STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget
Central Procurement Services
320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **MA240000001165**

CONTRACTOR	
	Michigan Energy Options
	320 W. Ottawa Street
	Lansing MI 18933
	John Kinch
	517-993-7718
	Jkinch@michiganenergyoptions.org
	CV0025999

STATE			
	Program Manager	Michelle Crook	DNR
		517-242-3773	
		CrookM@michigan.gov	
	Contract Administrator	Colleen West	
		517-730-8430	
		westc6@michigan.gov	

CONTRACT SUMMARY			
Renewable Energy Consultation Services			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
December 1, 2024	December 31, 2027	3 - 1 Year	December 31, 2027
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45 Days		As Indicated in the Delivery Order (DO).	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$275,000.00	$0.00	$275,000.00		

DESCRIPTION
Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice. Effective September 10, 2026, the following amendment is hereby incorporated, per Contractor request: 1) Removal of MiDEAL associations in the Schedule A - Statement of Work. 2) Editing item 7 & reserving item 8 from the Standard Terms and Conditions such that MiDEAL association is removed. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

SCHEDULE A – STATEMENT OF WORK
CONTRACT ACTIVITIES

Master Agreement No. 240000001165
Renewable Energy Consultation Services

SCOPE
This contract is for consulting services for the DNR and will be made available to any State Agencies ~~or MiDeal members~~ wishing to draft renewable energy solicitations, such as power purchase agreements (PPA) or executing lease agreements with developers, or turnkey installations. This STANDARD CONTRACT ("Contract") is agreed to between the State of Michigan (the "State") and Michigan Energy Options ("Contractor"), a 501c3 Organization. This Contract is effective on December 1, 2024 ("Effective Date"), and unless terminated, will expire on December 31, 2027 (the "Term").

STANDARD CONTRACT TERMS

Master Agreement No. 240000001165
Renewable Energy Consultation Services

This STANDARD CONTRACT ("Contract") is agreed to between the State of Michigan (the "State") and Michigan Energy Options ("Contractor"), a 501c3 Organization. This Contract is effective on December 1, 2024 ("Effective Date"), and unless terminated, will expire on December 31, 2027 (the "Term").
This Contract may be renewed for up to three additional one-year periods. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.
The parties agree as follows:

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions) ~~MiDEAL members, and other states (including governmental subdivisions and authorized entities)~~. Administrative fee payments must be made online by check or credit card at: https://www.thepayplace.com/mi/dtmb/adminfee Version 2024-1 Page 2 of 27 Michigan.gov/MiProcurement Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov. The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.
8. **Reserved**

STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **240000001165**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	
	Michigan Energy Options
	320 W. Ottawa Street
	Lansing Michigan 18933
	John Kinch
	517-993-7718
	Jkinch@michiganenergyoptions.org
	CV0025999

STATE			
	Program Manager	Michelle Crook	DNR
		517-242-3773	
		CrookM@michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		517-249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Renewable Energy Consultation Services			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
12/1/2024	12/31/2027	3 - 1 Year	12/31/2027
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45 Days		As Indicated in the Delivery Order (DO).	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Payment Request (PRC) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. The contract is awarded based on the State's inquiry bearing the solicitation number 2400000002249. Orders for delivery will be issued directly by the Departments through a Delivery Order (DO).			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			**$275,000.00**

FOR THE CONTRACTOR:

Michigan Energy Options

Company Name

Authorized Agent Signature

John Kinch

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Valerie Hiltz, Category Specialist

Name and Title

State of Michigan, DTMB Central Procurement Services

Agency

Date

STANDARD CONTRACT TERMS

Master Agreement No. 240000001165
Renewable Energy Consultation Services

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Michigan Energy Options ("**Contractor**"), a 501c3 Organization. This Contract is effective on December 1, 2024 ("**Effective Date**"), and unless terminated, will expire on December 31, 2027 (the "**Term**").

This Contract may be renewed for up to three additional one-year periods. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables (the "**Contract Activities**") described in a Statement of Work, the initial Statement of Work is attached as Schedule A – Statement of Work. An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

   Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities unless otherwise specified in a Statement of Work.

   Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

   Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail

without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
See Contract Administrator information shown below.	John Kinch 320 W. Ottawa Street Lansing MI 48933 jkinch@michiganenergyoptions.org 517.993.7718

3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized for each party, is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (for the State a "**Contract Administrator**", for the Contractor a Contractor Representative):

State:	Contractor:
Valerie Hiltz 320 S. Walnut Street, 2nd Floor NE Lansing, MI 48933 hiltzv@michigan.gov 517-249-0459	John Kinch PO Box 5156 East Lansing, MI 48826 jkinch@michiganenergyoptions.org 517.993.7718

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "**Program Manager**"):

State:	Contractor:
DNR	Michal Larson PO Box 5156 East Lansing, MI 48826 mlarson@michiganenergyoptions.org 517.337.0422 x101
Michelle Crook 525 W. Allegan Lansing, MI 48933 crookm@michigan.gov 517-242-3773	
MDOC	
TBD	

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** See **Schedule C.**

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: https://www.thepayplace.com/mi/dtmb/adminfee

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

   Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

   If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

   Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

10. **Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

11. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor 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, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions

contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

12. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.

13. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in a Statement of Work, Contractor 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. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

14. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

15. **Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

    In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

16. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.

17. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"),

unless otherwise provided in a Statement of Work. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 24, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

18. **Reserved.**

19. **Reserved.**

20. **Reserved.**

21. **Invoices and Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities provided as specified in a Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

    The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/SIGMAVSS to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

22. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

23. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

24. **Termination for Cause.** (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any facility, data, or personnel; (ii) becomes insolvent,

petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations under this Contract; or (v) fails to cure a breach within the time stated by the State in a notice of breach, if in its sole discretion the State has chosen to provide a time to cure. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contactor for Contract Activities accepted by the State under this Contract or (ii) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, 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 Section 25, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract 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 Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

25. **Termination for Convenience**. The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

26. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 180 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may

include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

27. **Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take 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 the Contractor by any entity, agent, vendor, or employee of the State.

28. **Indemnification.** Contractor 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 Contractor (or any of Contractor's employees, agents, subcontractors, 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 Contract; (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 Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

    The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor 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, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior 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.

    Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

29. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

30. **Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

31. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, 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 Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

32. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.

33. **Reserved.**

34. **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.

a. **Meaning of Confidential Information**. For the purposes of this Contract, 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; or, (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 or is: (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 this Contract, 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 this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. 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 this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor 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 this Contract 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 this Contract or any Statement of Work corresponding to the breach or threatened breach.

e. **Surrender of Confidential Information upon Termination**. Upon termination of this Contract 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 Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

35. **Reserved.**

36. **Reserved.**

37. **Reserved.**

38. **Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

    Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

    This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. **Representations and Warranties.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or

licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes;(h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.

40. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (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 Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

41. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

42. **Reserved.**

43. **Reserved.**

44. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., and Executive Directive 2019-09. Contractor and its subcontractors 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 (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

45. **Unfair Labor Practice.** Under MCL 423.324, the State may void this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of

the Contractor, subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.

46. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.

47. **Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

48. **Force Majeure.** Neither party will be in breach of this Contract 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. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

49. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract 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 Contract.

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

51. **Schedules**. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
Schedule A	Statement of Work
Schedule B	Pricing Information
Schedule C	Insurance Requirements

52. **Entire Agreement and Order of Precedence.** This Contract, which includes Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Statement of Work; (b) second, Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

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

54. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

55. **Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

56. **Contract Modification**. This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

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SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Master Agreement No. 240000001165
Renewable Energy Consultation Services

BACKGROUND

As part of the State of Michigan Clean Energy & Jobs act, the State and its Agencies are required to seek out clean and alternative energy solutions and sources for powering state owned facilities, properties, electric vehicle charging, or grids being established on state owned land.

In order to accomplish this, State Agencies will need to consult with entities that have subject matter expertise.

SCOPE

This contract is for consulting services for the DNR and will be made available to any State Agencies or MiDeal members wishing to draft renewable energy solicitations, such as power purchase agreements (PPA) or executing lease agreements with developers, or turnkey installations.

The services to be provided will include, but are not limited to, interaction with and knowledge of the renewable energy market, economic analysis and technical evaluation of bids, due diligence assistance on drafting proposed renewable energy projects, assist SOM Agencies in the preparation of solicitation materials, provide technical assistance as requested by the Evaluation Panel and assist SOM in the negotiations.

This Contractor is not able to bid on any projects for which they have provided consultations services in preparation of subsequent Requests for Proposals (RFPs).

