

MICHIGAN BUREAU OF ENERGY SYSTEMS (BES)
Michigan Energy Code Training Grant
Request for Proposals (RFP)

Request for Proposals Released	Thursday, September 17, 2009
Last Day for Questions	Monday, October 5, 2009
Proposals Due	Friday, October 16, 2009
Maximum Award	\$50,000
Minimum Award	N/A
Match Requirement	None required
Purpose	To deliver commercial and residential energy code training throughout the State of Michigan to building officials, plan reviewers, building inspectors, electrical inspectors, plumbing inspectors and mechanical inspectors.
Applicant Eligibility	Nonprofit, public, and private entities or organizations

Any questions pertaining to this RFP must be sent in writing via mail, email, or fax. Telephonic questions cannot be answered.

Mail Applications To:

Patrick Hudson
DELEG Bureau of Energy Systems
611 W. Ottawa, 4th Floor
P.O. Box 30221
Lansing, MI 48909

Contact Information:

Phone: (517) 241-6154
Fax: (517) 241-6229
Email: HUDSONP1@michigan.gov

MICHIGAN ENERGY OFFICE
Michigan Energy Code Training Grant
Request for Proposals

PART I
GENERAL INFORMATION

I-A Purpose

The purpose of this Request for Proposal (RFP) is to obtain proposals from grant applicants qualified to deliver commercial and residential energy code training throughout the State of Michigan. At minimum, energy code training will be delivered to building officials, plan reviewers, building inspectors, electrical inspectors, plumbing inspectors and mechanical inspectors. Additional target audiences may include architects, engineers, designers, licensed residential builders, home building associations, alterations and maintenance contractors, and energy analysis professionals. The activities in the proposed grant will cover the period from January 1, 2009 through August 31, 2010.

It is expected that the grantee will be awarded \$50,000 for this comprehensive energy code training program delivery project. This Request for Proposal (RFP) provides interested parties with sufficient information to enable them to prepare and submit proposals for consideration by the State of Michigan to receive a grant.

I-B Eligibility Requirements

Eligible applicants include nonprofit, public, and private entities or organizations. Eligible applicants must be capable of adhering to the Generally Accepted Accounting Principles as specified in section II-G of this RFP document. Please complete and return Attachments 1 and 2 with the proposal. Eligible applicants must be capable of displaying energy code training schedule information on a publicly accessible website.

I-C Issuing Office and Funding Source

This RFP has been issued by the Issuing Office in coordination with The Michigan Department of Energy, Labor and Economic Growth, Bureau of Energy Systems . For technical assistance on program administration, the point of contact is Patrick Hudson, Residential Programs, Bureau of Energy Systems, 611 West Ottawa St., P.O. Box 30221, Lansing, Michigan 48909; telephone number: (517) 241-6154; fax number: (517) 241-6229; email address: HUDSONP1@michigan.gov.

This grant will be financed 100% by a federal funding program, and is contingent upon availability of funds. The source of funding is the U.S. Department of Energy.

I-D Grant Award

Grant award negotiations will be undertaken with the applicant whose proposal shows them to be best qualified, responsible and capable of performing the project. The expected award amount will be \$50,000. The grant that may be entered into will be that which is most advantageous to the State, selection criteria considered. A total of \$50,000 is budgeted for the program.

I-E Rejection of Proposals

The State reserves the right to reject any and all proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the State. This RFP is made for information or planning purposes only. The State will not award a grant solely on the basis of any response made to this request or otherwise pay for the information solicited or obtained.

I-F Incurring Costs

The State of Michigan is not liable for any cost incurred by an applicant prior to issuance of a grant agreement.

I-G Preproposal Conference

A preproposal conference will not be held for this RFP. Any inquiries should be submitted as outlined in Section I-H.

I-H Inquiries

Questions that arise as a result of this RFP must be submitted in writing to the Issuing Office either by mail, email, or fax. Telephonic questions cannot be answered. All questions must be submitted on or before Monday, October 5, 2009.

I-I Changes to the RFP

Written answers to questions that change or substantially clarify the RFP will be provided to all prospective applicants.

