

Town of Greenville

154 SW Old Mission Avenue, PO Box 235, Greenville, Florida 32331

**GREENVILLE WATER PLANT UPGRADES - PURCHASE OF TWO
HIGH SERVICE PUMPS**

INVITATION TO NEGOTIATE

ITN NUMBER: 2026-06

MAXIMUM AWARD AMOUNT: \$30,000.00

Reply Submission Deadline	
Day:	<u>Friday</u>
Date:	<u>July 24th, 2026</u>
Time:	<u>9:00 am</u>
Location:	Greenville Town Hall
Address:	154 SW Old Mission Avenue, Greenville, Florida 32331

Prepared by:

Felicity Appel, P.E.
850-553-3537
felicity.appel@kimley-horn.com

1. NOTICE TO RESPONDENTS

The Town of Greenville, Florida (Town) invites sealed replies from qualified respondents for the project described in this Invitation to Negotiate (ITN). The Town intends to evaluate written replies, identify one or more respondents for negotiations, and negotiate the terms, scope, schedule, price, and other conditions that will provide the best value to the Town within available funding.

All communications concerning this solicitation must be directed to Felicity Appel, P.E., at (850) 553-3537 or felicity.appel@kimley-horn.com. Respondents must not contact Town Council members, other Town personnel, or the evaluation committee regarding this solicitation except through the designated point of contact.

2. PURPOSE AND PROJECT SCOPE

The Town seeks to purchase and receive delivery of two (2) new in-line vertical multistage centrifugal high service pump assemblies and two (2) motors for the Greenville Water Treatment Plant. Each assembly must include the pump, motor, frame, factory accessories, manufacturer documentation, factory testing certifications, freight, and manufacturer warranty.

The project is funded by the Florida Department of Agriculture and Consumer Services through the Florida Local Government Water and Wastewater Treatment Facility Energy Efficiency Program. The selected respondent must comply with all applicable federal, state, local, funding, and contract requirements included in this solicitation and its exhibits.

3. MAXIMUM AWARD AMOUNT

The maximum award amount available under this solicitation is **\$30,000.00**. The Town may negotiate scope, quantities, alternates, schedule, price, or other terms to remain within available funding. The Town is not obligated to award the full amount and may reject any reply that cannot be negotiated within the available budget.

4. PROCUREMENT SCHEDULE

Milestone	Date / Time
ITN Advertisement	<u>Friday July 17th 2026</u>
Optional Pre-Proposal Conference / Site Visit	<u>N/A</u>
Deadline for Written Questions	<u>Wednesday July 22nd 5 pm</u>
Town Responses / Addendum	<u>Thursday July 23rd</u>
Reply Submission Deadline	<u>Friday July 24th 2026 9 am</u>
Evaluation / Shortlisting	<u>Friday July 24th 2026</u>
Negotiations / Presentations, if requested	<u>Monday July 27th 2026</u>
Anticipated Notice of Intended Award	<u>Wednesday July 29th 2026</u>

The Town may revise the schedule by addendum. Respondents are responsible for monitoring issued addenda and incorporating them into their replies.

5. QUESTIONS, CLARIFICATIONS, AND ADDENDA

Questions must be submitted in writing by the deadline shown above. Oral interpretations are not binding. Any material clarification, revision, or response will be issued by written addendum. Each respondent must acknowledge all addenda in its reply.

6. SUBMISSION INSTRUCTIONS

Replies must be submitted in a sealed envelope and mailed or hand delivered to the address on the cover page by the stated deadline. Late replies will not be accepted. The outside of the envelope must identify the ITN number, project title, respondent name, and the words "SEALED REPLY."

The reply must remain valid for at least sixty (60) days after the submission deadline and through any negotiation period unless the Town agrees otherwise in writing.

7. REQUIRED REPLY FORMAT

1. Executive Summary. Identify the proposed pump assemblies, manufacturer, model, delivery commitment, and key commercial terms.

2. Technical Proposal. Provide product data, pump curves, dimensional drawings, motor data, certifications, factory testing information, and a compliance matrix for the technical specifications.

3. Approved Equal Documentation. If proposing an equal, clearly demonstrate equivalence or superiority for every stated requirement and identify all deviations.

4. Delivery and Warranty Plan. Describe lead time, shipping, packaging, coordination, warranty, replacement parts, and post-delivery support.

5. Qualifications and References. Provide supplier and manufacturer experience and at least three comparable references.

6. Price Proposal. Provide total delivered price, itemized pump and motor pricing, freight, warranty terms, and any optional alternates.

7. Exceptions and Negotiation Items. Identify all commercial or technical exceptions and any value-enhancing options.

8. Required Forms. Submit all certifications, disclosures, and funding forms required by this ITN and its exhibits.

8. MINIMUM RESPONSIVENESS REQUIREMENTS

- Ability to furnish two complete pump assemblies meeting the specified duty point and technical requirements.
- Factory test certifications and applicable potable-water certifications.
- Manufacturer warranty of at least one year.
- Delivery capability consistent with the Town's required schedule.
- Proposed price and negotiated final price must be within available funding unless the Town authorizes another lawful funding source.

A reply may be deemed nonresponsive if it omits material information, takes material exceptions without explanation, fails to acknowledge addenda, or does not meet mandatory licensing, bonding, insurance, technical, or funding requirements applicable to the project.

9. EVALUATION CRITERIA

A Town evaluation committee may review and score the written replies using the following criteria. The Town may verify information, request clarifications, contact references, and consider the respondent's responsibility, financial capacity, past performance, and ability to meet funding requirements.

