



1. Solicitation #: FY19-04-1127-01

2. Solicitation Issue Date: Nov 27,2018

3. Brief Description of Requirement:

The Oklahoma Department of Oklahoma is issuing this RFP seeking State Agencies or Local Governments who are interested in funding for Energy Efficiency Audits to identify Energy Efficiency Opportunities that will reduce Utility Cost for Public Water and/or Wastewater Treatment Facilities. E.g. Pumps, Motors, Lighting.

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than December 14,2018 Questions are to be emailed to [lakeshia.lofton@okcommerce.gov](mailto:lakeshia.lofton@okcommerce.gov) Questions received after this date will not be answered. All questions will be answered and posted to the website by December 21<sup>ST</sup>

4. Response Due Date<sup>1</sup>: December 31,2018

Time: 3:00pm CST/CDT

5. Issued By and RETURN SEALED BID TO<sup>2</sup>:

U.S. Postal Delivery Address: 900 N. Stiles  
Oklahoma City, Oklahoma  
73104

Common Carrier Delivery Address: 900 N. Stiles  
Oklahoma City, Oklahoma  
73104

Electronic Submission Address: n/a

6. Solicitation Type (type "X" at one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. Contracting Officer:

Name: LaKeshia Lofton  
Phone: 405-815-5167  
Email: [lakeshia.lofton@okcommerce.gov](mailto:lakeshia.lofton@okcommerce.gov)

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments").

<sup>2</sup> If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries.



## Responding Bidder Information

*"Certification for Competitive Bid and Contract" MUST be submitted along with the response to the Solicitation.*

1. RE: Solicitation # FY19-04-1127-01

**2. Bidder General Information:**

FEI / SSN : \_\_\_\_\_ Supplier ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

**3. Bidder Contact Information:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

**4. Oklahoma Sales Tax Permit<sup>3</sup>:**

YES – Permit #: \_\_\_\_\_

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

**5. Registration with the Oklahoma Secretary of State:**

YES - Filing Number: \_\_\_\_\_

NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

**6. Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

YES – Include with the bid a certificate of insurance.

NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.<sup>4</sup>

<sup>3</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

<sup>4</sup> For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

**7. Disabled Veteran Business Enterprise Act**

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature	Date
Printed Name	Title



**Certification for Competitive Bid and/or Contract (Non-Collusion Certification)**

**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: FY19-04-1127-01

Agency Number: 160

Solicitation or Purchase Order #: \_\_\_\_\_

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

- 1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
- 2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
- 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

## **A. GENERAL PROVISIONS**

### **7.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- 7.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- 7.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- 7.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- 7.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- 7.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- 7.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **7.2. Bid Submission**

- 7.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- 7.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- 7.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- 7.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- 7.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **7.3. Solicitation Amendments**

- 7.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- 7.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- 7.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

#### 7.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

#### 7.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- 7.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - 7.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - 7.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty 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) contract; or for 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;
  - 7.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - 7.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- 7.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### 7.6. Bid Opening

Sealed bids shall be opened by the Oklahoma Department of Commerce located at 900 N. Stiles  
Oklahoma City, Ok 73104 at the time and date specified in the solicitation as the Response Due Date and Time.

#### 7.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

#### 7.8. Late Bids

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

#### 7.9. Legal Contract

- 7.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

7.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:

7.9.2.1. Any Addendum to the Contract;

7.9.2.2. Purchase order, as amended by Change Order (if applicable);

7.9.2.3. Solicitation, as amended (if applicable); and

7.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

7.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **7.10. Pricing**

7.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

7.10.2. Bidders guarantee unit prices to be correct.

7.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **7.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **7.12. Clarification of Solicitation**

7.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

7.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

7.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **7.13. Negotiations**

7.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

7.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

7.13.3. Negotiations may be conducted in person, in writing, or by telephone.

7.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

7.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

- 7.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

#### **7.14. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

#### **7.15. Award of Contract**

- 7.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- 7.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- 7.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

#### **7.16. Contract Modification**

- 7.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier .
- 7.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

#### **7.17. Delivery, Inspection and Acceptance**

- 7.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- 7.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

#### **7.18. Invoicing and Payment**

- 7.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- 7.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- 7.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- 7.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.



- 7.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

#### **7.19. Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

#### **7.20. Audit and Records Clause**

- 7.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- 7.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **7.21. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

#### **7.22. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

#### **7.23. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

#### **7.24. Termination for Cause**

- 7.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- 7.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- 7.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **7.25. Termination for Convenience**

- 7.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- 7.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

#### **7.26. Insurance**

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

#### **7.27. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

#### **7.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **7.29. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

#### **7.30. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

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## **B. SPECIAL PROVISIONS**

### **B.1. Contract Period**

B.1.1. The project contractual end date must be on or before June 14, 2019. Contract work begins at the time of a fully executed contract.

### **B.2. Glossary of Terms-Definitions**

B.2.1. Energy Audits-uncovers operational and equipment improvements that will save energy, reduce energy costs, and lead to higher performance. Energy audits can be done as a stand-alone effort but may be conducted as part of a broader analysis across a system, group of facilities, or across the bidder's entire portfolio.