I-J Response Date

Proposals must arrive to the Issuing Office by 5pm on Friday, October 16, 2009. Applicants mailing proposals should allow normal delivery time to ensure timely receipt of their proposal. Proposals should be submitted to Patrick Hudson, Energy Office, 611 W. Ottawa, P.O. Box 30221, Lansing, Michigan 48909.

I-K Proposals

To be considered, applicants must submit a complete response to this RFP, using the format provided in Part V. An original signature copy plus three additional copies of each proposal must be submitted to the Issuing Office. No other distribution of proposals shall be made by these applicants. An official who is authorized to bind the applicant to its provisions must sign the proposal. For this RFP, the proposal must remain valid for at least sixty days.

I-L Acceptance of Proposal Content

The contents of this RFP and the proposal of the selected applicant become grant obligations if a grant award ensues. Failure of the selected applicant to accept these obligations may result in cancellation of the award.

I-M Economy of Preparation

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the applicant's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional materials, and so forth, are not desired. Emphasis should be on completeness and clarity of content.

I-N Oral Presentation

Applicants may be required to make an oral presentation of their proposal to the State. These presentations provide opportunity for the applicant to clarify the proposal to insure thorough mutual understanding. The Issuing Office will schedule these presentations.

I-O Prime Applicant Responsibilities

The selected applicant will be required to assume responsibility for all grant activities offered in the proposal whether or not that applicant performs them. Further, the State will consider the selected applicant to be the sole point of contact with regard to grant matters, including, but not limited to payment of any and all costs resulting from the anticipated grant. If any part of the work is to be subcontracted, the Grantee must notify the state and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for the project and to require the Grantee to replace subcontractors found to be unacceptable. The Grantee is totally responsible for adherence by the subcontractor to all provisions of the Grant.

I-P Grant Payment Schedule

Payment for any grant entered into as a result of this RFP will be made according to the following:

Payment requests can be made on a monthly or quarterly basis. Payments will be made to the grantee upon receipt and approval by the Project Manager of a billing statement (see section IV-B, 3 & 4 of this RFP document for details about the payment request process). The grant is subject to a 15% holdback amount. The payment of the final 15% of the grant amount shall be made after completion of the project and after the Grant Administrator has received and approved a final report.

I-Q News Releases

News releases pertaining to this RFP or the project to which it relates will not be made without prior State approval, and then only in coordination with the Issuing Office.

I-R Disclosure of Proposal Contents

All information in a bidder's proposal and any Grant resulting from this RFP is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

I-S Copyrighted Materials

The selected applicants shall agree to grant to the State a nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of all material developed as a result of this project. The selected applicants further shall agree that they will not to copyright any material developed as a result of the project.

PART II
GENERAL PROVISIONS

II-A Project Changes

Grantee must obtain prior written approval for major project changes from the Grant Administrator

II-B Record Retention

The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven (7) years or greater as provided by law following the creation of the records or documents.

II-C Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

II-D Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

II-E Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

II-F Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

II-G Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

II-H Audit

The Grantee agrees that the State may, upon 24-hour notice, perform an audit and/or monitoring review at Grantee's location(s) to determine if the Grantee is complying with the requirements of the Agreement. The Grantee agrees to cooperate with the State during the audit and/or monitoring review and produce all records and documentation that verifies compliance with the Agreement requirements. The Grantor may require the completion of an audit before final payment.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in Office of Management and Budget (OMB) Circular A-133, \$500,000 or more in total federal funds in its fiscal year, then Grantee is required to submit a Single Audit report to all agencies that provided federal funds to the entity during the fiscal year being audited.

If the Grantee is a commercial or for profit organization which is a recipient of Workforce Investment Act Title I funds and expends more than the minimum level specified in OMB Circular A-133, \$500,000, then the Grantee must have either an organization-wide audit conducted in accordance with A-133 or a program specific financial and compliance audit conducted. Section .320(a) of OMB Circular A-133 states the Single Audit report must be submitted to the Grantor within thirty (30) days after the completion of the audit, but no later than nine (9) months after the end of the Grantee's fiscal year.

II-I Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

II-J Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

II-K Intellectual Property

Grantee grants to the Grantor a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the Deliverables and related documentation according to the terms and conditions of this Agreement. For the purposes of this license, “site-wide” includes any State of Michigan office regardless of its physical location.

