

State of Michigan
Department of Licensing and Regulatory Affairs
Michigan Public Service Commission

MICHIGAN ENERGY ASSISTANCE PROGRAM

2019

REQUEST FOR PROPOSALS

MICHIGAN ENERGY ASSISTANCE PROGRAM GRANT

ESTIMATED TIMELINE	
Issue Date	June 29, 2018
Inquiries Due	July 11, 2018
Pre-Proposal Conference	July 18, 2018
Proposals Due	July 31, 2018
Anticipated Start Date	October 1, 2018



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PART I: GENERAL GRANT INFORMATION

I-A Statement of Purpose

Public Act 615 of the Michigan Public Acts of 2012 (MCL 400.1231, et seq.) was enacted creating the Michigan Energy Assistance Act that requires the Michigan Department of Health and Human Services (DHHS) to establish and administer the Michigan Energy Assistance Program (MEAP). The Act allows DHHS to use funds received from a federal energy assistance program and any funds collected or appropriated to fund the program.

Michigan House Bill, HB 5512, was passed by the Senate and House in May of 2016; this bill extends the sunset date of PA 615 for three years.

Public Act 95 of the Michigan Public Acts of 2013 (MCL 460.9t) was enacted creating the Low-Income Energy Assistance Fund (LIEAF) charging DHHS with expending money from the fund as provided by the Michigan Energy Assistance Act. The Act allows the Michigan Public Service Commission (MPSC) to annually approve a low-income energy assistance funding factor, not to exceed \$50,000,000 to fund the LIEAF.

For fiscal year 2018, the MPSC adopted a monthly funding factor of 93 cents per meter for all Michigan electric utilities that have opted to participate in the funding of the LIEAF, effective beginning the September 2017 billing month. For fiscal year 2019, the MPSC will adopt a monthly funding factor by July 31.

The purpose of this Request for Proposals (RFP) is to obtain proposals from public or private entities or local units of government that will outline plans to: assist in the resolution of energy crisis situations and work with eligible households to develop a self-sufficiency plan that will enable participants to become or move toward becoming self-sufficient. A self-sufficiency plan includes assisting participants with the following: paying their energy bills on time; budgeting for and contributing to their ability to provide for energy expenses, which should prioritize enrollment in a utility affordable payment plan (APP) if the household meets enrollment eligibility criteria; and utilizing energy services to optimize on energy efficiency.

As set forth in the Michigan Energy Assistance Act (MCL 400.1231, et seq.):

- (1) “Crisis” means one of the following: 1) an individual or recipient has received a past due notice on an energy bill for his or her household; 2) a residential fuel tank is estimated to contain not more than 25% of its heating fuel capacity; 3) a stated need for deliverable fuel or a nontraditional fuel source in which there is no meter or regular energy bill provided; or 4) a notice that the balance in a prepayment account is below a minimum amount.
- (2) “Crisis season” refers to the period from November 1 through May 31 each year. Not more than 30% of the funds awarded for energy assistance programs shall be spent on home energy costs accrued outside the “crisis season.”
- (3) “Eligible low-income household” means a household with an income of not more than 150% of the federal poverty guidelines.
- (4) “Federal poverty guidelines” means the poverty guidelines published annually in the federal register by the United States Department of Health and Human Services under its authority to revise the poverty line under section 673(2) of subtitle B of title VI of the Omnibus Budget Reconciliation Act of 1981, 42 USC 9902. See the 2017 Federal Poverty Guidelines that will be in effect for the entire 2018 grant year set forth in the MEAP Policy Manual. Updates to the Federal Poverty Guidelines by the United States Department of Health and Human Services will be provided to selected applicants prior to the start of the 2017 grant year (October 1, 2017).

As set forth in MCL 460.9t(7) an electric utility, municipally owned electric utility, or cooperative electric utility that elects to not collect a low-income energy assistance funding factor shall not shut off service to any residential customer from November 1 to April 15 for nonpayment of a delinquent account.

Through the grant award process consideration will be given to the fact that MEAP grant funds collected from a geographic area must be returned, to the extent possible, to that geographic area. Refer to Attachment A for the FY 2018 list of the electric service providers in Michigan that have chosen to contribute to the LIEAF, and Attachment B the FY 2018 list of the electric service providers that are not participating.

Lists of electric service providers opting in and opting out of the funding factor for 2018 are also available on the Michigan Public Service Commission website at www.michigan.gov/energygrants. Once the funding factor has been determined for 2019, that information will become available at the same site.

Additionally, the MPSC website contains information regarding electric and natural gas regulation along with Michigan [electric](#) and [natural gas](#) utility service area maps.

Fiscal year 2019 MEAP funding levels cannot be fully determined until the fiscal year 2019 federal and state budgets are approved. The distribution of monies from the LIEAF and LIHEAP is contingent on the passage of the 2019 state and federal appropriations, and approval by the State Administrative Board and the State Budget Office.

The grant period is expected to begin October 1, 2018 and end September 30, 2019. The amount available for fiscal year 2019 (October 1, 2018 through September 30, 2019) is an amount consisting of

\$50,000,000 from the LIEAF and LIHEAP Assurance 16 funds provided by DHHS once the US Department of Health and Human Services, Administration for Children and Families has awarded federal allocations. The State may use up to 5 percent of its total LIHEAP award to provide services under Assurance 16.

Distributions to selected applicants will come from the LIEAF and the LIHEAP Assurance 16 funds designated to the MEAP. Selected applicants will receive the appropriate information necessary for compliance to Federal LIHEAP program CFDA 93.568-Low-Income Home Energy Assistance.

The grant(s) awarded from this solicitation will support actual expenditures incurred within the grant period that are supported by source documentation (further defined in II-G Accounting). This RFP provides interested parties with sufficient information to enable them to prepare and submit a proposal, budget, budget narrative, and timeline. Refer to Part V: Information Required from Applicant.

I-B Eligibility Requirements

To be eligible to receive a grant under this RFP, the applicant must be a non-profit, public or private entity or local unit of government.

I-C Issuing Office and Funding Source

This RFP is issued by MPSC, an agency within the Department of Licensing and Regulatory Affairs (LARA). MPSC is the point of contact for this RFP for purposes of grant administration. The contact person at the MPSC is:

Jamie Curtis, Grant Administrator
Michigan Public Service Commission
Customer Assistance Division
MEAP Section
Telephone: 517-284-8182
Email: MPSC-Grants2@michigan.gov

The MEAP grant will be funded by \$50,000,000 collected through a low-income energy assistance funding factor approved by the MPSC; and in LIHEAP Assurance 16 funds provided by DHHS pending award by the US Department of Health and Human Services, Administration for Children and Families.

I-D Grant Award

Grant award negotiations will be undertaken with the applicants whose proposals show the organization to be responsible, highly qualified, prepared to efficiently assist low-income households beginning

October 1, 2018, and capable of performing the project within the established timeline. It is anticipated that one or more grants will be awarded. The approximate amount available is expected to be \$50,000,000 from the LIEAF and LIHEAP Assurance 16 funds provided by DHHS once the US Department of Health and Human Services, Administration for Children and Families has awarded federal allocations.

The grants that may be entered into will be based on the RFP evaluation and selection criteria provided in Part VI and the objectives of the MPSC.

I-E Rejection of Proposals

The State reserves the right to reject any and all proposals received as a result of this RFP.

I-F Incurring Costs

The State of Michigan is not liable for any costs incurred by an applicant prior to signing of a Grant Agreement.

I-G Pre-Proposal Conference

A pre-proposal conference will be held to provide applicants with guidance and expectations when responding to the RFP. The conference will be held on **Wednesday, July 18, 2018 at 1:00 p.m.** at the Michigan Public Service Commission; interested parties may also attend via telephone conference.

Applicants should RSVP to MPSC-Grants2@michigan.gov with the names of staff attending. Additional details will be provided through the MEAP list serve prior to the pre-proposal conference. Inquiries can also be submitted electronically as outlined in Section I-H, Inquiries.

I-H Inquiries

Questions that arise as a result of this RFP must be submitted no later than **5:00 PM on July 11, 2018**. Inquiries may be submitted electronically to the Issuing Office at MPSC-Grants2@michigan.gov or made in writing to the Grant Administrator at the address listed in Section I-C, Issuing Office and Funding Source. All inquiries should reference "2019 MEAP Grant."

Inquiries will be responded to and posted on the MPSC website at www.michigan.gov/energygrants.

I-I Changes to the RFP

Written answers to questions that change or substantially clarify the RFP will be provided to all prospective applicants on the MPSC website at www.michigan.gov/energygrants.

I-J Due Date

To be considered for a grant award, a proposal must be received in the Issuing Office no later than **5:00 PM on July 31, 2018**. Proposals must reference "2019 MEAP Grant." **Proposals must be submitted electronically** to MPSC-Grants2@michigan.gov. A confirmation will be sent by the Issuing Office within 24 hours of receipt. If a confirmation is not received, applicant must contact the Grant Administrator identified in Section I-C, Issuing Office and Funding Source. Electronic submission of PDF documents cannot exceed 15 MB. **Mailed, hand delivered, and faxed proposals will not be accepted.**

I-K Proposals

To be considered, applicants must submit a complete response to this RFP using the format specified in Part V: Information Required from Applicant. The proposal must be signed by an official authorized to bind the applicant to the provisions of this RFP. For this RFP, the proposal must remain valid for at least 90 days.

I-L Acceptance of Proposal Content

The contents of this RFP and the proposal of the selected applicant may become grant obligations if a

grant award ensues. Failure of the selected applicant to accept these obligations may result in cancellation of the award.

