



MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY

**REQUEST FOR PROPOSALS COMMUNITY POLLUTION
PREVENTION FUND GRANT PROGRAM**

February 3, 2021

Michigan.gov/P2

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The Michigan Department of Environment, Great Lakes, and Energy (EGLE) shall not discriminate against any individual or group, on the basis of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. Questions or concerns should be directed to EGLE, Office of Human Resources, P.O. Box 30473, Lansing, Michigan 48909.

I. GRANT INFORMATION

A. Grant Description

In fiscal year (FY) 2021, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) will provide matching grants to wastewater treatment plants (WWTP) to reduce the number of sanitary sewerage overflows (SSOs), volume of gallons discharged into the environment, grid energy consumption, to aid in phosphorus removal from wastewater ponds, and support Governor Whitmer's Climate Change priorities.

B. Grant Objectives

Community pollution prevention fund grant objectives include:

- Increase resiliency of sanitary sewer systems to climate change induced increases in annual rainfall and extreme weather events.
- Reduce the number of SSOs and the volume of gallons discharged into the environment. Grant funding can be used to install programmable logic controller (PLC) or supervisory control and data acquisition (SCADA) systems, at an operations critical pump station location(s) of the sewer collection system. Or for the purchase and installation of a backup generator for a critical pump station that has exhibited historical SSOs.
- Reduce on grid energy consumption and aid in phosphorus removal from wastewater ponds by utilizing grant funding to install solar powered mixers in wastewater ponds. This equipment uses solar power instead of grid power. Benefits derived from their installation typically include phosphorus reduction in the effluent, when used in conjunction with a chemical feed system.

C. Eligible and Ineligible Applicants

Eligible applicants are Michigan based local governments - WWTPs classified pursuant to Part 41 of the Natural Resources and Environmental Protection Act, 1994 PA 451, by EGLE as either a D, L1 or L2, or SC facility waster stabilization lagoon system.

All grant applicants must follow electronic submission and vendor registration requirements as requested by the program.

Applicants cannot appear on the Federal Debarment and Suspension List. The list can be searched through the federal System for Award Management (www.SAM.gov).

Be in good standing with EGLE programs. Within the 24 months immediately preceding the RFP:

- No EGLE grant terminated for cause.
- No demonstrated inability to sign an agreement in a timely fashion, manage a grant, or meet the obligations in a project with EGLE.

Applicants selected for funding may be required to submit a comprehensive financial audit that was conducted within 24 months prior to the execution of the grant agreement. If a financial audit is not available or performed the likelihood of being selected for funding will be diminished.

D. Eligible Projects

The following community pollution prevention categories are available for funding. The Applicant shall indicate a category(s) for the project requesting grant funds.

1. Equipment. Projects may request up to \$25,000 for equipment such as:
 - Solar powered mixers
 - Programmable logic controller (PLC)
 - Supervisory control and data acquisition (SCADA) systems
 - Backup generator for a critical pump station

E. Eligible and Ineligible Grant Activities

The following activities are eligible under the 2021 Community Pollution Prevention Fund Grant Program:

- Purchasing eligible equipment
- Purchasing eligible equipment replacement
- Processing equipment needs
- Equipment installation

The following activities are ineligible under the 2021 Community Pollution Prevention Fund Grant Program; this list may not be exhaustive:

- Funding under this program cannot be used for the purchase of equipment to expand a facility.
- Administer projects that are a part of a grantee's regulatory responsibility.
- Implement other activities deemed inappropriate under contract management standards.
- Lobby or directly influence legislative decision-making.

F. Funding Source and Availability

The Community Pollution Prevention Fund Grant Program has up to \$200,000 available for grants in FY 2021, through the Community Pollution Prevention Fund created in Initiated Law 1 of 1976, Section 445.573f.