The Grantor may modify the Deliverable and may combine the Deliverable with other programs or materials to form a derivative work. The Grantor will own and hold all copyright, trademarks, patent and other intellectual property rights in any derivative work, excluding any rights or interest in Deliverable other than those granted in this Agreement.

The Grantor may copy each Deliverable to multiple hard drives or networks unless otherwise agreed by the parties.

The Grantor will make and maintain no more than one archival copy of each Deliverable, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The Grantor may also make copies of the Deliverable in the course of routine backups for the purpose of recovery of contents.

In the event that the Grantee shall, for any reason, cease to conduct business, or cease to support the Deliverable, the Grantor shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

II-L Safety

The Grantee, all contractors, and subcontractors are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, contractors, and every subcontractor are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, all contractors and subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

II-M Indemnification

(1) General Indemnification

To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys’ fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Grantee in the performance of this Agreement and that are attributable to the negligence or tortious acts of the Grantee or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

(2) Employee Indemnification

In any and all claims against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Grantee or any of its subcontractors, the indemnification obligation under the Agreement shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Grantee or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

(3) Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service developed or supplied by the Grantee or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

The Grantee's duty to indemnify pursuant to this section continues in full force and effect, notwithstanding the expiration or early cancellation of the Agreement, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

II-N Cancellation

The State may terminate this Agreement without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

(1) Termination for Cause

In the event that Grantee breaches any of its material duties or obligations under this Agreement or poses a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may terminate this Agreement immediately in whole or in part, for cause, as of the date specified in the notice of termination. In the event that this Agreement is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Grantee shall be responsible for all costs incurred by the State in terminating this Agreement, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur.

(2) Termination for Convenience

The State may terminate this Agreement for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Agreement, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the services no longer practical or feasible. The State may terminate this Agreement for its convenience, in whole or in part, by giving Grantee written notice at least thirty (30) days prior to the date of termination. If the State chooses to terminate this Agreement in part, the Budget shall be equitably adjusted to reflect those reductions.

(3) Non-Appropriation

Grantee acknowledges that continuation of this Agreement is subject to appropriation or availability of funds for this Agreement. If funds to enable the State to effect continued payment under this Agreement are not appropriated or otherwise made available (including the federal government suspending or halting the program or issuing directives preventing the State from continuing the program), the State shall have the right to terminate this Agreement, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Grantee. The State shall give Grantee at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff). In the event of a termination under this section, the Grantee shall, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the Agreement.

(4) Criminal Conviction

The State may terminate this Agreement immediately and without further liability or penalty in the event Grantee, an officer of Grantee, or an owner of a 25% or greater share of Grantee is convicted of a criminal offense incident to the application for, or performance of, a State, public or private contract or subcontract or grant; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State reflects upon Grantee's business integrity.

(5) Approvals Rescinded

The State may terminate this Agreement without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to Grantee or may be effective as of the date stated in such written notice.

II-O No State Employees or Legislators

No member of the Legislature or Judiciary of the State of Michigan or any individual employed by the State shall be permitted to share in this Agreement, or any benefit that arises from this Agreement.

II-P Non-Discrimination

In the performance of the Agreement, Grantee agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Grantee further agrees that every subcontract entered into for the performance of this Agreement will contain a provision requiring non-discrimination in employment, as here specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq. and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Agreement.

II-Q Unfair Labor Practices

Pursuant to 1980 PA 278, MCL 423.231, et seq., the State shall not award a grant or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Grantee, in relation to the Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State may void any Agreement if, subsequent to award of the Agreement, the name of Grantor as an employer or the name of the subcontractor, manufacturer or supplier of Grantor appears in the register.

II-R Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

II-S Illegal Influence

(1) The Grantee certifies, to the best of his or her knowledge and belief that:

(a) No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal

contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(2) The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

II-T Governing Law

The Agreement shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

II-U Compliance with Laws

Grantee shall comply with all applicable state, federal, and local laws and ordinances ("Applicable Laws") in performing this Agreement.

II-V Jurisdiction

Any dispute arising from the Agreement shall be resolved in the State of Michigan. With respect to any claim between the parties, Grantee consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

II-W Assignment

Grantee shall not have the right to assign the Agreement, or to assign or delegate any of its duties or obligations under the Agreement, to any other party (whether by operation of law or otherwise), without the prior written consent of the Grantor. Any purported assignment in violation of this section shall be null and void.

