



Renewable Energy Tools Program

REQUEST FOR PROPOSALS

Response Due: November 26, 2012

**Michigan Energy Office
Michigan Strategic Fund
300 N. Washington Square
Lansing, MI 48913**

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Renewable Energy Tools Program

Request for Proposals

PART I

GENERAL INFORMATION

I-A Purpose

Cost effective renewable energy (RE) products foster both community and economic reinvention in the state by effectively lowering the amount of money that Michigan citizens spend on energy. Towards that end, the aim of the *Renewable Energy (RE) Tools Program* is to improve the cost competitiveness of renewable energy by driving down the installed cost/unit-of-energy for renewable energy installations in the state. The purpose of this RFP is to solicit proposals from qualified applicants who will research, develop and deploy to Michigan communities the following items: (1) a new Michigan Solar Energy Program (MSEP) Permitting Guidebook; (2) two Zoning/Permitting Fact Sheets focusing on systems within city limits: (a) Michigan Urban BioEnergy Permitting, and (b) Michigan Urban Wind Permitting; (3) an Electrical Vehicle Factsheet that addresses issues associated with the application of renewable energy to EV charging stations; and, (4) a related RE Community guidebook/toolkit for consumers.

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 this funding. Prior experience in energy efficiency, renewable energy, community development, sustainability planning, Electric Vehicle Infrastructure, and RE Zoning/Permitting is critically important to the selection of a grantee. Applicants will be required to develop a Project Team made up of organizations which will agree to convene one or more training seminars/workshops/meetings of appropriate local governmental officials and stakeholders where they will receive training on the RE Permitting Guidebooks and related materials. Contractors will be required to draw from the U.S. DOE SunShot program, National Renewable Energy Laboratory (NREL) work on Local Clean Energy Policy, best case examples from Home Rule states, and a 2011/12 Michigan Solar PV Pilot Project in Saginaw County.

I-C Issuing Office and Point of Contact:

This Request for Proposal (RFP) has been issued by the Michigan Energy Office. All questions regarding this solicitation should be directed to:

Roger Doherty
Michigan Energy Office, MEDC
Michigan Strategic Fund
300 N. Washington Square
Lansing, MI 48913

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. It is expected that one grant award will be made for a total project budget, not to exceed, \$100,000. All activities funded by this grant must be completed by August 31, 2013.

As the State Energy Program is required to leverage funds to the maximum achievable level, applicants are required to make an In-kind Match. The In-kind Match will be a pledge by the grantee to maintain the Web Site and continue deployment to local communities through a series of workshops and seminars operated in conjunction with collaborating organizations, for a period not less than (3) three years.

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. 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 costs incurred by an applicant prior to issuance of a grant agreement.

I-G Pre-proposal Conference

No pre-proposal conference will 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 to the Michigan Energy Office by email only. Telephonic questions cannot be answered. All questions must be submitted on or before 5:00 PM, November 9, 2012. Submit questions to Roger Doherty, e-mail: dohertyr1@michigan.gov.

I-I Changes to the RFP

Written answers to questions will be posted on the Michigan Economic Development Corporation's web at <http://www.michiganadvantage.org/> by November 15, 2012.

I-J Response Date

Proposals must arrive at the Issuing Office by 5:00 p.m. on November 26, 2012.

Mail proposals to: Roger Doherty, Michigan Energy Office, MEDC, 300 N. Washington Square, Lansing, Michigan, 48913; Hand delivery: Michigan Energy Office, MEDC, 300 N. Washington Square, Lansing, Michigan, 48913. Applicants mailing proposals should allow normal delivery time to ensure timely receipt of their proposal. Proposals may also be emailed to Roger Doherty at dohertyr1@michigan.gov. Proposals must be submitted as complete documents. Additional information pertaining to a proposal received after the due date will not be accepted.

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 two additional hard copies and one electronic copy (via email to Roger Doherty at dohertyr1@michigan.gov or compact disc) 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 will result in cancellation of the award. 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.

The successful applicant(s) will be required to enter into a grant agreement with the State within 30 days of being notified of funding availability. The agreement consists of standard contract language, applicant's work plan, timetable, and budget information, a compensation clause that adheres to guidelines in this solicitation, and terms and conditions that outline some of the requirements.

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. Professional 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 (Recipient) 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 Recipient must notify the State and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, descriptive information concerning subcontractor's organizational abilities, Federal Employer Identification Number (FEIN), Duns number, and/or state license number. The State reserves the right to approve subcontractors for the project and to require the Recipient to replace subcontractors found to be unacceptable. The Recipient 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:

Progress payments up to a total of 85 percent of the state grant amount may be made to the Recipient upon receipt and approval by the Project Manager of a billing statement detailing the work for which payment is requested has been performed in accordance with the terms of the grant. All invoices or other documentation required to properly demonstrate that all costs claimed have been incurred and necessary match funds expended in the course of performing this grant shall be submitted with each billing statement. The payment of the final 15 percent of the grant amount shall be made only after the Project Manager has received and approved the 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 approval, and then only in coordination with the Michigan Energy 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 shall further agree not to copyright any material developed as a result of the project.

I-T Ineligible Applicants

Any applicant that is not formally designated as a Michigan Energy Demonstration Center by the Michigan Economic Development Corporation - Michigan Energy Office at the time their proposal is submitted for consideration.

I-U Matching Fund Requirements

Applicants are required to make an in-kind match. The in-kind match will be a pledge by the grantee to maintain the Web Site and continue deployment to local communities through a series of workshops and seminars operated in conjunction with collaborating organizations, for a period not less than (3) three years.

I-V Ineligible Costs/Pre-Award Costs

1. Activities initiated prior to execution of the grant agreement, including applicant's cost for preparing the financial assistance application.
2. Sick pay, vacation pay, holiday pay, payroll taxes, vehicles, computers, real property (e.g. land and buildings) parking, tuition reimbursement/remission, vehicle allowance, car rental, seminars, conferences, meetings, subscriptions, dues, and memberships.

3. Construction or repair of buildings or structures.
4. Activities undertaken after the grant agreement has expired.
5. Any costs not agreed upon within the executed agreement.

I-W Contract Reimbursement for Project Expenses

Contracts entered into by the Prime Applicant cannot extend beyond August 31, 2013. Applicants will be expected to make their own payments for actual costs identified within the agreements with third-parties such as materials, equipment, supplies, personnel, or other project expenditures and, subsequently, provide to the MEO detailed requests for reimbursement. These requests will document expenditures made, equipment purchased, and other eligible expenses incurred.

I-X Partner Responsibilities

Organizations partnering with selected applicant(s) must comply with the requirements of the solicitation and will be held to the same standards as prime applicants. Partnering organizations must respond to Part V, Information Required from Applicant, and must make grant/project accounting records available for audit by the State in accordance with Part II, Section II-G, Accounting, and Section II-H, Audit. Organizations partnering with selected applicant(s) must enter into a partnership agreement. A copy of the partnership agreement must be provided to the Grant Administrator.

I-Y Project Clarifications/Revisions

During the proposal review process, applicants may be contacted for clarification and for the purpose of negotiating changes in project activities, timetables, and budgeted costs. The Issuing Office reserves the right to award funds for an amount other than that requested and/or request changes to, or clarification of, the proposed project.