I-M Economy of Preparation

Using the format provided in Part V: Information Required from Applicant, proposals should be prepared providing a straight-forward, concise description of the applicant's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

I-N Prime Applicant Responsibilities

The selected applicant will be required to assume responsibility for all services offered in their proposal whether or not they possess them within their organization. Further, the State will consider the selected applicant to be the sole point of contact with regard to grant matters, including payment of any and all charges resulting from the grant.

I-O Grant Payment Schedule

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

An initial advance of 50% of the total grant award will be made to the selected applicant after a Grant Agreement is fully executed.

Two subsequent advances of 20% will be provided upon submission of a Financial Status Report/Payment Request accompanied by documentation showing that at least 50% of the prior advance has been expended.

Ten (10) percent of the total grant award will be held back pending verification and approval of monthly financial status reports as well as Interim Project Status Report.

Public Act 279 of 1984, MCL 17.52, states that the State shall take all steps necessary to assure that payment for goods or services is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

I-P News Releases

News releases pertaining to this RFP or the service, study, or project to which it relates shall not be made without prior State approval and coordination with the Michigan Public Service Commission.

I-Q Disclosure of Proposal Contents

The information in all proposals and any grant resulting from the RFP are subject to disclosure under the Michigan Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231, et seq.

I-R Copyrighted Materials

The selected applicant shall agree to grant to the State a nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of all copyrightable material developed as a result of the project.

PART II: GENERAL PROVISIONS

II-A Project Changes

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

II-B Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

II-C Program Income

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

II-D Share-in-Savings

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

II-E Order of Spending

At this time, there is no required order of spending.

II-F Purchase of Equipment

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

II-G Accounting

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

II-H Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain,

and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 4 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 24 hours of providing notice, the State and its authorized representatives or designees have the right to enter and inspect a selected applicant's premises or any other places where grant activities are being performed, and examine selected applicant's books and records; and copy and audit all records related to the Grant Agreement anytime during the period of the grant and for a period of four (4) years after the latter of termination, expiration, or final payment under the Grant Agreement or any extension. Selected applicant must cooperate and provide reasonable assistance. If an audit, litigation, or other action involving the records is initiated before the end of the audit period, selected applicant must retain the records until all audit and monitoring issues are resolved. Any disqualified costs identified as a result of the monitoring review or audit will be refunded within 30 days.

If the selected applicant is a governmental or nonprofit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2014) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36. Any questioned costs identified must be refunded within 30 days.

The MPSC will perform a close-out audit of all selected applicants at the end of the grant period. Any disqualified costs identified must be refunded within 30 days.

This section applies to selected applicant, any parent, affiliate, or subsidiary organization of selected applicant, and any subcontractor that performs grant activities in connection with this Grant Agreement.

II-I Competitive Bidding

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

II-J Liability

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

II-K Intellectual Property

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

II-L Safety

The Grantee, and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees 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 General Indemnification

Grantee must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Grant; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable).

The State will notify Grantee in writing if indemnification is sought; however, failure to do so will not relieve Grantee, except to the extent that Grantee is materially prejudiced. Grantee must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Grantee will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

II-N Termination

The State may terminate the Grant 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:

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on

or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

(2) Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

(3) Non-Appropriation

Selected applicant acknowledges that continuation of the Grant Agreement is subject to appropriation or availability of funds for the Grant Agreement. If funds to enable the State to effect continued payment under the Grant 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 the Grant 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 selected applicant.

The State shall give selected applicant 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 selected applicant 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 Grant Agreement.

(4) Criminal Conviction

The State may terminate the Grant Agreement immediately and without further liability or penalty in the event selected applicant, an officer of selected applicant, or an owner of a 25% or greater share of selected applicant 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 selected applicant's business integrity.

(5) Approvals Rescinded

The State may terminate the Grant 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 selected applicant or may be effective as of the date stated in such written notice.

(6) Transition Responsibilities

Upon termination or expiration of the Grant Agreement for any reason, selected applicant must,

for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the grant activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such grant activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the grant activities at the rates established in the Grant Agreement; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable grant activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to selected applicant by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under the Grant Agreement as of the Grant Agreement termination date; and (e) preparing an accurate accounting from which the State and selected applicant may reconcile all outstanding accounts (collectively, "Transition Responsibilities"). The Grant Agreement will automatically be extended through the end of the transition period.

II-O Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

II-P Non-Discrimination

Under 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., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Grant.

II-Q Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

II-R Force Majeur

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

II-S Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

II-T Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

II-U Certification Regarding Debarment

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

II-V Illegal Influence

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

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

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

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

II-W Governing Law

The Grant Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of the Grant Agreement are governed by

Michigan law, excluding choice-of-law principles. Any dispute arising from the Grant Agreement must be resolved in Michigan Court of Claims. Selected applicant consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Selected applicant must appoint agents in Michigan to receive service of process.

II-X Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

II-Y Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

II-Z Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

II-AA Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

II-BB Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

II-CC Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or

(c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

II-DD Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

II-EE Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

II-FF Confidentiality

State Data

- (a) Ownership. The State's data ("State Data," which will be treated by selected applicant as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the grant activities; (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the grant activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("PHI") collected, used, processed, stored, or generated as the result of the grant activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This section survives the termination of the Grant Agreement.
- (b) Selected Applicant Use of State Data. Selected applicant is provided a limited license to State Data for the sole and exclusive purpose of providing the grant activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the grant activities. Selected applicant must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in the Grant Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the grant activities, such use and disclosure being in accordance with the Grant Agreement, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for selected applicant's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This section survives the termination of the Grant Agreement.
- (c) Extraction of State Data. Selected applicant must, within one (1) business day of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to selected applicant), an extract of the State Data in the format specified by the State.
- (d) Backup and Recovery of State Data. Selected applicant is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Selected applicant must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.

- (e) **Loss of Data.** In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by selected applicant that relate to the protection of the security, confidentiality, or integrity of State Data, selected applicant must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting selected applicant's obligations of indemnification as further described in the Grant Agreement, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and, (h) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures selected applicant will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of selected applicant's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps selected applicant has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by selected applicant. This section survives the termination of the Grant Agreement.

Non-Disclosure of Confidential Information

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this section survive the termination of the Grant Agreement.

- (a) **Meaning of Confidential Information.** For the purposes of the Grant Agreement, the term "Confidential Information" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a

source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of the Grant Agreement, in all cases and for all matters, State Data is deemed to be Confidential Information.

- (b) **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with the Grant Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of the Grant Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under the Grant Agreement; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) selected applicant obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of selected applicant or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this section.
- (c) **Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of the Grant Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- (d) **Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of the Grant Agreement or any Statement of Work corresponding to the breach or threatened breach.
- (e) **Surrender of Confidential Information upon Termination.** Upon termination of the Grant Agreement or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that selected applicant must return State Data to the State following the timeframe and procedure described further in the Grant Agreement. Should selected applicant or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

Data Privacy and Information Security

- (a) **Undertaking by Selected Applicant.** Without limiting selected applicant's obligation of confidentiality as further described, selected applicant is responsible for establishing and maintaining a data privacy and information security program, including physical, technical,

administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of selected applicant, if any, comply with all of the foregoing. In no case will the safeguards of selected applicant's data privacy and information security program be less stringent than the safeguards used by the State, and selected applicant must at all times comply with all applicable State IT policies and standards, which are available to selected applicant upon request.

- (b) **Audit by Selected Applicant.** No less than annually, selected applicant must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- (c) **Right of Audit by the State.** Without limiting any other audit rights of the State, the State has the right to review selected applicant's data privacy and information security program prior to the commencement of grant activities and from time to time during the term of the Grant Agreement. During the providing of the grant activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of selected applicant's data privacy and information security program. In lieu of an on-site audit, upon request by the State, selected applicant agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding selected applicant's data privacy and information security program.
- (d) **Audit Findings.** Selected applicant must implement any required safeguards as identified by the State or by any audit of selected applicant's data privacy and information security program.
- (e) **State's Right to Termination for Deficiencies.** The State reserves the right, at its sole election, to immediately terminate the Grant Agreement or a Statement of Work without limitation and without liability if the State determines that selected applicant fails or has failed to meet its obligations under this section.

II-GG Background Checks

Upon request, selected applicant must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Selected applicant is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

II-HH Subcontracting

Selected applicant may not delegate any of its obligations under the Grant Agreement without the prior written approval of the State. Selected applicant must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, selected applicant must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all grant activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in the Grant Agreement in any subcontract with a subcontractor. Selected applicant remains responsible for the completion of the grant activities, compliance with the terms of the Grant Agreement, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

II-II 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 the Grant Agreement, or any benefit that arises from the Grant Agreement.

II-JJ E-Verify Certification

Section 291 of the fiscal year 2013 Omnibus Budget, PA 200 of 2012, requires verification that all new employees of the selected applicant and all new employees of any approved subcontractor, working under the Grant Agreement, are legally present to work in the United States. The selected applicant must perform this verification using the E-verify system (<http://www.uscis.gov/portal/site/uscis>). The selected applicant's signature on the Grant Agreement is the selected applicant's certification that verification has and will be performed. The selected applicant's signature also certifies that the selected applicant is not an Iran linked business as defined in MCL 129.312.

II-KK Survival

The provisions of the Grant Agreement that impose continuing obligations, including warranties and representations, termination, transition, indemnification, and confidentiality, will survive the expiration or termination of the Grant Agreement.

II-LL Independent Contractor

Selected applicant is an independent contractor and assumes all rights, obligations and liabilities set forth in the Grant Agreement. Selected applicant, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of the Grant Agreement. Selected applicant, and not the State, is responsible for the payment of wages, benefits and taxes of selected applicant's employees and any subcontractors. Prior performance does not modify selected applicant's status as an independent contractor.

