



**Michigan Economic Development Corporation,  
*Michigan Energy Office***

**Request for Proposal: *Regional Energy Demonstration Centers***

**October 20, 2011 to November 18, 2011**

**Rick Snyder, Governor  
State of Michigan**

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Consumer Education & Renewable Energy Programs**

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# PART I

## GENERAL INFORMATION

### I-A Purpose

Cost effective energy efficiency and renewable energy products effectively lower the amount of money that Michigan citizens spend on energy, allowing this money to be spent in support of economic recovery and diversification. Despite rising energy costs, however, many homebuilders, remodelers, homeowners, homebuyers and businesses have yet to fully capitalize on cost-effective energy efficiency and renewable energy opportunities. The Regional Energy Demonstration Center project seeks to provide better information and more effective outreach to all market actors in an effort to enhance their ability to fully capitalize on their energy efficiency and renewable energy assets.

The purpose of this Request for Proposal (RFP) is to obtain proposals from non-profit organizations to operate *Regional Energy Demonstration Centers* designed to facilitate economic recovery in Michigan through increased research, development, commercialization and utilization of cost-effective energy efficiency and renewable energy technologies. Activities will include energy efficiency and renewable energy (EE/RE) related educational programs for home builders, remodelers, homeowners, home buyers, communities, local government and green businesses on topics including, but not limited to, energy efficiency, energy efficient design, renewable energy and related technologies, products and processes, related financing and, where necessary, associated regulatory issues. The Centers will also serve as a Subject Matter Expert to regional and local economic development organizations and Michigan Municipal League Green Community participants. Finally, one Center will pilot a green incubation initiative and manage a new Regional EDC Network. The activities in the proposed grant(s) will cover eight months from January 1, 2012 through August 31, 2012.

The grantee(s) will receive a sum amount for each participant in its energy efficiency seminars or tours, public presentations given to improve economic development, and the finance of one energy efficiency/renewable energy incubation to stimulate green business start-ups. Additional funding will be allocated for regional collaboration activities. Finally, additional funding will be made available to one center for incubation activities and network-related coordination. 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

Only Michigan Energy Demonstration Centers that have been **formally designated** as such by the Michigan Economic Development Corporation-Michigan Energy Office (MEO) are eligible to apply for these grants ([Current Michigan Energy Demonstration Centers](#)). The MEDC, Michigan Energy Office will consider the past performance when determining eligibility for grant funding and **only one Center** will be funded within a given MEDC Economic Development Collaborative region. Depending on funding availability, the Michigan Energy Office may also not fund EDC's in all ten (10) regions. One Center will pilot an EE/RE Incubation program to encourage the formation and growth of EE/RE-related entrepreneurial ventures. The EE/RE Incubation Center will also be designated as the Coordinator of a new Regional Energy Demonstration Center Network. (See **Attachment 4 in this RFP for Economic Development Regions**)

Eligible applicants must:

- Feature a physical facility that demonstrates examples of energy efficiency and renewable energy on site including but not limited to exhibits and/or current technologies;
- Feature an accessible website that posts information about the organization's energy demonstration center and programs;

- Form a formal agreement with the Michigan Municipal League's Green Communities program and serve as a collaborator with, and Subject Matter Expert resource to, communities in their region that participate in the Michigan Municipal League's Green Communities Challenge program. (A letter of support from MML must accompany your grant proposal along with their list of Green Communities in the region).
- Form a formal collaboration with MEDC's Collaborative Partners in the region (see attachment 4) and serve as a Subject Matter Expert resource to them for EE/RE related business development within the region.
- Serve as a subject matter and resource expert in support of regional energy efficiency and renewable energy business formation, growth and/or diversification.
- Participate in a Regional Energy Demonstration Center Network to facilitate the sharing of Best Practices among all Centers.
- EDC Plus - One Center will pilot an EE/RE Incubation program to encourage the formation and growth of EE/RE-related entrepreneurial ventures. The EE/RE Incubation Center will also be designated as the Coordinator of a new Regional Energy Demonstration Center Network.