B.2.2. System-wide-affecting or reaching the whole of a system or building of a water and or wastewater treatment system.

B.2.3. The State-Oklahoma, Department of Commerce (ODOC), State Energy Program (SEP), and State Energy Office (SEO)

B.2.4. OKGrants- an electronic web-based contract management system utilized by ODOC to manage all grant funding contracts. The OKGrants system requires electronic signature authorizations.

B.2.5. A preliminary audit (walk-through audit)-readily available data that are mostly used for a simple analysis of energy use and performance of the system. This type of audit does not require a lot of measurement and data collection. These audits take a relatively short time and the results are more general, providing common opportunities for energy efficiency. The economic analysis is typically limited to calculation of the simple payback period, or the time required paying back the initial capital investment through realized energy savings.

B.2.6 Qualified Auditor – Licensed Building Engineer, Certified Energy Manager (CEM), Staff of Utility Provider, Licensed Professionals (E.g. HVAC, Plumbing, Electrical), Building Manager on Staff.

### **B.3. Contract Terms**

B.3.1. The successful bidder will be required to accept all terms and enter into a contract with SEP after being notified of funding availability. The contract consists of standard contract language, bidder's work plan, milestones, timetable, and budget information that adheres to guidelines in this solicitation.

B.3.2. The awarded bidder shall agree to the requirements in the SEP Implementation Manual. The purpose of the Manual is to provide a single source document for locating financial and programmatic information on the SEP Program including instructions on reports and reimbursement claims.

B.3.3. Awarded Bidder Responsibilities. The awarded bidder will assume responsibility for all proposed activities offered in the proposal whether or not that bidder performs them. Further, ODOC will consider the awarded bidder to be the sole point of contact about grant matters, including but not limited to reimbursement of all costs resulting from the anticipated grant. If any part of the work is to be subcontracted, the awarded bidder is solely responsible for adherence by the subcontractor to all provisions of the RFP, proposal, and contract.

B.3.4. Subcontractor and Partners Responsibilities. Subcontractor(s) with awarded bidder must comply with all requirements and will be held to the same standards as an awarded bidder.

B.3.5. Funding under the SEP contract is on a reimbursement basis. Funds are to be requested via a Reimbursement Claim in OKGrants.

**B.4. Program Legislation**

B.4.1. The Oklahoma Department of Commerce is issuing a Request for Proposal (RFP) to plan an Energy Audit project by eligible bidders. The project is one of the eligible activities per Title II, Energy Policy and Conservation Act, as amended, authorized the U.S. Department of Energy (DOE) to administer the State Energy Program (SEP). The SEP provides funding and technical assistance to states, territories, and the District of Columbia to enhance energy security, advance state-led energy initiatives, and maximize the benefits of decreasing energy waste. The program is managed by the State Energy Office (SEO). For more information on the State Energy Program by the Department of Energy, please visit the DOE website at <https://www.energy.gov/eere/wipo/state-energy-program>.

B.4.2. Energy audits assist eligible entities or facilities in understanding energy use and help to identify the areas where waste occurs and where opportunities for improvement exist. The following link and other resources can provide guidelines to both in-house auditors who audit their infrastructure and outside consultants who are hired to do an energy audit, Industrial Energy Audit Guidebook: Guidelines for Conducting an Energy Audit in Industrial Facilities, <https://eetd.lbl.gov/sites/all/files/publications/ibl-3991e-industrial-audit-guidebookoct-2010.pdf>.

B.4.3. Awards will be contingent upon the availability of funding as appropriated by DOE and favorable response to the request for proposal.

**B.5. Some energy efficiency activities and resources are:**

B.5.1. According to the Environmental Protection Agency (EPA) publication in December 2015, Power Resilience: Guide for Water and Wastewater Utilities, installing energy efficiency equipment can reduce a community's energy needs and increase resiliency. Energy efficiency helps utility saving on annual electric bills and increase resilience during power outages. When a community decreases energy use, the back-up power can run longer with less fuel. For more information visit <https://www.epa.gov/communitywaterresilience/power-resilience-guide-water-and-wastewater-utilities>

B.5.2. Lighting is one of the major contributors to the local's energy use and cost. For example, LED luminaries are relatively more energy efficient than incumbent high-pressure sodium and metal halide luminaries, and a have longer life, reduce maintenance, and mercury-free construction. LEDs also offer the potential for increased use of sensors and controls to change the lighting intensity, which can result in even lower energy consumption. Other beneficial features include better optical control for more uniform lighting, reduced backlight and or light trespass, and better color rendering that can help improve safety and security by reproducing true color and sharper detail.

B.5.3. In 2007, Congress passed the bi-partisan Energy Independence and Security Act (EISA), which included new, higher efficiency standards for the basic lightbulbs we use today (think of the Edison lightbulb). Beginning in January 2012, these new standards required bulbs to be approximately 25-percent more efficient. That is, they will be required to consume less electricity (measured in watts) for the amount of light produced (measured in lumens). To learn more about EISA, visit the U.S. Environmental Protection Agency (EPA) website at <https://www.epa.gov/cfl/how-energy-independence-and-security-act-2007-affects-light-bulbs>.