II-MM Conflicts

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

PART III: WORK STATEMENT

III-A Purpose

The purpose of this Request for Proposals (RFP) is to obtain proposals from public or private entities or local units of government that will outline plans to: assist in the resolution of energy crisis situations and work with eligible households to develop a self-sufficiency plan that will enable participants to become or move toward becoming self-sufficient. A self-sufficiency plan includes assisting participants with the following: paying their energy bills on time; budgeting for and contributing to their ability to provide for energy expenses, which may include enrollment in a utility affordable payment plan (APP); and utilizing energy services to optimize on energy efficiency.

III-B Problem Statement

Though energy assistance funding levels in Michigan have remained constant, the level is not sufficient to assist all households that qualify. According to the [2017 Home Energy Affordability Gap](#) report from Fisher, Sheehan & Colton: 977,524 households in Michigan fall below the 150% Federal Poverty Level. In 2017, fewer than 500,000 of these households received energy assistance services from one or more of the following programs: MEAP, State Emergency Relief, and/or the Home Heating Credit.

The current distribution system has improved since the inception of the MEAP and the program is meeting an unmet need providing low income energy assistance in the context of self-sufficiency.

In order to maximize available funding streams, MPSC and MDHHS staff have worked to develop a streamlined energy assistance model: This client centered approach allows for a more holistic distribution of LIHEAP and LIEAF. The new energy assistance model will ensure that crisis assistance is administered consistently throughout the state. To this end, proposals must include plans to assist eligible households with direct payment assistance regardless of the household's fuel type or energy provider.

Households who present with an energy crisis will initially apply for the State Emergency Relief program, either directly with MDHHS or with assistance from a grantee/MI Bridges Navigator and MDHHS will determine eligibility for LIHEAP assistance. SER applicants will be eligible to receive self-sufficiency services, including case management through MEAP grantees. Households who qualify for SER energy services will be eligible for MEAP direct payment assistance, including enrollment in an affordable payment plan.

Continued improvements and efficiencies will be made to align State of Michigan energy assistance delivery with program goals and functionality, while working to measure success of client participants.

MEAP strives to incorporate customer accountability or provide incentives for positive actions by the customer for more responsible bill payment and energy usage.

III-C Objectives

- 1) Provide support to households in applying for energy crisis assistance through the State Emergency Relief (SER) program.
- 2) Align customer need with an appropriate self-sufficiency plan for each household through needs assessment, vendor advocacy, energy education, financial counseling and/or case management.
- 3) Provide resources and services to qualifying households that will enable participants to become or move toward becoming self-sufficient. The household's self-sufficiency plan can incorporate direct payment assistance, including payments for customers enrolled in affordable payment plans. Success will be measured related to the percent of households receiving a self-sufficiency plan (>90%), and Assurance 16 services (>90%).
- 4) Ensure the prioritization of enrollment in home energy supplier affordable payment plans

as an option for qualifying households.

- 5) Promote the discovery of innovative, cost-efficient, evidence-based methods for providing energy assistance to low-income households in Michigan.
- 6) Result in a convenient, customer-friendly system for distribution of energy assistance.

III-D Tasks

- 1) Ensure the organization's Michigan 2-1-1 Profile/Database Listing(s) is maintained throughout the grant year. Note: Selected applicants must be listed in the Michigan 2-1-1 Provider Database.
- 2) Partner with MDHHS to become a Navigator/Referral Partner to support households in applying for energy crisis assistance through SER; comply with MI Bridges established referral timeframes.
- 3) Develop a self-sufficiency plan for each MEAP household. Self-sufficiency plans must outline resources and services to be provided, should prioritize enrollment in an APP for eligible households.
- 4) Utilize the MEAP Agreement for each qualifying household.
- 5) Issue energy assistance services to households in compliance with the [Michigan LIHEAP State Plan and Program Integrity Assessment](#), [MEAP Policy Manual](#), [OMB Uniform Guidance](#), and applicable state and federal law. This includes the tracking of Assurance 16 activities and expenditures.
- 6) Ensure that all household personally identifiable information (PII) and personal health information (PHI) collected, used, processed, stored or generated during the client intake process is secured and maintained in a secure manner in compliance with II-Y, Confidentiality.
- 7) Evaluate the organization's administrative and program structure to determine process improvements and staffing changes that are needed to handle additional client services and distribution activities beginning October 1, 2018.
- 8) Maintain data and metrics as specified in Section IV-B, Monitoring and Reporting Program Performance.
- 9) Using the Salesforce database system, maintain and share client/household information with MPSC. Adhere to standardized reporting requirements uniform lists of values and parameters when submitting low-income household information to MPSC.
- 10) Ensure that not more than 30% of the funds awarded are spent on home energy costs accrued outside the crisis season.
- 11) Coordinate availability of this low-income energy assistance program with other program services currently provided by the selected applicant (e.g. financial or energy education, other wrap-around self-sufficiency services).
- 12) Coordinate availability of this low-income energy assistance program with other grantees/agencies to provide energy crisis prevention programs, weatherization, and education focused on reducing energy consumption.
- 13) Provide referrals if grantee is not able to assist low-income households due to exhausting MEAP crisis funds before the end of the grant cycle.
- 14) Coordinate availability of this low-income energy assistance program with home energy suppliers. Coordinate energy assistance payments with energy suppliers, municipal owned utilities, cooperatives, distributors of deliverable fuels, and other energy assistance providers to more efficiently serve the needs of low-income households.
- 15) For direct energy payments, ensure the general household cap for MEAP is not exceeded.

MEAP allows for payment of up to \$2,000 for each qualifying household during the grant period. Assistance payments that will cause the household to exceed \$2,000 must be approved by the Grant Administrator.

- 16) Prioritize enrollment in home energy supplier affordable payment plans as an option for qualifying households. Applicants must work with each home energy supplier that has an ongoing affordable payment plan.
- 17) Ensure that direct energy payments are released only to eligible home energy suppliers. All home energy suppliers must be registered in the State of Michigan's SIGMA Vendor Self-Service System (VSS) (www.michigan.gov/VSSLogin) and be enrolled as an eligible supplier by MDHHS.
- 18) In compliance with R460.122(2) of the Michigan Administrative Rules, ensure that MEAP funds are not used to pay late payment fees assessed by regulated utilities and included on clients' monthly heating bills. R460.122(2) states, "[a] utility shall not assess a late payment charge against a customer whose payments are made by the department of human services or who is participating in a shut off protection program. . . ."
- 19) In compliance with R460.125 of the Michigan Administrative Rules, ensure that MEAP funds are not used to pay for unregulated service charges, such as appliance repair or appliance protection programs, that may be included in a utility's monthly electric or gas service bill. R460.125 states, "[a] utility may include charges for unregulated services, such as appliance repair or appliance protection programs, together with charges for gas and electric service on the same monthly bill if the charges for the unregulated services are designated clearly and separately from the charges for the gas or electric service and it is noted that it is an unregulated service. Failure to pay for unregulated service charges may result in the termination of that service but not the termination [or shut off] of the gas or electric service.
- 20) Customers whose electric provider has opted out of collecting the MEAP surcharge are protected from shut off for nonpayment of a delinquent account between November 1, 2018 and April 15, 2019 as outlined in PA 95 of 2013. Ensure that any customer of a non-participating or "opt-out" provider who seeks MEAP assistance prior to April 1, 2019 will not be considered eligible for services. Eligibility for applications submitted on or after April 1 will be considered.
- 21) Issue a 1099-Misc Form to each vendor (provider) who received \$600 or more in MEAP funds, see 'Specific Instructions.' State of Michigan's guide for 1099 Reporting; IRS Instructions for the 1099-MISC
- 22) Establish and implement quality control measures to ensure funds are used for the intended purpose. Quality control measures should be documented in the Grantee's work plan.
- 23) Define and objectively evaluate the success of the program.
- 24) Develop a customer satisfaction survey tool and utilize throughout grant term.

PART IV: PROJECT CONTROL AND REPORTS

IV-A Project Control

The selected applicant will carry out the project under the review of the Grant Administrator. The Michigan Department of Licensing and Regulatory Affairs Grant Administrator shall have final authority over the Grant Agreement.

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

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

Changes to the Grant Agreement, including the budget, can only be made during the term of the grant.

IV-B Monitoring and Reporting Program Performance

The selected applicant will be required to assume responsibility for monitoring and reporting. The selected applicant will monitor performance to assure that time schedules are met and projected work by time period is accomplished. If a required report's due date falls on a weekend or holiday, the report may be delivered the following business day. Selected applicant will be provided information regarding and access to a secure State data exchange gateway that must be utilized when electronically submitting required reports and requested client documentation.

