

FEDERAL (ARRA/STIMULUS)
GRANT TEMPLATE

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. AR####

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS

THIS AGREEMENT is entered into between the STATE OF FLORIDA, EXECUTIVE OFFICE OF THE GOVERNOR, FLORIDA ENERGY AND CLIMATE COMMISSION whose address is 600 South Calhoun Street, Suite 251, Tallahassee, Florida 32399-0001 (hereinafter referred to as the "Commission") and the _____, whose address is _____ (hereinafter referred to as "Grantee" or "Recipient"), specify type of entity, to provide financial assistance for the (project name inserted).

In consideration of the promises and mutual agreements contained herein, the Commission and the Grantee acknowledge and agree as follows:

1. The United States Department of Energy (USDOE) awarded funding to the Commission pursuant to USDOE through American Recovery and Reinvestment Act (ARRA) Grant Agreement No. _____. The Grantee shall be a sub-grantee of federal financial assistance from USDOE. The Grantee is responsible for complying with the appropriate state and federal guidelines in the performance of its activities pursuant to this Agreement.
2. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement, its attachments and exhibits named and incorporated by reference. For purposes of this Agreement the terms "Grantee" and "Recipient" are used interchangeably. **[GRANT MANAGER NOTE: The Attachment A (Grant Work Plan) must include the accepted proposal's description of the project, Grantee responsibilities, deliverables expected, budget breakdown by year (if agreement is for more than one year) and project timeline.]**
3. This Agreement shall begin upon execution by both parties and end no later than _____, inclusive. If allowed by USDOE, this Agreement shall be effective _____ for purposes of reimbursement of allowable costs resulting from obligations incurred and meeting the cost share or match requirements as described in Attachment A, Grant Work Plan. Profit to the Grantee, or any of its subcontractors, is prohibited by 10 Code of Federal Regulations (CFR) Part 600.318. This Agreement may be amended to revise Attachment A, Grant Work Plan, if additional funding is made available by the USDOE and/or the Florida Legislature.
4.
 - A. The Grantee shall be eligible for reimbursement of allowable costs resulting from obligations incurred during the term of this Agreement. The Commission shall reimburse the Grantee for allowable costs on a **[Option 1 - preferred]** quarterly **OR [Option 2 - alternative]** not more frequently than monthly cost reimbursement basis in an amount not to exceed \$_____ after receipt and approval by the Commission's Grant Manager of satisfactory reports and documentation as required in this Agreement. **[Option 1 – preferred]** The parties agree that the Grantee is responsible for providing a minimum match of \$_____ toward the project described in Attachment A, Grant Work Plan. All cost sharing or match shall meet any applicable federal requirements. **OR [Option 2 - if no match is required]** The parties understand and agree that this Agreement does not require a cost sharing or match on the part of the Grantee.
 - B. Prior written approval from the Commission's Grant Manager shall be required for changes between approved, funded budget categories up to 10% of the total, approved Grant funds.

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Approval of such changes will be contingent upon submission of a revised Project Budget. Budget category changes greater than 10%, the addition of previously unapproved or unfunded budget categories or the addition of previously unapproved or unfunded budget line-items, will require a formal written amendment to the Agreement. The Commission agrees to review a request by the Grantee to modify Attachment A, Grant Work Plan, should the Grantee find, after receipt of competitive bids, that the project described in Attachment A, Grant Work Plan, cannot be accomplished for the current estimated project cost. If the Commission agrees to a modification of Attachment A, Grant Work Plan, it may be modified not to exceed the awarded funding identified above. Any such modification would be by formal written amendment, in accordance with Section 36. Nothing in this Section or Agreement is intended nor implies to guarantee approval of a request to modify or adjust Attachment A, Grant Work Plan, or the available project funding.