- B.5.4. The immediate and long-term benefits of upgrading public lights include system-wide planning and reduction in energy use, maintenance cost, safety through enhanced visibility, decreased light trespass and pollution, visible commitment to efficiency, and share lessons learned. These factors are necessary for future developments, promoting community walkability and connection, and rebuilding neighborhoods. Such neighborhoods and downtown areas will have the potential to attract businesses, promote investment, and spur economic growth.
- B.6. **Purpose of Request for Proposals:** This RFP is seeking State Agencies or Local Governments who are interested in funding for Energy Efficiency Audits to identify Energy Efficiency Opportunities that will reduce Utility Cost for Public Water and/or Wastewater Treatment Facilities. E.g. Pumps, Motors, Lighting. To learn more visit <https://www.epa.gov/sites/production/files/2015-08/documents/wastewater-guide.pdf>.
- B.7. **Eligible activities** in the energy audit report may include but not limited to the following energy efficiency upgrades:
- B.7.1. Lighting;
  - B.7.2. Motors (e.g. blowers and pumps) ;  
Install SCADA software;  
Install efficient disinfection equipment;  
Improve efficiency of aeration equipment and anaerobic digestion;
  - B.7.3. installation of insulation;
  - B.7.4. HVAC upgrades to existing systems;
  - B.7.5. weather sealing;
  - B.7.6. purchase and installation of ENERGY STAR appliances (includes, but not limited to, furnaces and air conditioners); and
  - B.7.7. windows and doors replacement.
- B.8. **Eligible Bidders.** Local government and state agencies, within the State of Oklahoma.
- B.9. **Ineligible Activities.** Per 10 CFR 420.18, projects deemed illegal under the law or inappropriate under contract management standards as specified by DOE and other federal requirements set for SEP's purpose and financial awards management. To learn more visit <https://www.gpo.gov/fdsys/pkg/CFR-2014-title10-vol3/pdf/CFR-2014-title10-vol3-sec420-18.pdf>
- B.9.1. Projects considered scientifically unsound or significantly increase risks to workers and or the public.
  - B.9.2. Projects not conducted in Oklahoma.
  - B.9.3. Projects involving demonstration of non-commercially available equipment and technologies. Including projects that purchase equipment to conduct research, development, or demonstration of energy efficient or renewable energy technologies that are not commercially available.
  - B.9.4. Projects not directed to or lacking significant onsite energy efficiency and or renewable energy benefits.
  - B.9.5. Projects with lessons learned that could not be shared with or have restricted transferability to other entities in Oklahoma.
- B.10. **Project Preferences will be given to the bidder that:**
- B.10.1. Provide a statement of assurance that the project is not duplicative of previously funded projects by other funding sources.
  - B.10.2. Assure that the city, county, or system has a written energy efficiency plan for the whole system.
  - B.10.3. Provide commitment to overall energy efficiency strategies, provide a copy of a local energy code implementation for residential and commercial construction.

B.10.4. The bidder assured that an energy audit provider had been selected per the agency's procurement policies and procedures process.

B.11. **Contract Administration and Management.** The awarded bidder shall agree to the following:

B.11.1. The awarded bidder shall report to the ODOC SEP Planner.

B.11.2. The ODOC SEP Planner shall maintain first-line administrative responsibility for the contract by receiving all deliverables and authorizing payment for services rendered.

B.11.3. The ODOC SEP Planner shall monitor, document, and evaluate the work performance milestones and timeline by the bidder on an on-going basis during the contract period. The project shall be monitored at least once during the contract period to assure compliance with requirements.

B.11.4. The proposal selected for award will have a contract issued in the grant management software system located at grants.ok.gov.

## **C. SOLICITATION SPECIFICATIONS**

### **General Purpose**

- C.1. A detailed energy audit (diagnostic audit, B.2.1) scope of work details systematic assessment, survey, and analysis to determine a property's energy needs and identify opportunities to reduce energy expense and carbon footprints based upon the observed current physical conditions of properties and other associated information.
- C.2. The objective is a system-wide reduction of a minimum 10-percent of overall energy consumption including electricity, natural gas, etc. Reduction in energy consumption baseline on energy consumption/energy intensity, and cost using utility bills.
- C.3. The milestones and related tasks list steps needed to achieve a detailed energy audit (Appendix G.4.) completion by the deadline.

## **D. EVALUATION**

- D.1. The successful bidder will be awarded using a competitive evaluation system to establish the most impactful decrease in energy consumption.
- D.2. A Review Committee will evaluate all proposals and submit recommendations based on a point accumulation system. The Review Committee will evaluate proposal packages based on the information provided in the proposal response. The Review Committee shall not assume a bidder possess any capability unless specified in the proposal response.
- D.3. ODOC reserves the right to reject any or all committee recommendations.
- D.4. The following will be ODOC's consideration in the selection process:
  - D.4.1. Preliminary Energy Audit and Analysis
  - D.4.2. Detailed Audit (Diagnostic audit)
  - D.4.3. Organizational characteristics and structure
  - D.4.4. Project Organizational chart
  - D.4.5. SAM's status
  - D.4.6. Experiences and Qualifications
  - D.4.7. Budget Summary
  - D.4.8. Budget Detail
  - D.4.9. Appendices (e.g. Budget cost justification, Project Preferences etc.)
  - D.4.10. Certifications and Assurances
  - D.4.11. Financial Audit