II-X Entire Agreement

The Agreement, including any Attachments, constitutes the entire agreement between the parties with respect to the grant and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

II-Y Independent Contractor Relationship

The relationship between the State and Grantee is that of client and independent Contractor. No agent, employee, or servant of Grantee or any of its Subcontractors shall be or shall be deemed to be an employee, agent or servant of the State for any reason. Grantee will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the Agreement.

II-Z Conflicts

In the event of a conflict between the terms of this Agreement and any federal or state laws or regulations, the federal or state laws or regulations will supersede any contrary term contained in this Agreement.

PART III

WORK STATEMENT

III-A Purpose

The purpose of this Energy Codes Training project is to provide instructional training to building code officials, plan reviewers, building inspectors, electrical inspectors, plumbing inspectors and mechanical inspectors addressing compliance with Michigan's commercial and residential energy codes. Commercial and residential energy code training will apply to the most current energy codes adopted by the Michigan Department of Labor and Economic Growth, Bureau of Construction Codes. Instructor(s) and course content must be approved in accordance with PA 54 of 1976, Building and Inspectors Registration Act.

If within the grant period new energy codes are adopted through the administrative rulemaking process, the grantee will submit revised instructor and course content for approval in accordance with PA 54 of 1976, Building & Inspectors Registration Act. Reference information for PA 54 of 1976 can be found at:

[http://www.legislature.mi.gov/\(S\(p00t4yelkvatda4551bbck45\)\)/mileg.aspx?page=MclPASearch](http://www.legislature.mi.gov/(S(p00t4yelkvatda4551bbck45))/mileg.aspx?page=MclPASearch)

Reference information for education & training program approval application, and instructor approval application can be found at:

http://www.michigan.gov/dleg/0,1607,7-154-10575_33813_33821---,00.html

III-B Problem Statement

Commercial and residential building codes are subject to continual updates. Updated energy codes are necessary in order to best serve the State's businesses residents with maximum energy saving opportunities. Maximum energy savings can only be achieved if energy codes are recognized, understood and implemented. In an effort to increase understanding about how best to apply Michigan's commercial and residential building codes, Michigan building code officials must have access to quality code training information. Quality code training allows building code officials to educate building trade professionals about the proper application of energy codes, with the end goal of achieving code compliance for maximum energy efficiency.

III-C Objectives

Design course content and conduct commercial and residential energy code training for building officials, plan reviewers, building inspectors, electrical inspectors, plumbing inspectors and mechanical inspectors. Additional target audiences may include architects, engineers, designers, licensed residential builders, home building associations, alterations and maintenance contractors, and energy analysis professionals.

III-D Tasks

1. *Develop course content* including a thorough overview of commercial and residential energy code requirements for building professionals.
2. *Acquire course approval from the Michigan Bureau of Construction Codes.*
3. *Acquire instructor approval from the Michigan Bureau of Construction Codes.*
4. *Conduct commercial and residential energy code training sessions* for building code and building trade professionals as identified in section III-C of this RFP document.
5. *Provide results of training sessions* to the Michigan Bureau of Construction Codes, including number of attendees, location(s) of training sessions, summary of feedback responses from attendees, frequently asked questions generated from attendees and qualitative summary of the code training project.
6. *Adjust course content* in accordance with revised energy codes that may become established through the administrative rulemaking process within the code training grant period.

PART IV
PROJECT CONTROL AND REPORTS

IV-A Project Control

- (1) The selected applicant(s) will carry out the project under review of the State project manager. The Michigan Department of Energy, Labor and Economic Growth grant administrator will have final authority over the agency/grantee agreement.
- (2) Along with continuous liaison with the selected applicant, the State Grant Administrator will meet periodically with the selected applicant's project manager for the purpose of reviewing progress and giving necessary guidance to the selected applicant in solving problems which may arise.