- C. All reimbursement requests under this Agreement shall be submitted using the Attachment B, Payment Request Summary Form, format in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee shall submit a properly completed Attachment B, Payment Request Summary Form, with supporting documentation of allowable costs, including for the final reimbursement request, as described below in paragraph 4. D.
- D. All reimbursements under this Agreement shall be in compliance with the laws, rules and regulations applicable to the expenditure of State and federal funds. The State of Florida guidelines for allowable costs include, but are not limited, to the Florida Department of Financial Services' Reference Guide for State Expenditures located at <http://www.myfloridacfo.com>. Federal program guidelines for allowable costs and related topics are listed in Attachment E, Federal Regulations and Attachment F, Federal Funding Grantee, Sub-grantee and Contractor Provisions. The Grantee must provide a detailed listing of expenditures made under this Agreement as support for the Payment Request Summary Form. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, check or voucher number, amount paid and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel requirements including mandated forms established in Section 112.061, Florida Statutes.
- E. In addition to the invoicing requirements contained in paragraphs 4. C & D. above, the Commission may periodically request additional proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State of Florida guidelines. When requested, this information must be provided within 30 calendar days of such request.
5. The Commission's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and the availability of federal funding for the specific purpose of funding the Commission's obligations under this Agreement. In the event of a State revenue shortfall, withdrawal of State budget authorization and/or rescission of federal funding, the total funding may be reduced accordingly. The Commission, in accordance with direction from the Governor and/or the Florida Legislature, shall be the final determiner of the availability of any funds.
6. The Grantee shall submit, using Attachment C, Progress Report, monthly project progress reports. **[Option 1 - preferred]** Attachment B, Payment Request Summary Form may not be submitted more frequently than on a quarterly basis and must be accompanied by a progress report corresponding to the last month of the quarter for which payment is requested. **OR [Option 2 - alternative]** Attachment B, Payment Request Summary Form may not be submitted more frequently than on a monthly basis and must be accompanied by a progress report for the corresponding month. The Grantee shall utilize Attachment C, Progress Report Form, to describe the project progress, work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Monthly progress reports shall be submitted to the Commission no later than three calendar days following the completion of the monthly reporting period. **[Grant Manager's Note: Leave this next sentence in if payments are quarterly**

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otherwise omit.] It is understood and agreed by the parties that the term “quarterly” shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Commission’s Grant Manager may request additional information if the Commission’s Grant Manager determines it is necessary. The Commission’s Grant Manager shall have ten calendar days to review deliverables and payment requests submitted by the Grantee.

7. The Grantee shall submit an Annual Report 15 calendar days after the end of the first year of the project, if the term of the project exceeds one year. The Annual Report shall provide a narrative detailing and evaluating the accomplishments and impact of the project in the prior twelve months. The Annual Report shall follow the format described in Attachment K. Annual Report form.
8. The Grantee shall also submit a Final Report 15 calendar days prior to the expiration date of the Agreement. The Final Report will provide a final narrative detailing and evaluating the accomplishments and impact of the project. The Final Report will include an evaluation of the energy savings directly attributable to the project, projections of estimated energy savings expected to accrue from the project and policy recommendations, which may be helpful in implementing other projects of a similar nature. For the final reimbursement, no less than 10% of the total Agreement amount identified in paragraph 4.A., will be withheld until receipt and approval of the Final Report.
9. **[NOTE: One of the following indemnification provisions must be included in all agreements.]**

Option 1: For agreements with private or not-for-profit organizations.

The Grantee shall save and hold harmless and indemnify the State of Florida, the Commission and USDOE against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss of damage to any property resulting from the use, service, operation or performance of work under the terms of this Agreement, resulting from the negligent acts of the Grantee, his subcontractor or any of the employees, agents or representatives of the Grantee or subcontractor to the extent allowed by law.

Option 2: For agreements with State of Florida governmental entities.

Each party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

10. The Commission may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Commission shall provide 30 calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Commission regarding the reason(s) for termination. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 13.F.
11. The Commission may terminate this Agreement for convenience by providing the Grantee with 30 calendar days written notice. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 13.F.