I-Z State Historic Preservation Office (SHPO) Review

Prior to the expenditure of federal funds, all projects involving ground-disturbing activity (e.g. excavation, grading, tree removals, utility installation) or work on building(s) that are fifty years of age or older (e.g. physical, structural, and other alterations) must undergo review in accordance with Section 106 of the National Historic Preservation Act of 1966 (Section 106 Review), regardless of the historic significance of the project building(s). The purpose of Section 106 Review is to avoid adverse impacts to historic properties that are listed in or *eligible* for listing in the National Register of Historic Places, including archaeological sites, structures and buildings. To be clear, if applicant is conducting ground-disturbing activity or work on a building(s) that is/are at least fifty years of age or older, applicant must complete in full the State Historic Preservation Office Application for Section 106 Review (see Attachment 3). The review process must be completed prior to the expenditure of federal funds. No project that results in an adverse effect to a historic property will be considered for funding. Projects may be modified to avoid adverse effects.

I-AA National Environmental Policy Act Requirements

All activities undertaken with grant funds must comply with the National Environmental Policy Act (NEPA) of 1969 (42 U.S.C. Section 4321 et seq). The funding agency will work with selected applicant to complete the Environmental Checklist form (see [Attachment 4](#)). Please note that prior to signing the agreement, selected applicant must

obtain in writing a letter of “good standing” from the Michigan Department of Environmental Quality. It is also the recipient’s responsibility to acquire all necessary environmental permits to operate in the state of Michigan.

I-BB Davis – Bacon Act Requirements

The Davis-Bacon Act requires all laborers and mechanics that are non-government employees, to receive prevailing wages. This requires that the US Department of Labor (DOL) wage rate report is included with agreements that are affected by the Davis-Bacon Act requirement. If applicable, all positions must be classified that are part of the job related to an agreement subject to the Davis-Bacon Act. Weekly time reporting requirements and necessary forms are listed in [Attachment 6](#).

I-CC State Energy Program Requirements

Applicant(s) **must** propose only those projects which can be completed (funds expended) by **August 31, 2013**. A final report of the project must be provided no later than 15 days after all funds are expended.

Note: To ensure the effective use of funds, projects will be evaluated based on the projected results of energy savings per dollar invested. Applicants are strongly encouraged to propose energy efficient technologies that will achieve no less than 10 million source BTUs saved annually per \$1,000 spent.

Successful proposals must focus on meeting the following performance metrics:

1. Economic growth
2. Jobs created
3. Energy saved
4. Greenhouse Gas (GHG) emissions reduced
5. Energy cost savings
6. Dollars leveraged

PART II
GENERAL PROVISIONS

II-A Project Changes

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

II-B Record Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven 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 Michigan Strategic Fund. All other program income shall either be reported and, upon approval of the Michigan Energy Office, added to the project budget and used to further eligible program objectives, or deducted from the total project budget. The final determination shall be made by the Grant Administrator.

II-D Share-in-savings

The State expects to share in any cost savings realized by the Recipient. Therefore, final Recipient 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, Recipient shall expend funds in the following order: 1) private or local funds; 2) federal funds; and 3) state funds. Recipient 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 7, must have prior written approval of the Project Administrator. Equipment is defined as nonexpendable personal property having a useful life of more than one year and a true value of \$1,000 or more. Such equipment shall be retained by the Recipient unless otherwise specified at the time of approval. All equipment purchased with grant funds shall be subject to the rules set forth in 10 CFR 600.130-137, 10 CFR 600.231-233, or 10 CFR 600.320-324 as applicable.

II-G Accounting

The Recipient 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 Recipient'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 and federal funds shall be reported by line item and compared to the Budget.

II-H Audit

The Recipient agrees that the State and its authorized representatives, including Federal Auditors, may, upon 24-hour notice, perform an audit and/or monitoring review at Recipient's location(s) to determine if the Recipient is complying with the requirements of the Agreement. The Recipient agrees to cooperate with the State and its authorized representatives, including Federal Auditors, during the audit and/or monitoring review, and produce all records and documentation that verifies compliance with the Agreement requirements.

If the Recipient is a governmental or nonprofit organization and expends the minimum level specified in the Office of Management and Budget (OMB) Circular A-133 (\$500,000 as of June 27, 2003) or more in total federal funds in its fiscal year, then Recipient 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 Recipient 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 the OMB Circular A-133 (\$500,000 as of June 27, 2003), then the Recipient 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 MEO within XX days after the completion of the audit, but no later than nine months after the end of the Recipient's fiscal year.

II-I Competitive Bidding

Pursuant to 10 CFR 600.143, the Recipient agrees that all procurement transactions involving the use of grant funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Recipient 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 Recipient 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

Recipient grants to the State a nonexclusive, 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 State may modify the deliverable and may combine the deliverable with other programs or materials to form a derivative work. The State 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 State may copy each deliverable to multiple hard drives or networks unless otherwise agreed by the parties.

The State 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 State 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 Recipient shall, for any reason, cease to conduct business, or cease to support the Deliverable, the State 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 Recipient, 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 Recipient, contractors, and every subcontractor are responsible for compliance with all federal, state, local laws, codes 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 Recipient, 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 Recipient 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 Recipient in the performance of this Agreement and that are attributable to the negligence or tortious acts of the Recipient 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 Recipient 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 Recipient 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 Recipient 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 Recipient 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 Recipient'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 the Recipient 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, the Recipient 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; and 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 Recipient 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

Recipient 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 Recipient. The State shall give Recipient 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 Recipient 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 the Recipient, an officer of Recipient, or an owner of a 25 percent or greater share of Recipient 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 Recipient'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 the Recipient 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, the Recipient 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. Recipient further agrees that every subcontract entered into for the performance of this Agreement will contain a provision requiring nondiscrimination 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 Recipient, 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 Recipient as an employer or the name of the subcontractor, manufacturer or supplier of Recipient appears in the register.

II-R Certification Regarding Debarment

The Recipient 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 Recipient is unable to certify to any portion of this statement, the Recipient shall attach an explanation to this Agreement.

II-S Illegal Influence

1. The Recipient 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 Recipient, 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Recipient 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 Recipient 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 Recipient, 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 preempted by federal law.

II-U Compliance with Laws

Recipient shall comply with all applicable state, federal, and local laws and ordinances (“Applicable Laws”) in performing this Agreement. Also, see Program Regulations, 10 CFR 600 DOE Assistance Regulations, and the National Policy Assurances included in the Applicable Terms & Conditions document, posted with the Request for Proposals (RFP).

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, Recipient 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

Recipient 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 MEO. 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 award 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 Recipient is that of client and independent contractor. No agent, employee, or servant of Recipient or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. Recipient 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.

II-AA Terms and Conditions for ARRA of 2009 Funded Grants

Not Applicable to this RFP.

PART III

WORK STATEMENT

III-A Purpose

The purpose of the Renewable Energy Tools Program is to improve cost competitiveness of renewable energy in the state.

Note: the State reserves the right to award funds for an amount other than that requested and/or request changes to, or clarification of any and all proposals received as a result of this RFP.

III-B Problem Statement

Renewable energy competes with fossil fuels and energy efficiency on a cost basis. While estimates vary, most renewable energy specialists note that the installed cost/unit-of-energy can be significantly reduced through reforms in the permitting processes and financing mechanism used by local communities. For solar photovoltaics (PV), for example, estimates are the over 2/3 of the total, installed costs/watt are for Balance of System (BOS) costs and that over 50% of the total cost is for Soft Costs such as: Installation Labor, Permitting, Inspection, Interconnection Labor, Permit Fees, Customer Acquisition and System Design, Profit on Labor, Profit on Materials, Sales Tax and Financing.