### **I-C Issuing Office and Funding Source**

This RFP has been issued by the Michigan Economic Development Corporation (MEDC), Michigan Energy Office (MEO) (Issuing Office). The **point of contact** in the Michigan Energy Office for this RFP and related program administration is:

Roger A. Doherty, Coordinator  
 Energy Demonstration Center Program  
 MEDC, Michigan Energy Office  
 Phone: (517) 241-6224 dohertyr1@michigan.gov

Projects under this RFP will be funded, in whole or in part, with funds allocated to the State Energy Program, program year 2012, authorized under 10 Code of Federal Regulation Part 420.

### **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. Awards will range from \$15,000 to \$20,000 for EDC operations. An additional grant of \$5,000 will be awarded to one EDC for green incubation initiatives and coordination of a new Regional EDC Network. The grant that may be entered into will be that which is most advantageous to the State, selection criteria considered. A total of \$125,000 is budgeted for the program. If not all dollars are committed, the \$20,000 grant award ceiling may be waived. Please Note: the Michigan Energy Office does not have enough funding to provide EDC grants in all ten (10) MEDC Economic Development Collaborative Regions (See Attachment 4 for Economic Development regional Map).

### **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 Call will be held for this RFP. The Date is to be determined. The grant coordinator will notify all State Energy Demonstration Centers of this call in date. 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, November 14, 2011**.

### **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 **4:30 pm on Friday, November 18, 2011**. Applicants mailing proposals should allow normal delivery time to ensure timely receipt of their proposal. Proposals should be submitted to Roger Doherty, Coordinator, Regional Energy Demonstration Center Program, MEDC, Michigan Energy Office, 300 N. Washington Square, 2nd Floor, Lansing, MI 48913.

### **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, economically and in accordance with sound environmental principles 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 quarterly basis. Payments will be made to the grantee upon receipt and approval by the Project Manager of a billing statement. Documentation of seminar attendance shall be submitted with each billing statement. Payments of \$20 per seminar attendee with a cap of \$15,000 for Objective 1 will be based on the documentation of seminar attendance, please see [Attachment 3](#) for attendance sheet. Payment will only be made for an individual to attend a type of seminar once and payment will not be made for any employees or contractors of the selected applicant(s). Payment for Objective 2 and 3 will be based on the level of accomplishment. This accomplishment will be weighed based on a satisfactory or unsatisfactory scale. The grantee that is selected for Objective IV, (incubation site) will be paid upon the grant award. 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 State Energy Program 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 State Energy Program 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 State Energy Program 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, Appendix B, must have prior written approval of the State Energy Program 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 (see Attachments 1 and 2). 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 OMB Circular A-133 (\$500,000 as of June 27, 2003) 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 Office of Management and Budget (OMB) Circular A-133 (\$500,000 as of June 27, 2003), 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 State Energy Program 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 tortuous 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 sub-recipients 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 including the National Policy Assurances found at [http://www.michigan.gov/documents/dleg/National\\_Policy\\_Assurances\\_Aug\\_2008\\_303579\\_7.pdf](http://www.michigan.gov/documents/dleg/National_Policy_Assurances_Aug_2008_303579_7.pdf).

## **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 convenient 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 Request for Proposal (RFP) is to obtain proposals from non-profit organizations to operate *Regional Energy Demonstration Centers* designed to facilitate economic recovery in Michigan through increased research, development, commercialization and utilization of cost-effective energy efficiency and renewable energy technologies. Activities will include energy efficiency and renewable energy (EE/RE) related educational programs for home builders, remodelers, homeowners, home buyers, communities, local government and green businesses on topics including, but not limited to, energy efficiency, energy efficient design, renewable energy and related technologies, products and processes, related financing and, where necessary, associated regulatory issues. The Centers will also serve as a Subject Matter Expert to regional and local economic development organizations and Michigan Municipal League Green Community participants. Finally, one Center will pilot a green incubation initiative and manage a new Regional EDC Network.