IV-B Reports

- (1) The selected applicant(s) will provide the State project manager with quarterly progress reports as described in the grant agreement. At a minimum, the reports will outline the work accomplished during the reporting period, work to be accomplished during the next reporting period, real or anticipated problems that should be brought to the attention of the State project manager and notification of any significant deviation from previously agreed-upon work plans.
- (2) A final project report as described in the grant agreement must be submitted to the State project manager before the final grant payment is made. The selected applicant will submit a final report within 30 days following the grant period expiration. At a minimum, the final report will contain information describing:
 - a. Course content and training materials
 - b. Number of code training sessions conducted
 - c. Location(s) of code training sessions
 - d. Number of people who attended code training sessions
 - e. Summary of feedback responses from attendees
 - f. Qualitative evaluation of the program
- (3) Financial Status Reports (FSR) and/or Payment Requests. The selected applicant(s) shall submit a signed and dated FSR to the Grant Administrator indicating the amount of funds expended in each line item category of the budget. Financial status reports are due the 10th of the month following the end of each quarter, at a minimum.
 - a. Form #C-108 shall be used for both FSRs and payment requests. Form #C-108 in MS Excel will be electronically provided to selected applicant(s) by the Grant Administrator.

- b. Indicate in box #6 on Form #C-108 “Payment Request” or “Financial Status Report.” A payment request may be submitted in lieu of or in addition to an FSR.
 - c. Attach source documentation as specified in Part II, Section II-G, Accounting.
 - d. The expenditure of State funds shall be incurred within the grant period and reported by line item and compared to the budget.
 - e. In-kind or matched fund expenditures must occur within the established timeline for this grant and must be supported by source documentation, as specified in Part II, Section II-G, Accounting, and cannot be a cost in the Budget.
 - f. An individual authorized by the organization must sign and date Form #C-108 (box #14).
- (4) Final Financial Status Report (FSR)/Final Payment Request. The selected applicant(s) shall submit a signed and dated final FSR to the Grant Administrator indicating the amount of funds expended in each line item category of the budget along with the final report by September 30, 2010.
- a. On Form #C-108, indicate in box #5 “Final.”
 - b. Attach source documentation as specified in Part II, Section II-G, Accounting
 - c. The expenditure of State funds shall be incurred within the grant period and reported by line item and compared to the budget.
 - d. In-kind or matched fund expenditures must occur within the established timeline for this grant and must be supported by source documentation, as specified in Part II, Section II-G, Accounting
 - e. An individual authorized by the organization must sign and date Form #C-108 (box #14).

PART V
INFORMATION REQUIRED FROM APPLICANTS

Grant proposals must be submitted in the format outlined below:

V-A Identification of Organization

State the full name and address of the organization and, if applicable, other subordinate element(s) that will perform, or assist in performing, the work hereunder. Include the organization's federal identification number.

V-B Authorized Negotiators

Include the names and phone numbers of personnel authorized to negotiate the proposed grant agreement with the State.

V-C Management Summary

Describe in narrative form the nature and scope of the proposed community partnership how the project will be managed by the organization(s). Include quality assurance measures. Describe how the project will be evaluated.

V-D Work Plan

The Work Plan will consist of a description of the commercial and residential energy code training program. The description will follow this format:

Title code training session(s)

Description of code training session(s), including content covered

Total average length of code training session(s)

Target audience(s)

Estimated locations of code training sessions

Instructor(s) list

Estimated total number of attendees that will be reached during the grant period

Plan for adjusting program content in the event there are revisions to Michigan's commercial and residential energy codes during the grant program period.

V-E Project Evaluation

Describe how the project will be evaluated, including a summary of the attendee surveys and a qualitative review of the program. Submit as an appendix a copy of your proposed attendee survey.

V-F Prior Experience Disclosure

Prior experience with energy code training is important to the selection of a grantee. Proposals submitted should include a description of the applicant organization's experience in this area. If an applicant has received a Bureau of Energy Systems (formerly MI Energy Office) grant in previous years, a description of that project(s) and results should be included. The Issuing Office will consider past performance with energy code training programs when determining eligibility for grant funding.

V-G Personnel

Applicants must be able to staff a project team that clearly possesses talent and experience in energy code training. Identify key personnel by name and title and provide credential information for each.

V-H Time Frame

To assist in preparation of the proposal, the State contemplates that the projects will start January 1, 2010 and be completed by August 31, 2010.