- (1) **Monthly Financial Status Reports.** The selected applicant shall submit a signed and dated FSR to the Grant Administrator indicating the amount of funds expended in each line item category of the budget. Monthly FSRs must include source documentation that supports all reported expenditures including, but not limited to, general ledgers, time sheets, payroll registers, invoices, check copies and bank statements, or cancelled checks. Expenses will be verified based on actual expenditures incurred within the grant period that are supported by source documentation, not budgeted amounts. Monthly FSRs will be completed on Form C-108, which will be provided to the grantee by the Grant Administrator.
- (2) **Monthly Households Served Data and Documentation.** The selected applicant must submit the following:
 - a) Grantee will provide a monthly Validation Tool/Client List that reflects every household served during the reporting period for each FSR and should include corresponding household assistance information. The Validation Tool/Client List must be submitted by the Grantee in Salesforce using the CSV format along with the corresponding FSR. On occasion, an Excel format may be required to be submitted under the Financial Status Report tab.
 - b) Grantee will provide a monthly update on success metrics (percentage of households receiving a self-sufficiency plan and percentage of households receiving Assurance 16 services), objectives, milestones and timeline progress.
 - c) Upon request, grantee will provide a copy of the entire client file maintained by the selected applicant that includes documentation that meets the requirements set forth in the MEAP Manual. Grant staff will review and perform an attribute-sampling of the monthly client lists, and request that the selected applicant provide documentation collected during the reporting period.
- (3) **Interim Project Status Reports.** The selected applicant must submit Interim Project Status

Reports to the Grant Administrator no later than February 28, 2019 and June 28, 2019. The reports should include the following information at a minimum:

(a) Project Identification

Name of selected applicant, grant number and dates of current reporting period.

(b) Project Milestones

Percent (%) completion of the project objectives based on number of households served and amount of energy assistance funding spent.

(c) Project Progress

Brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period(s).

(d) Assurance 16

- i. Describe how you have used LIHEAP funds to provide Assurance 16 services.
- ii. Describe the impact of Assurance 16 activities on households served.
- iii. Describe the level of direct benefits provided to those households.

(e) Household Metrics

- i. Number of unduplicated households that presented for MEAP Assurance 16 services
- ii. Number of unduplicated households that received MEAP Assurance 16 services

(f) Noteworthy Accomplishments

Identify and describe any milestones reached or noteworthy accomplishments completed during the period.

(g) Delays

Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.

(h) Project Deviations

Statement concerning any significant deviation from the previously agreed-upon work plan developed in Part V: Information Required from Applicant.

(i) Attachments and Other Materials

Provide project materials developed and implemented during the reporting period (e.g. newspaper articles, newspaper advertisements, forms, brochures, announcements, studies, reports, analyses, audits, etc.).

- (4) Final Project Report.** The selected applicant must submit a draft of the final project report by October 15, 2019 for the period October 1, 2018 through September 30, 2019. After the Grant Administrator has determined the completeness and factual accuracy of the report, the selected applicant shall submit a final copy of the report to the Grant Administrator. The final project report

shall include the following information at a minimum:

(a) Project Identification

Name of selected applicant, grant number, and dates of current reporting period.

(b) Project Milestones

Percent (%) completion of the project objectives based on number of households served and amount of direct assistance funding spent.

(c) Project Implementation

Outline of the work accomplished during the grant term.

(d) Program Metrics

- i. Evaluate the success of the program based on grantee-defined success metrics.
- ii. Provide the number of households served at the varying levels of self-sufficiency services offered by your agency, include the total unduplicated number of households receiving any level of service.
- iii. Meet the LIHEAP Assurance 16 reporting requirements:
 1. Describe how you have used LIHEAP funds to provide Assurance 16 services.
 2. Describe the impact of Assurance 16 activities on households served.
 3. Describe the level of direct benefits provided to those households.
 4. Number of unduplicated households that presented for MEAP Assurance 16 services
 5. Number of unduplicated households that received Assurance 16 services
- iv. Explain how your program assists clients with household budgeting. Provide the number of households, as well as the percentage of total unduplicated households reported, that have received assistance with household budgeting.
- v. Explain how the program has encouraged and enabled households to reduce their home energy needs and thereby the need for future energy assistance. Provide the number of unduplicated households, as well as the percentage of total unduplicated households reported, utilizing energy services to optimize energy savings.
- vi. For customers enrolled in energy supplier affordable payment plans:
 1. Provide the number of unduplicated households, as well as the percentage of total unduplicated households reported, that have made consecutive on-time payments.
 2. Provide the number unduplicated households that were removed from the energy supplier affordable payment plan.

(e) Noteworthy Accomplishments

Accomplishments and problems experienced while carrying out project activities.

(f) Coordinated Efforts

Coordinated efforts with other organizations to complete the project.

(g) Project Impacts

Impacts, anticipated and unanticipated, experienced as a result of project implementation.

(h) Next Steps

Experience in applying the project products and anticipated “next steps.”

(i) Financial Summary

Summary of financial expenditures of grant funds; include the basis or reason for any discrepancies.

(j) Evaluation

Evaluate the success of the program. The program should be evaluated against the selected applicant’s work plan and objectives. Selected applicant should provide an honest and objective assessment of the successes and failures of the project. The evaluation should have both quantitative and qualitative components. Provide the results from your customer satisfaction survey.

(k) Attachments and Other Materials:

Provide project materials developed and implemented that were not provided in project status reports (e.g. newspaper articles, newspaper advertisements, forms, brochures, announcements, studies, reports, analyses, audits, etc.).

- (5) Final Financial Status Report (FSR).** The selected applicant must 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 by October 15, 2019 for the period October 1, 2018 through September 30, 2019. The Final FSR must include source documentation that supports all reported expenditures including, but not limited to, general ledgers, time sheets, payroll registers, invoices, check copies and bank statements, or cancelled checks. Expenses will be verified based on actual expenditures incurred within the grant period that are supported by source documentation, not budgeted amounts. The Final FSR will be completed on Form C-108.

MEAP 2019 Reporting Schedule			
Report Due Date	Report Type	FSR	Period Covered
November 30, 2018	Financial Status Report Households Served Data Supporting Documentation	1	October 1 – October 31, 2018
December 31, 2018	Financial Status Report Households Served Data Supporting Documentation	2	November 1 – November 30, 2018
January 31, 2019	Financial Status Report Households Served Data Supporting Documentation	3	December 1 – December 31, 2018
February 28, 2019	Financial Status Report Households Served Data Supporting Documentation	4	January 1 – January 31, 2019
February 28, 2019	Interim Project Status Report 1	4	October 1, 2018 – January 31, 2019
March 29, 2019	Financial Status Report Households Served Data Supporting Documentation	5	February 1 – February 28, 2019
April 30, 2019	Financial Status Report Households Served Data Supporting Documentation	6	March 1 – March 31, 2019
May 31, 2019	Financial Status Report Households Served Data Supporting Documentation	7	April 1 – April 30, 2019
June 28, 2019	Financial Status Report Households Served Data Supporting Documentation	8	May 1 – May 31, 2019
June 28, 2019	Interim Project Status Report 2	8	October 1, 2018 – May 31, 2019
July 31, 2019	Financial Status Report Households Served Data Supporting Documentation	9	June 1 – June 30, 2019
August 30, 2019	Financial Status Report Households Served Data Supporting Documentation	10	July 1 – July 31, 2019
September 30, 2019	Financial Status Report Households Served Data Supporting Documentation	11	August 1 – August 31, 2019
October 15, 2019	Financial Status Report Households Served Data Supporting Documentation	12	September 1 – September 30, 2019
October 15, 2019	Final Project Report	12	October 1, 2018– September 30, 2019

PART V: INFORMATION REQUIRED FROM APPLICANT

Applicants must submit one proposal that encompasses the work to be performed during the grant year. Grant proposals must be typed in 11 point, Calibri font with no more than 60 numbered, double-spaced pages. **The page count includes attachments.**

Electronically submitted proposals must have a scanned signature or e-signature and cannot exceed 15 MB.

Applicant must provide responses to each section below. Be as descriptive as possible and answer each question in its entirety; some questions have multiple components. In your responses consider section I-M Economy of Preparation which directs applicants to provide a straight-forward, concise description of the applicant's ability to meet the requirements of the RFP.

Questions that do not apply should be answered "NA."

V-A Identification of Organization

State the full name and address of the organization, the organization's federal identification number, and the organization's telephone and fax numbers.

V-B Authorized Negotiator

State the name of one (1) contact person and his/her telephone number, fax number, and electronic mail address. The contact person must be authorized to be the negotiator for the proposed Grant Agreement with the State.

V-C Method for Addressing the Problem

State in succinct terms the applicant's proposed method for addressing the problem presented in Section III-B, Problem Statement, including the method(s) of service delivery. Describe any significant obstacles the applicant has had meeting the needs of low- income households while providing energy assistance.

V-D Management Summary

- (1) Describe management procedures that will be used by the organization to complete the proposed project.
- (2) Provide the date that you anticipate that your program will begin to serve low-income households with energy assistance. Describe the measures that will be taken to ensure that selected applicant will be prepared to handle client services and distribution activity. Include details on process improvements and staff additions that will be implemented to strengthen selected applicant's administrative and program structures, as well as how staff will be monitored.
- (3) Provide the address and the days/hours of operation of each service location providing MEAP assistance.
- (4) Provide the contact information and role for each staff member responsible for maintaining and updating the agency's (or service location's) Michigan 2-1-1 Profile/Database Listing.
- (5) Describe the organization's quality control measures, including measures for ensuring compliance as well as eligibility determination. In your description, include information regarding separation of duties.
- (6) Selected applicant must provide fiscal control and financial accounting procedures that will

assure that grant funds will be accounted for and properly dispersed in a way that will allow the Issuing Office to clearly review and verify all grant related expenditures.

- (a) Describe the organization's internal control policy:
 - (i) Identify the type of accounting system/software the organization will use to account for grant funds,
 - (ii) Identify how duties will be separated,
 - (iii) Describe how the organization will account for grant funds, i.e., will grant funds be placed in a separate bank account, will the grant funds be assigned a unique code(s) within the organization's overall accounting system. Ensure funds are maintained in a non-interest bearing account.
 - (iv) Indicate whether internal and external audits of the organization's operations are performed on an annual basis,
 - Selected applicant must provide a copy of the organization's most recent audited financial statement as well as a copy of the organization's most recent single audit as required by OMB Circular 200.36

- (7) Describe your agency's data security plan.