### **III-B Problem Statement**

Cost effective energy efficiency and renewable energy products effectively lower the amount of money that Michigan citizens spend on energy, allowing this money to be spent in support of economic recovery and diversification. Despite rising energy costs, however, many homebuilders, remodelers, homeowners, homebuyers and businesses have yet to fully capitalize on cost-effective energy efficiency and renewable energy opportunities. The Regional Energy Demonstration Center project seeks to provide better information and more effective outreach to all market actors in an effort to enhance their ability to fully capitalize on their energy efficiency and renewable energy assets.

### **III-C Objectives**

- Objective 1 – EE/RE Seminars and Tours. Conduct EE/RE Seminars and Tours to educate Michigan citizens about the wide range of cost-effective energy efficiency and renewable energy opportunities, products and practices available to them, resulting in the increased research, development, commercialization and adoption of cost effective energy efficiency and renewable energy technologies, products and processes. (NOTE: It is the intention that Seminars and Tours reach consumers and not serve as a professional development educational program. If a grantee is the sponsor of a conference or major event, attendees at the conference or major event cannot be participants for the grantee’s seminars & tours program).
- Objective 2 – Green Economy. Collaborate with the Michigan Municipal League’s (MML) Green Communities and the MEDC’s Economic Development Collaborative partners to encourage: (a) local communities and regions to effectively capitalize on their energy efficiency and renewable energy assets as a “value for government” initiative; and (b) the formation, growth and/or diversification of regional businesses seeking to research, develop and/or commercialize competitive energy efficiency and renewable energy technologies, products and/or processes in support of regional economic recovery and diversification efforts.
- Objective 3 – Regional Network. Improve the operations and effectiveness of the EDC’s by forming a Regional EDC Network to share best practices and resources and to encourage collaboration.
- Objective 4 – EE/RE Incubation. Encourage the development of incubator-based tools and resources in support of EE/RE business formation and growth.

### **III-D Tasks**

#### ***Objective 1 – EE/RE Seminars and Tours***

- *Plan seminars and tours* including development of agenda, content, and materials (including attendee survey).
- *Market seminars and tours* including announcements and articles in the publications of business and trade organizations and development and distribution of promotional literature.
- *Conduct seminars and tours* including registration of participants and presentations. Seminars and tours will cover a variety of cost-effective energy efficiency and renewable energy opportunities.
- *Evaluate seminars and tours* including a survey of participants to determine whether the length of the seminar was adequate, the usefulness of material presented, expected actions to be taken, products expected to be purchased, and recommendations on strengthening seminars and tours as a trigger for consumer/builder action. Include results of 50% or more of the attendee survey responses. Include a qualitative evaluation of the one-year program.

#### ***Objective 2 – Green Economy***

- Formally alert local/regional representatives from MML’s Green Communities and MEDC’s Economic Development Collaborative partners of the EDC and its Subject Matter Expertise as it relates to EE/RE and the formation, growth and/or diversification of regional green businesses seeking to research, develop and/or commercialize competitive energy efficiency and renewable energy technologies, products and/or processes.
- Formally alert representatives of MML’s Green Communities Challenge program and EDC’s Economic Development Collaborative partners of the EDC’s Subject Matter Expertise and interest in collaborative efforts to help the region better capitalize on its energy efficiency and renewable energy assets.
- Document any energy efficiency, renewable energy and/or green business-related outcomes where the EDC played a significant support role.

#### **Objective 4 – Regional Energy Demonstration Center Network**

- Participate in a new Regional Energy Demonstration Center Network designed to facilitate the sharing of Best Practices, collaboration and resources.

