff will be trained and monitored.
4. Describe the organization's quality control measures.
5. Indicate the type of accounting systems/software the organization will use to account for grant funds.
6. Indicate whether the organization prepares financial statements and how often.
7. Describe the organization's internal control over accounting.
8. Indicate whether the organization performs internal audits of its operations.
9. Include a detail organizational chart including names and titles of all managers/supervisors that will contribute in any way to the project.

V-F Project Objectives

Provide a clear, concise statement of the objectives of the proposed project. Also include objective(s) for each phase of the work.

V-G Project Scope of Work

State in succinct terms the "Area of Interest" addressed by this proposal, see Part III, Section III-E.

V-H Work Plan

1. Describe in narrative form the work plan and project schedule with required tasks for accomplishing the work proposed.
2. Indicate and justify the estimated number of staff (managers/supervisors) that will spend time working on the project, and provide a description of the work to be performed.
3. Provide a discussion of the proposed timeline which is correlated with the task required to complete the work. For each task identified include a title and planned completion date, milestone should be quantitative and show progress toward budget period and/or project goals.
4. Describe in detail the following where applicable:
  - a. The commercial viability of both the manufacturing technique and the product which applicants are proposing to manufacture.
  - b. The capacity to build-up, handle logistics, and delivery of a specified quantity of product on schedule.
  - c. Benchmark the proposed manufacturing techniques to existing competitors i.e. compare and contrast proposed technique to standard practices.
  - d. Evidence of (1) commitment from one or more potential customers of the Area of Interest; (2) commitment from one or more energy efficiency technology system manufacturers to buy components produced at the

manufacturing facility. The type, amount, and duration of the commitment must be included; or (3) commitment from multiple industry partners involved in existing energy efficiency technology systems.

- e. Evidence of supplier commitment that clearly indicates their ability or expected ability to supply the projected demand to build and/or assemble the energy efficiency technology.
- f. Demonstrates energy efficiency in the manufacturing process.
- g. Provides evidence of how the project will contribute to the state's renewable portfolio standard (RPS) and how the technology will be deployed within the state.
- h. A detailed description of the energy efficiency technology manufacturing process and end product, including materials and performance. The system description must include estimates of energy produced (or expected) per unit and any available supporting data for the systems specifications and performance claims.
- i. The approach used for product recycling in terms of plans for recovery, transportation (if required), and reuse of materials within the manufacturing process. Analysis shall address the amount of recycling material that will be reused in the manufacturing process, as well as the anticipated materials or waste that will be disposed. A business case analysis shall be provided for instances where recycling will not be pursued.
- j. Identifies major partners, suppliers, or customers with preference to applications with significant Michigan relationships.
- k. Demonstrates ability to leverage additional resources.
- l. Description of the applicant's experience in conducting the type of work proposed. Include activities and activities for the previous five (5) years.
- m. Applicant must demonstrate consistent compliance with all applicable environmental requirements and having no outstanding unresolved violations.
- n. Describe energy efficiency in the manufacturing process.
- o. Provide evidence of how the project will contribute to the state's Renewable Portfolio Standard (RPS).
- p. Describe how the technology will be deployed within the State of Michigan.

5. Describe how the project will be measured and evaluated to determine success.

V-I Personnel

Applicants must be able to staff a project team that clearly possesses talent and experience in conducting the type of work proposed. In the narrative, identify the authorized contact person and key personnel to be involved with this project, by name and title, and provide their qualifications. Also, provide the Issuing Office with a résumé for each person listed on the budget, including persons listed under in-kind or matched funds.

If other organizations will be playing a role in the proposed project in coordination with this grant, provide sufficient background information on them in order to give the Issuing Office a reasonable understanding of their qualifications.

V-J Timeline

Applicants are required to provide a timeline for completing the planned activities and tasks for their grant project from July 1, 2010 to February 15, 2012.

V-K Budget Consideration

To enable the Issuing Office to evaluate all project costs, applicants shall submit a proposed budget *and* a corresponding budget narrative, in accordance with the format and timeline for this project.

Special consideration will be given to those projects that can match State funds with In-kind funds or match dollars to complement the program. In-kind funds or match dollars will be accounted for at each progress report submission, payment request submission and with the submission of the grantee's final report. In-kind and match dollars must be supported with documents as stated in Section II-G Accounting.

A budget narrative must be provided that identifies the budget line item and number, provides a detailed description for each, and includes individual unit prices (refer to Attachment 8).