V-E Work Plan

For the grant year (October 1, 2018 through September 30, 2019), provide a clear and detailed work plan for providing energy assistance to low-income households. The plan should include the following components at a minimum:

- (1) Explain the services that will be provided through the energy assistance program and how the services enable low-income households to become or move toward becoming self-sufficient. Provide a detailed description of each component of the program. Distinguish services that will be provided by the agency and which will be provided as a referral.
- (2) Identify objectives and milestones for the proposed project.
 - (a) Estimate the number of eligible low-income households that will be served. Include the total number to be served as well as the number estimated to be served through Assurance 16 self-sufficiency services.
 - (b) Provide an estimated average cost per household.
 - (c) Provide the geographic area of the State that will be covered.
 - (d) Provide a timeline for completing the planned activities and tasks for the proposed project during the grant period. Selected applicant assumes the responsibility for ensuring the grant project is performed within the established timeline. A month-by-month format shall include at a minimum:
 - The required dates for all reports due to the Issuing Office
 - Progress toward estimated number of households served
 - Number of households enrolled in an energy supplier affordable payment plan
- (3) Describe in detail how referrals from MI Bridges will be processed and the steps that will be taken to ensure that the low-income household's needs are assessed, documented and retained in the client file.
- (4) Describe how low-income households' self-sufficiency plan(s) will be developed, executed, and progress tracked. Distinguish any varying levels of service that will be offered.

- (5) Explain how this plan will be coordinated with other services offered by the applicant. Explain how this plan will leverage other funding sources and programs or services provided. Include information on programs currently administered by applicant that create opportunities for low-income customers to work toward self-sufficiency; include details on funding sources and matching dollars. If applicable; provide a list or table that includes the other wrap-around services as well as the location(s) where the services are offered.
- (6) Explain how the applicant coordinates with other agencies that provide services not offered directly by the applicant. Describe how the referrals will be tracked and household progress documented.
- (7) Provide a detailed explanation of how grantee will ensure that all household PII and PHI collected, used, processed, stored or generated during the client intake process will be secured and maintained in a secure manner in compliance with Section II-Y, Confidentiality.
- (8) Explain measures that will be taken if grantee exhausts funding to ensure that clients are referred to other MEAP agencies in a timely manner.
- (9) Describe how the program will be evaluated against the work plan developed above and the objectives, tasks, and requirements outlined throughout the RFP. The applicant should develop a clear and concise evaluation plan that will provide for an honest and objective assessment of the successes and failures of the project. The evaluation should have both quantitative and qualitative components.

V-F Current and Prior Experience and Funding Disclosure

Current and prior experience in administering energy assistance programs for low-income households is important to the selection process. Each applicant must provide a copy of the organization's most recent audited financial statement and single audit (if applicable). The audited financial statement and single audit may be sent under separate cover and are not included in the page count.

Proposals submitted by applicants should include:

- (1) A description of the organization's experience in conducting the type of work proposed. Include current activities and activities for the previous three (3) years. Include project results.
- (2) If applicant received a similar grant award from the State of Michigan in prior years for the type of project proposed, provide a summary of project accomplishments, including number of households served, noteworthy accomplishments, and problems encountered while carrying out grant responsibilities. Include a plan for addressing and resolving past problems
- (3) Current funding source(s) and the level of funding for the current year and the previous three (3) years.

V-G Personnel

Selected applicant must be able to staff a project team that clearly possesses skill and experience in providing energy assistance to low-income households. In the narrative, identify the authorized contact person and key personnel to be involved with this project by name and title and provide a brief summary of their experience, qualifications, and the work to be performed.

If other organizations will be playing a role in the proposed project, provide sufficient background information that will give the Issuing Office a reasonable understanding of each organization's qualifications.

Include a detailed organizational chart including names and titles of all individuals that will contribute to the project.

Personnel involved in providing energy assistance to low-income households will have access to Sensitive Personal Information; selected applicant shall employ a data security plan to protect this information. Selected applicant shall have each employee and volunteer, involved in collecting, handling or analyzing Sensitive Personal Information, sign an agreement stating that they agree to follow your agency's confidentiality and security standards. Upon request, provide a list of personnel and the date that the confidentiality agreement was signed.

V-H Budget

To enable the Issuing Office to evaluate all project costs, applicants shall submit a proposed budget and corresponding budget narrative for the grant year. The budget and narrative must follow the format outlined in Attachment D. Include only MEAP grant funds in the budget; do not include matching, leveraged, cost share or any other type of supplemental funds. The budget narrative must identify the budget line item and number, provide a detailed description for each line, and include individual unit prices.

Selected applicant will be required to provide supporting documentation for all grant expenditures incurred during the term of the grant. Accounting records must be supported by source documentation including, but not limited to, general ledgers, time sheets, payroll registers, invoices, check copies and bank statements, or cancelled checks. Expenses will be verified based on actual expenditures incurred within the grant period that are supported by source documentation, not budgeted amounts.

- (1) **Budget Changes** – Any changes to the budget must be pre-approved by the Grant Administrator. Changes in the budget of less than 5% of the total line item amount do not require a formal amendment; however, a revised budget should be submitted to the Grant Administrator for approval. The allowable transfer should be calculated as less than 5% of the total line item that the funds are being transferred from.

Cumulative changes in the budget equal to or greater than 5% of the total line item amount may be permitted only upon prior review and written approval by the Grant Administrator and LARA. A formal grant amendment must be signed by both the grantor and grantee.

- (2) **Disallowed Costs** – Disallowed costs include but are not limited to the following: sick pay, vacation pay, holiday pay, bonuses, overtime, tuition reimbursement/remission, vehicle allowance, seminars, conferences, meetings, subscriptions, dues, and memberships.
- (3) **Administrative Costs** – Administrative costs cover expenses related to general administrative functions and coordination of functions and oversight related to MEAP administrative functions.

Administrative costs should include costs of goods and services required for administrative functions of the program; travel costs incurred for official business in carrying out administrative activities or the overall management of the MEAP; costs of information systems related to administrative functions; and contractual services related to sub-recipients or vendors that are solely for the performance of administrative functions. Total administrative and indirect costs included in the budget may not exceed 8% of the total grant award.

- (4) **Energy Assistance Program Costs**—EAP costs cover expenses related to the delivery of energy assistance program services. EAP costs should include Program Costs, Assurance 16 Program Costs and Direct Energy Assistance Payments.

Assurance 16 Program Costs – Assurance 16 (A16) funding covers expenses directly related to the delivery of energy assistance self-sufficiency activities offered by the Michigan Energy Assistance Program. Self-sufficiency activities must include services that will enable participants to become or move toward becoming self-sufficient.

Allowable Assurance 16 activities can include the following:

Needs assessment and referrals: reviewing the client’s case record and identifying the most appropriate services and referrals,

Vendor advocacy: helping the client to communicate effectively with the vendor to maintain service. This includes helping the client to enroll in a home energy supplier affordable payment plan,

Energy education: furnishing information about how to reduce energy usage and obtain energy efficiency services

Financial counseling: working with the client to improve financial management skills and proactively manage energy bills, and

Short term case management: developing information and materials about services available to LIHEAP clients; developing an understanding of a client’s needs and offering counseling during LIHEAP intake

Longer term case management: developing a curriculum and training materials for service deliver; working with clients on energy education and/or financial counseling over an extended time period

Examples of expenditures that are **not** allowable A16 expenditures include:

Outreach: Designing outreach materials, conducting outreach activities

Crisis Determination: assessing whether the client is in crisis

Benefit determination: using the information supplied by the client to determine their benefit

Intake: working with the client to complete the LIHEAP application

Assurance 16 activities should be included as separate items within the budget. Only expenditures for the portion of staff members’ time spent on Assurance 16 activities may be charged under the Assurance 16 Program Costs budget category.

Program Costs cover other expenses related to the delivery of energy assistance program services.

Direct Energy Assistance Payments at a minimum indicate the approximate number of households to be assisted and the estimated average payment

Total direct program costs included in the budget must be at least 92% of the total grant award. Note: *As allowed by PA 615 of 2012, an entity may, upon approval from the department, use less than 92% but not less than 90% of the funds received for the program for energy assistance.*

- (5) **Budget Requirements** – the proposed budget shall display three (3) headings identified as the: Line Item, Budget Category, and Total. The budget line items that need to be included, at a minimum, are listed below. The budget should reflect the best estimate of actual costs using whole numbers. Please refrain from using decimals or formulas. Refer to the budget example

provided in Attachment D.

(a) Personnel

- (i) *Salary* – in the budget, include the name and job title for each staff position to be paid for by the grant. Time sheets and payroll registers must be submitted for each staff position, and hours worked must be grant related.

Fringe Benefits – fringe benefits may not exceed 35% of each employee's salary. Fringe benefits will be reimbursed based on actual expenditures per employee up to 35%, not on budgeted amounts. Allowable benefits include: health, dental, and optical insurance, employer-paid Social Security and Medicare tax, Michigan and Federal unemployment tax, and other miscellaneous fringe benefits (life insurance, long- and short-term disability insurance, worker's compensation, and retirement program contributions up to 4%). Applicants must provide details on the organization's method of calculating fringe benefit expenses that will be charged to the grant including whether fringe benefits are calculated on an annualized basis or based on the length of the grant term.

The budget narrative must include the number of weeks the individual will work on the grant; number of hours per week a full time employee of the organization is expected to work; a description of the work to be performed by each individual; the estimated hours to be worked; actual pay rate; the fringe benefit percentage being charged to the grant for each employee; the percentage of the employee's time allocated to the grant; whether each employee is salaried-exempt, salaried-non-exempt or hourly; and any other applicable information related to the individual's duties and responsibilities in connection with this grant.