#### **Objective 4 – EDC Plus: EE/RE Incubation Pilot Program and Regional Energy Demonstration Center Network**

- EDC Plus - One Center will be awarded an additional \$5,000 grant to pilot EE/RE-related business incubation. This Center will also serve as the Coordinator of the new Regional Energy Demonstration Center Network.

# PART IV PROJECT CONTROL AND REPORTS

## IV-A Project Control

The selected applicant(s) will carry out the project under review of the State Grant Administrator. The Michigan Department of Energy, Labor, & Economic Growth State Grant Administrator shall have final authority over the Agency/Grantee Agreement.

Along with continuous liaison with the selected applicant(s), the State Grant Administrator will meet as needed with the selected applicant's contact person for the purpose of reviewing progress and providing necessary guidance to the selected applicant(s) in solving problems that arise.

Prior to executing any changes to the scope of the project and/or budget, the selected applicant(s) must inform the State Grant Administrator in writing outlining the proposed changes.

## IV-B Reports

- 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 Program Objectives and related Activities, Program Outputs and Outcomes:

<b><u>Objective and related Activity</u></b> - The specific program/service that is being completed. E.g.,	<b><u>Program Outputs Program Outputs</u></b> - the measurable change that occurs when the activity is delivered to the program participant(s). E.g.,	<b><u>Program Outcomes</u></b> – The economic impacts of the measurable change that occurs when an activity is actualized. E.g.,
<ul style="list-style-type: none"> <li>• EE/RE Seminars and Tours</li> <li>• Green Economy Activities</li> <li>• Green Incubation Activities</li> <li>• EDC Regional Network Activities</li> </ul>	<ul style="list-style-type: none"> <li>• Participation in workshops, demonstrations viewed, webinar participation, etc.</li> <li>• Craft, Adopt and Diffuse EE/RE Policies</li> <li>• Collaborative Projects/Initiatives</li> <li>• Other</li> </ul>	<ul style="list-style-type: none"> <li>• Amount of Deployed Capital</li> <li>• Contracts Secured by Clients</li> <li>• Additional Related Grants and Funding secured to support EDC</li> <li>• Dollars/Energy Saved by EE/RE Implementations</li> <li>• Formation and/or growth of EE/RE-related ventures</li> <li>• Other</li> </ul>

Work to be accomplished during the next reporting period and any 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. Quarterly reports will be due according to the following schedule:

Time Period	Report Due
January 1, 2012 – March 31, 2012	April 15, 2012
April 1, 2012 – June 30, 2012	July 15, 2012
July 1, 2012 – August 31, 2012	September 15, 2012

Note: Final Quarter consists of only 2 months; projects are to be completed by August 31, 2012.

- 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:

- a. Description of marketing activities
  - b. Description of seminar and tour activities
  - c. Number and type of workshops, training, and education sessions held
  - d. Number of people attending workshops, training, and education sessions
  - e. Summary of at least 50% of the seminar and tour surveys
  - f. Relation of Program outputs to MEDC Focuses and Initiatives
  - g. Qualitative evaluation of the program
  - h. Quantitative evaluation of the program:
    - Amount of Deployed Capital
    - Contracts Secured by Clients
    - Additional Related Grants and Funding secured to support EDC
    - Dollars/Energy Saved by EE/RE Implementations
    - Formation and/or growth of EE/RE-related ventures
    - Other
3. Financial Status Reports (FSR) and/or Payment Requests (C108). 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 15<sup>th</sup> of the month following the end of each quarter. Payment requests will be submitted as needed.
- 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.

#### **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 (see Attachments 1 and 2). 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.”