[NOTE: If the Grantee is a university, use this language instead] The parties may agree to terminate this Agreement for convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

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12. This Agreement may be unilaterally terminated by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a), Article I of the Florida Constitution and Chapter 119, Florida Statutes. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 13.F.
13. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Commission may take one or more of the following actions, as appropriate for the circumstances.
- A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - B. Disallow (that is deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - C. Wholly or partly suspend or terminate this Agreement.
 - D. Withhold further awards for the project or program.
 - E. Take other remedies that may be legally available.
 - F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Commission expressly authorizes them in the notice of suspension or termination.
 - G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689.
14. A. In accordance with Presidential Executive Order 12549, Debarment and Suspension (10 CFR Part 606, later moved to 2 CFR Part 901), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by USDOE to the Commission.
- [If Grant Agreement is for \$100,000 or more, paragraphs B and C must be included. Note: If Grant Agreement is for less than \$100,000 then paragraphs B & C aren't appropriate and paragraph 14 needs to be reformatted to omit the "A" and only leave the language in "A" for paragraph 14.]**
- B. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return a copy of the form entitled "Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions", attached as Attachment G.
 - C. As required by paragraphs A and B above, the Grantee shall include the language of this Section and Attachment G in all subcontracts and sub-grants or lower tier agreements executed to support the Grantee's work under this Agreement.
15. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Commission, the State of Florida, USDOE or their authorized representatives shall have access to such records for audit purposes

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during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

16.
 - A. The Grantee shall retain and maintain all records referenced in Section 15 and make such records available for an audit as may be requested. Such records shall include independent auditor working papers, books, documents and other evidence, including but not limited to, vouchers, bills, invoices, requests for payment and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement.
 - B. The Grantee agrees to comply with the audit requirements of Section 215.97, Florida Statutes, and those found in Attachment D, Special Audit Requirements as applicable.
 - C. The Grantee shall include the audit and record keeping requirements described above and in Attachment D, Special Audit Requirements, in all subcontracts and assignments with sub-grantees of funds according to Section 215.97, Florida Statutes. For purposes of this Agreement, “sub-recipient” shall be defined in accordance with Section 215.97 (2)(x), Florida Statutes.
 - D. The Grantee must provide copies of any audit referencing this Agreement, the audit transmittal letter, and any response to such audit to the Commission within 30 calendar days of its receipt. The Grantee should confer with its chief financial officer, audit director or contact the Commission for assistance with questions pertaining to the applicability of these requirements.
17.
 - A. The Grantee may subcontract work under this Agreement upon the condition that each monthly Progress Report, Attachment C, contains a current list of subcontractors, the amount of each subcontract and a short description of work to be performed by that subcontractor. The Grantee shall be solely responsible for all work performed and all expenses incurred in connection with the development and implementation of the services, programs and activities under this Agreement whether directly performed or by subcontract.
 - B. The Grantee shall not enter into subcontracts in which the Commission or USDOE could be held liable to a subcontractor for any expenses or liabilities. The Grantee shall defend and hold the Commission and USDOE harmless of any liabilities incurred under any of the subcontracts entered into by the Grantee. The Grantee shall be liable for all work performed and all expenses incurred as a result of any subcontract.
 - C. The Grantee is encouraged to use small businesses, including minority, women and service-disabled veteran-owned businesses as subcontractors or sub-vendors under this Agreement. The Grantee shall report to the Commission in each monthly Progress Report, Attachment C, its expenditures with minority, women and service-disabled veteran-owned businesses. The directory of State of Florida certified minority, women and service-disabled veteran-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Progress Report, Attachment C, shall contain the names and addresses of the minority, women and service-disabled veteran-owned businesses; the aggregate dollar figure disbursed that month for each business; the time period; type of goods or services and whether the business is minority, women or service-disabled veteran-owned. If no expenditures were made to minority, women and service-disabled veteran-owned businesses, the Grantee shall state “None” on that portion of the monthly Progress Report, Attachment C.
18. The Grantee agrees to permanently refrain from using or mentioning its association with the Commission in advertisements, letterhead, business cards, etc. The Grantee’s project with the Commission may be generally stated and described in the Grantee’s professional resume. The Grantee may not give the impression in any event or manner, that the Commission endorses or recommends the Grantee.