The goal of the RE Tools Program is to drive down the installed cost for renewable energy in Michigan communities through the adoption of new streamlined RE-related zoning and building code supplements, streamlined permitting processes and financing models and the education of stakeholders.

III-C Objectives

The specific objectives for the Renewable Energy Tools Program (“RE Tools Program”) is to research, develop and deploy to Michigan communities the following items:

- (1) A new Michigan Solar Energy Program (MSEP) Permitting Guidebook.
- (2) Two Zoning/Permitting Fact Sheets focusing on systems within city limits.
 - (a) Michigan Urban BioEnergy Permitting.
 - (b) Michigan Urban Wind Permitting.
- (3) An Electrical Vehicle Factsheet that addresses issues associated with the application of renewable energy to EV charging stations.
- (4) A related RE Community guidebook/toolkit for consumers. The aim of these materials is to improve the cost competitiveness of renewable energy by driving down the installed cost/unit-of-energy for renewable energy (RE) installations in the state.

Interested parties should refer to the [California Solar Permitting Guidebook](#) as a guide for this effort. Applicants should also familiarize themselves with the [National Renewable Energy Laboratory \(NREL\) Local Clean Energy Policy Analysis](#) work. The RE Tools Contractor will also be expected to train stakeholders in the Guidebook and Factsheets and provide a website containing related resources and information.

Contractors will be expected to deploy these materials to local communities through a series of workshops and seminars operated in conjunction with collaborating organizations that represent local governments and related regulatory authorities, building officials, industry associations and other stakeholders.

III-D Tasks

Work undertaken and completed in these grants must be directed to achieving the program's purpose of improving cost competitiveness of renewable energy in the state. Applicants must clearly and succinctly explain how they will accomplish each required task below (see Part V, Section V-F) which must be completed during the grant period. Applicants are encouraged to design additional tasks that address the expressed needs of the program and the state, but also capitalize on the strengths of the applicant.

1. Project Team

a. Form partnerships with organizations that represent local governments (e.g., townships, municipalities, cities, counties), appropriate regulatory authorities, renewable-energy businesses, related financial interests, economic development specialist, zoning/permitting and building code specialist(s) utility companies and others, as appropriate. 100% of the Project Partners must have demonstrated expertise, appropriate interest and/or direct responsibilities related to the installation of renewable energy at the local community level.

2. Research

a. Research best practices associated with model zoning, permitting, and financing tools from Michigan and other Home Rule states. In the case of Solar, the Contractor will be required to draw upon the lessons learned from the U.S. Department of Energy SunShot program, the National Renewable Energy Laboratory (NREL) Local Clean Energy Policy Analysis work (see: http://www.nrel.gov/applying_technologies/state_local_activities/policies_local.html), and examples of best practice installations of RE in urban settings (e.g., <http://www1.eere.energy.gov/solar/pdfs/47692.pdf>). For community wind, Contractors should, at a minimum, consult the zoning ordinances established by the City of Troy and Bay City.

b. Consult with appropriate Building Code officials to determine the appropriate way local communities can adopt one or more of the RE zoning ordinances and permitting processes (e.g., Supplement to Local Building Code, etc.). Identify how local community RE permitting programs will link to the Michigan Energy Code.

3. Development

- a. Using the California Solar Permitting Guidebook as a model, develop a Michigan Solar Permitting Guidebook that outlines the process for how local Michigan communities can adopt one or more of the zoning ordinances and permitting processes outlined in the Guidebooks (e.g., Supplement to Local Building Code, etc.). The Guidebooks must also include six additional chapters:
 - i. Home Rule – A chapter which discusses Home Rule and the legal authority local units of government have for zoning and permitting as it relates to local renewable energy installations. This chapter will also identify various regulatory authorities and their roles and responsibilities with regard to renewable energy installations. (e.g., Fire Marshall, Building Inspectors, Electrical Inspectors, etc.).
 - ii. Installed Cost/Unit-of-energy - A chapter addressing the generic Hard and Soft costs associated with an installation as well as areas where costs can be reduced through a variety of means at the local level including, but not limited to: materials substitution; streamlined zoning and permitting; aggregated purchasing; and, other means. Electrical Vehicle (EV) Infrastructure – A chapter which discusses zoning/permitting issues associated with the integration of solar and other renewable energy sources in EV Plug-In Ready Infrastructure.
 - iii. Net Metering – A chapter which discusses Net Metering in Michigan and ways Local Governments improve the interconnection process.
 - iv. Financing Resources – A chapter identifying related resources (including the Community RE Website below) for local communities. Resources will include examples of information which can be provided to local community members about how to pursue the installation of renewable energy in their community.
 - v. Market Barriers – A Chapter identifying market barriers that require the invention and deployment of new technology innovations and strategies. This chapter will also highlight Michigan Economic Development Programs that can provide business development assistance to businesses seeking to research, develop and commercialize breakthrough renewable energy-related technology innovations (e.g., SBIR/STTR Assistance, University Technology Transfer, etc., financing, etc.). The Chapter will also identify regional economic development programs that can support the creation, retention, expansion and attraction of renewable energy companies in communities that adopt the new zoning/permitting processes.
- b. Develop RE Factsheets for Michigan Urban Wind Permitting and Michigan Urban BioEnergy Permitting.
- c. Develop an Electrical Vehicle Factsheet that addresses issues associated with the application of renewable energy to EV charging stations
- d. Develop a related RE Community guidebook/toolkit for consumers.

4. Deployment

- a. Seminars, Meetings and Workshops – The Contractors will work with the Team Members to convene interested parties where the Guidebooks, factsheets, Community guidebook/toolkit and other supplement information will be presented and attendees trained in their application to their communities.
 - b. Social Media - Establish and maintain a new Web Site containing the three Guidebooks, related information, models and tools (including information relating to the U.S. Department of Energy SunShot Initiative and examples of Michigan projects).
5. Submit a plan to maintain the Web Site and continue deployment to local communities through a series of workshops and seminars operated in conjunction with collaborating organizations, for a period not less than (3) three years.
 6. Submit timely monthly progress and financial status reports as outlined in Part IV, Section IV-C of this RFP.
 7. Submit a comprehensive final report and final payment request as outlined in Part IV, Section IV-C of this RFP.

III-E Eligible Projects

Eligible projects must complete all of the objectives under Section III-C. Projects must be completed (funds expended) by August 31, 2013

III-F Areas of Interest

Not Applicable

III-G Program Priorities

To better allow the MEO to achieve the goals and requirements of the State Energy Program, applicants are encouraged to consider and incorporate the following funding priorities within their proposals to the fullest extent possible:

1. Drive down the installed cost of renewable energy in Michigan communities.

Note: The MEO reserves the right to award funds for the purpose of achieving an optimal range of energy efficient or renewable energy technology projects, and to assure projects demonstrate their unique contribution and are not duplicative, or effectively duplicate previously funded projects or state services.