- d. The expenditure of State funds shall be incurred within the grant period and reported by line item and compared to the budget.
  - e. An individual authorized by the organization must sign and date Form #C-108 (box #14).
4. Final Financial Status Report (FSR)/ Final Payment Request (C108). 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, 2012.
- a. **On Form #C-108, indicate in box #5 “Final.”**
  - b. **Attached 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. **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-E Work Plan**

The Work Plan will consist of a description of an Energy Efficient Home Seminar or Tour for each type of seminar or tour proposed. The description will follow this format:

#### **Objective 1 – EE/RE Seminars and Tours**

- **Title of Objective and Activity**
- **Brief description of the Activity**
- **Immediate, intermediate and/or long term positive change that occurred in the recipients of the Activity**
- **Length of Activity**
- **Target Audience (delineate consumer audience from professional development audience)**
- **Location of Activity**
- **Topics and Amount of Time Spent on Each Topic**
- **Presenter(s)**
- **Fee or Charge If Any**
- **Estimated Annual Attendance**

#### **Objective 2 – Green Economy**

Formally alert local/regional representatives from MML's Green Communities and MEDC's Economic Development Collaborative partners of the EDC and its Subject Matter Expertise as it relates to energy efficiency and renewable energy and the formation, growth and/or diversification of regional green businesses seeking to research, develop and/or commercialize competitive energy efficiency and renewable energy technologies, products and/or processes. Formally alert representatives of MML's Green Communities Challenge program and EDC's Economic Development Collaborative partners of the EDC's Subject Matter Expertise and interest in collaborative efforts to help the region better capitalize on its energy efficiency and renewable energy assets.

**Applicants will need to describe their process for obtaining information and evaluating any energy efficiency, renewable energy and/or green business-related outcomes where the EDC played a significant support role and which relate to the reporting requirements (Outputs and Outcomes).**

#### **Objective 3 – Regional Energy Demonstration Center Network**

Participate in a new Regional Energy Demonstration Center Network designed to facilitate the sharing of Best Practices, collaboration and resources.

**Applicants will need to indicate their agreement to actively participate in the Regional EDC and their related information sharing and networking capabilities and plans in support of the required Program Outputs and Outcomes.**

**Objective 4 – EDC Plus: EE/RE Incubation Pilot Program and Regional Energy Demonstration Center Network**

One Center will be awarded an additional \$5,000 grant to pilot EE/RE-related business incubation. This Center will also serve as the Coordinator of the new Regional Energy Demonstration Center Network.

**Applicants will need to describe their process for obtaining information and evaluating any incubator-related tools development and/or programs as well as how they will coordinate the Regional EDC’s information sharing and networking in relation to the required Program Outputs and Outcomes.**

**V-F Project Evaluation**

Describe how the project will be qualitatively and quantitatively (Outputs and Outcomes) evaluated, including a summary of the attendee surveys. Submit as an appendix a copy of your proposed attendee survey.

**V-G Prior Experience Disclosure**

Prior experience in energy efficiency, renewable energy and community development is important to the selection of a grantee. Proposals submitted should include a description of the applicant organizations experience in this area.

**V-H Personnel**

Applicants must be able to staff a project team that clearly possesses talent and experience in conducting the type of work proposed. In the narrative, identify the authorized contact person and key personnel to be involved with this project, by name and title, and provide their qualifications. Also, provide the Issuing Office with a résumé for each person listed on the budget, including persons listed under in-kind or matched funds.

If other organizations will be playing a role in the proposed project in coordination with this grant, provide sufficient background information on them in order to give the Issuing Office a reasonable understanding of their qualifications.

**V-I Time Frame**

To assist in preparation of the proposal, the State contemplates that the projects will start January 1, 2012 and be completed by August 31, 2012. Applicants are required to provide a timeline for completing the planned activities and tasks for their grant project from January 1, 2012 to August 31, 2012.

**V-J 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 and/or any approved amendment to the budget. Maximum grant request is \$20,000 for regular EDC’s and \$25,000 for the EDCPlus. Applicants submitting a proposal for EDCPlus (EE/RE Incubator and Regional EDC Network Coordination Option) must have separate budgets for each project (EDC & EDCPlus). The amount for Objective 1 cannot exceed \$15,000.