V-L Waste Management Plan

Applicant(s) must additionally submit a waste management plan addressing waste generated by each proposed project prior to funding the project. This waste management plan will describe the plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, lead paint, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed project. The BES shall make the waste management plan and related documentation available to DOE on request (for example, during a post-award audit). Applicant(s) shall ensure that the project complies with all Federal, state and local regulations for waste disposal.

V-M Additional Information and Comments

Include in this section any other information that is believed to be pertinent, but not specifically requested elsewhere in this RFP. In addition, the applicant must confirm all requirements of the Addendum to Part II – General Provisions as attached are met.

V-N Certification of Proposal

Please sign the proposal and include the following language:

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

Certified by: \_\_\_\_\_  
Authorized Signatory and Title  
Name of Organization  
Telephone Number  
Fax Number  
Email Address

## **PART VI SELECTION CRITERIA**

All proposals received shall be subject to an evaluation by the Issuing Office. The evaluation will be conducted to select an organization to perform the proposed grant project within the established timeline. Initial screening of the executive summaries will be conducted to insure applicants and projects meet eligibility requirements.

All proposals will receive an initial screening to ensure that the eligibility criteria are met. Proposals failing to meet the eligibility requirements described in Part I, I-B or those which are considered ineligible in Part III, Section III-D will be rejected automatically. Proposals meeting the eligibility requirements will be evaluated according to the selection criteria below.

### **Total points equal 100.**

#### **VI-A Experience of organization and project team (10 points):**

1. Length of time project team has been involved with the project (5 points).
2. Coordination with other organizations (5 points).

#### **VI-B Management summary (15 points):**

1. Is the management team qualified to carry out the project (5 points)?
2. Effectiveness of quality control measures (5 points).
3. Adequacy of internal control over accounting (5 points).

#### **VI-C Proposed project (30 points):**

1. Does the project scope of work address the objective of RFP i.e. enable applicant to diversify into high-growth clean energy sectors and invest in advanced manufacturing of energy efficiency technology systems and components (5 points)?
2. Will program provide economic benefits, job growth and/or job retention for those who live and work in Michigan (5 points)?
3. Will project have a significant impact on Michigan's economy (10 points)?
4. Potential for the project to advance manufacturing of energy efficiency technology systems, develop or improve advance manufacturing techniques, and/or result in recommending improvements in existing energy efficiency technologies. (10 points).

#### **VI-D Work plan (20 points):**

1. Are project objectives clearly defined (1 point)?
2. Reasonableness of timeline for completion of project (2 points).
3. The quality of the plan to develop and implement the project (2 points).

4. Evidence of build-up, handle logistics, and delivery of a specified quantity of product on schedule (3 points).
5. Letter(s) of commitment from (1) one or more potential customers of the Area of Interest or (2) one or more energy efficiency technology system manufacturers to buy components produced at the manufacturing facility or (3) evidence of supplier commitment which clearly indicates their ability or expected ability to supply the projected demand to build and/or assemble the energy efficiency technology (3 points).
6. The approach used for product recycling in terms of plans for recovery, transportation of (if required), and reuse of materials within the manufacturing process. Analysis shall address the amount of recycling material that will reenter the manufacturing process as well as the anticipated waste materials or residue that will be disposed. A business case analysis shall be provided for instances where recycling will not be pursued. (2 points).
7. Is the proposed advanced manufacturing technique unique and next generation (2 points)?
8. Evidence of ability to leverage additional resources. (5 points)

**VI-E NEPA Checklist (5 points):**

1. Completed NEPA Checklist (5 points)

**VI-F Budget (20 points):**

1. Budget line items are reasonable and detailed as requested (5 points).
2. Ability to minimize administrative and overhead costs (5 points).
3. The ability to leverage additional funds (10 points). Points will be awarded as follows:
  - 80% - 100% = 10 points
  - 60% - 79% = 7 points
  - 40% - 59% = 5 points
  - 20% - 39% = 3 points
  - 1% - 19% = 1 points
  - <1% = 0 points

**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).

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)

<b>DOE Contract/Award #</b>	<b>DOE Awarding Office</b>	<b>Start Date</b>	<b>End Date</b>	<b>Total Value</b>
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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 600.31 1. If this block is checked, complete the survey below.