Individuals that are not on selected applicant's payroll, e.g., independent contractors, individuals receiving a Form 1099, temporary workers, etc., must be placed under the **Contractual Services** budget category. **Only employees on the selected applicant's payroll should be included in the Personnel budget category.**

- (b) **Supplies, Materials, & Equipment:** specify item(s) and cost. The budget narrative should include the anticipated cost of each item, a detailed explanation of the item's purpose, and how it relates to the project being funded. Be as detailed as possible.

- (c) **Contractual Services:** these services must be competitively bid. Individuals that are not on selected applicant's payroll, e.g., independent contractors, individuals receiving a Form 1099, temporary workers, etc., must be placed under **Contractual Services**. When competitive selection is not feasible or practical, the selected applicant agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Selected applicant must provide a copy of contracts, memoranda of understanding or agreements signed by selected applicant and contractors.

Selected applicant assumes responsibility to select subcontractors on a competitive basis. A minimum of three (3) bids must be solicited and proposals must include, at a minimum: (1) name of selected applicant, grant number, and grant period; and (2) the type, number, and description of projects as described in the proposal.

Selected applicant must provide the Grant Administrator with the solicitation, list of vendor responses (including amounts), and name of the selected vendor. Selected applicant must maintain bids on file at their place of business according to Section II-B, Records Maintenance, Inspection, Examination, Audit and Monitoring. The Grant Administrator will reserve the right to request a copy of all bids for services that are competitively bid.

Selected applicant must award the project to the lowest bid unless the Grant Administrator has given prior written approval for selection of a higher bid. Selected applicant must provide a written justification for the selection of a higher bid. When awarding subcontracts, the selected applicant must ensure that preference is given to products manufactured in or

services offered by Michigan-based firms.

- (d) **Travel:** in the budget include the name, job title and official workstation for each staff member that will be traveling. Selected applicant must follow the State of Michigan Standardized Travel Regulations (www.michigan.gov/dtmb/0,5552,7-150-9141_13132---00.html). The State will reimburse for mileage, lodging, and meals, refer to the current State travel rates. Meals and lodging must be supported by itemized, legible receipts and reasons for travel. Itemized meal receipts must include a list of each item purchased; receipts for payments made by credit card that are not itemized will not be accepted.

Mileage must be supported by travel log(s) with beginning and ending addresses, mileage total, and reason for travel. Grantees will be provided a travel log example. Out-of-state travel must be directly related to the grant project and approved by the Grant Administrator prior to travel. Travel expenses listed in the travel budget category are strictly for individuals listed on the budget under Personnel. Per Diem payments and alcoholic beverage reimbursements are not allowed.

- (e) **Other Expenses:** This category is solely for use by organizations charging a per-case fee for work performed by subunits or internal agencies within the organization that do not require a competitive bid, i.e. contract, memorandum of understanding or any other type of signed agreement.
- (f) **Energy Assistance Program Costs:** The budget category is solely for costs incurred for delivery of energy assistance program services as set forth in Section V- H(4). At a minimum indicate the approximate number of households to be assisted and the estimated average payment
- (g) **Indirect Costs:** indirect costs are costs not directly or specifically related to the grant program. Indirect costs are costs of administering the organization and must be spread over a number of products, services, or grant programs proportionately. Examples include office supplies and equipment, utilities, rent, maintenance and repair, insurance, accounting and bookkeeping services, and legal services. Non-cash expenses like depreciation, amortization, and depletion are not allowable indirect costs under this grant.

Selected applicant will be reimbursed for its proportional share of indirect costs. This means the MPSC should be allocated a portion of the selected applicant's indirect costs and not 100% of the organization's total indirect cost.

Indirect costs should be displayed on the face of the budget on a single line item and the indirect rate should be rounded to six (6) decimal places. The budget narrative should contain a list of indirect costs, how the selected applicant determined its indirect costs, and the percentage rate calculation for reimbursable indirect costs. Selected applicant is not required to provide documentation supporting indirect costs; however, documentation verifying the costs must be retained by the selected applicant.

- (6) To ensure efficient review and approval of grant expenditures, selected applicant will be provided additional guidelines to assist with calculating and determining accurate and appropriate grant expenditures.
- (7) Each budget category should have a subtotal displaying the total anticipated amount to be expended, and the budget should include a subtotal for total direct project costs and a sum of total project costs.
- (8) After grants are approved by the MPSC, modifications of proposals and budgets may be necessary. If the MPSC does not approve the total amount requested in the original proposal, selected applicant will be required to submit a revised proposal, budget and budget narrative for the purpose of entering into a Grant Agreement. New line items to the revised budget are not allowed.
- (9) Selected applicant assumes the responsibility of ensuring all unexpended grant funds are

returned to the State of Michigan at the end of the grant period. Failure to do so may render selected applicant ineligible for future grant awards and/or subject to legal action.

- (10) Selected applicant may not commingle grant award funds with current or future grant awards. All funding sources must be managed and accounted for separately.
- (11) Selected applicant must adhere to the policies and procedures set forth by MPSC, with regard to energy assistance underpayments, overpayments and refunds. Selected applicant will receive a copy of the policy from the Grant Administrator.

V-I 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.

V-J Certification of Proposal

Please sign the proposal and include the following language:

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

Failure to comply with grant terms may result in termination.

Certified by: _____
Authorized Signatory and Title
Name of Organization
Date

PART VI: EVALUATION AND SELECTION CRITERIA

VI-A Criteria and Scoring

All proposals received shall be subject to an evaluation by the MPSC and DHHS. The evaluation will be conducted to select organizations to perform the proposed grant project within the established timeline.

All proposals will receive an initial screening to ensure that the eligibility criteria are met. Proposals failing to meet the eligibility requirements described in Section I-B will be rejected automatically.

Proposals meeting the eligibility requirements will be evaluated based on the following factors:

- Experience and Financial Stability of the Organization (20 points)

- Management Summary (30 points):

- Work Plan (40 points):

- Budget and Budget Narrative (10 points)

A total of 100 points is possible.

ATTACHMENTS

Attachment A: FY18 Participating Electric Service Providers

FY2018 Participating Electric Service Providers	Estimated amount of LIEAF to be collected
Alger Delta Cooperative Electric Association	\$ 109,895.16
Alpena Power Company	\$ 184,426.41
City of Bay City	\$ 234,207.41
City of Gladstone	\$ 32,368.31
City of Hart	\$ 13,239.03
City of Norway	\$ 23,392.69
City of Petoskey	\$ 55,424.41
City of St. Louis	\$ 21,765.86
Consumers Energy	\$ 20,294,377.68
DTE Energy	\$ 24,202,191.40
Great Lakes Energy Cooperative	\$ 1,319,089.78
Hillsdale Board of Public Utilities	\$ 67,541.49
HomeWorks Tri-County Electric Cooperative	\$ 282,956.21
Indiana Michigan Power Company (AEP)	\$ 1,437,668.85
Lowell Light & Power	\$ 30,214.16
Marshall Electric Department	\$ 50,947.82
Midwest Energy Cooperative	\$ 314,415.73
Negaunee Department of Public Works	\$ 21,597.57
Newberry Water & Light Board	\$ 15,325.86
Niles Utilities Department	\$ 73,992.71
Northern States Power Company -Wisconsin (Xcel)	\$ 100,515.65
Presque Isle Electric & Gas Co-op	\$ 366,418.19
Thumb Electric Cooperative	\$ 130,954.20
Union City Electric Department	\$ 16,750.74
Upper Peninsula Power Company	\$ 591,649.99
Village of Baraga	\$ 8,672.69

Attachment B: FY18 Non-Participating Electric Service Providers

2017/2018 Non-Participating Electric Service Providers
Bayfield Electric Cooperative
Chelsea Department of Electric & Water
Cherryland Electric Cooperative
City of Charlevoix
City of Crystal Falls
City of Dowagiac
City of Eaton Rapids
City of Escanaba
City of Harbor Springs
City of Portland
City of Sebewaing
City of South Haven
City of Stephenson
City of Sturgis
City of Wakefield
Cloverland Electric Cooperative
Coldwater Board of Public Utilities
Croswell Municipal Light & Power Department
Daggett Electric Department
Grand Haven Board of Light & Power
Holland Board of Public Works
Lansing Board of Water & Light
Marquette Board of Light & Power
Ontonagon County Rural Electrification Association
Traverse City Light & Power
Upper Michigan Energy Resources Corporation (UMERC)
Village of Clinton
Village of L'anse
Village of Paw Paw
Wisconsin Electric Power Company (We Energies)
Wyandotte Department of Municipal Services
Zeeland Board of Public Works

MEAP Self Sufficiency Plan

Household Information

Attach extra pages if you need to include additional members. List **everyone** who lives in your home, including adults and children temporarily absent due to illness or employment. People are considered members of your household if they sleep and keep their belongings in your home. Be sure to include the date of birth and citizenship status for each member.