**V-K Additional Information and Comments**

Include any other information that is believed to be pertinent, but not specifically requested elsewhere in this RFP (i.e. marketing plan, attendance potential, etc).

**V-L Certification of Proposal**

Please sign the proposal and include the following language:

I certify that all information contained in the proposal is true to the best of my knowledge and belief, and that the organization is in compliance and agreement with all sections of the request for proposal.

Certified by: \_\_\_\_\_

Authorized Signatory and Title

Name of Organization

Telephone Number

Fax Number

Email Address

# PART VI

## **SELECTION CRITERIA**

All proposals received shall be subject to an evaluation by the Issuing Office. This evaluation 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 using a 100 point scale according to the selection criteria listed below. Applicants may be asked to make oral presentations before a final decision is made. Applicants must achieve a minimum total score of Good to be considered eligible for consideration:

- Excellent: 100 Points
- Very Good: 90 - 99 Points
- Good: 80 – 89 Points
- Poor: 70 – 79 Points
- Fair: 60-69
- Non-Responsive: 0 Points

### **Project I- Energy Demonstration Centers and Green Economy - Objectives 1, 2, & 3**

**VI-A Organization Experience** - Experience of organization and project manager related to energy efficiency, renewable energy, green business development, marketing and conducting seminars or tours - 20 points.

**VI-B Presenter Experience** - Experience of presenter(s) related to the presentation topic(s) – 20 Points.

**VI-C Management Summary** – 5 Points.

**VI-D Content of Objectives** - (30 Points) (10 Points for each of the three objectives)

**VI-E Program Outcomes** - relationship of Activity & Output to Outputs and Outcomes – **10 Points (see below)**

<b><u>Objective and related Activity</u></b> - The specific program/service that is being completed.	<b><u>Program Outputs</u></b> <b>Program Outputs</b> - the measurable change that occurs when the activity is delivered to the program participant(s):	<b><u>Program Outcomes</u></b> – The economic impacts of the measurable change that occurs when an activity is actualized:
<ul style="list-style-type: none"> <li>• EE/RE Seminars and Tours</li> <li>• Green Economy Activities</li> <li>• Green Incubation Activities</li> <li>• EDC Regional Network Activities</li> </ul>	<ul style="list-style-type: none"> <li>• Participation in workshops, demonstrations viewed, webinar participation, etc.</li> <li>• Craft, Adopt and Diffuse EE/RE Policies</li> <li>• Collaborative Projects/Initiatives</li> <li>• Other</li> </ul>	<ul style="list-style-type: none"> <li>• Amount of Deployed Capital</li> <li>• Contracts Secured by Clients</li> <li>• Additional Related Grants and Funding secured to support EDC</li> <li>• Dollars/Energy Saved by EE/RE Implementations</li> <li>• Formation and/or growth of EE/RE-related ventures</li> <li>• Other</li> </ul>

**VI-F Project Evaluation** – 15 Points.

**Project II- EDC Plus: EE/RE Incubator and Regional EDC Network Coordination Option – Objective 4**

**VI-A Organization Experience** - Experience of organization and project manager related to energy efficiency, renewable energy, green business development, marketing and conducting seminars or tours - 20 points.