Evaluation Criterion	Points
Technical compliance and suitability of proposed equipment	35
Delivery schedule and supply reliability	20
Warranty, parts availability, and support	10
Supplier and manufacturer experience and references	10
Price and overall value	25
Total	100

The Town may shortlist the highest-ranked respondents, but it is not required to negotiate with a fixed number of respondents. Written scoring is used to support selection for negotiations and does not create an entitlement to award.

10. ORAL PRESENTATIONS, INTERVIEWS, AND DEMONSTRATIONS

The Town may invite one or more respondents to participate in interviews, presentations, site discussions, product demonstrations, or other clarification sessions. Participation may be required as a condition of continued consideration. The Town may establish additional scoring or pass/fail requirements for these sessions by written notice.

11. NEGOTIATION PROCESS

The Town may begin negotiations with the highest-ranked respondent or with multiple shortlisted respondents, as determined to be in the Town's best interest. Negotiations may address any lawful aspect of the proposed agreement, including technical approach, equipment, materials, quantities, staffing, schedule, risk allocation, warranties, service levels, contract terms, and price.

The Town may request revised proposals, written clarifications, cost breakdowns, value-engineering options, alternate configurations, or best and final offers. The Town may discontinue negotiations with a respondent and begin or continue negotiations with another respondent when the Town determines that agreement is unlikely or that doing so is in the Town's best interest. No respondent has a right to exclusive negotiations.

No agreement is binding until approved by the Town and executed by authorized representatives. Discussions, rankings, notices, draft terms, or recommendations do not constitute an award or contract.

12. BEST AND FINAL OFFER

At the conclusion of negotiations, the Town may request a written best and final offer (BAFO). A BAFO must identify all negotiated changes and include final pricing and contract exceptions. If a respondent does not submit a timely BAFO, the Town may rely on the respondent's most recent written offer or discontinue negotiations.

13. SELECTION AND AWARD

The Town intends to select the respondent whose final negotiated offer provides the best value, considering the evaluation criteria, negotiations, technical merit, price, schedule, funding requirements, risk, and the Town's operational needs. Award is not required to be made to the lowest-priced respondent.

The Town may make an award in whole or in part, award by item or alternate, reduce quantities, reject all replies, cancel or reissue the solicitation, or make no award if funding, negotiations, or project conditions do not support an award.

14. RESERVATION OF RIGHTS

- Reject any or all replies, with or without cause.
- Waive minor irregularities or informalities when permitted by law.
- Request clarification or additional information from any respondent.
- Conduct independent investigations of qualifications, references, responsibility, and financial capacity.
- Modify the scope, quantities, schedule, or contract terms through negotiation.
- Negotiate with one or more respondents simultaneously or sequentially.
- Terminate negotiations at any time and proceed with another respondent.
- Accept the reply or negotiated offer that the Town determines best serves the public interest.

15. PUBLIC RECORDS AND CONFIDENTIAL INFORMATION

Replies and related records will be handled in accordance with applicable Florida public records law. A respondent claiming that specific information is exempt from disclosure must clearly identify the information and the legal basis for the claimed exemption. The Town does not guarantee that information marked confidential will be exempt from disclosure.

16. CONFLICTS, NON-COLLUSION, AND ETHICS

Respondents must disclose actual or potential conflicts of interest and must not engage in collusion, price fixing, or improper communications. The Non-Collusion Affidavit and Required Disclosure included in this solicitation must be completed and submitted.

17. CONTRACT TERMS AND FUNDING CONDITIONS

The selected respondent must execute the Town's agreement or accept an authorized purchase order, as applicable. The Town may incorporate the selected reply, negotiated terms, BAFO, addenda, funding provisions, technical specifications, drawings, and required forms into the final agreement. Payment is subject to satisfactory performance, available funding, and compliance with all applicable requirements.

18. INTERPRETATION OF INCORPORATED EXHIBITS

The technical specifications, drawings, funding documents, bond forms, and other exhibits from the prior draft solicitation are incorporated into this ITN except as expressly revised herein. In incorporated exhibits, references to "Invitation to Bid," "ITB," "bid," "bidder," "bid price," or similar competitive-sealed-bid terminology will be interpreted as "Invitation to Negotiate," "ITN," "reply," "respondent," "proposed price," or equivalent ITN terminology, as the context requires. If a conflict exists, the ITN front-end provisions and any later addendum control.

19. PROJECT-SPECIFIC CONTRACT REQUIREMENTS

- Target delivery is within one hundred thirty five (135) calendar days after the Notice to Proceed or purchase order, subject to negotiation.
- The solicitation is for equipment purchase and delivery only. No installation or field labor is included unless separately negotiated and authorized.
- The Town or its separately contracted installer will unload and install the equipment unless the final purchase order states otherwise.
- No construction license, bid bond, performance bond, or payment bond is required for the purchase-only scope unless added by addendum or negotiated due to a scope change.

ATTACHMENT A - REPLY CERTIFICATION AND PRICE PROPOSAL

The undersigned respondent proposes to provide the equipment, materials, construction, and/or related services described in this ITN and its exhibits. The respondent acknowledges that price is one factor in a best-value negotiation and that the Town may negotiate scope, quantities, alternates, schedule, and terms before award.

MAXIMUM AWARD AMOUNT: \$30,000.00

Proposed Total Price	\$ _____
Amount in Words	_____
Proposed Completion / Delivery Period	_____ calendar days
Price Valid Through	_____

Price Breakdown / Schedule of Values: Complete the project-specific price sheet and pay-item schedule contained in the incorporated solicitation exhibits. Clearly identify proposed alternates, exclusions, assumptions, and cost-saving options.