1. Requirements

1.1. General Requirements

The Contractor may be contacted by any number so State Agencies requiring Energy Consultation Services and may be required to perform the following services:

A. Research. Create and manage the strategy and process for research and perform the research necessary and relevant to identifying potential projects, addressing proposed projects being considered, the economics of the projects or, and/or alignment with State goals. Research tasks may include but are not limited to:

1) Evaluation of identified land appropriate for large scale solar production (such as former quarries, or land parcels with resources of little value, etc.) on State land on a regional basis to serve as power production centers. This may include but is not limited to Identify land boundaries, obstacles, easements, and ownership using GIS and other parcel data systems. This may require the Contractor to conduct site visits to gather

detailed data on location, existing infrastructure, and environmental conditions.

2) Research utilization of funding streams or costs savings to strategically reinvest in facility and utility improvements to increase energy efficiencies so that holistically the State has a more sustainable model.
3) Assess the viability of future proposed project sites including the identification of all legal and regulatory requirements associated with the work required to successfully complete all projects.
4) Research and understand the policies and procedures required of solar project from the perspective of the generation utility, transmission utility and regional transmission organization.
5) Alignment of State efforts based upon Michigan's hybrid regulated energy market and maximize existing no to low-cost programs and services currently available through utility providers.
6) Reduction or elimination of the State's entire power costs through applicable programs, partnerships, leases, agreements, and funding / financing mechanisms.
7) Achieving a "net zero" approach for small scale solar systems at State facilities by producing enough on-site renewable energy to cover the costs for on-site utilities.
8) Engage with stakeholders, local communities, nonprofit trade organizations, and key stakeholders to understand project goals, constraints, and expectations, as necessary.
9) Collaborate with local utilities to understand interconnection requirements.

B. Feasibility Analysis, Documentation and Recommendation. The Contractor will analyze the data and research collected and will provide to the State Agency Program Manager documentation of their research and their recommendations relative to the proposed project in the agreed upon timeline. Documentation will include but is not limited to:

1) Evaluation and summary of the current State of Michigan's, federal and utility energy regulations, laws, programs
2) Evaluation and summary of the current state of Agency's energy use for proposed project
3) Evaluate and document all necessary permits, zoning laws, and regulatory requirements.
4) Provide economic and financial analysis including but not limited to:
    a. Cost Estimation: Provide comprehensive cost estimates covering all aspects of the project.
    b. Financial Modeling: Perform financial modeling to project returns, payback periods, and potential savings

5) Propose energy solutions.
6) Offer construction considerations including but not limited to:
    a. System Design: Develop detailed designs for the solar PV system and battery storage, including electrical schematics and layout plans.
    b. Structural and Electrical Plan Review: Ensure designs meet structural and electrical requirements, including wind, snow load, seismic considerations, and code compliance.

C. Request for Proposals (RFP's) Subject Matter Expert. Assist/advise the State Agencies in the development and writing of RFPs, including technical content, scoring and recommendations as requested. This may include but is not limited to:
    1) Providing Proposal Details: Compile research, designs, and analyses into a comprehensive proposal document, including a clear project timeline and budget.
    2) Evaluation Criteria: Develop or supplement an organization's methods for scoring proposal competitors. Assist in the evaluation process and provide recommendations to an organization's decision makers.

D. Solicitation Response Evaluation. Assist/advise the Evaluation Panel in its evaluation of the solicitation responses, including but not limited to:
    1) Assess technical information and provide financial analysis of the bidders' pricing responses.
    2) Provide risk assessment and tradeoff analysis of bidders and options

E. Contract Negotiation. Support SOM in contract negotiation with selected developer(s)/ Contractors.

F. Ongoing Project Consultation. As requested by the State, provide expert oversight of the final design and construction process to further mitigate risk that an organization's investments meet industry standards and performance expectations.

G. Possible Future Programs. The State may be interested in future programs relative to emission reduction efforts, carbon credits, carbon sequestration, etc.

1.2. Post- Contract Transitions

A. At the end of any ensuing contract, the Contractor must provide to the State Agency Program Manager's all project related documents and return any items in their possession within 30 days of the contract expiration.

B. Invoices must be sent within 45 days after expiration of contract. Any invoices received after 45 days will result in a non-payment of invoice.

1.3. Funding Requirements

In the event that an Agency's consultation services for an anticipated energy project is funded in whole or in part using federal funds, the Contractor will be expected to be signatory to the State's Federal Provisions addendum. (See Federal Provisions Addendum).

2. Service Requirements

2.1. Process and Timelines for Securing Consultation Services

A. State Agencies will identify projects they are proposing to undertake and will contact the Contractor Representative to provide a scope and request a quotation for energy consultation services from the Contractor.