**VI-B Presenter Experience** - Experience of presenter(s) related to the presentation topic(s) – 20 Points.

**VI-C Management Summary** – 5 Points.

**VI-D Content of Objectives** - 30 Points (Objective 4)

**VI-E Program Outcomes** - relationship of Activity & Output to Outputs and Outcomes – **10 Points** (see below)

<b><u>Objective and related Activity</u></b> - The specific program/service that is being completed.	<b><u>Program Outputs Program Outputs</u></b> - the measurable change that occurs when the activity is delivered to the program participant(s):	<b><u>Program Outcomes</u></b> – The economic impacts of the measurable change that occurs when an activity is actualized:
<ul style="list-style-type: none"> <li>• EE/RE Seminars and Tours</li> <li>• Green Economy Activities</li> <li>• Green Incubation Activities</li> <li>• EDC Regional Network Activities</li> </ul>	<ul style="list-style-type: none"> <li>• Participation in workshops, demonstrations viewed, webinar participation, etc.</li> <li>• Craft, Adopt and Diffuse EE/RE Policies</li> <li>• Collaborative Projects/Initiatives</li> <li>• New EE/RE Incubation Tools, Programs, etc.</li> <li>• Other</li> </ul>	<ul style="list-style-type: none"> <li>• Amount of Deployed Capital</li> <li>• Contracts Secured by Clients</li> <li>• Additional Related Grants and Funding secured to support EDC</li> <li>• Dollars/Energy Saved by EE/RE Implementations</li> <li>• Formation and/or growth of EE/RE-related ventures</li> <li>• Other</li> </ul>

**VI-F Project Evaluation** – 15 Points.

**ATTACHMENT 1**

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION  
MICHIGAN ENERGY OFFICE 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? (Specify type)       Yes    No
  - If yes, please provide most recent copy of the A-133 or outside audit.
  - Even if no audit has been performed, please provide an independent review statement.

**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 subawards).

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

- 5a. If applicant has current Department of Energy 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 600.31 1. If this block is checked, complete the survey below.

<b>Accounting System Survey</b>			
1. Is your Accounting System in accordance with Generally Accepted Accounting Principles applicable to the circumstances?	Yes	No	N/A
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.			

<b>Accounting System Survey continued</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
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

	<b>BUDGETS</b>	<b>Y</b>	<b>N</b>	<b>NA</b>	<b>COMMENTS</b>
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?				
	<b>SEGREGATION OF DUTIES</b>	<b>Y</b>	<b>N</b>	<b>NA</b>	<b>COMMENTS</b>
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?				
	<b>CASH HANDLING</b>	<b>Y</b>	<b>N</b>	<b>NA</b>	<b>COMMENTS</b>
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?				
	<b>BILLING AND ACCOUNTS RECEIVABLE</b>	<b>Y</b>	<b>N</b>	<b>NA</b>	<b>COMMENTS</b>
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?				
	<b>PURCHASING AND ACCOUNTS PAYABLE</b>	<b>Y</b>	<b>N</b>	<b>NA</b>	<b>COMMENTS</b>
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?				
	<b>PERSONNEL AND PAYROLL</b>	<b>Y</b>	<b>N</b>	<b>NA</b>	<b>COMMENTS</b>
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?				
	<b>INVENTORY</b>	<b>Y</b>	<b>N</b>	<b>NA</b>	<b>COMMENTS</b>
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?				
	<b>CAPITAL ASSETS</b>	<b>Y</b>	<b>N</b>	<b>NA</b>	<b>COMMENTS</b>
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?				
	<b>DEBT</b>	<b>Y</b>	<b>N</b>	<b>NA</b>	<b>COMMENTS</b>
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?				
	<b>GENERAL LEDGER AND JOURNAL ENTRIES</b>	<b>Y</b>	<b>N</b>	<b>NA</b>	<b>COMMENTS</b>
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?				
	<b>GRANT ADMINISTRATION</b>	<b>Y</b>	<b>N</b>	<b>NA</b>	<b>COMMENTS</b>

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?				

**ATTACHMENT 3**  
**ENERGY DEMONSTRATION CENTER**  
**SEMINAR ATTENDANCE SHEET**

Organization: \_\_\_\_\_

Date: \_\_\_\_\_ *(Please select attendee category)*

No.	Last Name	First Name	Remodeler	Builder	Home Owner	Home Buyer	Other
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I certify to the best of my knowledge and belief that this sheet is correct and complete and has been checked for duplicate attendants.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ATTACHMENT 4

ENERGY DEMONSTRATION CENTER  
MAP OF ECONOMIC DEVELOPMENT REGIONS