Maximum grant funding amount per applicant is \$25,000. Grantees are required to provide matching funds at least equal to 25 percent of the total grant budget. Local match funding may be greater than 25 percent of the total grant budget. Grantees may be offered partial funding. Grants will be paid through a reimbursement process. EGLE may add or subtract money from this grant program at its discretion.

All grant and matching funding may only be used for eligible items. Local match funding contributions can come from private, non-profit, foundation, municipal or other partners. Potential local match funding sources may include other grants, bond monies, loans, cash, public partnerships, public/private partnerships, etc. Funds under this award cannot be used for matching funds for other state or federal grants, lobbying, or intervention in state or federal regulatory or adjudicatory proceeding and cannot be used to sue the state or federal government or any other government entity. Likewise, a recipient may not use state or federal funds as matching funds for the 2021 Program, federal Supplemental Environmental Project Funds, or Supplemental Environmental Projects required under a consent order.

The matching fund amount must equal at least 25 percent of the total project budget. The matching fund amount can be greater than 25 percent of the total grant budget. The grant amount requested cannot exceed the amount identified in the grant category selected or \$25,000. If the match amount is divided by the total project budget, the result must be equal to or greater than 25 percent.

For example, if the grant amount requested is \$5,000, the match amount would have to be at least \$1,666.67 and the total project budget would be \$6,666.67. If the grant amount requested is \$10,000, the match amount would have to be at least \$3,333.33, and the total project budget would be \$13,333.33. If the grant amount requested is \$25,000, the match amount would have to be at least \$8,333.33, and the total project budget would be \$33,333.33 and so on.

G. Non-Duplicative Programs

Funds from the 2021 Program cannot be used to supplant federal, state, or local financial commitments.

H. Evaluation and Selection Criteria

The applicants will be evaluated and selected based on the criteria listed below:

- The proposal supports the grant objectives outlined above.
- The proposal contains the best supporting data, including previous year's electric bills, discharge monitoring reports (DMRs) and a short summary of each SSO event (when and where discharged to, gallons discharged, duration of discharge, cause of discharge, etc.) that occurred within the last year.
- Wastewater authorities that serve at-risk communities (low-income per capita) and that have challenges in meeting their permitted phosphorus effluent limit.
- Projects that can be completed on time, according to the project schedule.
- The grant recipient must be able to enter into a legal agreement with the State of Michigan and good standing with EGLE.
- All grant applicants must follow electronic submission and vendor registration requirements as requested by the program.
- All grant applicants must submit a complete application by, as described below in the section titled "Required Application Components."

I. Project Clarification/Revisions

During the grant review process, applicants may be contacted for clarification, and for the purpose of negotiating changes in project activities, timetable, and grant amounts. EGLE reserves the right to award grants for amounts other than those requested and/or request changes to, or clarification of, the proposed work plan.

J. Acceptance of Proposal Content

Successful applicants will be required to enter into a standard grant agreement with EGLE. Project costs incurred prior to entering into an agreement signed by both parties will not be reimbursed. There will be limited opportunities for negotiation prior to entry of a grant agreement. Opportunities to modify a signed agreement will also be limited.

Failure of a successful applicant to accept the obligations outlined in the standard agreement may result in withdrawal of the grant. EGLE reserves the right to offer partial funding for any approved applicants. If partial funding is offered to an approved applicant, the applicant will be required to provide the necessary matching funds needed to complete the project. The original application becomes part of the grant agreement, along with changes that may occur during contract negotiation. Additional requirements relevant to an individual project may be specified in the grant agreement. The grant agreement will stipulate a project period during which the project must be completed, and all expenditures must be made. Successful applicants (grantees) must be prepared to agree to the following minimum agreement conditions:

Grant reimbursements will be for identified expenditures in the grant agreement, not to exceed the awarded grant amount, less a five percent retention amount that will be released upon approval of the final report. Grantees must agree to supply data related to the project for up to five years from the project end date as requested by EGLE.

Grants are paid through a reimbursement process. All grantees will submit proof of payment (i.e., canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods to EGLE proving that the vendor has been paid prior to receiving reimbursement from the grant program. Reimbursement may be requested quarterly in conjunction with required progress reports.