III-H Ineligible Projects

Not Applicable

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 MEO Grant Administrator will have final authority over the Recipient.
2. Along with continuous liaison with the selected applicant(s), the State Project Manager will communicate (face to face, phone, & e-mail) 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.
3. Prior to executing any changes to the scope of the project and/or budget, the selected applicant(s) must inform the Grant Administrator in writing outlining the proposed changes.

IV-B Monitoring and Reporting Program Performance

1. The selected applicant(s) shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.
2. The selected applicant(s) will be required to assume responsibility for monitoring and reporting.

IV-C Reports (Project and Financial)

1. Monthly Narrative Reports. The selected applicant(s) shall submit to the Grant Administrator monthly performance reports. Reports are due no later than five (5) business days after the end of the reporting period. Monthly Narrative Reports will be completed as described in the grant agreement and briefly present the following information:
 - a. Percent of completion of the project objectives and tasks, including:
 - i. A brief outline of the work accomplished during the reporting period relative to the proposed work plan and timeline, and the work to be completed during the subsequent reporting period.
 - ii. Description of any problems or delays, real or anticipated, that should be brought to the attention of the Grant Administrator.
 - iii. Any significant deviation from the agreed upon work plan.
 - iv. Update on the following metrics:

<u>Activity</u>	<u>Initiative</u>	<u>Metric</u>
Project Team	Form Project Teams	Number of team members from industry segment (e.g., local governments, businesses, etc.)
Solar Guidebook and Factsheets	Research, develop and publish guidebook and Factsheets	Number of Guidebooks and Factsheets
Organizations Supported	Deploy Guidebooks, Factsheets and related information to Communities of Interest	1. Total number of attendees grouped by organization type (e.g., local governments, businesses, etc.). 2. Summary of at the seminar and workshop surveys.
Social Media - Website	Deploy Project Findings - Develop and house a website containing on support tools, models and information.	Number of links, hits and other related social media metrics
Implementation	Adoption of model Zoning/Permitting Ordinance(s)	Number of communities that formally adopt a new Solar Zoning/Permitting Ordinance. Estimated reduction in the installed cost/watt resulting from the ordinance.

2. Final Narrative Report. The selected applicant(s) will submit a final project report to the State as described in the grant agreement before the final grant payment is made. The selected applicant(s) will do the following:
 - a. Submit three draft copies of the final report no later than September 15, 2013 for review by the Grant Administrator.
 - b. After the Grant Administrator has determined the completeness and factual accuracy of the report, the Recipient shall submit one final (paper) copy and an electronic copy of the report to the Grant Administrator.
 - c. The final report will include (at a minimum) the following information:
 - i. Name of selected applicant, project number, and dates of final reporting period.
 - ii. Percent (%) completion of the project objectives and tasks.
 - iii. A summary of the project implementation plan and any deviations from the original project as proposed.
 - iv. Accomplishments and problems experienced while carrying out the project activities.
 - v. Coordinated efforts with other organizations to complete the project.
 - vi. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
 - vii. Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.

- viii. Any experience in applying the project products and anticipated “next steps”.
- ix. Actual Budget expenditures compared to the Budget in the grant agreement. Include the basis or reason for any discrepancies.
- x. Final update on the following metrics:

<u>Activity</u>	<u>Initiative</u>	<u>Metric</u>
Project Team	Form Project Teams	Number of team members from industry segment (e.g., local governments, businesses, etc.)
Solar Guidebook and Factsheets	Research, develop and publish guidebook and Factsheets	Number of Guidebooks and Factsheets
Organizations Supported	Deploy Guidebooks, Factsheets and related information to Communities of Interest	1. Total number of attendees grouped by organization type (e.g., local governments, businesses, etc.). 2. Summary of at the seminar and workshop surveys.
Social Media - Website	Deploy Project Findings - Develop and house a website containing on support tools, models and information.	Number of links, hits and other related social media metrics
Implementation	Adoption of model Zoning/Permitting Ordinance(s)	Number of communities that formally adopt a new Solar Zoning/Permitting Ordinance. Estimated reduction in the installed cost/watt resulting from the ordinance.

3. Monthly 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 no later than five (5) business days after the end of the reporting period. Payment requests will be submitted as needed.
 - a. Form #C-108 shall be part of the FSR and payment request with all required source documentation attached as specified in Part II, Section II-G, Accounting. 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. An authorized individual must sign and date Form #C-108. Form #C-108 (MS Excel) will be electronically provided to selected applicant(s) by the Grant Administrator.
 - b. The expenditure of State funds shall be incurred within the grant period and reported by line item and compared to the budget.
 - c. 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.

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 15, 2013.
 - a. Form #C-108 shall be part of the FSR and payment request with all required source documentation attached as specified in Part II, Section II-G, Accounting. An authorized individual must sign and date Form #C-108.
 - b. The expenditure of State funds shall be incurred within the grant period and reported by line item and compared to the budget.
 - c. 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.

PART V

INFORMATION REQUIRED FROM APPLICANTS

Proposals must be typed in a 12 point font with no more than 20 numbered pages. The page count includes any cover page, and/or attachments, but does not include the executive summary or resumes. Hard copy proposal must be double-sided, and must have an original signature. Applicant(s) are required to submit three hard copies and one electronic PDF copy of their proposal.

All proposals must include an executive summary. The executive summary should be placed at the beginning of the proposal, must not exceed two pages, and should include the name of the organization, the amount of funds requested, and an outline of the proposed project at a minimum. Initial screening of the executive summaries will be conducted to insure applicants and projects are eligible.

Applicant(s) must provide responses to each section below. Please follow the format identified by stating the section number and title followed by the response. Be as descriptive as possible and answer each question in its entirety. Some questions have multiple components. Questions that do not apply should be answered NA.

In addition to the information below, applicants must also complete and submit:

- Financial Information, [Attachment A-1](#)
- Internal Controls Questionnaire, [Attachment A-2](#)
- State Historic Preservation Office, [Attachment #3](#)
- U.S. Department of Energy, Environmental Checklist, EF1, [Attachment #4](#)
- Project Worksheet (see Section V-H below)

The State contemplates the grant period will start January 1, 2013 and will end on August 31, 2013

V-A Identification of Organization

State the full name and address of the organization, the organization's federal identification number, active DUNS number, the telephone and fax number, e-mail address, web site address, and if applicable, other subordinate element(s) that will perform, or assist in performing, the work hereunder. Additionally provide the North American Industry Classification System (NAICS) code(s), number of full-time employees, and a brief business description of the organization.

Include a completed Federal Form W-9 (see <http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

V-B Authorized Negotiators

Include the names, e-mails, and phone numbers of personnel authorized to negotiate the proposed grant agreement with the State. Include the signature of the person authorized to commit the organization to the agreement.

V-C General Project Information

Please provide the following project information: project title, the start date and anticipated project completion date, subcontract signature dates, and the name, title, phone, fax, and e-mail of project contact (if different from above authorized negotiator).

V-D Management Summary

Describe in narrative form how the project will be managed by the organization including quality assurance measures and how the project will be evaluated. Project partners must be clearly identified along with a description of their specific role(s), project contribution, agreements to be established, and how the various efforts will be integrated and managed. Include an organizational chart including names and titles of all key participants contributing to the project.

The project manager will be responsible for the coordination and financial reporting of all subcontractors involved. Identify the project manager and the person(s) responsible for financial management and reporting. Include quality assurance measures to prevent errors, fraud and waste internally and in contracting for goods and services.