<b>Accounting System Survey</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
1. Is your Accounting System in accordance with Generally Accepted Accounting Principles applicable to the circumstances?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Accounting System provides for:			
a. Segregation of direct costs from indirect costs.	<input type="checkbox"/>	<input type="checkbox"/>	<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.
  - e. A timekeeping system that identifies employees' labor by intermediate and final cost objectives.
  - f. A labor distribution system that charges direct and indirect labor to appropriate cost objectives.
  - g. Interim (at least monthly) determination of costs charged to a project through routine posting of books of account.
  - h. Excluding costs charged to Government projects which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other provisions.
  - i. Identification of costs by project line item and by units (as if each unit or line item were a separate project) if required by the proposed award.
3. Is the Accounting System designed, and are the records maintained in such a manner that adequate, reliable data are developed for use in developing cost proposals?
4. Is the Accounting System currently in full operation?

**ATTACHMENT 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.	<b>Are all reimbursement requests reviewed by a responsible official to ensure that they are in agreement with the accounting records?</b>				
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### ATTACHMENT 3

## **BUREAU OF ENERGY SYSTEMS / STATE HISTORIC PRESERVATION OFFICE Application for Section 106 Review**

BES/SHPO Use Only					
<input type="checkbox"/>	IN	Received Date	___ / ___ / ___	Log In Date	___ / ___ / ___
<input type="checkbox"/>	OUT	Response Date	___ / ___ / ___	Log Out Date	___ / ___ / ___
		Sent Date	___ / ___ / ___		

*Submit one copy for each project for which review is requested. This application is required. Please type. Applications must be complete for review to begin. Incomplete applications will be sent back to the applicant without comment. Send only the information and attachments requested on this application. Materials submitted for review cannot be returned. Due to limited resources we are unable to accept this application electronically.*

### **I. GENERAL INFORMATION**

THIS IS A NEW SUBMITTAL

- a. Organization Name:
- b. Organization Address (if available):
- c. Municipal Unit:   County:   Township:
- d. Federal Agency, Contact Name and Mailing Address (*If you do not know the federal agency involved in your project please contact the party requiring you to apply for Section 106 review, not the SHPO, for this information.*):
- e. State Agency (if applicable), Contact Name and Mailing Address:
- f. Consultant or Applicant Contact Information (if applicable) *including mailing address*:

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### **II. GROUND DISTURBING ACTIVITY (INCLUDING EXCAVATION, GRADING, TREE REMOVALS, UTILITY INSTALLATION, ETC.)**

DOES THIS PROJECT INVOLVE GROUND-DISTURBING ACTIVITY? YES NO (If no, proceed to section III.)

Exact project location must be submitted on a USGS Quad map (portions, photocopies of portions, and electronic USGS maps are acceptable as long as the location is clearly marked).

- a. USGS Quad Map Name:
- b. Township:   Range:   Section:
- c. Description of width, length and depth of proposed ground disturbing activity:
- d. Previous land use and disturbances:
- e. Current land use and conditions:
- f. Does the landowner know of any archaeological resources found on the property? YES NO  
Please describe:

### III. PROJECT WORK DESCRIPTION AND AREA OF POTENTIAL EFFECTS (APE)

**Note: Every project has an APE. For further information on locating an APE visit:**  
<http://mishporehab.wordpress.com/faq/>

- a. Provide a detailed written description of the project (plans, specifications, Environmental Impact Statements (EIS), Environmental Assessments (EA), etc. **cannot** be substituted for the written description):
- b. Provide a localized map indicating the location of the project; road names must be included and legible.
- c. On the above-mentioned map, identify the APE.
- d. Provide a written description of the APE (physical, visual, auditory, and sociocultural), the steps taken to identify the APE, and the justification for the boundaries chosen.

### IV. IDENTIFICATION OF HISTORIC PROPERTIES

- a. List and date **all** properties 50 years of age or older located in the APE. If the property is located within a National Register eligible, listed or local district it is only necessary to identify the district:
- b. Describe the steps taken to identify whether or not any **historic** properties exist in the APE and include the level of effort made to carry out such steps:
- c. Based on the information contained in "b", please choose one:  
Historic Properties Present in the APE  
No Historic Properties Present in the APE
- d. Describe the condition, previous disturbance to, and history of any historic properties located in the APE:

### V. PHOTOGRAPHS

**Note: All buildings or structures 50 years of age or older are required to have photographs and must be keyed to a localized map. Faxed or photocopied pictures are not acceptable.**

- a. Provide photographs of the site itself.
- b. Photographs are required of the interior of the building or structure if the project entails alterations to the interior.

### VI. DETERMINATION OF EFFECT

No historic properties affected based on [36 CFR § 800.4(d)(1)], please provide the basis for this determination.