Name	Relationship to You SELF	MDHHS Case ID
Name	Relationship to You	
Name	Relationship to You	
Name	Relationship to You	

Household Address (Service Address)

Address (Numbers & Street Name, Apt., etc.)		City
State	County	Zip Code

Mailing Address, if different than above

Address (Numbers & Street Name, Post Office Box)		City
State	County	Zip Code

Additional Information Needed

Home Heating Credit (HHC): Have you applied for or received the HHC (Energy Draft) in the last 6 months?	<input type="checkbox"/> Yes, month received _____ <input type="checkbox"/> No
Have you received energy assistance from another agency or through a provider-sponsored program since October 1?	<input type="checkbox"/> Yes, who was the provider(s): _____ <input type="checkbox"/> No
How do you heat your home? (Select One) <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Wood <input type="checkbox"/> No Heat Obligation <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Electric Heat* <input type="checkbox"/> Coal <input type="checkbox"/> Other _____	

*Electric heat sources include solar panels, boilers, radiators, or baseboard heating but DO NOT include space heaters

Electric (non-heat) Provider Information

Name and address of company/energy provider	Account number
	Name on account

Heat Provider Information

Name and address of company/energy provider	Account number
Service address	Name on account

Signature Requirement

Please sign below after reading the following information, otherwise this application will be considered incomplete

- As part of this MEAP agreement, I understand that I may be referred to or required to participate in additional services such as budgeting assistance, energy audits, or other programs that will help your household pay energy bills and understand energy consumption. Participation in the activities outlined in this plan/agreement are required in order to receive any additional energy assistance benefits.

- I authorize the assisting agency or provider to release my name and address to the local weatherization operator as part of the Weatherization Referral system. I authorize the department to release case and payment information to the Department of Health and Human Services, its affiliates and/or contracted agencies, for the purpose of research, study and evaluation of the Low Income Home Energy Assistance Program (LIHEAP) and the Michigan Energy Assistance Program (MEAP).

- I authorize my energy company to release by phone, fax, email or their computer web site all available information about my account.

- UNDER PENALTIES OF PERJURY, I SWEAR OR AFFIRM THAT THIS APPLICATION HAS BEEN EXAMINED BY OR READ TO ME. IF I AM A THIRD PARTY APPLYING ON BEHALF OF ANOTHER PERSON, I SWEAR THAT THIS APPLICATION HAS BEEN EXAMINED BY OR READ TO THE APPLICANT. TO THE BEST OF MY KNOWLEDGE, THE FACTS ARE TRUE AND COMPLETE.**

Signature of applicant or head of household	Date	Signature of spouse	Date
Address (Numbers & Street Name, Apt., etc.)		Signature of agency representative	Date
Current phone number	Email	Identification of applicant or authorized representative	

Affordable Payment Plan

I have been informed if my energy provider offers APP and understand whether or not I am eligible.

☐ Yes

☐ No

Please check one

☐

I agree to the terms and conditions of the Affordable Payment Plan offered by my energy provider and have received a list of the terms and conditions of this plan.

☐

I do not want to enroll in an affordable payment plan to receive monthly assistance with my energy bill.

Signature of applicant or head of household	Date
---------------------------------------------	------

Internal Use Only

Check the self-sufficiency services offered to this household (documentation must be maintained in the client file)

☐ Needs assessment and referral(s)

☐ Financial counseling

☐ Vendor advocacy

☐ Short term case management

☐ Energy education

☐ Long term case management

Signature of grantee representative	Date
-------------------------------------	------

Attachment D: Sample Budget Narrative

1 **Administrative Expenses** *(See MEAP Policy Manual 7.0 for additional guidance)*

2 **Administrative Personnel (Grant Administration Staff)**

<Name of Organization>'s full time workweek is <e.g. 37.5 or 40 > hours. All employees are full time unless otherwise stated.

3 *Salary*

4 Employee 1 Name (Job Title)

Employee 1 will – <provide a brief summary of the work to be performed by Employee 1>.

Employee 1 will work on the grant for 52 weeks; 40 hours per week as an <hourly/salaried>

<exempt/non-exempt> employee. This budget line item is based on an estimate of 49.14% of time allocated to the MEAP grant or 1022.08 hours @ \$25.00 per hour.

The approximate costs for this line item number is \$25,552.

5 TBD 1 (Job Title)

TBD 1 will – <provide a brief summary of the work to be performed by TBD 1>.

TBD 1 will work on the grant for 52 weeks; 40 hours per week as an <hourly/salaried>

<exempt/non-exempt> employee. This budget line item is based on an estimate of 86.25% of time allocated to the MEAP grant or 1793.95 hours @ \$20.00 per hour.

The approximate costs for this line item number is \$35,879.

6 **Total Salary = \$61,431**

7 *Fringe Benefits*

8 Employee 1 Name (Job Title)

Fringe benefits for Employee 1 Name are equal to 35% of his/her grant-related salary. These fringe benefits include <list fringe benefits received by Employee 1>. The cash basis of accounting is used to calculate Fringe Benefit expenses applicable to the grant. Our organization will use the accrual basis of accounting method for all transactions in the general ledger.

The approximate cost for this line item number is \$8,943.

Note: Allowable fringe benefits include the following: Health, Dental, and Optical Insurance, employer-paid Social Security and Medicare Tax, Michigan and Federal unemployment tax, and other miscellaneous fringe benefits (i.e., life insurance, long-and short-term disability insurance, workers' compensation, and retirement program contributions up to 4%). Only include benefits the employee is actually receiving or is expected to receive. If each employee receives the same fringe benefit package, list the items under the

first employee and refer to the line item where they are listed for each additional employee.

- 9 TBD 1 (Job Title)
- Fringe benefits for TBD 1 (Job Title) are equal to 35% of his/her grant-related salary. These fringe benefits include and utilize the same methods of accounting as those itemized in line 8.
- The approximate cost for this line item number is \$12,558.
- 10 **Total Fringe Benefits = \$21,501.**
- 11 **Total Administrative Personnel = \$82,932.**
- 12 **Administrative Supplies, Materials, and Equipment**
- 13 General office supplies, including paper and envelopes, are estimated at \$1,000.
- 14 **Total Administrative Supplies, Materials, and Equipment = \$1,000**
- 15 – 17 **No Administrative Contractual Services will be charged to the grant.**
- 18 **Administrative Travel**
- 19 Mileage
- Mileage expenses for the Administrative Personnel (Grant Administration Staff) includes In-State travel at State approved rates. Staff listed in the budget under the Grant Administration Staff will travel to <provide detailed description of travel> 100% of the Administrative Personnel (Grant Administration Staff) mileage costs are allocated to MEAP. The official workstation of the Grant Administration Staff is <Organization's address>.
- The approximate cost for this line item number is \$200.
- 20 Meals
- Meals expense includes costs that are associated with the Administrative Personnel (Grant Administration Staff) for In-State travel at State approved rates. 100% of the meal costs are allocated to MEAP. The official workstation of the Grant Administration Staff is <Organization's address>.
- The approximate cost for this line item number is \$200.
- 21 Lodging
- No Lodging expenses are charged to the grant.
- 22 **Total Administrative Travel = \$400.**
- 23 **Total Administrative Expenses = \$84,332 (Lines 11, 14, 17, 22)**
- 24 **Energy Assistance Program Expenses (EAP)**
- 25 **EAP Personnel Assurance 16 Staff**
- 26 *Salary*

27 Employee 2 Name (Job Title)

Employee 2 will – <provide a brief summary of the work to be performed by Employee 2.>

Employee 2 will work on the grant for 52 weeks; 40 hours per week as a salaried <exempt/non-exempt> employee. This budget line item is based on an estimate of 90.40% of time allocated to the MEAP grant or 1880.25 hours @ \$12.00 per hour.

The approximate costs for this line item number is \$22,563.

28 Employee 3 Name (Job Title)

Employee 3 will – <provide a brief summary of the work to be performed by Employee 2>.

Employee 3 will work on the grant for 52 weeks; 40 hours per week as a <hourly/salaried> <exempt/non-exempt> employee. This budget line item is based on an estimate of 78.60% of time allocated to the MEAP grant or 1634.80 hours @ \$15 per hour.

The approximate costs for this line item number is \$24,522.

29 **Total Salary = \$47,085**

30 *Fringe Benefits*

31 Employee 2 Name (Job Title)

Fringe benefits for Employee 2 are equal to 35% of his/her grant-related salary. These fringe benefits include <list fringe benefits received by Employee 2>. The cash basis of accounting is used to calculate Fringe Benefit expenses applicable to the grant. Our organization will use the accrual basis of accounting method for all transactions in the general ledger.

The approximate cost for this line item number is \$7,897.

Note: Allowable fringe benefits include the following: Health, Dental, and Optical Insurance, employer-paid Social Security and Medicare Tax, Michigan and Federal unemployment tax, and other miscellaneous fringe benefits (i.e., life insurance, long-and short-term disability insurance, workers' compensation, and retirement program contributions up to 4%). Only include benefits the employee is actually receiving or is expected to receive. If each employee receives the same fringe benefit package, list the items under the first employee and refer to the line item where they are listed for each additional employee.

32 Employee 3 Name (Job Title)

Fringe benefits for Employee 3 are equal to 35% of his/her grant-related salary. These fringe benefits include and utilize the same methods of accounting as those itemized in line 31.

The approximate cost for this line item number is \$8,583.

33 **Total Fringe Benefits = \$16,480.**

34 **Total EAP Personnel Assurance 16 Staff = \$63,565.**

35 **EAP Personnel Program Staff**

36 *Salary*

37 TBD 2 Name (Job Title)

TBD 2 will – <provide a brief summary of the work to be performed by TBD 2>.

TBD 2 will work on the grant for 52 weeks; 40 hours per week as a <hourly/salaried> <exempt/non-exempt> employee. This budget line item is based on an estimate of 64.60% of time allocated to the MEAP grant or 1343.66 hours @ \$15.00 per hour.

The approximate costs for this line item number is \$20,155.

38 TBD 3 Name (Job Title)

TBD 3 will – <provide a brief summary of the work to be performed by TBD 2>.

