Bidder must enter company name here

STATE OF MICHIGAN

Request for Proposal No. 641R6600494

Consulting Services for Stakeholder Engagement Activities

EXHIBIT A
STATEMENT OF WORK
CONTRACT ACTIVITIES

This exhibit identifies the anticipated requirements of any Contract resulting from this RFP. The term "Contractor" in this document refers to a bidder responding to this RFP.

The Contractor must respond to each requirement or question, and explain how it will fulfill each requirement. Attach any supplemental information and appropriately reference within your response.

BACKGROUND

The Michigan Agency for Energy (MAE) coordinates, analyzes, advises on, and advocates for the State of Michigan's polices, programs, and proposals related to energy. In addition, MAE provides energy-related information and assistance to state departments and agencies. MAE is the lead state agency for managing Michigan's carbon implementation strategy.

SCOPE

The Michigan Agency for Energy seeks to contract with a Sector Liaison to recommend and provide assistance with executing a stakeholder outreach process as required by the US Environmental Protection Agency's Clean Power Plan under Section 111(d) of the Clean Air Act. This assistance includes, but is not limited to recommending an outreach strategy for non-governmental organizations including those dedicated to public health and the environment (to be referred to as "Non-governmental Organizations Sector") that identifies appropriate and effective methods for solicitation and input, including a discussion of organizational or categories of stakeholders that should be addressed. The Sector Liaison will also note specific action requests and methods for successfully implementing the strategy. The primary focus of this strategy is to gather stakeholder input by driving interested parties to the State Carbon Rule website to provide comment. Additionally, the Sector Liaison shall submit a report summarizing stakeholder outreach efforts as well as a summary of comments received from the Non-governmental Organizations Sector participants. The contract period is January 15 – April 15, 2016.

Please provide your experience in developing & implementing outreach strategies for solicitation & input of stakeholders as it relates to the specific sector. In addition, please provide your experience with reporting outreach efforts.

Bidder Response to Task:

Eligible applicants must be an established Michigan based entity for more than two (2) years in operation.

REQUIREMENTS

The Sector Liaison will do all of the following:

1. Recommend an outreach strategy for the Non-governmental Organizations Sector to solicit and gather comments regarding Michigan's state carbon implementation plan.
   a) This strategy shall include identifying appropriate groups, organizations, associations and others to be solicited such as: Michigan Environmental Council's member organizations, American Lung Association of Michigan, National Wildlife Association, Natural Resources Defense Council, Union of Concerned Scientists, Michigan Saves and other environmental and health organizations.

   b) The strategy shall also include how outreach will be undertaken, which could include existing meetings, webinars, emails, conference calls and/or any other method deemed appropriate.
   c) The strategy shall also include specific actions to drive the Non-governmental Organizations Sector commenters to the State Carbon Rule website utilizing the response to questions posted there.
2. After a strategy is approved by the state partners, assist in the execution of the Non-governmental Organizations Sector stakeholder outreach process in coordination with MAE and other state partners as outlined below.
3. Work in partnership with the resources outlined below to execute these requirements within the specified timeframe.
4. Provide a complete description of the outreach process and execution on a form provided by MAE.
5. Review and synthesize the Non-governmental Organizations Sector stakeholder question comments (see below) by theme, major/minor opinions, or other appropriate grouping in a report.
6. Submit the outreach process description and the Non-governmental Organizations Sector stakeholder input report to MAE no later than Friday, April 1, 2016.
7. The budget for this contract shall not exceed $10,000 inclusive of all related costs, such as travel, mailings, space rentals, meals, accommodations, rentals, services, etc. the Sector Liaison will not be reimbursed further for any out of pocket expenses.

The state of Michigan, through MAE, shall provide the following support:

1. State partners shall be assigned to the Non-governmental Organizations Sector to assist the Sector Liaison in the technical and administrative aspects of collecting stakeholder input. These partners may come from the Michigan Public Service Commission, Department of Environmental Quality, MAE, Michigan Economic Development Corporation or any other appropriate state agency.
2. The state will provide trained facilitators to assist with solicitations and meetings.
3. The state will provide logistics support as needed.

