



Rebuild MI Regional Technical Assistance Program

REQUEST FOR PROPOSALS

Response Due: November 12, 2012

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

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Rebuild MI Regional Technical Assistance Program Request for Proposals

PART I

GENERAL INFORMATION

I-A PURPOSE

This Request for Proposal (RFP) provides interested Rebuild Michigan (RM) Regional Technical Assistants (RTA) with sufficient information to prepare and submit proposals for consideration by the State of Michigan to receive a grant. An RTA is an officially designated partner, who is qualified to perform energy audit services under the Rebuild MI program. Each RTA is designated via an application process. For more information on how to apply to become an RTA, please consult the Rebuild MI webpage at: http://www.michigan.gov/mdcd/0,4611,7-122-25676_25689_26261---,00.html.

The purpose of the **Rebuild MI Regional Technical Assistance Program** is to fund part-time technical coordinator positions (employed under a designated RTA). The technical coordinators will assist Rebuild MI Community Clients (RMCCs) by conducting Introductory Energy Evaluations (IEEs) and related project support services for commercial buildings. RMCCs are defined as the recipients of Rebuild MI services. Such clients or commercial building owners are required to submit a Rebuild MI enrollment application with the Michigan Energy Office prior to receiving IEE services. Commercial buildings are defined as non-residential or non-industrial in function and owned by small businesses, public agencies, or private non-profit organizations. In addition to funding technical coordinators, the funding may be used to supplement ongoing RTA activities in promoting building energy efficiency and renewable energy use, evaluating project outcomes and broadening their community support base.

I-B ELIGIBILITY REQUIREMENTS

This grant opportunity is open to designated Rebuild MI Regional Technical Assistants. Regional Technical Assistants are organizations that have showed competency in energy auditing and whose experience has been vetted by the Rebuild MI Program via an application process. Further, an RTA can only apply for one grant to undertake agreed upon activities in their assigned “primary” region. This is to ensure that equivalent shares of Rebuild MI services are available throughout the State. Proposals must be authorized and submitted by the RTA lead organization.

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:

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

This grant will be financed 100% by a federal funding program. The funding source is the U.S. Department of Energy.

I-D GRANT AWARD

Eligible applicants may apply for one grant to undertake work in their primary region. The Issuing Office will undertake Grant award negotiations with applicants whose proposals show them to be best qualified, responsible and capable of achieving the purpose, objectives, and tasks outlined by this RFP (see Part III). Grants that may be awarded will be those that best accomplish state objectives.

The Issuing Office expects to award six grants for the **Rebuild MI Regional Technical Assistance Program**. Two grants will be awarded for the SE Michigan Region and the other four regions will each be awarded one grant. The maximum grant award will not exceed \$20,000. Up to \$10,000 of this amount is designated for paying the technical coordinator to complete five Introductory Energy Evaluation reports and related client services (See III D. Tasks 2-5). A performance payment for completing each IEE report will be paid as follows: \$1,500 for IEEs with total building square footages of up to 50,000; \$2,000 for total square footages of between 50,001 and 100,000; and \$2,500 for total square footages above 100,000. The balance may be proposed for other technical coordinator activities such as related marketing and technical support, approved training and for grant administration. All activities funded by this grant must be completed by August 31, 2013. Match funds are not required, but are strongly encouraged. If provided, matching funds (cash and/or in-kind) must be applied to direct project costs and cannot be from a MEO funding source (Additionally see Section I-U). No time extensions will be granted.

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 e-mail only. Telephonic questions cannot be answered. All questions must be submitted on or before 5:00 PM, October 31, 2012. Submit questions to Tim Shireman, e-mail: shiremant@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 2, 2012.

I-J RESPONSE DATE

Proposals must arrive at the Issuing Office by 5:00 p.m. on November 12, 2012.

Mail proposals to: Tim Shireman, Michigan Energy Office, 300 N. Washington Square, Lansing, Michigan, 48913; Hand delivery: MEDC-Michigan Energy Office, 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 Tim Shireman at shiremant@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 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 a designated Rebuild MI Regional Technical Assistant at the time their proposal is submitted for consideration.

I-U MATCHING FUND REQUIREMENTS

Match funds are not required, but are encouraged and will be considered in grant selection.

NOTE: If match funds are provided, applicant may use dollars, in-kind goods and services, and/or third party contributions. Funds derived from other state of Michigan competitive grants are eligible. However, federal funds and funds or services awarded from the MEO are not eligible as applicant match under this RFP.

Matching funds must be secured at the time the proposal is submitted. Matching funds are considered secured in the following situations:

1. The entity that submits the proposal is also providing the matching funds.
2. The entity applying for the funds lists the source of the match and has documentation of that match. That documentation should be in the form of a Letter of Commitment that identifies how much money and/or staff time the organization is committed to providing toward the grant project, and a Financial Statement on the solvency of the organization.