Agreement Boilerplate Language: See attached standard Grant Agreement language in Appendix B.

K. Grant Agreement Requirements

Successful applicants will be required to meet and abide by all applicable requirements specified in this RFP including those specified in the grant agreement boilerplate. The draft agreement boilerplate is attached to this RFP as Appendix B.

L. Confidentiality

All information and materials regarding this grant are subject to the Freedom of Information Act. If the grantee selects to provide business sensitive information that may be exempt from

disclosure under The Freedom of Information Act, Act 442 of 1976, Legislature.Mi.Gov/doc.aspx?mcl-15-243 the applicant shall clearly describe the reason for the requested exemption and identify the information for which the exemption is requested.

II. INSTRUCTIONS FOR GRANT PROPOSAL

A. Contents

Appendix A contains the checklist, cover sheet, and grant application that you must use to complete your proposal. Directions for each portion are included in this RFP.

Your proposal will consist of the following sections:

- Grant Proposal Cover Sheet
- Grant Proposal Template
- Copy of Current Full Audit Completed by a Certified Public Accountant.
- Letters of Commitment (if applicable)

B. Grant Proposal Cover Sheet

Complete the Grant Proposal Cover Sheet form. The cover sheet will become page one of the application.

C. Grant Proposal Template

Complete the Grant Proposal Template. This will be attached after the cover page. All supporting documents should be attached after the full template.

- **Budget**

Complete the budget in the Grant Proposal Template.

- All costs identified in the budget must be eligible grant costs.
- Include a price quote for any item(s) to be purchased.
- No staff costs will be funded.
- No fringe benefits will be included.
- Contractual services may be included.
- Project Supplies and Materials will not be included.
- Travel costs will not be included.
- Indirect costs will not be included.
- Local Match is a financial commitment made by the grant recipient and other local organizations to help implement the project. Local match is required of all applications. Labor, in-kind services, cash, and materials can count as match, and the following applies:
 - a. Whatever match you include in your application will become part of your contractual obligation if your project is selected for funding. Be sure your match commitment is realistic.
 - b. Match activities will be held to the same standards as grant-funded activities.

- c. Match cannot be earned until the agreement is signed by both parties (grantee and EGLE).
- d. Letters of commitment are required in the proposal to document match commitments from partner organizations.

- ***Timeline***

Complete the timeline in the Grant Proposal Template. This should provide a timeline of all activities necessary to complete the grant. The timeline should identify quarterly and final reports.

B. Proof of Successful Audit

Applicants are required to submit a copy of their full financial audit signed by a Certified Public Accountant. The audit must have been completed within 24 months prior to the RFP closure date. The audit must be of the applicant organization – No fiduciary arrangements will be accepted. Note: The audit date is based on the audit period and not the date of the audit or the audit letter.

C. Letters of Commitment

If applicable, include Letters of Commitment document the match committed by the partner.

D. Application Submission Requirements

Awards will be given to applicants that meet the Eligibility Requirements and on a first-come-first-served basis until funding is depleted. Applicants must submit on or prior to August 31, 2021 to be considered.

Proposals must be submitted electronically, in one PDF file that contains the complete grant application, to **EGLE-P2Grant@Michigan.gov** with the subject line “Community Pollution Prevention Fund Grant – Applicant Name” Proposals that are sent in more than one electronic file may be disqualified.

Each e-mail submission must be complete and will supersede any previous e-mail submissions. Please sign the cover page using blue ink and scan in color for each email submission.

E. Assistance

This grant is being issued by EGLE, Materials Management Division, Sustainability Section, Sustainable Development Unit. For further information on this grant, please contact Erica Richard, Administrative Support Staff, Sustainability Section, Materials Management Division, EGLE, at 517-284-8337 or RichardE1@Michigan.gov.