No Adverse Effect [36 CFR § 800.5(b)] on historic properties, explain why the criteria of adverse effect, 36 CFR Part 800.5(a)(1), were found not applicable.

Adverse Effect [36 CFR § 800.5(d)(2)] on historic properties, explain why the criteria of adverse effect, [36 CFR Part 800.5(a)(1)], were found applicable.



## ATTACHMENT 4

GO-EF1  
(2/06/02)

### U.S. DEPARTMENT OF ENERGY GOLDEN FIELD OFFICE



#### ENVIRONMENTAL CHECKLIST

#### (To Be Completed by Potential Recipient)

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

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

#### **PART I: General Information**

Project Title: Clean Energy Advanced Manufacturing

Solicitation Number: DE-EE0000166

1. Please describe the intended use of DOE funding in your proposed project. For example, would the funding be applied to the entire project or only support a phase of the project? Describe the activity as specifically as possible, i.e. planning, feasibility study, design, data analysis, education or outreach activities, construction, capital purchase and/or equipment installation or modification.
2. Does any part of your project require review and/or permitting by any other federal, state, regional, local, environmental, or regulatory agency?  Yes  No  
If yes, please provide a list of required reviews and permits in the appropriate item number in Part II.
3. Has any review (e.g., NEPA documentation, permits, agency consultations) been completed?  Yes  No  
If yes, is a finding or report available and how can a copy be obtained?
4. Is the proposed project part of a larger scope of work?  Yes  No If yes, please describe.

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

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

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

**PART II: Environmental Considerations**

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

Item No.	Description	Yes/No	Specific nature or type of activity or condition. If a consultation, approval, or permit applies, please describe.
1	<a href="#">Clearing or Excavation</a> (indicate if greater than 1 acre)		
2	<a href="#">Dredge and/or Fill</a> . Specify the number of acres involved.		
3	<a href="#">New or Modified Federal/State Permits</a> And/or Requests for Exemptions		
4	<a href="#">Pre-Existing Contamination</a>		
5	<a href="#">Asbestos</a>		
6	<a href="#">Criteria Pollutants</a>		
7	<a href="#">Non-Attainment Areas</a>		
8	<a href="#">Class I Air Quality Control Region</a>		
9	<a href="#">Navigable Air Space</a>		
10	<a href="#">Areas with Special Designation</a> (e.g., National Forests, Parks, Trails)		
11	<a href="#">Prime, Unique or Important Farmland</a>		
12	<a href="#">Archeological/Cultural Resources</a>		
13	<a href="#">Threatened/Endangered</a> Species and/or Critical Habitat		
14	<a href="#">Other Protected Species</a> (Wild Burros, Migratory Birds)		

15	<a href="#">Floodplains</a>		
16	<a href="#">Special Sources of Groundwater</a> (e.g., Sole Source Aquifer)		
17	<a href="#">Underground Extraction/Injection</a> (non-hazardous substances)		
18	<a href="#">Wetlands</a>		
19	<a href="#">Coastal Zones</a>		
20	<a href="#">Public Issues or Concerns</a>		
21	<a href="#">Noise</a>		
22	<a href="#">Depletion of a Non-Renewable Resource</a>		
23	<a href="#">Aesthetics</a>		

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

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

Item No.	Description	Yes/No	Quantity	Permit required? Type?	Specific type, use, or condition
1	<a href="#">Polychlorinated Biphenyls</a> (PCBs)				
2	<a href="#">Import, Manufacture, or Processing of Toxic Substances</a>				
3	<a href="#">Chemical Storage, Use, and Disposal</a>				
4	<a href="#">Pesticide Use</a>				
5	<a href="#">Hazardous, Toxic, or Criteria Pollutant Air Emissions</a>				
6	<a href="#">Liquid Effluent</a>				
7	<a href="#">Underground Extraction/Injection</a> (hazardous substances)				

8	<a href="#">Hazardous Waste</a>				
9	<a href="#">Underground Storage Tanks</a>				
10	<a href="#">Biological Materials</a> . Indicate if genetically altered materials are involved.				

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

Item No.	Description	Yes/No	Quantity	Permit required? Type?	Specific nature of use
1	<a href="#">Radioactive Mixed Waste</a>				
2	<a href="#">Radioactive Waste</a>				
3	<a href="#">Radiation Exposures</a>				

### Part III: Contact Information

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

Preparer \_\_\_\_\_ Telephone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

Contact \_\_\_\_\_ Telephone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

## ATTACHMENT 5

### Budget Instructions

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

**A fifty percent (50%) match is required** of the total allowable project costs (i.e. the sum of the State Energy Program share and the recipient share of allowable costs equals the total allowable project costs).