## **E. INSTRUCTIONS FOR PROPOSAL PREPARATION**

- E.1. **Closing Date:** The proposal is due on Monday, December 31, 2018, at 3:00 pm CST
- E.2. **FAQ:** Before emailing your questions, please review the frequently asks questions (FAQ) in **Appendix G.5**. The answers to your questions may have been provided in the FAQ.
- E.3. **Questions:** All questions regarding this RFP must be submitted in writing and are to be emailed no later than 3:00 pm CST on Friday, December 14, 2018. Questions received after this date will not be answered.
- E.4. **Question Submission:** Questions are to be emailed to [LaKeshia.Lofton@okcommerce.gov](mailto:LaKeshia.Lofton@okcommerce.gov).
- E.5. **Answers to Questions:** Written answers to questions, changes, and or clarifications will be posted at the ODOC website by 3:00 pm CST on Friday, December 21, 2018.
- E.6. **Incurring Costs.** All costs incurred by the bidder for proposal preparation and participation in this competitive proposal procurement will be the sole responsibility of the bidder.
- E.7. Proposals submitted in response to this RFP become the property of the State and will not be returned. All information contained therein, unless otherwise specified as proprietary, shall be subject to the Oklahoma Open Records Act, 51 O.S. 24A.1 et seq (1991).
- E.8. The contents of this RFP and the proposal of the selected bidder become grant obligations upon grant award. Failure of the selected bidder to accept these obligations shall result in cancellation of the award.
- E.9. **Project Clarification/Revision.** During the proposal review process, the bidder may be contacted for clarification and to negotiate changes in project activities, timeline, and budgeted costs. The SEO reserves the right to award funds for an amount other than that requested and or request changes to, or clarification of, the proposed project.
- E.10. **Oral Presentation.** The bidder may be required to make an oral presentation of the proposed project to SEO. The presentation would provide an opportunity for the bidder to clarify the proposal to ensure thorough mutual understanding. The SEO will schedule the presentation as necessary.
- E.11. **News Release.** A News release about this RFP or the project to which it relates shall not be made without prior approval, and then only in coordination with the SEO.
- E.12. **Acceptance of Proposal Content:** Submitted proposals are rendered as a legal offer and any proposal, when awarded by State, shall constitute a firm contract.
- E.13. **Rejection of Proposal:**
- E.13.1. The State reserves the right to reject any, and all proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the SEO. The SEO will not award a grant solely by any response made to this request or otherwise pay for the information solicited or obtained.
- E.13.2. A Proposal will be rejected when the bidder imposes terms or conditions that would modify the requirements of the RFP or limit the bidder's liability to the State.
- E.14. The State reserves the right to **withdraw or cancel this RFP** at any time during the procurement process. Issuance of this RFP in no way obligates the State to award or issue a contractor to pay any costs incurred by a Bidder because of such a withdrawal.



- E.15. **Economy of Preparation.** The proposal should be prepared simply and economically, providing a straight-forward, concise description of the bidder's ability to meet the requirements of the RFP. Professional bindings, colored displays, promotional materials, and so forth, are not desired. Emphasis should be on the completeness and clarity of content.
- E.16. **Proposal Format**
- E.16.1. The proposal shall be prepared double-sided on 8.5 x 11-inch paper with pages correctly numbered using Times New Roman 12-point font size or Arial 11, with one-inch margins. The proposal, with accompanying attachments and documentation, and shall be submitted in one complete packet.
- E.16.2. Two complete proposal copies and Three (3) flash drives. The flash drives will not be returned.
- E.16.3. Responses to this RFP should be in clear and concise language suitable for inclusion in a contract with the State.
- E.17. The proposal content must have separate sections, labeled using the same number and name as listed in Sections E.18.1. Preliminary Energy Audit and Analysis, E.18.2. Detailed Audit, E.18.3. Organizational characteristics and structure, E.18.4. Project organizational chart, E.18.5. SAM's status, E.18.6. Experiences and Qualifications, E.18.7. Budget Summary, E.18.8. Budget Detail, E.18.9. Appendices, E.18.10. Certifications and Assurances, and E.18.11. Financial Audit.
- E.18. **Provide Proposal Content**
- E.18.1. Preliminary Energy Audit and Analysis (B.2.5):** A qualified auditor (B.2.6.) provide a preliminary audit (walk-through audit), a preliminary review of utility data identifying no-cost and low-cost energy saving opportunities, and a general view of potential capital improvements. Activities include an audit of utility cost and consumption and a brief site inspection of the bidder's facility.
- E.18.1.1. Examine utility data, building or system diagrams, equipment lists, and other facility information. In general, the energy audit should collect and review at least two-three years of utility data during the energy use analysis to account for seasonal variations and patterns of energy use. Monthly utility bill data is most commonly used; however, hourly or more frequent interval meter data is becoming more widely available from utilities. All forms of energy (electricity, gas, oil, water) should be included in this analysis.
- E.18.1.2. Provide a preliminary energy audit report which includes a summary of data and graphs and other visuals to allow for easy interpretation. Results from this analysis can inform recommendations to reduce the energy cost and usage system-wide by at least 10-percent. Evaluate the suitability of existing process systems and potential modifications or alternatives to equipment and operational modifications within the existing process.
- E.18.1.3. Provide a proposed project infrastructure site mapping.
- E.18.2. Detailed Audit (Diagnostic audit); B.2.1.:** A qualified auditor (B.2.6.) provide a proposal for detailed (diagnostic) energy audit. Measurements and a data inventory are usually conducted, and different energy systems (pump, fan, compressed air, steam, process heating, etc.) are assessed in detail. Hence, the time required for this type of audit is longer than that of preliminary audits. The results of these audits are more comprehensive and useful since they give a more accurate picture of the energy performance of the plant and more specific recommendation for improvements. The economic analysis conducted for the efficiency measures recommended typically go