V-E Statement of the Problem

State in clear, concise terms the applicant's understanding of the problem presented by this RFP, and explain the need for the proposed project.

V-F Work Plan and Project Timeline

Describe in narrative form the applicant's plan for completing each required Task given in Part III, Section III-D above. Indicate the number of staff hours, equipment, or necessary resources allocated to each required Task, as well as the individual(s) responsible for the Task. Include a time-related chart (i.e. Gantt), showing each required Task, key sub-tasks, and critical decision points in the work plan.

In preparing the Narrative, the Contractor should provide estimated Metrics for the following items (Note these estimates will become part of the project reporting requirements):

<u>Activity</u>	<u>Initiative</u>	<u>Estimated Metrics</u>
Project Team	Form Project Teams	Number of team members from industry segment (e.g., local governments, businesses, etc.)
Three (3) Guidebook(s)	Research, develop and publish guidebooks	Number of Guidebooks

Organizations Supported	Deploy Guidebooks and related information to Communities of Interest	Projected number of attendees grouped by organization type (e.g., local government, local Zoning/Planning, Businesses, Utilities, Financial Interests, Economic Development Specialists, Non-Profit Community, Other (list). Number of seminar and workshop surveys.
Social Media - Website	Deploy Project Findings - Develop and house a website containing on support tools, models and information.	Projected number of links, hits and other related social media metrics
Implementation	Adoption of model Zoning/Permitting Ordinance(s)	Number of communities that formally adopt a new Solar Zoning/Permitting Ordinance. Estimated reduction in the installed cost/watt resulting from the ordinance.

V-G Project Impact Statement

Provide a summary statement on the overall impact and outcomes anticipated for the project.

V-H Project Scope of Work

State in succinct terms the Project Scope of Work.

V-I Prior Experience

Provide a brief statement about any prior experience, and/or expertise that applicant and/or partners have on staff that demonstrates their ability to either implement or assist in the implementation of the project or achieve the intended purpose, objectives, and tasks of these grants.

List any possible barriers that may delay implementation of the project due to past experiences, concerns of staff that have worked on similar projects, and/or other related sensitive stages/milestones that may impede progress or potentially inhibit applicant's ability to achieve the purpose, objectives, and tasks required under this RFP.

V-J Personnel

The applicant(s) must be able to staff a project team, which clearly possesses talent and experience in project and grant management. Identify key personnel to be involved with this project, by name and title, and provide their qualifications. Also include 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 MEO a reasonable understanding of their qualifications.

V-K Budget

Applicant(s) must provide a completed budget on the attached approved Budget form (7). Budgets must include personnel salaries/annual wages and fringe benefits, equipment, materials, contractual services, travel, indirect costs, and other purchases necessary to complete the project. See Budget Instructions, [Attachment 5](#).

V-L Project Financial Information

In addition to the completed Budget form, applicant(s) should provide: total project cost, the total funds requested under this RFP, total third party funding, and other anticipated state funding. Note: Federal funds and funds or services awarded from the MEO are not eligible as applicant match under this RFP. Clearly indicate that no federal funds and no other funds or services from MEO are included in the proposed budget.

V-M Waste Management Plan

Not Applicable.

V-N Additional Information and Comments

Include in this section any other information that is believed to be pertinent, but not specifically requested elsewhere in this RFP. In addition, the applicant must confirm all attachments are included and all requirements are met.

V-O Signature Block

Please sign the application 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
 Organization Name
 Parent Entity, where applicable
 Telephone Number
 Fax Number
 E-mail Address

PART VI
SELECTION CRITERIA

All proposals received shall be subject to an evaluation by the Michigan Energy Office. The evaluation will be conducted in a manner appropriate to select the applicant(s) for the purpose of entering into a grant agreement to perform the proposed project within the established timeline. Initial screening of the applications will be conducted to insure applicants and projects meet all eligibility requirements.

Proposals failing to meet the eligibility requirements described in Part I, Section I-B, and the requirements of Part II, Section II-AA and Section II-BB will be rejected automatically. Proposals meeting the eligibility requirements will be evaluated according to the criteria below. Applicants may be asked to make oral presentations before a final decision is made.

- VI-A Demonstrated capability of the host organization to carry out the terms and conditions of the grant.
- VI-B Quality of the research, development and deployment plan.
- VI-C Collaborating organizations and their ability to convene stakeholders to learn about the RE Guidebooks and related matters.
- VI-D Plan for how the work will lead to a reduction in the installed cost/watt for renewable energy projects in urban settings.
- VI-E Estimated metrics for the project.

ATTACHMENT A-1**MICHIGAN ENERGY OFFICE
PROJECT MANAGEMENT FORM****FINANCIAL INFORMATION****PROVIDE ALL INFORMATION REQUESTED ON THIS FORM**

Name of Financial Contact: _____

Project Title: _____

Name of third party organization or affiliation, as applicable: _____

Telephone Number if different from authorized Signatory: _____

Fax: _____

E-mail: _____

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. If no, please provide the most recent financial statements (balance sheet & income statement), if available.

3. Does applicant have any pending litigation or existing legal obligations which may impact the applicant's ability to perform the statement of work proposed in the grant application?
 Yes No

INFORMATION FOR DETERMINING COGNIZANT AGENCY/OFFICE

4. Applicant's fiscal year end date is _____

- 5a. 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: _____

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

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

6a. 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: _____

6b. To assist our office in validating Cognizant DOE Office (6a), please provide following information for the 5 highest dollar value awards for current DOE contracts, grants or awards (do not include sub-awards). (State agencies and Universities can skip 6b)

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

Please include disclosure required by the Special Terms and Conditions, Financial Commitment/Funding Plan, pages 31 and 32, available at:

[http://www.michigan.gov/documents/mdcd/SPECIAL_TERMS_AND_CONDITIONS_FOR_USE_IN_MOST GRANTS AND COOPERATIVE AGREEMENTS 370406 7.PDF](http://www.michigan.gov/documents/mdcd/SPECIAL_TERMS_AND_CONDITIONS_FOR_USE_IN_MOST_GRANTS_AND_COOPERATIVE_AGREEMENTS_370406_7.PDF).

**FINANCIAL MANAGEMENT
SYSTEM**

To qualify for Financial Assistance, compliance with 10 CFR 600.121 – Higher Education, Hospitals, and Other Non-Profit 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Accounting System provides for:			
a. Segregation of direct costs from indirect costs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Identification and accumulation of direct costs by project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (Project is final cost objective)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Accumulation of costs under general ledger control,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. A timekeeping system that identifies employees' labor by intermediate and final cost objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. A labor distribution system that charges direct and indirect labor to appropriate cost objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Interim (at least monthly) determination of costs charged to a project through routine posting of books of account.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Excluding costs charged to Government projects which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other provisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Is the Accounting System currently in full operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Are all indirect costs supported by actual cost?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Equitably distributed and based on the entity as a whole;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Traceable according to the Cost Allocation Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT A-2

Internal Controls Questionnaire

	Budgets	Y	N	N/A	Comments
1.	Did the governing body formally adopt a budget for the general fund and all special revenue funds 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	Y	N	N/A	Comments
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	Y	N	N/A	Comments
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 government'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	Y	N	N/A	Comments
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	Y	N	N/A	Comments
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	Y	N	N/A	Comments
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	Y	N	N/A	Comments
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	Y	N	N/A	Comments
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 for additions and disposals?				
39.	Are depreciation schedules updated annually, and reviewed by a responsible official?				
	Debt	Y	N	N/A	Comments
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	Y	N	N/A	Comments
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?				
46.	Is access to computerized accounting records restricted to authorized individuals (e.g., by using passwords)?				
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?				