Exceptions: List all exceptions to the ITN, technical specifications, drawings, funding provisions, and proposed contract. Silence will be interpreted as acceptance of the requirements, subject to negotiation.

RESPONDENT INFORMATION AND CERTIFICATION

Legal Business Name	_____
Address	_____
City / State / ZIP	_____
Contact Name	_____
Telephone	_____
Email	_____
Federal ID No.	_____
Authorized Signature	_____
Printed Name and Title	_____
Date	_____

By signing, the respondent certifies that the reply is genuine, the respondent is authorized to submit it, the respondent has reviewed the solicitation, and the information provided is true and complete to the best of the signer's knowledge.

ACKNOWLEDGEMENT OF ADDENDA

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

REQUIRED FORMS CHECKLIST

☐ Reply Certification and Price Proposal

☐ Completed product price sheet

☐ Acknowledgement of Addenda

☐ Non-Collusion Affidavit

☐ Required Disclosure

☐ Current W-9

☐ Product data, pump curves, dimensional drawings, certifications, warranty, and delivery schedule

NON-COLLUSION AFFIDAVIT

The undersigned, being duly sworn, states that this reply is genuine and not collusive or a sham; that the respondent has not conspired, agreed, or communicated with another person or entity to fix prices, restrict competition, submit a sham reply, or refrain from responding; and that no improper payment, promise, or benefit has been offered to influence this solicitation.

Entity: _____

Affiant Signature: _____

Printed Name and Title: _____

Date: _____

Notary Public: _____

Commission Information: _____

Personally Known or ID Produced: _____

REQUIRED DISCLOSURE

Disclose all material facts concerning any felony or civil conviction, pending felony or civil charge, debarment, suspension, contract termination for default, or similar matter during the last three (3) years involving the respondent, a related or affiliated entity, or a present or former executive employee, officer, director, partner, or owner whose involvement is material to this reply.

EXHIBIT A

REVISED TECHNICAL SPECIFICATIONS - EQUIPMENT PURCHASE ONLY

SECTION 43 23 31 - IN-LINE VERTICAL MULTISTAGE CENTRIFUGAL PUMPS

PART 1 - GENERAL

1.1 SUMMARY

A. The supplier shall furnish and deliver two (2) new in-line vertical multistage centrifugal pump assemblies complete with motors, frames, manufacturer-standard accessories, factory testing certifications, operation and maintenance documentation, and manufacturer warranty.

B. This specification is for equipment purchase and delivery only. Installation, anchorage, piping connections, demolition, electrical connections, controls integration, field startup labor, field testing, and training are excluded.

C. The supplier shall identify all equipment and accessories included with the bid and shall clearly list any exceptions.

1.2 REFERENCE STANDARDS

ANSI/HI 14.6; ISO 9906; NSF/ANSI 61 and NSF/ANSI 372; NEMA MG 1; applicable ASTM standards; and current Hydraulic Institute standards.

1.3 SUBMITTALS

A. Product data and pump curves showing total dynamic head, flow, efficiency, brake horsepower, motor power input, net positive suction head, and operating range.

B. Dimensional drawings showing pump footprint, weight, flange sizes, motor data, and connection locations.

C. Factory test certification.

D. NSF certifications for materials in contact with potable water.

E. Operation and maintenance manuals.

F. Manufacturer warranty.

G. Estimated delivery schedule.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURER

1. Grundfos CR 45-2 A-G-A-E-HQQE
2. Approved equal meeting or exceeding all stated requirements.

2.2 REQUIRED PERFORMANCE - EACH PUMP

Duty Point Flow	238 GPM
Duty Point Total Dynamic Head	178 ft
Minimum Total Efficiency at Duty Point	91%
Maximum Nominal Motor Power	15 hp (11 kW)
Maximum Motor Speed	3,525 RPM
Minimum Shut-off Head	245 ft
Impeller Diameter	5.34 in (135.7 mm)
Frequency	60 Hz
Power Rating	3-phase, 230/460 V
Service Factor	1.15

2.3 CONNECTIONS

- A. 3-inch ANSI flanged connections.
- B. 150-pound flange rating.

2.4 MOTOR

- A. NEMA premium efficiency, IE3.
- B. TEFC enclosure, IP55.
- C. Pump and motor shall be close-coupled and factory aligned.

2.5 FABRICATION AND ACCESSORIES

- A. Rotating components shall be dynamically balanced.
- B. Pump shall be designed for vertical installation without external bearing support.
- C. Provide lifting points and permanent nameplate.
- D. Include the manufacturer-standard frame and all factory-supplied hardware necessary for a complete pump assembly.
- E. Provide protective packaging suitable for shipment and storage.

PART 3 - DELIVERY AND WARRANTY

3.1 FACTORY TESTING

Each pump shall be factory tested in accordance with ISO 9906 Grade 3B. The supplier shall provide certified test results before or with delivery.

3.2 DELIVERY

- A. Deliver the equipment in the manufacturer's original protective packaging to the Greenville Water Treatment Plant, 212 SW Broad Avenue, Greenville, Florida 32331.
- B. Coordinate the delivery date and unloading requirements with the Town before shipment.
- C. The Town or its separately contracted installer will unload and install the equipment unless otherwise stated in the purchase order.
- D. Inspect equipment before shipment and provide written notice of any special storage requirements.

3.3 WARRANTY

Provide a minimum one (1) year manufacturer warranty covering defects in materials and workmanship. No contractor installation warranty is required under this solicitation.