Appendix A

Checklist, Cover Sheet, Grant Proposal Template

**FISCAL YEAR 2021 COMMUNITY POLLUTION PREVENTION FUND GRANT PROGRAM
CHECKLIST FOR PROPOSAL SUBMISSION**

- Complete Grant Proposal Cover Sheet (page 1 of the proposal) signed by grant acceptance authority.
- Complete Grant Proposal Template.
- Copy of full current audit from a Certified Public Accountant documenting that the organization has undergone a successful financial audit. The audit must have been completed within 24 months prior to the RFP closure date.
- Letters of Commitment (if applicable)
- Grant applications must be submitted electronically, in one PDF file that contains the complete grant application, to EGLE-P2Grant@Michigan.gov with the subject line "Community Pollution Prevention Fund Grant – Applicant Name" Proposals that are sent in more than one electronic file may be disqualified.

Awards will be given to applicants that meet the Eligibility Requirements and on a first-come-first-served basis until funding is depleted. Applicants must submit on or prior to August 31, 2021 to be considered.

**FISCAL YEAR 2021 COMMUNITY POLLUTION PREVENTION FUND GRANT PROGRAM
GRANT PROPOSAL COVER SHEET**

Project Title:	
Applicant Name:	
Project Summary:	
Street Address:	
City/State/Zip/County:	
Contact Person and Title:	
Contact Person's E-Mail Address:	
Contact Person's Telephone Number:	
Grant Amount Requested:	\$
Match Amount (dollars and percentage)	\$ = %
Total Grant Budget:	\$
DUNS Number:	State Senator:
Federal Identification Number:	State Representative:

The individual signing below certifies that they are authorized to sign this application on behalf of their agency and has the authority to accept a grant.

Signature	Date
Name/Title	

**FISCAL YEAR 2021 COMMUNITY POLLUTION PREVENTION FUND GRANT PROGRAM
GRANT PROPOSAL TEMPLATE**

Applicant:

APPLICANT TYPE:

Choose an item. - D

Choose an item. - L1

Choose an item. - L2

Choose an item. - SC Facility

PROJECT TYPE

Choose an item. - Solar powered mixers

Choose an item. - Programmable logic controller (PLC)

Choose an item. - Supervisory control and data acquisition (SCADA) systems

Choose an item. - Backup generator for a critical pump station

BUDGET

Item	Units	Unit Cost	Match Amount	Grant Amount	Totals
Solar Powered Mixers					
Programmable Logic Controller					
Supervisory control and data acquisition system					
Backup generator					
Totals:					

TIMELINE

Include all activities necessary to complete the grant. Reporting will be due quarterly during project installation. Grantee will evaluate and report the pre and post project metrics for the consecutive spring and fall discharge cycle.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 5	Quarter 6	Quarter 7	Quarter 8
Actions								

SUPPORTING DATA

Additional supporting information may be attached.

- Identify immediate need and/or reason for applying. Example being at-risk communities (low-income per capita), have challenges in meeting their permitted phosphorus effluent limit, etc.
- What zip codes does your systems service?
- What watershed do you discharge to?

Include the following project specific metrics:

Project Type	Metrics			
Solar Powered Mixers	Discharge Monitoring Reports	Previous year's annual electric cost and kW/hour usage (may attach bills)	Projected kW/hour savings and grid electrical cost savings	Projected phosphorus reduced (ppm)
Programmable Logic Controller	Discharge Monitoring Reports	Summary of each SSO event that occurred within the last year	Gallons discharged annually	Projected SSO events prevented
Supervisory control and data acquisition system	Discharge Monitoring Reports	Summary of each SSO event that occurred within the last year	Gallons discharged annually	Projected SSO events prevented
Backup generator	Discharge Monitoring Reports	Summary of each SSO event that occurred within the last year	Gallons discharged annually	Projected SSO events prevented

STAFF

List organizational staff that will be involved with the project including their role and responsibility with the project.