ATTACHMENT 3**MICHIGAN ENERGY OFFICE / STATE HISTORIC PRESERVATION OFFICE
Application for Section 106 Review**

MEO/SHPO Use Only			
IN	Received Date	,	Log In Date
OUT	Response Date	,	Log Out Date
	Sent Date	,	

Submit one copy for each project for which review is requested. This application is required. Please type. Applications must be complete for review to begin. Incomplete applications will be sent back to the applicant without comment. Send only the information and attachments requested on this application. Materials submitted for review cannot be returned. Due to limited resources we are unable to accept this application electronically.

I. GENERAL INFORMATION

THIS IS A NEW SUBMITTAL

- a. Organization Name:
- b. Organization Address (if available):
- c. Municipal Unit: County: Township:
- d. Federal Agency, Contact Name and Mailing Address (*If you do not know the federal agency involved in your project please contact the party requiring you to apply for Section 106 review, not the SHPO, for this information.*):
- e. State Agency (if applicable), Contact Name and Mailing Address:
- f. Consultant or Applicant Contact Information (if applicable) *including mailing address*:

II. GROUND DISTURBING ACTIVITY (INCLUDING EXCAVATION, GRADING, TREE REMOVALS, UTILITY INSTALLATION, ETC.)

DOES THIS PROJECT INVOLVE GROUND-DISTURBING ACTIVITY? YES NO (If no, proceed to section III.)

Exact project location must be submitted on a USGS Quad map (portions, photocopies of portions, and electronic USGS maps are acceptable as long as the location is clearly marked).

- a. USGS Quad Map Name:
- b. Township: Range: Section:
- c. Description of width, length and depth of proposed ground disturbing activity:
- d. Previous land use and disturbances:
- e. Current land use and conditions:
- f. Does the landowner know of any archaeological resources found on the property? YES NO
If yes, please describe:

III. PROJECT WORK DESCRIPTION AND AREA OF POTENTIAL EFFECTS (APE)

Note: Every project has an APE. For further information on locating an APE visit:
<http://mishporehab.wordpress.com/faq/>

- a. Provide a detailed written description of the project (plans, specifications, Environmental Impact Statements (EIS), Environmental Assessments (EA), etc. **cannot** be substituted for the written description):
- b. Provide a localized map indicating the location of the project; road names must be included and legible.
- c. On the above-mentioned map, identify the APE.
- d. Provide a written description of the APE (physical, visual, auditory, and sociocultural), the steps taken to identify the APE, and the justification for the boundaries chosen.

IV. IDENTIFICATION OF HISTORIC PROPERTIES

- a. List and date **all** properties 50 years of age or older located in the APE. If the property is located within a National Register eligible, listed or local district it is only necessary to identify the district:
- b. Describe the steps taken to identify whether or not any **historic** properties exist in the APE and include the level of effort made to carry out such steps:
- c. Based on the information contained in "b", please choose one:
 - Historic Properties Present in the APE
 - No Historic Properties Present in the APE
- d. Describe the condition, previous disturbance to, and history of any historic properties located in the APE:

V. PHOTOGRAPHS

Note: All buildings or structures 50 years of age or older are required to have photographs and must be keyed to a localized map. Faxed or photocopied pictures are not acceptable.

- a. Provide photographs of the site itself.
- b. Photographs are required of the interior of the building or structure if the project entails alterations to the interior.

VI. DETERMINATION OF EFFECT

No historic properties affected based on [36 CFR § 800.4(d)(1)], please provide the basis for this determination.

No Adverse Effect [36 CFR § 800.5(b)] on historic properties, explain why the criteria of adverse effect, 36 CFR Part 800.5(a)(1), were found not applicable.

Adverse Effect [36 CFR § 800.5(d)(2)] on historic properties, explain why the criteria of adverse effect, [36 CFR Part 800.5(a)(1)], were found applicable.

ATTACHMENT 4**ENVIRONMENTAL CHECKLIST**

The Department of Energy (DOE) is required by the National Environmental Policy Act (NEPA) of 1969 as amended (42 U.S.C. 4332(2), 40 CFR parts 1500-1508) and DOE implementing regulations (10 CFR 1021) to consider the environmental effects resulting from federal actions, including providing financial assistance. Please provide the following information to facilitate DOE's environmental review. DOE needs to evaluate the requested information as part of your award negotiation.

PART I: General Information

Project Title: Renewable Energy Tools Program

1. Please describe the intended use of DOE funding in your proposed project. For example, would the funding be applied to the entire project or only support a phase of the project? Describe the activity as specifically as possible, i.e. planning, feasibility study, design, data analysis, education or outreach activities, construction, capital purchase and/or equipment installation or modification.
2. Does any part of your project require review and/or permitting by any other federal, state, regional, local, environmental, or regulatory agency? Yes No
If yes, please provide a list of required reviews and permits in the appropriate item number in Part II.
3. Has any review (e.g., NEPA documentation, permits, agency consultations) been completed? Yes No
If yes, is a finding or report available and how can a copy be obtained?
 Yes No
4. Is the proposed project part of a larger scope of work? Yes No
If yes, please describe.
5. Do you anticipate requesting additional federal funding for subsequent phases of this project? Yes No
If yes, please describe.
6. Does the scope of your project **only** involve one or more of the following: Information gathering such as literature surveys, inventories, audits, Data analysis including computer modeling,
 - Document preparation such as design, feasibility studies, analytical energy supply and demand studies, or
 - Information dissemination, including document mailings, publication, distribution, training, conferences, and informational programs.

If the scope of your project is **limited to** the block(s) checked above, please skip to Part III, otherwise, continue to Part II.

PART II: Environmental Considerations

Table A. Please indicate if any of the following conditions or special areas is present, required, or could be affected by your project:

Item No.	Description	Yes/No	Specific nature or type of activity or condition. If a consultation, approval, or permit applies, please describe.
1	Clearing or Excavation (indicate if greater than 1 acre)		
2	Dredge and/or Fill . Specify the number of acres involved.		
3	New or Modified Federal/State Permits And/or Requests for Exemptions		
4	Pre-Existing Contamination		
5	Asbestos		
6	Criteria Pollutants		
7	Non-Attainment Areas		
8	Class I Air Quality Control Region		
9	Navigable Air Space		
10	Areas with Special Designation (e.g., National Forests, Parks, Trails)		
11	Prime, Unique or Important Farmland		
12	Archeological/Cultural Resources		
13	Threatened/Endangered Species and/or Critical Habitat		
14	Other Protected Species (Wild Burros, Migratory Birds)		
15	Floodplains		
16	Special Sources of Groundwater (e.g., Sole Source Aquifer)		
17	Underground Extraction/Injection (non-hazardous substances)		
18	Wetlands		
19	Coastal Zones		

20	Public Issues or Concerns		
21	Noise		
22	Depletion of a Non-Renewable Resource		
23	Aesthetics		

Table B. Would your project use, disturb, or produce any chemicals or biological substances? (i.e., pesticides, industrial process, fuels, lubricants, bacteria) If not, skip to Section C.