V-I Budget Considerations

Applicants must submit a proposed budget for this project and include any appropriate narrative explanations. The grant will be paid out according to the grant payment schedule in I-P, section IV-B, 3 & 4 and/or any approved amendment to the budget. No match or local dollars are required. Maximum grant request is \$50,000. If successful completion of the project requires local dollars, these should be shown in the budget.

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

The following budget format should be used: (delete budget categories that are not applicable to proposal).

Please note the following guidelines for specific line items:

1. For those wishing to claim indirect costs, a sample of the costs used to derive the percentage claimed must be provided. Indirect costs in excess of 20% of State direct costs will not be reimbursable.
2. An expense must correspond to a specific line item in the project budget, along with any applicable descriptions, in order to be reimbursable, although additional voluntary cost-sharing is encouraged; exceptions or substitutions may only be made with prior written approval from the Grant Administrator.

	<u>Proposer</u>	<u>State</u>	<u>Partner/Other (identify)</u>	<u>Total</u>
<u>Cost Elements</u>				
Personnel (Position, rate, hours)				
Fringes (Explain how calculated)				
Travel (Provide details)				
Supplies & Materials				
Contractual (must be competitively bid)				
Total Direct Costs				
Indirect Costs				
Total Costs				

BUDGET TOTAL

The State of Michigan will expect to share in any cost savings realized by the selected applicant. Therefore, final grant reimbursement will be based on actual line item expenditures. The State's final share of each line item expense will be paid according to the proportionate rate of participation established by the grant budget and/or any approved amendment to the budget.

PART VI
SELECTION CRITERIA

All proposals received shall be subject to an evaluation by the Issuing Office. The Issuing Office will consider experience with energy code training projects when determining eligibility for grant funding. The evaluation for grant eligibility will be conducted in a manner appropriate to select the organization(s) for the purpose of entering into a grant to perform this project.

All proposals will receive an initial screening to insure that the eligibility criteria are met. Any proposals not meeting the eligibility requirements described in I-B will be rejected automatically. Proposals meeting the eligibility requirements will be evaluated according to the selection criteria and weighting factors listed below.

Total points equal 100.

VI-A Experience of organization and project team (20 points):

- (1) Experience of organization and project team related to building science (10 points).
- (2) Experience of organization and project team related to energy code training (10 points).

VI-B Management summary (10 points):

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

VI-C Proposed project (25 points):

- (1) Does the project scope of work address the objective of RFP (5 points)?
- (2) Will the project provide appropriate energy code training to building officials, plan reviewers, building inspectors, electrical inspectors, plumbing inspectors and mechanical inspectors in Michigan (5 points)?
- (3) Will the project appropriately address the most current Michigan commercial and residential energy codes (10 points)?
- (4) Will the project serve to increase energy code compliance in Michigan (5 points)?

VI-D Work plan (30 points):

- (1) Are project objectives clearly defined (2 points)?
- (2) Reasonableness of timeline for completion of project (3 points).
- (3) The quality of the plan to develop and implement the project (25 points).

VI-E Budget (10 points):

- (1) Budget line items are reasonable and detailed as requested (5 points).
- (2) Ability to minimize administrative and overhead costs (5 points).

VI-F Evaluation (5 points):

- (1) Evaluation plan includes summary of responses for code training attendees (2 points).
- (2) Evaluation plan includes quantitative summary of training project (3 points).

ATTACHMENT 1
DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH – BUREAU OF ENERGY
SYSTEMS
PROJECT MANAGEMENT FORM
FINANCIAL INFORMATION
PROVIDE ALL INFORMATION REQUESTED ON THIS FORM

Name of Financial Contact: _____

Project Title: _____

Please check or fill-in response where appropriate.

1. Have you had prior Federal awards? Yes No

2. Have you had an outside audit or an A-133 audit? Yes No

If yes, please provide most recent copy of the A-133 or outside audit.

INFORMATION FOR DETERMINING COGNIZANT AGENCY/OFFICE

3. Applicant's fiscal year end date is _____

4a. Identify Cognizant **Federal** Agency (agency providing the preponderance of Federal funding), and provide Agency name, a point of contact, phone number, and e-mail.