3.4 EXCLUSIONS

The supplier is not responsible under this solicitation for demolition, installation, anchorage, concrete work, piping modifications, electrical work, controls, field testing, startup labor, operator training, or site restoration.

END OF SECTION



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

**NOTICE OF FEDERAL FINANCIAL ASSISTANCE FUNDING
OPPORTUNITY REQUEST FOR APPLICATIONS**

2 CFR Part 200

Funding Opportunity Number (DE-FOA-0000052 and DE-SEP-0002023)

I. Overview

Recipient: Florida Department of Agriculture and Consumer Services (FDACS)

Funding Opportunity Title: Florida Local Government Water and Wastewater Treatment Facility Energy Efficiency Program

Announcement Type: Request for Federal Financial Assistance Applications Initial Announcement

Funding Opportunity Number: DE-FOA-0000052 and DE-SEP-0002023

Assistance Listing Number (ALN): 81.041

Federal Agency Name: U.S. Department of Energy (USDOE)

II. Authority:

This program is authorized by the Energy Policy and Conservation Act, as amended (42 USC Subsection 6321); American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law III-5); State Energy Program (SEP), 10 CFR 420; and Section 377.703 (2)(b), Florida Statutes. All awards made under this program shall comply with applicable laws and regulations including, but not limited to, 2 CFR Part 200 as amended by 2 CFR Part 910.

III. Federal Financial Assistance Funding Opportunity Description

In June 2020, the FDACS' Office of Energy (OOE) concluded a project entitled "Mapping the Energy Landscape of Water and Wastewater Treatment Plants in the State of Florida."¹ The broad objective of the project was to establish a baseline on energy efficiency and renewable energy measures and practices at water and wastewater treatment plants (WWTP) in Florida. The results of this project represent a tremendous opportunity for Florida WWTP to reduce energy use and reduce greenhouse gases (GHG) by installing energy efficient equipment and implementing conservation strategies. The information contained in "Mapping the Energy Landscape of Water and Wastewater Treatment Plants in the State of Florida" provides specific data and information on how

¹ The full report is available at <https://ccmedia.fdacs.gov/content/download/93464/file/WWTP-Final-Report.pdf>

WWTP can lower their energy use and therefore reduce operating costs by as much as 40 percent.

Based on the results of the above study, the FDACS OOE launched the Florida Wastewater Treatment Plant Energy Program in the summer of 2020. In addition to reducing energy use and greenhouse gas emissions, the FDACS OOE continued its efforts to achieve energy efficiency by investing in projects that aim to reduce energy burdens for Florida consumers. The Florida Wastewater Treatment Plant Energy Program considered factors that aimed to reduce the total energy consumption and the costs of wastewater treatment.

This Notice of Federal Financial Assistance Funding Opportunity (NOFFA) establishes a grant program to provide funding for energy efficiency improvement to water/wastewater treatment facilities. The state's proposed grant distribution strategy will utilize approximately \$5 million in Federal SEP (\$0.5 million) and SEP-ARRA (\$4.5 million) funds. The grant funds will be made available based on total points assigned to each applicant. Applications are restricted to water and wastewater treatment facilities (WWTFs) owned and operated by designated fiscally constrained Florida counties as defined by Chapter 218.67(1), Florida Statutes, and the municipalities within those counties.

This program aims to assist eligible local governments with implementing projects and programs that will reduce the total energy consumption and costs of WWTPs within the state. Performance will be measured for each project according to the following metrics:

- Net annual energy saved at the facility (kWh/year);
- Energy saved per dollar funded (kWh/\$);
- Amount of energy used to process one million gallons of wastewater (kWh/MG); and
- GHG reduction (CO₂).

Energy baseline metrics must be provided during the pre-award site visit evaluation of the facility and one year after the conclusion of the project to verify the results of the project and the return on investment of dollars awarded. **These metrics must be tracked by the subrecipient for at least one year following completion of the project and reported to the Department.**

Awards will be granted based on total scores assigned to each applicant. FDACS OOE will prioritize and select the most impactful projects, ranked according to multiple factors, including, but not limited to, energy savings resulting from each award dollar funded (kWh/\$), the energy rate paid by the facility, and the energy cost per million gallons of water treated.

IV. Eligibility Information

Eligible applications will come from publicly owned water and wastewater treatment facilities (WWTFs). These WWTFs must be owned and operated by local governments.

Applications will be restricted to designated fiscally constrained Florida counties and the municipalities within those counties as defined by Chapter 218.67(1), Florida Statutes.

Only one application is allowed per applicant. However, the applicant may propose multiple project activities and/or multiple project locations in the one application.

The scope of work must be performed within the State of Florida.

Eligible local governments receiving program funds are required to use the funds in a cost-effective manner to maximize benefits for the county population and in a manner that will yield sustained long-term impacts in terms of energy, emission reductions, and equitable workforce and community investment opportunities.

V. Allowable Activities

Under this Program, applicants will develop various initiatives and projects that address water/wastewater energy efficiency. Applicants are encouraged to use their program funds in a manner to maximize benefits for their population, in a manner that will leverage other sources of financing or funding and will yield maximum benefits over time in terms of energy and emission reductions. Eligible applicants are also encouraged to consider in [its](#) decisions the energy needs of each economic sector, including residential, industrial, commercial, agricultural, and governmental uses, and reduce those needs whenever possible.

Examples of eligible projects include, but are not limited to:

- Motors
- Belts
- Pumps
- Aerators
- Blowers
- Lighting
- Compressed air
- Occupancy sensors
- Disinfection systems
- Boilers
- CHP systems
- Biogas
- Insulation
- Heat recovery
- Photovoltaic systems
- Power generators
- Nutrient recovery
- Energy management systems

Up to ten percent (10%) of the total project cost may be used for administrative costs, including the cost of reporting requirements of the program.