B. Within one business day the Contractor will respond to the State Program Manager acknowledging receipt of the quotation request, follow up with the State's Program Manager to ask questions if necessary to fully understand the project, and will provide to the State's Program Manager a timeline as to when they will provide their quotation.

C. Utilizing pricing established in this contract and recorded in Schedule B- Pricing Worksheet, the Contractor will provide to the Program Manager a firm project quotation in the agreed upon time frame.

D. The Agency will draft and provide to the Contractor a Delivery Order or a written notification to proceed if a blanket DO is in effect that is in alignment with the agreed upon scope of work, project timeframes (if necessary), pricing and milestone payment schedule if required.

3. Acceptance

3.1. Acceptance, Inspection, and Testing

The State's acceptance of the Contractors work will be based on the Contractor completing agreed upon milestones, if any, as determined by the Program Manager for the specific project.

3.2. Final Acceptance

The project will be considered final and accepted when all milestones are completed and have been acknowledged as completed, in writing, by the Program Manager.

4. Staffing

4.1. Contractor Representative

The Contractor must appoint one individual specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities, answer questions related to quotations and delivery of consultation services, etc. (the "Contractor Representative").

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

B. The Contractor Representative is considered a Key Personnel.

4.2. Key Personnel

The Contractor must indicate if individuals other than the Contractor Representative will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements.

A. Key Personnel must respond to State inquiries within 12 business hours.

B. Contractor's Key Personnel must be on-site as needed.

C. The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel.

D. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State.

E. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

F. The State may require a 30-calendar day training period for replacement personnel.

G. Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State.

1) The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal").

2) An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment.

3) Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under the **Termination for Cause** section of the Standard Contract Terms.

4) It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to

the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

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

b. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30-calendar days, in addition to the $5,000.00 credit specified above, Contractor will credit the State $250.00 per calendar day for each day of the 30-calendar day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to $10,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30-calendar days of shadowing will not exceed $10,000.00 per individual.

5) Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above:

a. is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and

b. may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

4.3. Identification of Contractor's Key Personnel

A. The Contractor has identified the Key Personnel that will be assigned to this contract as identified below. Additional information relative to these individuals and their roles is located in Standard Contract Terms,

1) Contractor Representative
See **Standard Contract Terms, Section 3. Contract Administrator**.
John A. Kinch PhD
jkinch@michiganenergyoptions.org
517-993-7718

2) Program Manager
See **Standard Contract Terms, Section 4. Program Manager**.
Michal Larson
mlarson@michiganenergyoptions.org
517-337-0422 x 101

4.4. Work Hours

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

4.5. Disclosure of Subcontractors

A. The Contractor intends to use the following subcontractor in the performance of this contract. The Contractor's single point of contact with the subcontractor is identified as:

SunStore Energy
125 Ottawa Ave., NE, Suite 369
Grand Rapids, MI 49503
616-219-0456

Contacts:
Joe Kopp, PE
Nick Henry

B. The services that the Contractor intends to receive from this subcontractor includes, but is not limited to:

1) Desktop (remote) analysis of solar and energy storage potential at desired locations (behind-the-meter projects, BTM, and front-of-the-meter projects, FTM). Evaluation of land use, title, easements, engineering and architectural drawings, utility meter data, stakeholder usage inquiries, future land use planning, among other due diligence activities.
2) On site analysis of solar and energy storage potential at desired locations (behind-the-meter and front-of-meter).
3) Solar power and energy storage performance modeling, project economic modeling, integration of utility regulatory constraints, construction cost estimates, long term savings and payback modeling, project optimization based on customer-driven goals.
4) Report writing and presentations to customer stakeholders.

4.6. General Security

A. The Contractor's staff may be required to access to or enter State facilities or properties. The State may require the Contractor's personnel to wear State issued identification badges.

B. The Contractor will work closely with State Agencies to ensure that all access protocols are adhered to and that any security concerns are appropriately addressed.

C. The Contractor will perform background checks using State of Michigan's ICHAT (Internet Criminal History Access Tool) for our corporate background checks.

5. Project Management

5.1. Project Plan

The SOM has multiple locations throughout the State that may be identified as potential project locations. The Contractor will provide feasibility assessments and recommendations that will determine the project path for each location. The Contractor may be any, or all of the requirements listed in **Schedule A, Section 1.1. General Requirements**.

The Contractor will carry out the energy consultation services projects under the direction and control of the Agency's Program Manager or designee.

A. The Project Plan must include and identify the project management process, project breakdown identifying sub-projects, tasks, the resources required and timelines for each. The plan must include expected frequency and mechanisms for updates/progress reviews. Additionally, the plan must include the process for addressing issues/changes and the individuals who will be responsible for specific Contractor tasks to the requested information.