Agency: _____

Point of Contact: _____

Phone: _____

E-mail: _____

4b. To assist our office in validating Cognizant **Federal** Agency (4a), please provide following information for the five highest dollar award value for current Federal contracts, grants or awards (do not include sub-awards). (State Agencies and Universities can skip 4b)

Contract/Award #	Awarding Agency	Awarding Office	Start Date	End Date	Total Value

5a. If applicant has current DOE awards, identify Cognizant DOE **Office** (office providing the preponderance of DOE funding), and provide DOE office name, a point of contact, phone number, and e-mail.

Contract/Award #: _____

DOE Office: _____

Point of Contact (Contracting Officer): _____

Phone: _____

E-mail: _____

Awarding Agency: _____

5b. To assist our office in validating Cognizant DOE Office (5a), please provide following information for the five highest dollar value awards for current DOE contracts, grants or awards (do not include sub-awards). (State agencies and Universities can skip 5b)

DOE Contract/Award #	DOE Awarding Office	Start Date	End Date	Total Value

FINANCIAL MANAGEMENT SYSTEM

To qualify for Financial Assistance, compliance with 10 CFR 600.121 – Higher Education, Hospitals, and Other Nonprofit Organizations, 10 CFR 600.220(b) – State and local Government required or 10 CFR 600.311 – For-Profit Organizations is required. Please check applicable boxes below,

- The Financial Management System is in compliance with 10 CFR 600.121, 10 CFR 600.220(b), or 10 CFR 600.311.
- I do not know if my Financial Management System is in compliance with 10 CFR 600.121, 10 CFR 600.220(b), or 10 CFR 600.311. If this block is checked, complete the survey below.

Accounting System Survey

Yes No N/A

1. Is your Accounting System in accordance with Generally Accepted Accounting Principles applicable to the circumstances?
2. Accounting System provides for:
 - a. Segregation of direct costs from indirect costs.
 - b. Identification and accumulation of direct costs by project.
 - c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives (Project is final cost objective)
 - d. Accumulation of costs under general ledger control.
 - e. A timekeeping system that identifies employees' labor by intermediate and final cost objectives.
 - f. A labor distribution system that charges direct and indirect labor to appropriate cost objectives.
 - g. Interim (at least monthly) determination of costs charged to a project through routine posting of books of account.
 - h. Excluding costs charged to Government projects which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other provisions.
 - i. Identification of costs by project line item and by units (as if each unit or line item were a separate project) if required by the proposed award.

- 3. Is the Accounting System designed, and are the records maintained in such a manner that adequate, reliable data are developed for use in developing cost proposals?

- 4. Is the Accounting System currently in full operation?

ATTACHMENT 2
Internal Controls Questionnaire

	BUDGETS	Y	N	NA	COMMENTS
1.	Did the organization formally adopt a budget for the general fund and all special revenue funds in accordance with state law before the start of the fiscal year?				
2.	Are detailed budget vs. actual reports prepared monthly and reviewed by department heads or others in management?				
	SEGREGATION OF DUTIES				
3.	Are the following accounting functions and duties normally performed by separate employees?				
a.	Physically receipting cash or checks (either by mail or over the counter) and preparing or making bank deposits.				
b.	Authorizing or approving invoices for payment and printing or otherwise preparing checks.				
c.	Handling cash receipts or disbursements and preparing bank reconciliations or having direct access to the general ledger.				
d.	Initiating ACH wire transfers and preparing bank reconciliations or having direct access to the general ledger.				
4.	When staffing constraints require two or more key financial duties to be performed by a single individual, is his/her work reviewed by a responsible official?				
5.	Are employees with key financial responsibilities required to take vacations, with others performing their duties in their absence?				
	CASH HANDLING				
6.	Are authorized bank accounts and check signers periodically approved by the governing body?				
7.	Are all cash receipts accounted for sequentially, and filed with supporting documentation?				
8.	Are all bank deposits supported by one or more sequential cash receipts?				
9.	Are cash receipts stored in a physically safe (locked) location until taken to the bank?				
10.	Is access to each petty cash box limited to a single custodian?				
11.	Are petty cash reimbursements periodically reviewed or reconciled by an individual other than the custodian?				
12.	Are completed bank reconciliations reviewed by an individual other than the preparer?				
13.	Are investments managed by a responsible official with knowledge of the organization's investment policy?				
14.	Are detailed records maintained for all investments regarding purchase date, cost, maturity date, interest rate, etc.?				
15.	Are investment statements reconciled to the general ledger monthly by an individual not				