Please provide a detailed explanation and the required resources necessary to meet the sector liaison contract requirements outlined in 1-7 above.

Bidder Response to Task:

1. General Requirements
1.1. Reserved

1.2. Reserved

1.3. Reserved

2.0 Acceptance

2.1. Acceptance, Inspection and Testing
The State will use the following criteria to determine acceptance of the Contract Activities:

- The Contractor must submit monthly performance reports that coincide with every other biweekly status call indicating the tasks, outcomes, barriers, and expenses incurred during the month.
- Delivery of the stakeholder outreach process description and the Non-governmental Organizations stakeholder report, and their approval by MAE.

2.2. Reserved

3. Staffing

3.1. Contractor Representative
The Contractor must appoint a Contract Representative, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the “Contractor Representative”).

The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

3.2. Reserved

3.3. Reserved

3.4. Work Hours
The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. EST, and possible night and weekend hours depending on the requirements of the project.

3.5. The Contractor must appoint one (1) individual who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquires within __24__ hours.

The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Contract Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

(i) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be $5,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.

(ii) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the $5,000.00 credit specified above, Contractor will credit the State a pro-rated amount per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to $5,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed $5,000.00 per individual.

Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

3.6. Organizational Chart
The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors.

3.7. Disclosure of Subcontractors
If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

The relationship of the subcontractor to the Contractor.
Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

A complete description of the Contract Activities that will be performed or provided by the subcontractor.
Of the total bid, the price of the subcontractor's work.

3.8. Reserved

4. Project Management
Contractor must provide biweekly status updates on activities performed and identify any problems encountered, which may delay the requirements being met within the specified timelines. These updates may be provided via email and/or telephone.

4.1. Project Plan
Identify the project plan and how it will be managed, or ask Contractor to propose a project plan. Project plan should identify items such as the required contact personnel; the date the project plan must be submitted to the State; project management process; project breakdown identifying sub-projects, tasks, and resources required; expected frequency and mechanisms for updates/progress reviews; process for addressing issues/changes; and individuals responsible for receiving/reacting to the requested information.

The Contractor will carry out this project under the direction and control of the MAE Contract Administrator. Within 30 calendar days of the Effective Date, the Contractor must submit a project plan to the Contract Administrator for final approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

4.2. Reserved

4.3. Reporting
The Contractor must submit, to the Contract Manager, the following written reports:

(a) Written project narratives will accompany payment requests
(b) Outreach process description on a form provided by MAE, which will include topics discussed, number and type of stakeholder events convened, number of participants at each event or contacted and organizations represented.
(c) Non-governmental Organizations Sector stakeholder report including the major themes submitted by Non-governmental Organizations Sector participants, noting areas of consensus and difference as described in the "Scope" and "Requirements."

The sector outreach summary and stakeholder report are due on or before Friday, April 1, 2016. The final reports must be received before issuance of final payment.

5. Ordering
5.1. Authorizing Document
The appropriate authorizing document for the Contract will be a Purchase Order.

6. Invoice and Payment

6.1. Invoice Requirements

The maximum amount of assistance offered is not to exceed $10,000 per sector contract. Progress payments may be made upon submission of a Contractor request indicating contract funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes in order to comply with this Agreement. The final payment is contingent upon the submission of a final report and final invoice that includes expenditures of contract funds reported by line item and compared to the approved Budget. The payment request or financial status report form (C-108) will be provided to the Contractor by the Contract Manager.

Overtime, holiday pay, and travel expenses will not be paid.

6.2. Payment Methods
The State will make payment for Contract Activities by EFT.

6.3. Reserved.

7. Liquidated Damages
Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of $5,000 and an additional $100 per day for each day Contractor fails to remedy the late or improper completion of the work.