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19. **[If Grant Agreement is for \$100,000 or more, paragraphs A, B and C below must be included. If Grant Agreement is for less than \$100,000, remove paragraph A and reformat B and C.]**
- A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit Attachment I, Standard Form-LLL, "Disclosure of Lobbying Activities", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. [10 CFR Part 601]
- B. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a State agency.
- C. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
20. The Grantee shall comply with all applicable federal, state and local rules and regulations. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
21. The Grantee agrees to comply with, and include as appropriate in subcontracts, the applicable regulations listed in Attachment E, Federal Regulations, and the provisions contained in Attachment F, Federal Funding Grantee, Sub-grantee and Contractor Provisions.
22. The Commission's Grant Manager for this Agreement is identified below.

Commission Grant Manager: <i>Insert Name here</i>	
Florida Energy and Climate Commission	
Executive Office of the Governor	
600 South Calhoun Street, Suite 251	
Tallahassee, FL 32399-0001	
Telephone No.:	850-487-3800
Fax No.:	850-922-9701
E-mail Address:	<u>Name.name@myflorida.com</u>

23. The Grantee's Representative for this Agreement is identified below.

<i>Insert Grantee Representative's Name here</i>
<i>Insert Official Name of Grantee's Organization here</i>
<i>Insert Office/Program Name here</i>
<i>Insert Address here</i>
<i>Insert City, State and Zip here</i>

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<i>Telephone No.:</i>	
<i>Fax No.:</i>	
<i>E-mail Address:</i>	
<i>Grantee D-U-N-S :</i>	
<i>Grantee CCR #</i>	

24. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. The Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. The Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected if any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes.
25. Documentation of all insurance coverage(s) required below, shall be submitted by the Grantee to the Commission. Upon expiration of documented proof of insurance coverage, the Grantee shall submit proof of continued insurance coverage to the Commission within 30 calendar days of insurance coverage expiration.

(Grant Manager: Option 1: Use the language in A., B., and C. below for private or not for profit entities; evaluate case-by case.

- A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$_____ each occurrence and \$_____ aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement. **[GRANT MANAGER NOTE: The amount of coverage required depends on the project.]**
- B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly or indirectly employed by him. The minimum limits of liability shall be as follows:
- \$_____ Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable
- \$_____ Hired and Non-owned Liability Coverage

For Corporations Which Do Not Own Vehicles, Replace B. As Follows:

The Grantee shall secure and maintain automobile liability insurance covering all vehicles, owned or otherwise used in connection with this Agreement, with a minimum combined single limit of \$300,000 including hired and non-owned liability. The Grantee has indicated, and further certifies by execution of this Agreement, that the Grantee does not own any vehicles that will be associated or used in connection with this Agreement. However, the Grantee shall maintain, at minimum, hired and non-owned liability insurance under its Commercial General Liability coverage. Automobile liability insurance is a mandatory requirement, if and when, any Grantee owned vehicles are used in connection with this Agreement.

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- C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after 30 calendar days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Commission. **[GRANT MANAGER NOTE: Certificates of Insurance showing coverage of Worker's Compensation, Commercial, General Liability and Auto Limits must be submitted PRIOR to execution of Agreement.]**
- D. **[GRANT MANAGER NOTE: Additional insurance requirements, such as the language shown below, may be required depending on the type of project.]**
The Grantee shall secure and maintain Pollution Liability insurance coverage with limits of not less than \$3,000,000 aggregate for personal injury or death, \$1,000,000 per occurrence for personal injury or death, and \$1,000,000 per occurrence for property damage. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.

Option 2: For Agreements with State of Florida governmental entities that are not self-insured, the following provision may be used.

The Grantee, as an independent contractor and not an agent, representative, or employee of the Commission, agrees to carry adequate liability and other appropriate forms of insurance. The Commission shall have no liability except as specifically provided in this Agreement.

Option 3: The following language may replace the language above for agreements with Florida governmental entities which are self-insured: (make sure you have something in writing from the CFO confirming they are self-insured) NOTE: All state agencies are self insured.