Appendix B

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**PROGRAM NAME GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND GRANTEE NAME**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Division** ("State"), and **Name of Grantee** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to **[Name of Legislation, Year and Public Act No.]** Legislative appropriation of Funds for grant assistance is set forth in **[Year and Public Act No.]** This Agreement is subject to the terms and conditions specified herein.

Project Name: _____ [Project #: _____]
 Amount of grant: \$ _____ % of grant state \$ _____ / % of grant federal _____
 [Amount of match: \$ _____ = _____%] PROJECT TOTAL: \$ _____ (grant plus match)
 Start Date (date executed by EGLE): _____ End Date: _____
 [unless alternate date specified]

GRANTEE CONTACT:

STATE'S CONTACT:

Name/Title

Organization

Address

Address

Telephone number

Fax number

E-mail address

Name/Title

Division/Bureau/Office

Address

Address

Telephone number

Fax number

E-mail address

Federal ID number – (Required for Federal Funding)

Grantee DUNS number - (Required for Federal Funding)

[Program will add a Remittance address if different than the above.]

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature

Date

Name/Title

FOR THE STATE:

Signature

Date

Name/Title

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement [other than budget line item revisions less than [] percent of the budget line item] shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit [quarterly] [financial and/or progress] reports according to a form and format prescribed by the State [and must include supporting documentation of eligible project expenses]. These reports shall be due according to the following: ***[Managers can alter the dates below for reporting other than quarterly]***

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State’s year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State’s contact at the address on page 1. [All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.]

(B) The Grantee shall provide a final project report in a format prescribed by the State. [The Grantee must provide a draft final report 45 days prior to the end date of the agreement.] [The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.]

[(C) The Grantee must provide [_____] copies of] all products and deliverables in accordance with Appendix A.]

[(D) All products shall acknowledge that the project was supported in whole or in part by [Program Name], EGLE, per the guidelines provided by the program.]

[(E) If [15] percent (15%)] or more of the grant amount is expended in a single quarter, payment requests may be submitted [once monthly during that quarter]].

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, 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 his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act,

which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in

activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred [and paid]. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, [unless otherwise specified in Appendix A].

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

[(F) An amount equal to [[___ percent of the grant award] or [\$___]] will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.]

[(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.]

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable

compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROGRAM-SPECIFIC BOILERPLATE

[Program managers are to add the following, as appropriate for the grant, numbering from the above standard language]

XXII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

XXIII. ADVANCES

Upon written request by the Grantee, the State will make an advance payment in the amount of \$_____ (_____ percent of the total grant). An advance payment does not require a financial status report form, but does require a letter requesting the specific dollar amount of the payment as stated in the Agreement. It is not necessary to use up the advance payment before applying for additional reimbursement.]

XXIV. QUALITY ASSURANCE/QUALITY CONTROL

A project-specific Quality Assurance Project Plan (QAPP) must be submitted to the State in accordance with guidance provided by the EGLE project administrator. Monitoring conducted prior to final EGLE approval of the QAPP will not be reimbursed.]

[Managers: click [here for guidance on prevailing wage.](#)]

XXVI. PREVAILING WAGE

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE

[Managers access Federal Terms and Conditions file on the U:drive for instructions and language required by the Federal grantor agency]

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

[Appendix A will be the most project-specific part of the Agreement. It will generally include all of the following and will be attached by the program manager:

- *The broad project scope stating the purpose of the grant or loan. [For the brownfield program, include a general description of the property].*
- *The project description, which is a more detailed description of the type of work to be done with the grant or loan money.*
- *Work plan with specific tasks and products expected*
- *Timetable/schedule*
- *Budget*
- *Any other program-specific requirements]*

[The final Agreement will consist of the standard boilerplate language, with the program-specific requirements and the Federally-required Terms and Conditions (if applicable) added

numerically after the standard language, followed by Appendix A. At least one EGLE Grant program has additional requirements for certain specific types of projects, and they will add Appendices B and C as well.]

DRAFT