Disallowed costs include but are not limited to the following: sick pay, vacation pay, holiday pay, payroll taxes, vehicles, computers, real property (e.g. land and buildings) parking, tuition reimbursement/remission, vehicle allowance, car rental, seminars, conferences, meetings, subscriptions, dues, memberships, and repair of buildings and structures.

Grant funds are restricted to the purchase of equipment and contractual services. Equipment is defined as non-expendable personal property having a useful life of more than one year and a real cost of \$1,000 or more.

Grant funds may not be used for personnel salaries/wages and fringe benefits, supplies and materials, travel, other direct costs (excluding equipment and contractual services), or indirect costs, however, these costs are allowable as applicant match.

State of Michigan travel rates must be used for all travel expenses (see Attachment 9).

#### **Instructions:**

1. Applicant(s) must use the Approved Budget form available online ([Click Here](#)). All budget categories must be addressed. Please use "NA" or "None" to indicate there are no costs associated with a given budget category.
2. Personnel – include all staff performing work on the grant project. For each staff person, provide their name, job title, annual salary/wages, and percent of time dedicated to the grant project.
3. Fringe Benefits – allowable benefits typically include health insurance, dental insurance, and optical insurance. For each listed staff person, provide their fringe benefit rate, and confirm their annual fringe benefit cost. Note, applicant(s) will be required to detail/justify the fringe rates given in their proposed budget prior to a grant agreement being finalized.
4. Contractual Services – include all anticipated service contracts required for the project. Provide the vendor or contract name, the service to be provided, and the dollar amounts to be paid using grant funds and matching funds.
5. Supplies & Materials – include items costing less than \$1,000 per unit. Provide the item, unit cost, and quantity of units. Confirm the matching funds amount.
6. Equipment – include items costing \$1,000 or more per unit and having a useful life of one year or more. Provide the item, unit cost, quantity of units, and the dollar amounts to be paid using grant funds. Confirm the matching funds amount.
7. Other Direct Costs - include all other known direct costs not otherwise categorized or disallowed. Provide the title/name and the cost of each item/service listed.
8. Travel – include all mileage, lodging, meals, and other known travel costs. Provide travel costs separately as mileage, lodging, meals, and other known travel costs. State of

Michigan travel rates must be used (see Attachment 9), and out-of-state travel must be directly related to the grant project and approved by the State Energy Program Administrator.

9. Indirect Rate – Provide the indirect rate used by applicant's organization as a percentage of total personnel and fringe benefits. Confirm the resulting dollar amount for matching funds. Note, applicant(s) will be required to detail/justify their indirect rate given in their budget prior to a grant agreement being finalized.
10. Totals – confirm the total dollar amounts for each listed line item and each column.

**Additional Budget Information:**

2. At such time that proposals are approved by the DELEG, modifications of proposals may be necessary. If the DELEG does not award the total amount requested in the original proposal, selected applicant(s) will be required to submit a revised proposal for the purpose of entering into a Grant Agreement. For those receiving less than requested in their proposals, the proportion of direct costs to indirect costs will remain the same as in their original request. New line items to the revised budget are not allowed.
3. Selected applicant(s) assumes the responsibility for ensuring the grant project is performed within the established timeline.
4. Selected applicant(s) assumes the responsibility of ensuring all unexpended grant funds are returned to the State of Michigan at the end of the grant period.
5. If the entire State share of the grant award is expended, the entire in-kind and/or matched funds must be spent and supported by source documentation. If the entire State share of the grant award is not spent, the in-kind and/or matched funds may be reduced proportionately by the percentage of the grant award not spent.
6. Indirect costs *must be proportionately reduced* if the selected applicant(s) does not expend the entire grant award by the end of the grant term. The adjustment for the reduction shall be calculated by determining the percentage of the grant not spent. This percentage is the amount to be reduced from the indirect costs total. Indirect costs shall be based on a percentage of the budget line items listed under the State share column. Indirect costs must be utilized for this grant within the established timeline.
7. Selected applicant(s) may not commingle grant award funds with current or future grant funds received from the SEP. Grants from each funding source must be managed, reported, and accounted for separately from all funding sources.
8. Should selected applicant(s) cease business operations or dissolve the program established under the grant agreement, existing capital must be returned to the state of Michigan.