The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

26. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
27. **[NOTE: Equipment Purchase - If the Agreement includes the purchase of equipment one of the following provisions must be included:]**

Option 1: For agreements where equipment is being purchased with Agreement funds, and the non-expendable personal property or equipment purchased may remain with the Grantee upon satisfactory completion of the agreement, the following provision should be used:

Upon satisfactory completion of this Agreement, with Commission approval, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign Attachment J, Property Reporting Form, and submit it to the Commission as an attachment to the Payment Request Summary Form, Attachment B, in which these costs are documented for reimbursement or match. The following terms shall apply:

- A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

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- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Commission.
- D. All purchase and disposition of equipment shall be in accordance with 10 CFR Part 600.

Option 2: In instances where all non-expendable equipment will be returned to the Commission, the following provisions shall be used:

The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Agreement remains the property of the Commission. The Grantee's Representative shall complete and sign Attachment J, Property Reporting Form, to the Commission as an attachment to the Payment Request Summary Form, Attachment B, in which these costs are documented for reimbursement or match. The following terms shall apply:

- A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. When the non-expendable personal property or equipment is no longer needed, the Grantee will return all non-expendable personal property or equipment purchased under the terms of this Agreement back to the Commission.
- D. If, however, the Grantee desires to purchase the non-expendable personal property or equipment when no longer needed for this project, the Commission may, at its discretion, subject to approval of the Governor's Administration Office and in compliance with federal regulations, as applicable, elect to sell the equipment to the Grantee for its fair market value as of the date of title transfer.
- E. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Commission.
- F. All purchase and disposition of equipment shall be in accordance with 10 CFR Part 600.

Option 3: If equipment is not authorized for purchase with funds from the Agreement, the following provision should be included in the Agreement.

The purchase of non-expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Agreement.

Option 4: If the Grantee is authorized to purchase a vehicle under the terms of the Grant Agreement, the following terms and conditions shall be included. But this is tentative language for equipment & vehicle purchases and is subject to further review by Administration and Legal Office.

The Grantee is authorized to purchase a current model vehicle, which cost shall not exceed \$_____, for use in performing the services described in Attachment A, Grant Work Plan. The Grantee must obtain

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written approval, in advance, of the vehicle type proposed for purchase and shall produce at least two written quotes for comparable vehicles prior to the vehicle purchase being authorized by the Commission.

The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Agreement remains the property of the Commission. The Grantee's Representative shall complete and sign Attachment J, Property Reporting Form, and forward it along with the appropriate Payment Request Summary Form, Attachment B, to the Commission. The following terms shall apply:

- A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. When the non-expendable personal property or equipment is no longer needed, the Grantee will return all non-expendable personal property or equipment purchased under the terms of this Agreement to the Commission.
- D. The Grantee shall have title to and use of the vehicle, by its authorized employees only, for the authorized purposes of this Agreement as long as the required work is being satisfactorily performed. In the event that this Agreement is terminated for any reason, or the use of the vehicle is no longer needed (such as completion of the Agreement), title of the vehicle shall be transferred to the Commission.
- E. The Grantee is responsible for the implementation of manufacturer required maintenance procedures to keep the vehicle in good operating condition.
- F. The Grantee shall secure and maintain comprehensive collision and general automobile liability coverage for the vehicle during the term of this Agreement. The Grantee is responsible for any applicable deductibles.
- G. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Commission.
- H. The Grantee is responsible for the purchase of, and shall maintain a current State of Florida tag and registration for all vehicles purchased under the Agreement.