beyond the simple payback period and usually include the calculation of an internal rate of return (IRR), net present value (NPV), and often also life-cycle cost (LCC).

E.18.2.1. Milestone Listings and Timeline: The Milestone Listing provides an overview of the detailed energy audit procedure. Propose a time for the milestones listed in the table in Appendix G.4. The contract will be effective from the date contract is executed to June 14, 2019. The timeline will be adjusted based on the awarded contract date.

E.18.2.1.1. Propose an executive summary detailing an energy audit to improve energy efficiency.

E.18.2.2. Propose a project description. [Project description EXAMPLE: The No Name City Energy Audit Project consists of assessing the existing structures function as courthouse/jail (address) built in 1940, Storage building (address) built in 2005, and Election Board building (address) built in 1975. The energy audit procedures will include but is not limited to: energy audit preparation (audit criteria, audit scope, selection of audit team, audit plan, checklist preparation, initial talk-through, collecting energy bills and available data, and preliminary analysis), energy audit reporting , energy audit execution (data inventory and measurements, analyzing energy use patterns, benchmarking and comparative analysis, identifying energy efficiency potentials, and cost-benefit analysis) energy audit reporting (written audit report with recommendations) and post-audit (preparing action plan for implementation and implementation action plan) activities. The sitemap is included. The goal is to complete the project by June 2019.]

**E.18.3. Organizational characteristics and structure:**

E.18.3.1. Describe the organizational type, i.e., city, county, state, etc.

E.18.3.2. Provide mission, Vision, Values, and any other organizational guiding principles.

**E.18.4. Project organizational chart:** Provide the total number of full-time and part-time equivalent employees including names and titles of key staff that would be involved with the project such as the project manager and financial reimbursement staff.

**E.18.5. SAM's status:** Provide the bidder SAM's status. To register, check, and obtain the status, visit <https://www.sam.gov/portal/SAM/##11>.

**E.18.6. Experiences and Qualifications:**

E.18.6.1. Provide a detailed narrative explaining the bidder's relevant experience toward the proposed project's planning, engineering and designing, construction management, and maintenance. Including project procurement, acquisition, management, and maintenance.

E.18.6.2. Procurement. Describe procurement experience methodology in acquiring contractors, supplies, and etc.

E.18.6.3. Project Management. Describe project management experience and effect on cost, quality control, and timing of the project, from planning to project completion.

**E.18.7. Budget Summary:** Submit a completed budget summary form, see Appendix G.1.

**E.18.8. Budget Detail:** Use the budget detail form to explain or describe any of the costs or services identified in the budget form in more detail. Explain costs included in the price itemized (travel, time, supplies, materials, report writing, etc.), see Appendix G.2 and H.1.

E.18.8.1. The bidder should include all anticipated costs, as budgets cannot be adjusted during the contract period.

**E.18.9. Appendices.** Submit any additional information such as documentation to support budget cost justifications etc. as an Appendix and reference each on top of the page with a heading for example “F.12.1. Support document for budget justification”, specified in the Checklist. Submit appendices only when necessary to illustrate compliance with requirements. Do not submit appendices unrelated to this project.

E.18.9.1. Project preferences: Describe project preferences detailed in Section B.10. if any.

**E.18.10. Certifications and Assurances:** In addition to the required forms for a cover page and Section A, include Assurances and Certifications for the U.S. Department of Energy. The forms are in Appendix G.3.

**E.18.11. Financial Audit.** Provide the bidder’s most recent financial audit.

## **F. CHECKLIST**

- F.1. Certification for Competitive Bid (Form 76)
- F.2. Non-Collusion Certification (Form 04)
- F.3. Vendor Payee Form
- F.4. Preliminary Energy Audit and Analysis (B.2.1)
- F.5. Detailed Audit (B.2.5)
- F.6. Organizational characteristics and structure
- F.7. Project organizational chart
- F.8. SAM's status
- F.9. Experiences and Qualifications
- F.10. Budget Summary(Appendix G.2)
- F.11. Budget Detail(Appendix G.1)
- F.12. Appendices
- F.13. Certifications and Assurances (Appendix G.3)
- F.14. Financial Audit.

## **G. OTHER**

- G.1. Budget Summary Form (Appendix G.2)
- G.2. Budget Detail Form(Appendix G.1)
- G.3. Assurance and Certification Forms(Appendix G. 3)
- G.4. Milestone Listings(Appendix G.4)
- G.5. Frequently Asks Questions (FAQ) (Appendix G.5)

## **H. PRICE AND COST**

- H.1. Documentations or sources of costs, pricing, and justifications must be included in the Appendix F.12. and Budget Detail Form.