Please indicate if any of the materials or processes listed below applies.

Item No.	Description	Yes/No	Quantity	Permit required? Type?	Specific type, use, or condition
1	Polychlorinated Biphenyls (PCBs)				
2	Import, Manufacture, or Processing of Toxic Substances				
3	Chemical Storage, Use, and Disposal				
4	Pesticide Use				
5	Hazardous, Toxic, or Criteria Pollutant Air Emissions				
6	Liquid Effluent				
7	Underground Extraction/Injection (hazardous substances)				
8	Hazardous Waste				
9	Underground Storage Tanks				
10	Biological Materials. Indicate if genetically altered materials are involved.				

Table C. Would your project require or produce any radiological materials? If not, skip to Part III.
Please indicate if any of the materials listed below applies.

Item No.	Description	Yes/No	Quantity	Permit required? Type?	Specific nature of use
1	Radioactive Mixed Waste				
2	Radioactive Waste				
3	Radiation Exposures				

Part III: Contact Information

Please provide the name of the preparer of this form and a contact person who can answer questions or provide additional information.

Preparer _____ Telephone Number _____ E-mail Address _____

Contact _____ Telephone Number _____ E-mail Address _____

ATTACHMENT 5

Budget Instructions

To enable the Michigan Energy Office (MEO) to evaluate all project costs, applicants must submit a proposed budget that corresponds to the Work Plan and the Project Timeline. The budget should reflect the best estimate of actual costs.

Applicants are required to make an In-kind Match. The In-kind Match will be a pledge by the grantee to maintain the Web Site and continue deployment to local communities through a series of workshops and seminars operated in conjunction with collaborating organizations, for a period not less than (3) three years.

Disallowed costs include but are not limited to the following: sick pay, vacation pay, holiday pay, payroll taxes, vehicles, computers, real property (e.g. land and buildings) parking, tuition reimbursement/remission, vehicle allowance, car rental, seminars, conferences, meetings, subscriptions, dues, memberships, and repair of buildings and structures. Expenditures per 10 CFR 420.18 or otherwise prohibited under the ARRA of 2009, Public Law 111-5 are additionally disallowed.

State of Michigan travel rates must be used for all travel expenses (see Attachment 8).

Instructions:

1. Applicant(s) must use the Approved Budget form available online ([Click Here](#)). All budget categories must be addressed. Please use "NA" or "None" to indicate there are no costs associated with a given budget category.
2. Personnel – include all staff performing work on the project. For each staff person, provide their name, job title, annual salary/wages, and percent of time dedicated to the grant project.
3. Fringe Benefits – allowable benefits typically include health insurance, dental insurance, and optical insurance. For each listed staff person, provide their fringe benefit rate, and confirm their annual fringe benefit cost. Note, applicant(s) will be required to detail/justify the fringe rates given in their proposed budget prior to an agreement being finalized.
4. Contractual Services – include all anticipated service contracts required for the project. Provide the vendor or contract name, the service to be provided, and the dollar amounts to be paid using grant funds and/or matching funds.
5. Supplies & Materials – include items costing less than \$1,000 per unit. Provide the item, unit cost, and quantity of units. Confirm the matching funds amount.
6. Equipment – include items costing \$1,000 or more per unit and having a useful life of one year or more. Provide the item, unit cost, quantity of units, and the dollar amounts to be paid using grant funds, and/or matching funds.
7. Other Direct Costs - include all other known direct costs not otherwise categorized or disallowed. Provide the title/name and the cost of each item/service listed.
8. Travel – include all mileage, lodging, meals, and other known travel costs. Provide travel costs separately as mileage, lodging, meals, and other known travel costs. State of Michigan travel rates must be used (see Attachment 8), and out-of-state travel must be directly related to the grant project and approved by the State Energy Program Administrator.

9. Indirect Rate – Provide the indirect rate (up to 20% maximum) used by applicant's organization as a percentage of total personnel and fringe benefits. Confirm the resulting dollar amount for grant funds. Note, applicant(s) will be required to detail/justify their indirect rate given in their budget prior to an agreement being finalized.
10. Totals – confirm the total dollar amounts for each listed line item and each column.

Additional Budget Information:

1. At such time that proposals are approved by the MEO, modifications of proposals may be necessary. If the MEO does not award the total amount requested in the original proposal, selected applicant(s) will be required to submit a revised proposal for the purpose of entering into a Grant Agreement. For those receiving less than requested in their proposals, the proportion of direct costs to indirect costs will remain the same as in their original request. New line items to the revised budget are not allowed.
2. Selected applicant(s) assumes the responsibility for ensuring the grant project is performed within the established timeline.
3. Selected applicant(s) assumes the responsibility of ensuring all unexpended grant funds are returned to the State of Michigan at the end of the grant period.
4. If the entire State share of the grant award is expended, the entire in-kind and/or matched funds must be spent and supported by source documentation. If the entire State share of the grant award is not spent, the in-kind and/or matched funds may be reduced proportionately by the percentage of the grant award not spent.
5. Indirect costs *must be proportionately reduced* if the selected applicant(s) does not expend the entire grant award by the end of the grant term. The adjustment for the reduction shall be calculated by determining the percentage of the grant not spent. This percentage is the amount to be reduced from the indirect costs total. Indirect costs shall be based on a percentage of the budget line items listed under the State share column. Indirect costs must be utilized for this grant within the established timeline.
6. Selected applicant(s) may not commingle award funds with current or future awards received from the SEP. Financial assistance from each funding source must be managed, reported, and accounted for separately from all funding sources.
7. Should selected applicant(s) cease business operations or dissolve the program established under the grant agreement, existing capital must be returned to the state of Michigan.

ATTACHMENT 6**FINAL DAVIS BACON ACT (DBA) CLAUSES AS APPROVED BY THE DEPARTMENT OF LABOR (DOL) FOR USE IN FINANCIAL ASSISTANCE PROGRAMS OTHER THAN WEATHERIZATION ASSISTANCE PROGRAMS AND LOAN PROGRAMS****November 6, 2009****Clause XXX. Davis Bacon Act and Contract Work Hours and Safety Standards Act.**

Definitions: For purposes of this clause, Clause XXX, Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:

- (1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.
- (2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."
- (3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.
- (4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
- (5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- (6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.
- (7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act**(1) Minimum wages.**

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the

rate specified for each classification for the time actually worked therein, *provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under

the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid

fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in (a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

ATTACHMENT 7

Approved Budget Form – Illustrative Purposes Only

Applicant(s) **MUST USE** the Approved Budget form available online ([Click Here](#))