28. **[GRANT MANAGER NOTE: In accordance with Florida Executive Order 96-236 (effective October 1, 1996) and Department of Management Services Memorandum No. 22 (96-97), the following language must be included in all agreements written with private (for profit and non profit) organizations.]**

The employment of unauthorized aliens by any Grantee/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

29. A. No person on the grounds of race, creed, color, national origin, age, sex or disability shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

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- B. The Grantee agrees to comply with 10 CFR Part 1040 “Nondiscrimination in Federally Assisted Programs.”
 - C. The Grantee affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the Grantee been placed on the Discriminatory Vendor List. The Grantee further agrees that it shall not violate such law and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
 - D. The Grantee affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the Grantee been convicted of a Public Entity Crime. The Grantee agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement. The Grantee shall insert a provision in accordance with this Paragraph in all subcontracts for services in relation to this Agreement.
30. Land acquisition is not authorized under the terms of this Agreement.
31. A. If the Grantee brings to the performance of this Agreement pre-existing intellectual property, the Grantee shall retain all rights and entitlements to that pre-existing intellectual property.
- B. All patent rights, copyrights, and data rights must be in accordance with 10 CFR Part 600 as referenced in Attachment H, Intellectual Property Provisions.
- C. If, during the course of the Agreement, the Grantee modifies a pre-existing invention to the point where it is a new invention, patentable in its own right, or if any discovery or subject invention arises or is developed in the course of, or as a result of, work or services performed under this Agreement, or in any way connected herewith, the Grantee shall retain the entire right, title, and interest to each discovery or subject invention, subject to the provisions of this Section. With respect to any subject invention in which the Grantee retains title, the Commission shall have a royalty-free, nonexclusive, transferable, irrevocable, paid up license to practice or have practiced for, or on behalf of, the Commission or the State of Florida the subject invention and sublicense the same.
- D. In the event that any books, manuals, films, or other copyrightable material are produced, which are intended to be made available to the public, the Grantee shall notify the Commission. The Commission shall have a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do the same. The Grantee hereby grants the Commission full authority and right to modify or create derivative works of, or allow others to modify or create derivative works on behalf of the Commission, any publications first produced under this Agreement. Any content submitted to the Commission which is asserted to be exempt under Florida’s Public Records Act, Chapter 119, Florida Statutes, shall be clearly marked “business proprietary”, “exempt,” “confidential,” or “trade secret” (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing. Failure to identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret.
- E. The terms and conditions specified in Section 31 shall also apply to any subcontracts made under this Agreement. The Grantee shall be responsible for informing the subcontractor of the provisions of this Section and obtaining disclosures.
32. The Grantee is encouraged to publish or otherwise make publicly available the results of the work conducted under this Agreement. USDOE requires an acknowledgement of Federal support. A disclaimer must appear in the publication of any material, copyrighted or not, which was based on or developed under this Agreement, as follows:

FEDERAL (ARRA/STIMULUS)
GRANT TEMPLATE

Acknowledgement: "This material is based upon work supported by the U.S. Department of Energy and the Florida Energy and Climate Commission under Award Number _____."

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

33. **[GRANT MANAGER NOTE: POLICY ISSUE REVIEW NEEDED CASE-BY-CASE]**

The Grantee shall not develop any software or databases under the terms and conditions of this Agreement.

34. The Parties agree they will seek to resolve any disputes between them regarding their responsibilities as soon as possible and at the lowest level reasonable, in order to conserve the resources of the Parties. The Parties further agree to use their best efforts to assure speedy and non-confrontational resolution of any and all disputes between them.

35. This Agreement is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Leon, County, Florida, applying Florida Law.

36. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

GRANTEE NAME

STATE OF FLORIDA, EXECUTIVE OFFICE OF
THE GOVERNOR, Florida Energy and Climate Commission

By: _____
Title:

By: _____
Jeremy Susac
Executive Director

Date: _____

Date: _____

FEDERAL (ARRA/STIMULUS)
GRANT TEMPLATE

GRANT MANAGER NOTE: Attach proof of signature authority for Grantee signatory; this will be requested as part of any application or competitive proposal.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description
Attachment	A	Grant Work Plan
Attachment	B	Payment Request Summary Form
Attachment	C	Grant Progress Report Form
Attachment	D	Special Audit Requirements
Attachment	E	Federal Regulations
Attachment	F	Federal Funding Grantee, Sub-grantee and Contractor Agreement Provisions
Attachment	G	Debarment and Suspension Form
Attachment	H	Intellectual Property Provisions
Attachment	I	Disclosure of Lobbying Activities
Attachment	J	Property Reporting Form