**APPENDIX G.1.: Budget Summary**

Summarize the project budget by using the format in the table

Funding Category	Funds Requested	Cost Share: Matching Funds and Other In-Kind Contributions	
		Funding	Source of Funds
Personnel:	\$0.00		
Fringe Benefits:	\$0.00		
Equipment:	\$0.00		
Travel:	\$0.00		
Contractual:	\$0.00		
Supplies:	\$0.00		
Other:	\$0.00		
Totals:	\$0.00	\$0.00	
Total Project Cost:		Funds Requested + Cost Share	

Appendix G.2.: Budget Detail

Provide a detailed budget using the worksheet format shown here. Use additional lines if necessary. Provide a justification for each budget category.

Personnel					
Salaries (Name/Title/Position)	Hourly Cost (\$)		Hours		Totals (\$)
		*		=	0
		*		=	0
<b>Total Salaries</b>				=	0
Fringe Benefits (Rate% * Total salaries applicable)	Rate (%)		Salaries		Total (\$)
		*		=	0
<b>Total Personnel Expenses</b>				=	0

**Personnel Justification:**

**Consultant Services**

Travel (Days*Per Diem)+(Fair/Rate*Mileage)									
Purpose/Destination	Days		Per Diem		Fare/Rate (\$)		Mileage		Totals (\$)
		*		+		*		=	0
		*		+		*		=	0
<b>Total Travel</b>								=	0

**Travel Justification:** Travel – include all mileage, lodging, meals, and other known travel costs. Provide travel costs separately as mileage, lodging, meals, and other known travel costs. State of Oklahoma travel rates must be used for all travel expenses and out-of-state travel must be directly related to the grant project and approved by the State Energy Planner. State of Oklahoma Travel Rates are posted by the [Oklahoma Office of Management and Enterprise Services](https://www.ok.gov/DCS/documents/StateTravelPolicy.pdf). Use the rates provided here: <https://www.ok.gov/DCS/documents/StateTravelPolicy.pdf>

**Space Costs**

Equipment					
Description	Unit Cost (\$)		Quantity		Totals (\$)
		*		=	0
		*		=	0
<b>Total Equipment</b>				=	0

**Equipment Justification:** Equipment – include items costing \$5,000 or more per unit and having a useful life of one year or more. Provide the item, unit cost, quantity of units, and

Supplies					
Description	Unit Cost (\$)		Quantity		Totals (\$)
		*		=	0
		*		=	0
<b>Total Supplies</b>				=	0

**Supplies Justification:** Supplies & Materials – include items costing less than \$5,000 per unit. Provide the item, unit cost, and quantity of units. Confirm the matching funds

**Contractual**

Name or Services	Fee/Rate (\$)		Hours		Totals (\$)
		*		=	0
		*		=	0
<b>Total Contractual</b>				=	0
<b>Contractual Justification:</b> Contractual Services – include all anticipated service contracts required for the project. Provide the vendor or contract name, the service to be provided,					

<b>Other</b>					
Description	Unit Cost (\$)		Quantity		Total (\$)
		*		=	0
<b>Total Other</b>					0
				<b>Total Budget =</b>	<b>0</b>

**Other Justification:** Other Direct Costs - include all other known direct costs not otherwise categorized or disallowed. Provide the title/name and the cost of each item/service

**Submit A Matching Commitment Letter**

Submit a matching commitment letter outlining the minimum 20% cost match. If matching funds involved in-kind contributions, provide a breakdown with clear and reasonable amounts or

## APPENDIX G.3.: Assurance and Certification Forms

### ASSURANCES AND CERTIFICATIONS

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**ASSURANCE SIGNATURE:**      **NOTE: Sign this form and include in the application.**

**SIGNATURE:**      By signing this assurances page, you certify that you agree to perform all actions and support all intentions in the Assurances section.

**Organization Name:** \_\_\_\_\_

**Program Name:** \_\_\_\_\_

**Name and Title of Authorized Representative:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

---

**CERTIFICATION SIGNATURE:**      **NOTE: Sign this form and include in the application.**

**Before you start:** Before completing certification, please read the Certification Instructions.

**SIGNATURE:**      By signing this Certification page, you certify that you agree to perform all actions and support all intentions in the Certification sections of this application. The three Certifications are:

- Certification: Debarment, Suspension and Other Responsibility Matters
- Certification: Drug-Free Workplace
- Certification: Lobbying Activities

**Legal Applicant:** \_\_\_\_\_

**Program Name:** \_\_\_\_\_

**Name and Title of Authorized Representative:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**APPENDIX G.1.3.: U.S. DEPARTMENT OF ENERGY**

**FINANCIAL ASSISTANCE CERTIFICATIONS/ASSURANCES/REPRESENTATIONS  
WITHOUT EPACT REPRESENTATION**

Applicant: \_\_\_\_\_

Solicitation No.: State Energy Program (SEP) – Oklahoma Department of Commerce

***The following certifications and assurances must be completed and submitted with each application for financial assistance. The name of the person responsible for making the certifications and assurances must be typed in the signature block on the forms.***