TBD 3 will work on the grant for 52 weeks; 40 hours per week as a salaried <exempt/non-exempt> employee. This budget line item is based on an estimate of 92.89% of time allocated to the MEAP grant or 1932.15 hours @ \$20.00 per hour.

The approximate costs for this line item number is \$38,643.

39 **Total Salary = \$58,798.**

40 *Fringe Benefits*

41 TBD 2 Name (Job Title)

Fringe benefits for **TBD 2** are equal to 35% of his/her grant-related salary. These fringe benefits include <list fringe benefits received by TBD 2>. The cash basis of accounting is used to calculate Fringe Benefit expenses applicable to the grant. Our organization will use the accrual basis of accounting method for all transactions in the general ledger.

The approximate cost for this line item number is \$7,054.

Note: Allowable fringe benefits include the following: Health, Dental, and Optical Insurance, employer-paid Social Security and Medicare Tax, Michigan and Federal unemployment tax, and other miscellaneous fringe benefits (i.e., life insurance, long-and short-term disability insurance, workers' compensation, and retirement program contributions up to 4%). Only include benefits the employee is actually receiving or is expected to receive. If each employee receives the same fringe benefit package, list the items under the first employee and refer to the line item where they are listed for each additional employee.

42 TBD 3 Name (Job Title)

Fringe benefits for TBD 3 are equal to 35% of his/her grant-related salary. These fringe benefits include and utilize the same methods of accounting as those itemized in line 41.

The approximate cost for this line item number is \$13,525.

- 43 **Total Fringe Benefits = \$20,579**
- 44 **Total EAP Program Staff = \$79,377**
- 45 – 47 **No EAP Supplies, Materials, and Equipment will be charged to the grant.**
- 48 **EAP Contractual Services**
- 49 Name of Vendor 1
- <Organization Name> will require the services of Vendor 1 <provide detailed description of services to be performed>.
- The approximate cost for this line item number is \$56,782.
- Note: Any services listed under the Contractual Services category must be competitively bid. Individuals are not on the selected applicant's payroll (e.g., Independent contractors -- individuals receiving a Form 1099, temporary workers). Grant Administrator must approve all sole source selections if competitive selection is not feasible or practical.*
- 50 Name of Vendor 2
- <Organization Name> will require the services of Vendor 2 <provide detailed description of services to be performed>.
- The approximate cost for this line item number is \$42,063.
- 51 Name of Independent Contractor 1
- <Organization Name> will require the services of Independent Contractor 1 <provide detailed description of services to be performed>.
- The approximate cost for this line item number is \$15,682.
- 52 Name of Independent Contractor 2
- <Organization Name> will require the services of Independent Contractor 2 <provide detailed description of services to be performed>.
- The approximate cost for this line item number is \$15,838.
- 53 TBD 4 Name (Job Title)
- <Organization Name> will require the services of TBD 4 <provide detailed description of services to be performed>.
- The approximate cost for this line item number is \$35,289.
- 54 TBD 5 Name (Job Title)
- <Organization Name> will require the services of TBD 5 <provide detailed description of services to be performed>.

The approximate cost for this line item number is \$36,928.

55 **Total EAP Contractual Services = \$199,582**

56 **EAP Travel**

57 Mileage

Mileage expenses for the EAP Travel (Grant EAP Staff) includes In-State travel at State approved rates. Staff listed in the budget under the Grant Administration Staff will travel to <provide detailed description of travel> 100% of the Administrative Personnel (Grant Administration Staff) mileage costs are allocated to MEAP. The official workstation of the Grant Administration Staff is <Organization's address>.

The approximate cost for this line item number is \$100.

58 Meals

Meals expense includes costs that are associated with the EAP Travel (EAP Staff) for In-State travel at State approved rates. 100% of the meal costs are allocated to MEAP. The official workstation of the Grant Administration Staff is <Organization's address>.

The approximate cost for this line item number is \$50.

59 Lodging

No Lodging expenses will be charged to the grant.

60 **Total EAP Travel = \$150.00**

61 **EAP Other**

A per case (household) reimbursement was budgeted for field units providing assistance through crisis intervention and crisis prevention funds. An estimated 2,500 reimbursements will be made at a rate of \$20 each for a total of \$50,000.

63 **Total EAP Other: \$50,000**

64 **Direct Assistance**

Payments to Energy Providers will be provided to 2,000 households @ 850.00 per households for crisis intervention. Funds are projected to assist 3,300 households @ \$500 for crisis prevention, which includes payments toward gap and arrearage payments for customers enrolled in home energy supplier affordable payment plans. MEAP payments are directly made to the utility provider to be applied to each eligible household's bill.

The approximate cost for this line item number is \$3,350,000.

67 **Total Direct Assistance = \$3,350,000**

68 **Total Energy Assistance Program Expenses (EAP) = \$3,742,674 (Lines 34, 44, 55, 60, 63, 67)**

69 **Total Direct Costs = \$3,827,006** (*Lines 23, 68*)

70 **Indirect Cost (Rate: .019083) = \$73,031**

Indirect Costs represent less than 2% of the total grant award.

<Insert Organization's Name> indirect costs are \$73,031. Per organizational policy, **describe indirect method for determining indirect costs.** <Insert Organization's Name> Indirect Costs include as **examples:** office supplies and equipment, utilities, rent, maintenance and repair, insurance, accounting and bookkeeping services, and legal services. Indirect costs will be reimbursed using a 1.9083% rate applied to the MPSC share of Total Direct Costs.

71 **Total Project Costs = \$3,900,037** (*Lines 69, 70*)

Attachment E: Sample Budget

MEAP BUDGET

Submission Date

Selected Applicant's Grant Number

Line Item	Budget Category	TOTAL
1	Administrative Expenses	
2	Administrative Personnel (Grant Administration Staff)	
3	<i>Salary</i>	
4	Employee 1 (Job Title)	\$ 25,552
5	TBD 1 (Job Title)	\$ 35,879
6	Total Salary	\$ 61,431
7	<i>Fringe Benefits</i>	
8	Employee 1 (Job Title)	\$ 8,943
9	TBD 1 (Job Title)	\$ 12,558
10	Total Fringe Benefits	\$ 21,501
11	Total Administrative Personnel	\$ 82,932
12	Administrative Supplies, Materials, and Equipment	
13	General Office Supplies	\$ 1,000
14	Total Administrative Supplies, Materials, & Equipment	\$ 1,000
15	Administrative Contractual Services	
16	Does not apply	\$ -
17	Total Administrative Contractual Services	\$ -
18	Administrative Travel (Grant Administration Staff)	
19	Mileage	\$ 200
20	Meals	\$ 200
21	Lodging	\$ -
22	Total Administrative Travel	\$ 400
23	Total Administrative Expenses	\$ 84,332
24	Energy Assistance Program Expenses (EAP)	
25	EAP Personnel Assurance 16 Staff	
26	<i>Salary</i>	
27	Employee 2 (Job Title)	\$ 22,563
28	Employee 3 (Job Title)	\$ 24,522
29	Total Salary	\$ 47,085
30	<i>Fringe Benefits</i>	
31	Employee 2 (Job Title)	\$ 7,897
32	Employee 3 (Job Title)	\$ 8,583
33	Total Fringe Benefits	\$ 16,480
34	Total EAP Personnel Assurance 16 Staff	\$ 63,565
35	EAP Personnel Program Staff	
36	<i>Salary</i>	
37	TBD 2 (Job Title)	\$ 20,155
38	TBD 3 (Job Title)	\$ 38,643

39		Total Salary	\$ 58,798
40	<i>Fringe Benefits</i>		
41	TBD 2 (Job Title)		\$ 7,054
42	TBD 3 (Job Title)		\$ 13,525
43		Total Fringe Benefits	\$ 20,579
44		Total EAP Personnel Program Staff	\$ 79,377
45	EAP Supplies, Materials, & Equipment		
46	Does not apply		\$ -
47		Total EAP Supplies, Materials, & Equipment	\$ -
48	EAP Contractual Services		
49	Vendor 1		\$ 56,782
50	Vendor 2		\$ 42,063
51	Independent Contractor 1		\$ 15,682
52	Independent Contractor 2		\$ 15,838
53	TBD 4 (Job Title)		\$ 32,289
54	TBD 5 (Job Title)		\$ 36,928
55		Total EAP Contractual Services	\$ 199,582
56	EAP Travel (EAP Staff)		
57	Mileage		\$ 100
58	Meals		\$ 50
59	Lodging		\$ -
60		Total EAP Travel	\$ 150
61	EAP Other		
62	Per case reimbursement (10,000 @ \$20 each)		\$ 50,000
63		Total EAP Other	\$ 50,000
64	Direct Assistance		
65	Payments to Energy Providers (Crisis Intervention)		\$ 1,700,000
66	Payments to Energy Providers (Crisis Prevention)		\$ 1,650,000
67		Total Direct Assistance	\$ 3,350,000
68		Total Energy Assistance Program Expenses	\$ 3,742,674
69		Total Direct Cost	\$ 3,827,006
70	<i>Indirect Cost (0.019083)</i>		\$ 73,031
71		TOTAL PROJECT COST	\$ 3,900,037

Attachment F: Federal Provisions Addendum

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Federally Assisted Construction Contracts

If this contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act (Prevailing Wage)

- a. If applicable, the Contractor (and its Subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;
- c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;
- d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

3. Copeland “Anti-Kickback” Act

If applicable, the Contractor must comply with the [Copeland “Anti-Kickback” Act \(40 USC 3145\)](#), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Byrd Anti-Lobbying Amendment

If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under [31 USC 1352](#).

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during

the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.