**MICHIGAN ENERGY OFFICE
PROGRAM BUDGET**

Applicant Name:						
Program Name:						
Tracking Code Number:						
PERSONNEL						
NAME & TITLE	PERCENTAGE	ANNUAL SALARY	GRANT AMOUNT	MATCH AMOUNT	OTHER RESOURCES	TOTAL
		\$ -	NA			\$ -
		\$ -	NA			\$ -
		\$ -	NA			\$ -
		\$ -	NA			\$ -
		\$ -	NA			\$ -
		\$ -	NA			\$ -
		\$ -	NA			\$ -
		\$ -	NA			\$ -
		\$ -	NA			\$ -
		\$ -	NA			\$ -
Rounding Error Compensation			NA			
PERSONNEL Subtotal				\$0.00	\$0.00	\$0.00
FRINGE BENEFITS						
NAME & TITLE		RATE	GRANT AMOUNT	MATCH AMOUNT	OTHER RESOURCES	TOTAL
0			NA			\$ -
0			NA			\$ -
0			NA			\$ -
0			NA			\$ -
0			NA			\$ -
0			NA			\$ -
0			NA			\$ -
0			NA			\$ -
0			NA			\$ -
0			NA			\$ -
Rounding Error Compensation			NA			
FRINGE BENEFITS Subtotal				\$ -	\$ -	\$ -
PERSONNEL & FRINGE BENEFITS Subtotal				\$ -	\$ -	\$ -

CONTRACTUAL SERVICES		GRANT	MATCH	OTHER	TOTAL	
NAME	SERVICE	AMOUNT	AMOUNT	RESOURCES		
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
CONTRACTUAL SERVICES Subtotal		\$ -	\$ -	\$ -	\$ -	
SUPPLIES AND MATERIALS		GRANT	MATCH	OTHER	TOTAL	
SUPPLIES & MATERIALS (itemize)	UNIT QUANTITY	UNIT COST	AMOUNT	AMOUNT	RESOURCES	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
SUPPLIES AND MATERIALS Subtotal			\$ -	\$ -	\$ -	
EQUIPMENT (any item over \$1000)		GRANT	MATCH	OTHER	TOTAL	
EQUIPMENT (itemize)	UNIT QUANTITY	UNIT COST	AMOUNT	AMOUNT	RESOURCES	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
EQUIPMENT Subtotal		\$ -	\$ -	\$ -	\$ -	
OTHER DIRECT COSTS		COST	GRANT	MATCH	OTHER	TOTAL
			AMOUNT	AMOUNT	RESOURCES	
			NA			\$ -
			NA			\$ -
			NA			\$ -
			NA			\$ -

			NA			\$ -
			NA			\$ -
			NA			\$ -
			NA			\$ -
			NA			\$ -
			NA			\$ -
OTHER DIRECT COSTS Subtotal					\$ -	\$ -
			GRANT	MATCH	OTHER	
TRAVEL	MILES	RATE	AMOUNT	AMOUNT	RESOURCES	TOTAL
MILEAGE		\$0.390	NA			\$ -
			NIGHTS	RATE		
LODGING			NA			\$ -
			QUANTITY	RATE		
			(days)			
MEALS			NA			\$ -
OTHER (itemize)			QUANTITY	RATE		
			NA			\$ -
			NA			\$ -
			NA			\$ -
			NA			\$ -
			NA			\$ -
TRAVEL Subtotal: (If Applicable)					\$ -	\$ -
			GRANT	MATCH	OTHER	
			AMOUNT	AMOUNT	RESOURCES	TOTAL
DIRECT COST Subtotal			\$ -	\$ -	\$ -	\$ -
			RATE			
INDIRECT COST (20% Max)			\$ -	NA	NA	\$ -
			GRANT	MATCH	OTHER	
			AMOUNT	AMOUNT	RESOURCES	TOTAL
TOTAL COST			\$ -	\$ -	\$ -	\$ -

NOTE: Depending upon the Request for Proposals (RFP) under which an application is submitted, up to a **fifty percent (50%) match may be required** of the total allowable project costs (i.e. the sum of the Michigan Energy Office share and the recipient share of allowable costs equals the total allowable project costs).

ATTACHMENT 8**State Travel Rates**
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET,
 VEHICLE AND TRAVEL SERVICES (VTS)
 SCHEDULE OF TRAVEL RATES FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES
 EFFECTIVE October 1, 2012**
MICHIGAN SELECT CITIES*

Meals and Lodging	
Lodging**	\$75.00
Breakfast	8.75
Lunch	8.75
Dinner	21.00

IN-STATE ALL OTHER

Meals and Lodging	
Lodging**	\$75.00
Breakfast	7.25
Lunch	7.25
Dinner	16.50
Per Diem	
Total Per Diem	\$76.50
Lodging	45.50
Breakfast	7.25
Lunch	7.25
Dinner	16.50
Group Meetings	
Group Lunch	\$10.25

OUT-OF-STATE SELECT CITIES*

Meals and Lodging	
Lodging**	Contact Conlin Travel
Breakfast	\$11.00
Lunch	11.00
Dinner	22.00

OUT-OF-STATE ALL OTHER

Meals and Lodging	
Lodging**	Contact Conlin Travel
Breakfast	\$8.75
Lunch	8.75
Dinner	20.50
Per Diem	
Total Per Diem	\$83.50
Lodging	45.50
Breakfast	8.75
Lunch	8.75
Dinner	20.50
Incidental Costs Per Day (with overnight stay)	\$2.00

MILEAGE RATES

Premium Rate Approved Private Vehicle	\$.555 per mile
Standard Rate (State's Mid-Sized Car Cost)	\$.390 per mile

* See select cities listing.

** Lodging available nightly at State rate, or call Conlin Travel at 877-654-2179.

SELECT HIGH COST CITY LIST
TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED
EMPLOYEES EFFECTIVE October 1, 2012

<u>MICHIGAN SELECT CITIES AND COUNTIES</u>	
CITIES	COUNTIES
Ann Arbor, Detroit, Holland, Mackinac Island, Pontiac, Auburn Hills, South Haven	All of Wayne All of Oakland

<u>OUT-OF-STATE SELECT CITIES</u>			
STATE	SELECT CITY OR COUNTY AS DEFINED	STATE	SELECT CITY OR COUNTY AS DEFINED
ARIZONA	Phoenix Scottsdale	MINNESOTA	Minneapolis / St. Paul Hennepin & Ramsey County
CALIFORNIA	Los Angeles (Los Angeles, Orange & Ventura Counties, and Edwards AFB) / Monterey / Palm Springs / San Diego / San Francisco / Santa Monica South Lake Tahoe / Truckee / Yosemite National Park	NEVADA	Las Vegas
COLORADO	Aspen / Telluride / Vail	NEW MEXICO	Santa Fe
CONNECTICUT	Bridgeport / Danbury	NEW YORK	Manhattan (the borough of Manhattan, Brooklyn, Bronx, Queens, and Staten Island) Riverhead / Ronkonkoma Melville / Smithtown / Tarrytown White Plains / New Rochelle
DISTRICT OF COLUMBIA	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland) (See also Maryland and Virginia)	PENNSYLVANIA	Bucks County / Philadelphia
FLORIDA	Boca Raton / Delray Beach / Jupiter / Fort Lauderdale / Key West	RHODE ISLAND	Bristol / Jamestown / Middletown Newport (Newport County) Providence
IDAHO	Sun Valley / Ketchum	TEXAS	Austin / Dallas / Houston L.B. Johnson Space Center
ILLINOIS	Chicago (Cook and Lake Counties)	UTAH	Park City (Summit County)
LOUISIANA	New Orleans	VERMONT	Manchester / Stowe (Lamoille County)
MARYLAND	Counties of Montgomery and Prince Georges / Baltimore City / Ocean City	VIRGINIA	Alexandria / Falls Church / Fairfax
MASSACHUSETTS	Boston (Suffolk)/Cambridge/Burlington Woburn / Martha's Vineyard	WASHINGTON	Seattle