VI. Key Dates

Action Item	Timeframe	Location
Notice of Federal Financial Assistance Funding Opportunity Advertisement	From 12/09/2024 To 02/07/2025	Posted electronically via FDACS Grant Opportunities
Submission of Questions	From 12/09/2024 To 01/13/2025	All questions must be submitted by email to Grants@FDACS.gov
Responses to Questions Posted	From 12/20/2024 To 01/13/2025	Posted to FDACS Grant Opportunities
Application Submission Deadline	02/07/2025 at 5:00 PM EST	Florida Local Government Water and Wastewater Treatment Facility Energy Efficiency Program
Evaluation of Applications	Anticipated From 02/10/2025 To 04/18/2025	Review and evaluation of applications begin.
Award Notice	Anticipated 05/09/2025	US mail on official FDACS letterhead
Pre-Award Site Visits	Anticipated 05/09/2025 To 06/06/2025	TBD
Subrecipient Agreement End Date	Anticipated 08/24/2027	Subrecipient Agreement

VII. Submission Dates, Times, and Location

The application deadline is Friday, February 7, 2025 at 5:00 P.M. Eastern Standard Time.

Hardcopy applications sent by U.S. Mail, courier, overnight or via hand delivery to the FDACS Purchasing Office must arrive no later than the submission deadline to:

Florida Department of Agriculture and Consumer Services
Attn: Water and Wastewater Treatment Facility Energy Efficiency Program
Application
c/o Purchasing
407 South Calhoun Street, SB-8 Mayo Building
Tallahassee, Florida 32399-0800

Applications sent by U.S. Mail, courier, overnight or via hand delivery must include one original signed application packet and (3) copies of the application package.

Electronic applications will also be accepted. Applicants choosing to upload an electronic application need not submit a hard copy. Electronic applications can be uploaded to [Florida Local Government Water and Wastewater Treatment Facility Energy Efficiency Program](#)

It is the applicant's responsibility to ensure its submittal at the proper place and time indicated in this notice of federal financial assistance funding opportunity notice. No extensions. No exceptions.

VIII. Statutes and Regulations

Successful applicants must comply with State of Florida and Federal regulations as applicable to this program and described in this NOFFA.

FDACS is dedicated to ensuring Floridians have a sustainable, diverse, and reliable energy portfolio that benefits Florida's economy. All applicants shall adhere to the policy of the State of Florida, as stated in Section 377.601, Florida Statutes.

Section 377.601, Florida Statutes, states that:

- FDACS is responsible for performing or coordinating the functions of any federal energy programs delegated to the state, including energy supply, demand, conservation, or allocation.
- FDACS shall coordinate efforts to seek federal support or other support for state energy activities, including energy conservation, research, or development, and is responsible for the coordination of multiagency energy conservation programs and plans.
- FDACS shall promote energy efficiency and conservation in all energy use sectors throughout the state and be the state agency primarily responsible for this function.
- FDACS shall coordinate energy-related programs of state government. FDACS shall provide assistance to other state agencies, counties, municipalities, and regional planning agencies to further and promote their energy planning activities.
- FDACS shall promote the development and use of renewable energy resources, energy efficiency technologies, and conservation measures.

Grant activities funded under this NOTICE must meet the following conditions:

- Activities must be eligible under 42 U.S.C. Section 17154 regarding the use of federal funds.
- As defined in 40 U.S.C. 276a to a 7: When required by federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29

CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”).

- Activities involving Public Buildings and Public Works are subject to the Buy American requirements for infrastructure projects.
- Activities that have limited potential to impact historic properties (any property 50 years or older and possessing “historical significance”) will require review in accordance with National Historic Preservation Act (NHPA) of 1966, Section 106, as amended.
- Activities must comply with the Florida Department of Financial Services, Reference Guide for State Expenditures at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6
- All activities must comply with the National Environmental Policy Act (NEPA) of 1969 – 42 U.S.C. Section 4321 et seq. Therefore, only projects and activities that USDOE has determined will be excluded from NEPA review through a Categorical Exclusion (CE or sometimes CX) will be deemed eligible projects by FDACS under this solicitation. Categorical Exclusion means a category of actions for which neither an Environmental Assessment (EA) nor an Environmental Impact Statement (EIS) is normally required. Bounded (CE) Categories:

Permitted Project Activities

All project activities funded by this grant program must be listed within the Bounded Categories, including restrictions. All projects must adhere to the requirements of the respective state’s Department of Energy executed Historic Preservation Programmatic Agreement, and are installed in existing buildings, or within the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance), do not require structural reinforcement, no trees are removed, are appropriately sized.

1. Funding commercially available energy or energy/water efficiency or renewable energy upgrades are limited to projects that adhere to the requirements of the respective state’s Department of Energy executed Historic Preservation Programmatic Agreement; and are installed in existing buildings, or within the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance), do not require structural reinforcement, no trees are removed, are appropriately sized, and are limited to:
 - a. Installation of insulation.
 - b. Installation of energy efficient lighting.
 - c. HVAC upgrades (to existing systems).
 - d. Weather sealing.
 - e. Purchase and installation of energy efficient or energy/water efficient home and commercial appliances and equipment (including, but not limited to, energy or water monitoring and control systems, thermostats, furnaces, and air conditioners).