5.2. Meetings

The Contractor must attend the following meetings:

A. Master Agreement Contract Kick off meeting within 30 days of contract execution.

B. Agency's Project Kick-off if requested.

C. Project progress and other required project meetings as identified and required by the Agency Program Manager.

D. Other meetings as deemed appropriate.

6. Pricing

6.1. Price Term

Pricing is firm for the entire length of the Contract. Pricing is identified in the Schedule B- Pricing Worksheet.

7. Ordering

7.1. Ordering Process

See **Schedule A, Section 2.1. Process and Timelines for Securing Consultation Services**

7.2. Authorizing Document

The appropriate authorizing document for the Contract will be a Delivery Order (DO) or written authorization to proceed if a blanket DO was previously provided.

8. Invoice and Payment

8.1. Invoice Requirements

A. All invoices submitted to the State must include:

1) Date

2) Delivery Order number

3) Description of the Contract Activities (broken down by milestone if required)
4) Quoted unit price
5) Vendor-generated invoice number if applicable
6) Total price.

B. Invoices must be submitted the month following the occurrence of the contract activities.

8.2. Payment Methods

The State will make payment for Contract Activities via EFT once invoices have been approved and within the parameters of any milestone payment schedules.

9. Service-Level Agreements (SLAs)

Service Level Agreements are required by legislation and are included in this contract.

A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.

B. Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Timely Deliveries	
Definition and Purpose	The Contractor will meet delivery timelines and milestones established for each specific Agency project. A. Deadlines/ milestones will be established and agreed upon by the SOM and the Contractor. B. The Contractor must meet all deadlines for milestone performance, meeting attendance, reporting, and document review.
Acceptable Standard	1. All deliveries must occur in accordance with the approved milestones or delivery schedule established in the Delivery Order (DO) or other agreed upon written correspondence. 2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time. The acceptable standard is 100% compliance.
Credit Due for Failing to Meet the Service Level Agreements	1. A credit of 5%, based on the delivery milestone may be assessed for any deadlines that are exceeded by five (5) business days. 2. An additional 1% may be assessed beginning with the sixth business day and for each business day thereafter of the missed deadline.

SLA Metric 1. Timely Deliveries	
	3. Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.

SCHEDULE B - PRICING

Master Agreement No. 240000001165
Renewable Energy Consultation Services

1. Pricing

Price in this Schedule include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State.

2. Hourly Rates

A. Contractor's hourly rates for this contract are identified in Schedule B- Pricing Rate Table 1 as attached.

B. Contractors will be permitted to seek reimbursement at cost for travel and other third-party costs such as postage and overnight delivery services as individual line items with prior written approval of the State's Program Manager.

C. The Contractor shall be permitted to invoice the contracting Agency at the agreed upon hourly rates on a monthly basis for the hours expended and the reimbursable costs incurred on the project during the prior month. Also see, **Schedule A, Section 8.1. Invoice Requirements**

Schedule B- Pricing Rate Table 1						
Rate per Year		2024/25	2026	2027	2028	2029
A.	**RESEARCH**					
	JOB TITLE (Rate Class)	RATE PER HOUR				
1	Executive Director	$ 180.00	$ 185.00	$ 191.00	$ 197.00	$ 203.00
2	Project Manager and Principal Consultant	$ 175.00	$ 180.00	$ 185.00	$ 191.00	$ 197.00
3	Technical Lead	$ 150.00	$ 155.00	$ 160.00	$ 165.00	$ 170.00
4	Junior Staff	$ 125.00	$ 129.00	$ 133.00	$ 137.00	$ 141.00
5	Administration Support	$ 75.00	$ 77.00	$ 79.00	$ 81.00	$ 83.00
B.	**FEASIBILITY ANALYSIS, DOCUMENTATION AND RECOMMENDATION**					
	JOB TITLE (Rate Class)	RATE PER HOUR				
1	Executive Director	$ 180.00	$ 185.00	$ 191.00	$ 197.00	$ 203.00
2	Project Manager and Principal Consultant	$ 175.00	$ 180.00	$ 185.00	$ 191.00	$ 197.00
3	Technical Lead	$ 150.00	$ 155.00	$ 160.00	$ 165.00	$ 170.00
4	Junior Staff	$ 125.00	$ 129.00	$ 133.00	$ 137.00	$ 141.00
5	Administration Support	$75.00	$ 77.00	$ 79.00	$ 81.00	$ 83.00