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 have 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 REVIEW (NOT APPLICABLE TO THIS RFP)

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. 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 (NOT APPLICABLE TO THIS RFP)

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. 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 (NOT APPLICABLE TO THIS RFP)

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.

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 Rebuild MI Regional Technical Assistance Program is to fund part-time technical coordinator positions which assist Rebuild MI Community Clients (RMCCs) by conducting Introductory Energy Evaluations (IEEs) and related project support services for commercial buildings. Commercial buildings are defined as non-residential or non-industrial in function and owned by small businesses, public agencies, or private non-profit organizations. In addition, the funding may be used to supplement ongoing RTA activities in promoting building energy efficiency and renewable energy use, evaluating project outcomes and broadening their community support base.

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

RTAs focus on community-based energy planning which ensures local needs are being addressed and that a sustainable coalition is established to assist small business, public and private non-profit building owners in becoming more energy aware and efficient in their operations. While RTAs seek continued growth and self-sustaining revenue in their respective regions, support is still needed while they are expanding technical assistance services and administrative capacity.

The Michigan Energy Office is issuing this RFP to assist designated RTAs in developing energy efficiency promotion, information dissemination and project support services to building owners in their regional communities.

III-C OBJECTIVES

The objectives of the Rebuild MI Regional Technical Assistance Program, this RFP, and projects funded hereunder are:

1. To provide financial assistance to RTAs who will promote energy efficiency and renewable energy use in commercial buildings;
2. To provide technical assistance to locally-selected commercial energy auditors who will conduct Introductory Energy Evaluations and related project support services for commercial building owners, while RTAs are broadening their community support base;
3. To measure the outcomes and receive local input on effective ways to encourage reduced energy use, particularly fossil fuel use in commercial buildings.

III-D TASKS

Grant applicants for the Rebuild MI Regional Technical Assistance Grant must clearly and succinctly explain how they will accomplish the tasks below, which must be completed during the grant period:

1. Enroll five building owners in Rebuild Michigan program, collect 12 months of utility bills (electric and heating) for each building enrolled and complete a utility bill analysis for each client enrolled. Please note: client enrollment forms must be sent to the Michigan Energy Office and approved prior to conducting Introductory Energy Evaluations in conjunction with this award. Although there are no square footage parameters, enrollments with building square footages above 25,000 sq. ft. and annual energy costs of \$20,000 or more are encouraged and are more likely to be approved to receive an audit. The approval process will allow for flexibility, while providing assurance that adequate work is being performed through the grant. Building owners may enroll up to ten buildings total.
2. Perform a minimum of five walk-through energy audits on enrolled commercial buildings and complete Introductory Energy Evaluation (IEE) reports for each owner. These reports must be reviewed and approved by the State of Michigan, MEO, before delivery to the owners. The RTA will also establish an EnergyStar Portfolio Manager account for each building owner and enter their first year's utility data. The RTA will provide a copy of the client's portfolio manager account user name and password to MEO. The RTA will receive assistance from MEO in conducting IEEs and establishing EnergyStar Portfolio Manager accounts, as needed.
3. Conduct a follow up project planning meeting with each building owner that has received an IEE and, if requested, assist building owners to identify resources for implementing an energy efficiency improvement project. Project planning meeting agenda is to be provided by MEO.
4. Develop and implement a strategy for measuring and reporting RTA progress and for building added community support for the partnership's ongoing activities.
5. Submit bi-monthly progress reports to the MEO. The grantee will attach completed deliverables (e.g. IEE reports, meeting agenda, attendees' list, handouts, media coverage, etc.) to each progress report.
6. Prepare a final report for the MEO summarizing the project tasks completed, major barriers encountered and how they were overcome.

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.

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. The selected applicant(s) shall submit to the Grant Administrator bi-monthly performance reports as described in the grant agreement that 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. Type of services provided and appropriate program metrics including number and sq. ft. of buildings audited and anticipated energy savings in units & dollars, estimated payback of recommended measures, jobs created/retained, and other impacts resulting from the technical services delivered during the reporting period.
 - iii. Actual expenditures compared to the budget in the Agreement.
 - b. Noteworthy accomplishments related to achieving the program purpose and objectives including successful technology adoptions by others in Michigan.
 - c. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.

- d. Statement concerning any significant deviation from previously agreed-upon
 - e. Statement of Work.
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 a draft copy 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 three final copies 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. Program metrics including number and sq. ft. of buildings audited, anticipated energy savings in units and dollars, estimated payback of recommended measures, jobs created/retained, and other impacts resulting from the technical services provided.
 - 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.