- f. Retrofit of energy efficient pumps and motors, for such uses as (but not limited to) wastewater treatment plants, where it would not alter the capacity, use, mission, or operation of an existing facility.
- g. Retrofit and replacement of windows and doors.
- h. Installation of Combined Heat and Power System—systems sized appropriately for the buildings in which they are located, not to exceed peak electrical production at 300kW.
- i. Battery Energy Storage System—not to exceed 1,000kWh capacity.

2. Development, implementation, and installation of onsite renewable energy technology from renewable resources are limited to projects that adhere to the requirements of the respective state's DOE executed Historic Preservation Programmatic Agreement, are installed in or on an existing structure or within the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance), do not require structural reinforcement, no trees are removed, are appropriately sized, and limited to:

- a. Solar Electricity/Photovoltaic—appropriately sized system or unit not to exceed 60 kW.
- b. Wind Turbine—20 kW or smaller.
- c. Solar Thermal (including solar thermal hot water)—system must be 200,000 BTU per hour or smaller.
- d. Ground Source Heat Pump—5.5 tons of capacity or smaller, horizontal/vertical, ground, closed-loop system.
- e. Biomass Thermal—3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies (BACT) installed and operated.

3. Installation of fueling pumps and systems for fuels such as compressed natural gas, hydrogen, ethanol, and other commercially available biofuels, (but not storage tanks) installed on the site of a current fueling station.

4. Purchase of alternative fuel vehicles.

5. Installation of electric vehicle supply equipment (EVSE), including testing measures to assess the safety and functionality of the EVSE. Installations are restricted to existing footprints and levels of previous ground disturbance, within an existing parking facility defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles. All activities must use reversible, non-permanent techniques for installation, where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity; place the EVSE in a minimally visibly intrusive area; use colors complementary to surrounding environment, where possible, and are limited to the current electrical capacity. This applies to Level 1, Level 2, or Level 3 (also known as Direct Current (DC) Fast Charging) EVSE. Installation of EVSE on Tribal Lands, or installations of EVSE that may affect historic properties located on Tribal Lands, is excluded from this Bounded Category, without first contacting your DOE Project Officer who will coordinate with the DOE NEPA Specialist.

Prohibited Use of Funds

In accordance with federal regulations, applicants are prohibited from using financial assistance:

- For any casino or other gambling establishment, aquarium, zoos, golf course, or swimming pool.
- For any other activities prohibited by federal law.

Additionally, in accordance with federal regulations, applicants are prohibited from using SEP financial assistance:

- For construction, such as construction of mass transit systems and exclusive bus lanes or for the construction of buildings or structures;
- To purchase land, a building or structure or any interest therein.
- To subsidize fares for public transportation.
- To subsidize utility rate demonstrations or state tax credits for energy conservation or renewable energy measures.
- To conduct or purchase equipment to conduct research, development or demonstration of energy efficiency or renewable energy techniques and technologies not commercially available.
- For facilities that are federally owned or rented by the federal government (federal facilities are ineligible for assistance).
- For any other activities prohibited by federal law.
- To supplant weatherization activities under the Weatherization Assistance Program for Low-Income Persons, under 10 CFR part 440.

In accordance with Section 216.347, Florida Statutes, applicants are prohibited from using funds provided by this agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency.

IX. Award Information

Total amount of funding available	\$5,000,000.00
Anticipated number of awards	6-20
Total Points assigned to receive an award	80
Maximum grant award to a single applicant	\$750,000.00
Minimum grant award to a single applicant	\$250,000.00
Period of Performance (Anticipated)	08/15/2025 through 08/15/2027

X. Definitions

For the purpose of this NOFFA, the following terms are defined:

Applicant: Entity that submits an application for federal financial assistance under this notice of funding opportunity.

Application Packet: Complete written response of the applicant to the notice of federal financial assistant funding opportunity including properly completed forms, supporting documents and attachments.

Assistance Listing Number: Formerly Catalog of Federal Domestic Assistance

Business hours: 8 a.m. to 5 p.m. eastern standard time on business days.

Business days: Monday through Friday, excluding federal and state holidays.

Calendar days: All days, including weekends and holidays.

Categorical Exclusion: a category of actions for which neither an Environmental Assessment (EA) nor an Environmental Impact Statement (EIS) is normally required.

CFR: Code of Federal Regulations.

Cost Reimbursement: A reimbursement payment to the grantee of reasonable costs previously expended in connection with the performance of work, not to exceed the amount set forth in the budget. See the Department of Financial Services, Reference Guide for State Expenditures.

Commissioner: Commissioner of Agriculture for the State of Florida.

Eligible Entity: Applicants to this program are restricted to Florida local governments.

Energy efficient measures: energy efficiency improvements that reduce energy consumption by replacing older, less efficient items with more energy efficient equipment.

FDACS: Florida Department of Agriculture and Consumer Services, an agency of the State of Florida.

Fiscally Constrained Counties: In accordance with Chapter 218.67(1), Florida Statutes defines each county that is entirely within a rural area of opportunity as designated by the Governor pursuant to s. 288.0656 or each county for which the value of a mill will raise no more than \$5 million in revenue, based on the taxable value certified pursuant to s. 1011.62(4)(a)1.a., from the previous July 1, shall be considered a fiscally constrained county.

Grant: See Subrecipient Agreement.

Grant Manager: An employee of FDACS, who is designated to be responsible for the monitoring and management of the subrecipient agreement.

Grantee: See Subrecipient.

Local Government: A county government or a municipality (an incorporated city, town, or village), excluding a school board district or an independent special district.

Recipient: The prime entity receiving federal financial assistance from a federal agency. In this NOTICE, recipient is interchangeable with FDACS.