C.	REQUEST FOR PROPSALS (RFP's) SUBJECT MATTER EXPERT					
	JOB TITLE (Rate Class)	RATE PER HOUR				
1	Executive Director	$ 180.00	$ 185.00	$ 191.00	$ 197.00	$ 203.00
2	Project Manager and Principal	$ 175.00	$ 180.00	$ 185.00	$ 191.00	$ 197.00
3	Technical Lead	$ 150.00	$ 155.00	$ 160.00	$ 165.00	$ 170.00
4	Junior Staff	$ 125.00	$ 129.00	$ 133.00	$ 137.00	$ 141.00
5	Administration Support	$ 75.00	$ 77.00	$ 79.00	$ 81.00	$ 83.00
D.	SOLICITATION RESPONSE EVALUATION					
	JOB TITLE (Rate Class)	RATE PER HOUR				
1	Executive Director	$ 180.00	$ 185.00	$ 191.00	$ 197.00	$ 203.00
2	Project Manager and Principal	$ 175.00	$ 180.00	$ 185.00	$ 191.00	$ 197.00
3	Technical Lead	$ 150.00	$ 155.00	$ 160.00	$ 165.00	$ 170.00
4	Junior Staff	$ 125.00	$ 129.00	$ 133.00	$ 137.00	$ 141.00
E.	CONTRACT NEGOTIATIONS					
	JOB TITLE (Rate Class)	RATE PER HOUR				
1	Executive Director	$ 180.00	$ 185.00	$ 191.00	$ 197.00	$ 203.00
2	Project Manager and Principal	$ 175.00	$ 180.00	$ 185.00	$ 191.00	$ 197.00
3	Technical Lead	$ 150.00	$ 155.00	$ 160.00	$ 165.00	$ 170.00
4	Junior Staff	$ 125.00	$ 129.00	$ 133.00	$ 137.00	$ 141.00
5	Administration Support	$ 75.00	$ 77.00	$ 79.00	$ 81.00	$ 83.00
F.	ONGOING PROJECT CONSULTATION					
	JOB TITLE (Rate Class)	RATE PER HOUR				
1	Executive Director	$ 180.00	$ 185.00	$ 191.00	$ 197.00	$ 203.00
2	Project Manager and Principal	$ 175.00	$ 180.00	$ 185.00	$ 191.00	$ 197.00
3	Technical Lead	$ 150.00	$ 155.00	$ 160.00	$ 165.00	$ 170.00
4	Junior Staff	$ 125.00	$ 129.00	$ 133.00	$ 137.00	$ 141.00
5	Administration Support	$ 75.00	$ 77.00	$ 79.00	$ 81.00	$ 83.00
G.	POSSIBLE FUTURE PROGRAMS					
	JOB TITLE (Rate Class)	RATE PER HOUR				
1	(As applicable) Licensed Engineer	$ 225.00	$ 232.00	$ 239.00	$ 246.00	$ 253.00
2	(As applicable) Outside Legal Counsel	$ 400.00	$ 412.00	$ 424.00	$ 437.00	$ 450.00

Michigan Energy Options

SCHEDULE C - INSURANCE REQUIREMENTS

Request For Proposal No. 240000002249
Renewable Energy Consultation Services

1. **General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
2. **Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
3. **Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
4. **Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
   a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
   b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
5. **Proof of Insurance.**
   a. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.
   b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
   c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
   d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).

e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification or authorization, and audited financial statements.

f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.

6. **Subcontractors.** Contractor is responsible for ensuring its subcontractors, if any, carry and maintain insurance coverage as applicable to the subcontracted service(s).

7. **Limits of Coverage & Specific Endorsements.**

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: **$1,000,000 Each Occurrence** **$1,000,000 Personal & Advertising Injury** **$2,000,000 Products/Completed Operations** **$2,000,000 General Aggregate**	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	
Workers' Compensation Insurance	
Minimum Limits: **Coverage according to applicable laws governing work activities.**	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: **$500,000 Each Accident** **$500,000 Each Employee by Disease** **$500,000 Aggregate Disease**	
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits: **$1,000,000 Each Occurrence** **$1,000,000 Annual Aggregate**	

8. **Notice of Non-Compliance.** Contractor consents to receiving electronic communications from a third-party service provider, Origami Risk, for the exclusive purpose of notifying Contractor of non-compliance with the requirements set forth in this Schedule C.

9. **Non-Waiver.** This Schedule C is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

Michigan Energy Options agrees to the stated insurance requirements.