## ATTACHMENT 6

# FINAL DAVIS BACON ACT (DBA) CLAUSES AS APPROVED BY THE DEPARTMENT OF LABOR (DOL) FOR USE IN FINANCIAL ASSISTANCE PROGRAMS OTHER THAN WEATHERIZATION ASSISTANCE PROGRAMS AND LOAN PROGRAMS

November 6, 2009

### **Clause XXX. Davis Bacon Act and Contract Work Hours and Safety Standards Act.**

**Definitions:** For purposes of this clause, Clause XXX, Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:

- (1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.
- (2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."
- (3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.
- (4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
- (5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- (6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.
- (7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

#### **(a) Davis Bacon Act**

##### **(1) Minimum wages.**

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the

rate specified for each classification for the time actually worked therein, *provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under



the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid

fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**(b) Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## **ATTACHMENT 7**

### **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](http://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.





					\$
<b>CONTRACTUAL SERVICES Subtotal</b>				\$	\$
				-	-
<b>SUPPLIES AND MATERIALS</b>	<b>UNIT</b>	<b>UNIT</b>	<b>GRANT</b>	<b>MATCH</b>	
<b>SUPPLIES &amp; MATERIALS (itemize)</b>	<b>QUANTITY</b>	<b>COST</b>	<b>AMOUNT</b>	<b>AMOUNT</b>	<b>TOTAL</b>
			NA	\$	\$
			NA	-	-
			NA	\$	\$
			NA	-	-
			NA	\$	\$
			NA	-	-
			NA	\$	\$
			NA	-	-
<b>SUPPLIES AND MATERIALS Subtotal</b>				\$	\$
				-	-
<b>EQUIPMENT (any item over \$1000)</b>	<b>UNIT</b>	<b>UNIT</b>	<b>GRANT</b>	<b>MATCH</b>	
<b>EQUIPMENT (itemize)</b>	<b>QUANTITY</b>	<b>COST</b>	<b>AMOUNT</b>	<b>AMOUNT</b>	<b>TOTAL</b>
				\$	\$
				-	-
				\$	\$
				-	-
				\$	\$
				-	-
				\$	\$
				-	-
<b>EQUIPMENT Subtotal</b>			\$	\$	\$
			-	-	-
<b>OTHER DIRECT COSTS</b>		<b>COST</b>	<b>GRANT</b>	<b>MATCH</b>	
			<b>AMOUNT</b>	<b>AMOUNT</b>	<b>TOTAL</b>
			NA	\$	\$
			NA	-	-
			NA	\$	\$
			NA	-	-
			NA	\$	\$
			NA	-	-
			NA	\$	\$
			NA	-	-
<b>OTHER DIRECT COSTS Subtotal</b>				\$	\$
				-	-
<b>TRAVEL</b>	<b>MILES</b>	<b>RATE</b>		<b>MATCH</b>	<b>TOTAL</b>
<b>MILEAGE</b>		\$	NA	\$	\$
		0.362		-	-
	<b>NIGHTS</b>	<b>RATE</b>			
<b>LODGING</b>			NA	\$	\$
				-	-
	<b>QUANTITY</b>	<b>RATE</b>			
	(days)				
<b>MEALS</b>			NA	\$	\$
				-	-



**ATTACHMENT 9**

**State Travel Rates**

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

**MICHIGAN SELECT CITIES \***

Meals and Lodging	
Lodging**	\$65.00
Breakfast	8.75
Lunch	8.75
Dinner	21.00

**IN-STATE ALL OTHER**

Meals and Lodging	
Lodging **	\$65.00
Breakfast	7.25
Lunch	7.25
Dinner	16.50

**OUT-OF-STATE SELECT CITIES \***

Meals and Lodging	Contact Conlin Travel
Lodging **	for reservations
Breakfast	11.00
Lunch	11.00
Dinner	22.00

**OUT-OF-STATE ALL OTHER**

Meals and Lodging	Contact Conlin Travel
Lodging **	for reservations
Breakfast	8.75
Lunch	8.75
Dinner	20.50

Incidental Costs per day (with overnight stay) \$2.00

**Mileage Rates -**

Standard Rate \$362 per mile

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

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

<b>MICHIGAN SELECT CITIES AND COUNTIES</b>	
CITIES	COUNTIES
<b>Benton Harbor Charlevoix Detroit Mackinac Island Petoskey St. Joseph</b>	<b>All of Wayne All of Oakland</b>

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