Subrecipient: The entity (successful applicant) receiving federal financial assistance via the recipient. In this NOTICE, the term subrecipient is interchangeable with the term grantee.

Subrecipient Agreement: Formal agreement that will be awarded to the successful applicant under this notice of federal financial assistance funding opportunity.

Total Project Cost: The combined total of grant and match resources contributed to this project.

XI. Cost Sharing (Matching) Requirements

Cost Sharing (Matching) is not required for this federal financial assistance funding opportunity.

XII. Funding Source and/or Restrictions

Projects under this NOFFA will be funded, in whole, with funds appropriated by the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5); and the State Energy Program (SEP).

FDACS reserves the right to award, or not award, subrecipient agreement(s) based on the availability of federal or state funds.

FDACS' obligation to pay under this subrecipient agreement is contingent upon funding by the federal agency or Florida Legislature.

Funding is available for project work initiated and completed during the award period.

Funding is subject to the amount of spending authority allocated by the Florida Legislature.

The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the subrecipient.

XIII. Cost of Preparation

FDACS is not liable for any costs incurred by the applicant in response to the notice of federal financial assistance funding opportunity.

XIV. Public Records

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a federal financial assistance funding opportunity are public records unless exempt by law. Any applicant claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

XV. Request Application Packet

The application packet is available online at [FDACS Grant Opportunities](#)

If you are unable to download the application packet, a written request for the application packet should be submitted to Grants@fdacs.gov

XVI. General Instructions for Application Packet

Carefully review all materials and prepare the responses accordingly.

The application packet must be complete and provide all the required information by the submission deadline to be considered. Application packets that fail to provide all the required forms and signatures will be considered non-responsive and consequently will be removed from the evaluation process.

Please ensure that all attachments reflect the applicant's name and funding opportunity number.

Unless otherwise noted, all hard copy application packets must be submitted on 8 ½" by 11" plain white paper. Pages must be consecutively numbered for ease of reading.

XVII. Application Package Components

FDACS forms must be used. Substitute forms will not be reviewed. Do not alter the pages unless the page indicates that it can be modified. Applications that do not include all required pages will be removed from the evaluation process.

A complete application package consists of the following pages (*update as applicable*):

- *Coversheet /Application for Federal Financial Assistance Subaward*
- *Key Contact Information*
- *Project Narrative*
- *Scope of Work*
- *Budget Plan Narrative*
- *Budget Plan*
- *Key Person/Staff*
- *Performance Site/Locations*
- *Assurances Subrecipient Award*
- *Certification Regarding Lobbying*
- *Certification Regarding Debarments, Suspension, Ineligibility*
- *Certification Statement*

XVIII. Clarifications/Revisions

Before award, FDACS reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all applicants deemed

eligible for the subrecipient agreement. Failure to provide requested information may result in rejection of the application.

XIX. Rejection of Applications

FDACS reserves the right to reject any and all applications or waive any minor irregularities when to do so would be in the best interest of the State of Florida, and to reject the proposal of an applicant whom FDACS determines is not in a position to perform the scope of work. Minor irregularities are those which will not have a significant or adverse effect on overall completion or performance.

XX. System for Award Management (SAM) Registration

The applicant must be registered in the System of Award Management (SAM) <https://sam.gov/SAM/>. The applicant will be required to maintain a registration for the duration of the award. Applicants who have an active exclusion may not be eligible for award. The applicant must obtain a Unique Entity Identifier (UEI). Any entity doing business with the federal government will need to use a UEI that is created in SAM. When applicants submit their applications, they will need to provide FDACS with their UEI.

XXI. Late Applications

Applications received by FDACS after the application submission deadline will be rejected as untimely.

XXII. Evaluation Criteria

An initial review of all applications will be completed and applications failing to submit all required information will be removed from consideration.

Each application will be evaluated and scored based on the criteria listed below.

- a. Project Narrative: Up to 20 points will be awarded based upon the extent to which the project narrative demonstrates a clear understanding of the grant purpose and expected project outcomes. The applicant's project narrative score will be based upon the following criteria:
 - Did the applicant provide a statement as to the need for the federal financial assistance?
 - Did the applicant tie the need for assistance to the purpose of the grant?
 - Are the expected project outcomes related to the purpose of the grant?
 - Did the applicant provide details as to the implementation strategies?
 - Did the applicant provide a timeline which coincides with the award period?
- b. Scope of Work: Up to 35 points will be awarded based upon the goals, measurable objectives, and activities presented in the scope of work. The application must include a clear and complete plan for the project. The applicant's scope of work score will be based upon the following criteria:
 - Does the applicant describe specific project objectives, tasks, and deliverables?

- Do the objectives and tasks relate to the project narrative?
 - Is the timeline for each task reasonable?
 - Did the applicant provide staff names indicating who is responsible for completing each task?
 - Is the scope of work feasible for completion during the award period?
- c. Budget Narrative: Up to 20 points will be awarded based upon the relationship between the scope of work and the itemized budget narrative. The application must demonstrate the need and reasonableness of the projected costs. The applicant's budget narrative score will be based upon the following criteria:
- Did the applicant provide an itemized budget narrative?
 - Does the itemized budget narrative relate to the details in the scope of work?
 - Is each itemized budget line reasonable and necessary?
 - Does the budget plan tie to the budget narrative?
 - Is the budget adequate for the scope of the project?
- d. Resources: Up to 15 points will be awarded based upon the applicant's staff qualifications and capacity of the applicant. The application must include the background and qualifications of key personnel to carry out the proposed scope of work. The application should demonstrate the adequacy of the applicant to support the project – facilities, equipment, supplies, etc. The applicant's resources score will be based upon the following criteria:
- Did the applicant include the background and qualifications of key personnel?
 - Does it appear that the applicant has sufficient personnel assigned to complete the project on time?
 - Did the applicant list adequate resources to complete the project on time?
 - Did the applicant indicate the project is ready to implement?
- e. Performance: Up to 10 points will be awarded based upon the applicant's past performance on FDACS subrecipient agreements. New applicants that have never received an award from FDACS will receive these points automatically. The applicant's past performance score will be based upon the following criteria:
- Did the applicant achieve the project plan as planned or were changes made to the original project plan?
 - Did the applicant submit timely and accurate reports?
 - Did the applicant have any unresolved programmatic or audit monitoring concerns?
 - Did the applicant expend the entire grant award?
 - Did the reimbursement request contain excessive unallowable costs or numerous corrections?