3. Financial Status Reports (FSR) and/or Payment Requests. The selected applicant(s) will be required to submit signed and dated monthly expenditure reports to the Grant Administrator indicating the amount of funds expended in each line item category of the budget and outstanding authorizations. Financial status reports are due no later than five (5) business days from the end of the reporting period. Payment requests will be submitted as needed; however, financial status reporting must occur not less frequently than bi-monthly.
 - 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.

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

The State contemplates the grant period will start December 1, 2012 and 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, anticipated equipment/system design completion date, equipment installation date, project address (if different from above provided mailing address), and the name, title, phone, fax, and e-mail of project contact (if different from above authorized negotiator).

Clearly indicate the facility/building site for the project is currently occupied and has long range plans for continuous use.

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. Key sub-tasks include completing necessary sub-contractor agreements, kick-off meetings, equipment purchase orders; permit approvals, site preparation, equipment installation, equipment testing, establishing data measurement and operating procedures, quarterly status meetings with MEO, etc. Include any technical plan(s) drafted for accomplishing the work.

V-G 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-H 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 resume 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-I BUDGET

Applicant(s) must provide a proposed budget for this project. Include any appropriate narrative explanation. The grant will be paid out according to the Grant Payment Schedule on page 9 and/or any approved amendment to the budget. The following budget format is suggested. Please delete any budget categories that are not applicable.

Please note the following guidelines for specific line items:

1. For those wishing to claim indirect costs, a sample of the costs used to derive the percentage claimed must be provided. Indirect costs in excess of 20% of State direct costs will not be reimbursed.
2. An expense must correspond to a specific line item in the project budget, along with any applicable descriptions, in order to be reimbursable.

<u>Line Item</u>	<u>State</u>	<u>Applicant</u>	<u>Other Total</u>
Personnel/Fringes (Position, rate, hours)			
Contractual Services (Specify, must be competitively bid)			
Performance Payment*			
Supplies/Materials			
Travel (Provide details, must be at State approved rate)			
Indirect Costs (May not exceed 20% of direct costs)			
Other (Specify)			
TOTALS			

* Performance payment is part of the Grant that pays for the completion of required program services for each of the five enrolled clients. Program services include enrolling each client in Rebuild Michigan, completing an IEE approved by MEO, establishing an EnergyStar Portfolio Manager account and entering each owner's first year portfolio utility data, and conducting a

project planning meeting with each building owner. The Performance Payment shall be \$1,500 for each IEE with total building square footages of up to 50,000; \$2,000 for total square footages of between 50,001 and 100,000; and \$2,500 for total square footages above 100,000. (\$10,000 maximum).

Applicant(s) must provide a completed budget on the attached approved Budget form (see Attachment 7). Refer to above for suggested line items.

V-J 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 of Part II, Section II-AA and Section II-BB are met.

V-K 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, Part III, Section III-E and Section III-H, 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 scoring criteria and weighting factors below.

Total maximum points is 100.

- VI-A EXPERIENCE OF ORGANIZATION/PROJECT TEAM 30 pts.
1. Experience with promoting or deploying energy efficiency, renewable energy and with community organization & development, including fundraising & leveraging.
 2. Experience with organizing and managing similar community-wide projects.
- VI-B WORK PLAN 30 pts.
1. Definition and timeliness of tasks to be performed.
 2. Plan to implement and evaluate the project. Method for collecting and reporting both required & optional metrics must be included in the proposal. See IV C Reports for information on metrics reporting.
 3. Reasonable project timetable.
 4. Sufficient plan and capacity for project control and financial management.
 5. Plan to hire/designate an existing employee to provide technical services.
- VI-C BUDGET 20 pts.
1. Budget line items and amounts are sufficiently described and justified.
 2. Number of hours per week, # of weeks, pay rate(s) and basis for rate(s); budget for RM project support services is clear.
- VI-D LEVEL OF PUBLIC AND PRIVATE SECTOR PARTICIPATION 15 pts.
1. Roles and contributions of all project partners are well defined.
 2. Documentation of project support and/or leveraged resources is attached.
- VI-E JOB CREATION 5 pts.
1. Job Creation/Retention - Projects will be evaluated on the anticipated number of jobs potentially created or retained as a result of expenditure of project funds and realization of associated cost savings.

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**

(NOT APPLICABLE TO THIS RFP)

ATTACHMENT 4

ENVIRONMENTAL CHECKLIST

(NOT APPLICABLE TO THIS RFP)

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.

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. Indirect costs can not be used as match. 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

(NOT APPLICABLE TO THIS RFP)

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
			NA			\$ -
			NA			\$ -
			NA			\$ -
			NA			\$ -

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