***Standard Form 424B, Assurances – Non-Construction Programs***

***DOE F 1600.5, Assurance of Compliance Nondiscrimination in Federally Assisted Programs***

***Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug Free Workplace Requirements***

***Representation of Limited Rights Data and Restricted Computer Software***

***SF-LLL Disclosure of Lobbying Activities***

Complete the SF-LLL Disclosure of Lobbying Activities only if payment or agreement to make payment has been made to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal action.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

OMB Approval No. 0348-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant: (Insert Name of Proposer):

1. Has the legal authority to apply for Federal assistance, and the institutional, \_\_\_\_\_ managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of O.P.M.'s Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply 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 race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) 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; (g) §§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; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 33601 et seq.), as amended, relating to non discrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, 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.

8. Will comply with the provisions 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.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §§874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub-agreements.
10. Will 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.
11. Will comply with environmental standards which may be prescribed pursuant 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 EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains 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 (Clear 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).
12. Will comply 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 systems.
13. Will assist the awarding agency in assuring 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).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply 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 award of assistance.
16. Will comply 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.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1996, or OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Printed Name and Title of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Nondiscrimination in Federally Assisted Programs****OMB Burden Disclosure Statement**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422 - GTN, Paperwork Reduction Project (1900-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1900-0400), Washington, DC 20503.

(Hereinafter called the "Applicant")

HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub.L.93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub.L.93-438), Title IX of the Education Amendments of 1972, as amended (Pub.L.92-318, Pub.L.93-568, and Pub.L.94-482), Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), the Age Discrimination Act of 1975 (Pub.L.94-135), Title VIII of the Civil Rights Act of 1968 (Pub.L.90-284), the Department of Energy Organization Act of 1977 (Pub.L.95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub.L.94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

**Applicability and Period of Obligation**

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

**Employment Practices**

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

**Subrecipient Assurance**

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form, however, the obligation or both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

**Data Collection and Access to Records**

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age, and disability, in any planning or advisory

body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

DOE F 1600.5

OMB Control No.

(06-94)

1910-0400

All Other Editions are Obsolete

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy, Facilities of the Applicant (including the physical plants, building, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such data of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representation and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signature appears below and who are authorized to sign this assurance on behalf of the Applicant.

### Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE).

Designated Responsible Employee

\_\_\_\_\_  
Name and Title (Printed to Typed) ( ) -  
Telephone Number

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Name ( ) -  
Telephone Number

\_\_\_\_\_  
Address: \_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Official:  
President, Chief Executive Officer  
or Authorized Designee

\_\_\_\_\_  
Name and Title (Printed to Typed) ( ) -  
Telephone Number

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

**CERTIFICATIONS REGARDING LOBBYING;  
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS;  
AND DRUG FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," 10 CFR Part 606 "Governmentwide Debarment and Suspension (Nonprocurement) and 10 CFR Part 607 "Governmentwide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Energy determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**2. ADDITIONAL LOBBYING REPRESENTATION**

Applicant organizations which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:

The applicant is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986?  Yes  No

If you checked "Yes" above, check the appropriate block:

The applicant represents that after December 31, 1995 it  has  has not engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

**3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal 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; 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;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **4. DRUG-FREE WORKPLACE**

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

##### ***ALTERNATE I (GRANTEES OTHER THAN INDIVIDUALS)***

- (1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
  - (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity

the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, state, zip code)

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Check if there are workplaces on file that are not identified here.

**ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)**

- (1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.
- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**5. SIGNATURE**

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant: \_\_\_\_\_

Printed Name and Title of

Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



## ***Representation of Limited Rights Data and Restricted Computer Software***

- (a) Any data delivered under an award resulting from this announcement is subject to the Rights in Data – General or the Rights in Data – Programs Covered under Special Data Statutes clause (See Intellectual Property Provisions at [www.gc.doe.gov/gcmain.html](http://www.gc.doe.gov/gcmain.html)). Under these clauses, the Recipient may withhold from delivery data that qualify as limited rights data or restricted computer software. As an aid in determining the Government’s need to include Alternate I and/or Alternate II in these clauses, which allow for delivery of limited rights data and/or restriction computer software, the applicant must complete paragraph (b) below to either state that none of the data involved in the proposed work effort qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in this application is not determinative of the status of such data should an award be made.
- (b) The applicant has reviewed the proposed work effort and the requirements for the delivery of data or software and states:
- None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.
- Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: “limited rights data” and “restricted computer software” are defined in provision “Rights in Data – General.”