The scores for each factor will be added to obtain a total score for each application. Funding will be awarded to applications according to the total score received. FDACS reserves the right to recommend partial funding of applications.

XXIII. Evaluator(s)

FDACS' evaluation committee will consist of a minimum of three (3) and a maximum of five (5) individuals who FDACS will determine to have experience and knowledge in the program areas. The evaluator(s) will conduct a fair, impartial, and comprehensive evaluation of applications received in response to this notice of federal financial assistance funding opportunity.

XXIV. Anticipated Announcement and Award Dates

The evaluation and selection process are expected to be no longer than 45 days after the submission deadline. Successful and unsuccessful applicants will receive notification of their status through US mail on official FDACS letterhead.

XXV. Award Notice

Upon completion of FDACS' evaluation of applications, all applicants will be notified regarding their status.

It is anticipated that pre-award site visits will be conducted between 90 – 120 days after the initial NOFFA posting.

FDACS reserves the right to negotiate and/or adjust the final award amount and scope of work prior to award.

Successful applicants will have thirty (30) days to fully execute the [Federal Financial Assistance Subrecipient Agreement \(FDACS-02017\)](#). Failure by the subrecipient to sign and return the Subrecipient Agreement, within 30 days upon receipt of the agreement, shall constitute forfeiture of the award.

Although it is the intent of FDACS to expedite the subrecipient grant award process as much as possible, applicants should be aware that execution of a Subrecipient Agreement could be delayed for some time until federal funding is received. Projects should be scheduled accordingly. No costs to be charged against the subrecipient award or counted as match can be incurred before the Subrecipient Agreement is executed.

THIS IS NOT A COMPETITIVE SOLICITATION SUBJECT TO THE NOTICE OR CHALLENGE PROVISIONS OF SECTION 120.57(1) AND 120.57(3), FLORIDA STATUTES.

XXVI. Programmatic, Administrative, and National Policy Requirements

The applicant shall be in compliance with all laws, rules, and regulations applicable to the federal funds provided by the federal financial assistance funding opportunity.

The applicant shall maintain an accounting system and a set of accounting records which allow for the identification of revenues and expenditures related to this funding opportunity.

Projects must comply with applicable federal procurement regulations and state laws. The principal federal procurement regulation is contained in 2 CFR 200.320. Procurement of certain professional services is also subject to Section 287, Florida Statutes. **All projects**

requiring contractual services must be obtained through a new procurement; current and/or previous contracts will not be approved. Final determination of project eligibility will be made by the department.

XXVII. Acknowledgment of Funding

The subrecipient shall have an acknowledgement of the United States Department of Energy support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public.

XXVIII. Performance Report

The applicant will submit a performance report monthly as required by the department using the format and content shown on the FDACS form which will be provided by the department.

XXIX. Reimbursement Requests

All reimbursement requests must be submitted using FDACS' standard payment request packet, unless otherwise noted in the special conditions of the subrecipient agreement and provide supporting documentation for each cost. The subrecipient shall submit the payment request packet to the recipient's grant manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary, and reasonable, and must be submitted by budget category consistent with the budget plan submitted with applicant's application. The payment request packet is downloadable <http://forms.fdacs.gov/02019.pdf>.

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Any travel expenses must be specified in the budget plan and scope of work.

The FDACS agreement with the federal agency is a cost reimbursement format; therefore, no advance payments will be provided.

Any work performed on the project and/or any expenditure made prior to a fully executed subrecipient agreement and written authorization from FDACS is ineligible for reimbursement.

XXX. Disclaimer

The receipt of applications in response to the notice of federal financial assistance funding opportunity does not imply or guarantee that any one or all qualified applicants will result in a subrecipient agreement with FDACS.

XXXI. Questions

Applicants shall address all questions regarding this federal financial assistance funding opportunity notice to the purchasing office. All questions submitted shall be published and answered in a manner that all applicants will be able to view.

All questions shall be directed to Grants@fdacs.gov

The Florida Department of Agriculture and Consumer Services offers its programs to all eligible persons regardless of race, color, national origin, religion, gender, age, disability, marital or veteran status, or any other legally protected status.

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WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

**ATTACHMENT G
FEDERAL FUNDING GRANTEE,
SUBGRANTEE AND CONTRACTORS PROVISIONS**

**PURSUANT TO AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

All subgrants and contracts awarded by the Grantee, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR part 600.325, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination.** These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provision of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of

wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**
21. **Assist the Department in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.**
22. **The Department reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The Recipient can obtain a release of this right upon application containing certain commitments.**
23. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.

24. Preservation of open and competition and government neutrality towards contractors' labor relations on federally funded construction projects

a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:

1. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

b. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

25. **Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2009.**
26. **Segregation of Costs** – Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track, and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.
27. **False Claims Act** – Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted 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.



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