	responsible for managing the investment?				
	BILLING AND ACCOUNTS RECEIVABLE				
16.	When customers pay bills in person (i.e. at the counter), are they either given a receipt or have their bills stamped as paid?				
17.	Are monthly or quarterly statements sent to all customers?				
18.	Are past due or credit balances reviewed by someone other than the individual responsible for billing before making any adjustments to write-off or refund accounts?				
	PURCHASING AND ACCOUNTS PAYABLE				
19.	Are all purchases supported by either a purchase order or check request, signed by an authorized individual not responsible for preparing checks?				
20.	Are the expense distributions for all purchases reviewed and approved by the department requesting payment?				
21.	Are new vendors approved by someone other than the individual responsible for processing accounts payable?				
22.	Are all checks either (a) hand signed by an authorized individual not responsible for preparing the checks, or (b) if mechanically or electronically signed, is a check register reviewed by an authorized individual not responsible for preparing the checks?				
23.	Is unused check stock stored in a physically safe (locked) location?				
24.	When checks are voided or spoiled, are they stamped VOID and retained?				
	PERSONNEL AND PAYROLL				
25.	Are accounting personnel subject to a background check prior to hiring?				
26.	Are new employees approved by someone other than the individual responsible for processing payroll?				
27.	Are the pay rates of all employees approved annually by the governing body and appropriately documented?				
28.	Do all non-salaried employees prepare timecards, timesheets, or other evidence of time worked?				
29.	Are time and attendance records approved and signed by an appropriate supervisor prior to processing payroll?				
30.	Before running payroll checks, is a payroll register reviewed and approved by an authorized individual not responsible for preparing the checks?				
31.	Do employee pay stubs display a detail of hours worked, gross pay, and all withholdings and deductions?				
32.	Are withholding accounts periodically reviewed and reconciled to ensure that all required payments are made on a time basis?				
	INVENTORY				
33.	Are inventories adequately safeguarded				

	against loss, theft, or misuse by being kept in locked enclosures with restricted access?				
34.	Are perpetual inventory records maintained and periodically compared against physical counts.				
35.	Are adjustments to inventory balances (due to loss or spoilage) reviewed and approved by an appropriate individual?				
	CAPITAL ASSETS				
36.	Are detailed capital asset records maintained, including acquisition date, useful life, and historical cost?				
37.	Are capital assets that are susceptible to theft (e.g. vehicles, computers, etc.) appropriately inventoried and monitored throughout the year?				
38.	Are capital asset records reviewed annually by various departmental representatives or additions and disposals?				
39.	Are depreciation schedules updated annually, and reviewed by a responsible official?				
	DEBT				
40.	Are all new borrowings and leases allowable under state law and properly approved by the governing body?				
41.	Does management periodically determine that the government is complying with all applicable debt covenants and other compliance requirements?				
42.	Does an appropriate official oversee the use of bond proceeds to ensure they are only spent on allowable costs and activities?				
	GENERAL LEDGER AND JOURNAL ENTRIES				
43.	Are all balance sheet accounts periodically reviewed and reconciled against supporting documentation and subsidiary ledgers, where appropriate?				
44.	Are all journal entries reviewed and approved by an employee other than the preparer?				
45.	Are all journal entries accounted for sequentially, and filed with supporting documentation?				
46a.	Is access to computerized accounting records restricted to authorized individuals (e.g., by using passwords)?				
46b.	If used, is the authorization/password process, permitting access to accounting records, overseen by other than accounting personnel?				
47.	Do software controls prevent accounting transactions from being deleted or modified once posted?				
	GRANT ADMINISTRATION				
48.	Are all new grant agreements properly approved by the governing body prior to requesting funds?				
49.	Are all grant expenditures reviewed by a project manager knowledgeable of the grant				

	requirements to ensure only eligible expenditures are incurred?				
50.	Are all reimbursement requests reviewed by a responsible official to ensure that they are in agreement with the accounting records?				