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b></p> <p>___ a. contract</p> <p>   b. grant</p> <p>   c. cooperative agreement</p> <p>   d. loan</p> <p>   e. loan guarantee</p> <p>   f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p>___ a. bid/offer/application</p> <p>   b. initial award</p> <p>   c. post-award</p>	<p><b>3. Report Type:</b></p> <p>___ a. initial filing</p> <p>   b. material change</p> <p><b>For material change only:</b></p> <p>year _____ quarter _____</p> <p>date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p>_____ Prime    _____ Subawardee</p> <p>                  Tier _____, <i>if known:</i></p> <p><b>Congressional District, if known:</b></p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p><b>Congressional District, if known:</b></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, <i>if applicable:</i> _____.</p>	

<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known: \$</b>
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)(last name, first name, MI):</i>
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> (    )    - <b>Date</b> <span style="margin-left: 150px;">:</span>
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>

**Appendix G.4.**

Submit a timeline for the milestones/deliverables listed below:		
MILESTONE LISTINGS	PLANNED	Project Timeline MM-DD-YY
1. Identify and assemble a project team and define roles and responsibilities including a point of contact or a project coordinator.	1	
2. Following the agency's procurement policies and procedures to procure an energy audit provider (see the Definition section for qualification): <ul style="list-style-type: none"> <li>• Identify contractual services that may be required for project completion;</li> <li>• Develop bid documents and solicit proposals for system equipment, vendor quotations, or contractor proposals. Include arrangement for disposal or recycling of replaced components;</li> <li>• Review, select, and complete necessary contractor agreements, equipment purchase orders, and order the required supplies.</li> </ul>	1	
3. An energy audit must be commercial grade, at minimum comparable to ASHRAE Level-II audits, completed by qualifying professional, to learn more visit <a href="https://www.pnnl.gov/main/publications/external/technical_reports/pnnl-20956.pdf">https://www.pnnl.gov/main/publications/external/technical_reports/pnnl-20956.pdf</a> Energy Audit: The energy audit will include, but not limited to: <ul style="list-style-type: none"> <li>• Analyses of building and utility data, including the study of the installed equipment and analysis of energy bills;</li> <li>• Identification of Operation and Maintenance procedures and an implementation cost and energy savings projected estimate;</li> <li>• Energy Conservation Measures and estimates of costs and savings</li> <li>• The survey of the real operating conditions;</li> <li>• The understanding of the building behavior and interactions with the weather, occupancy and operating schedules;</li> <li>• The selection and the evaluation of energy conservation measures;</li> <li>• The estimation of energy saving potential;</li> <li>• An interview with the site management during the audit to discuss all current issues needing mediate attention as well as any information on location of HVAC and appliances, type of fuel utilized in the building, pertinent documentation, plans, recent citations and any other related information to the energy auditor for use in analyzing the property needs.</li> <li>• Identify customer concerns and needs.</li> </ul>	1	
4. Energy Audit Report: An energy audit analysis report containing the above information, procedures used, and any other mutually agreed upon information. Descriptive photos (including a site map) pertinent to the energy audit will be included in the report.	1	
5. Provide SEP, at a minimum, a hard copy and an electronic copy in a flesh-drive. The report will become the property of SEP.	1	

## Appendix G.5. Frequently Asks Questions (FAQ)

### **Does the bidder need to submit a preliminary energy audit and analysis of the project with the proposal?**

Yes, provide a preliminary review of utility data identifying no-cost and low-cost energy saving opportunities, and a general view of potential capital improvements. See RFP E.18.1.

### **Does the bidder need provide a detailed audit (diagnostic audit) of the project with the proposal?**

No, the bidder needs to provide a proposal, plan to complete the detailed audit. See RFP C.1. and E.18.2.

### **Is there a total dollar limit per project or in total? How much is the estimated value or amount of this project?**

There is no minimum and maximum amounts of the award. There is no set number of projects to be awarded and the total dollar limit per project. An award will be based on eligibility. See RFP B.7 and B.8. During the proposal review process, the bidder may be contacted for clarification and for the purpose of negotiating changes in project activities, timeline, and budgeted costs. See RFP E.9.

### **Does this project extend to any county governments? What about universities or schools?**

Yes, eligible bidders are local government and state agencies, within the State of Oklahoma. See RFP B.8. An administrative body for a small geographic area, such as city, town, county, or state as well as schools operating under the supervision of state governments and are funded, in part, by tax dollars and subsidies from the state.

### **Is there a pre bid meeting scheduled prior? Mandatory/Non Mandatory?**

No, there is no pre-application workshop for this RFP.

### **What is the exact site location or address of the project?**

The proposed site location or address will be identified by the awarded bidder(s). Eligible bidders are local government and state agencies, within the State of Oklahoma. See RFP B.8. Submitting a proposal for an energy audit to the proposed public building and or public space system to increase energy efficiency of which a local or state government pays energy bills. See RFP B.6.

### **Does the RFP solicit for a contractor to retrofit energy efficiency for state building?**

No, the RFP does not solicit for a contractor to retrofit energy efficiency project for state building. Eligible bidders are local government and state agencies, within the State of Oklahoma. See RFP B.8.

### **Does the grant proposal require rebates and other services including utility to supplement funding?**

No, the proposal does not require, though encouraged, to include rebates and other services to supplement funding.

### **What is the resource for the bidder to use for Travel Justification in the Budget Detail Form?**

Use the Oklahoma Office of Management and Enterprise Services. Use the rates provided here: <https://www.ok.gov/DCS/documents/StateTravelPolicy.pdf> in place of the Michigan Department of Technology, Management & Budget. Use the rates provided here: [http://www.michigan.gov/dtmb/0,4568,7-150-9141\\_13132---.00.html](http://www.michigan.gov/dtmb/0,4568,7-150-9141_13132---.00.html) See Appendix G.2.