



REQUEST FOR PROPOSAL FOR CLEAN ENERGY PROGRAM IMPLEMENTATION SERVICES

October 20, 2021



Request for Proposal for Clean Energy Program Implementation Services

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IMPLEMENTATION OF 2022 CLEAN ENERGY PROGRAM

1. INTRODUCTION

1.1. General

Michigan Public Power Agency (“MPPA”) is soliciting proposals for indicative pricing from Bidders for the implementation of the following nine (9) Clean Energy Programs (“CEP”) that will serve residential and business customers in the utility’s electric service territory in accordance with the MPPA’s General Requirements:

1. Residential Lighting
2. Residential High Efficiency Products and HVAC
3. Residential Appliance Turn In and Recycling
4. Residential Low Income
5. Residential Education / Pilot
6. Commercial and Industrial Prescriptive & Custom Incentives
7. Commercial and Industrial Education / Pilot
8. Streetlight Upgrades
9. Electric Vehicle Fleets / Charging Stations

1.2 Request for Proposal (“RFP”) Documents

Bidders are required to review the Scope of Services and the following information prior to preparing and submitting their proposal for the implementation of CEPs for MPPA’s Clean Energy Service Committee (“CESC”) for the 2022 program year.

- Appendix A: General Requirements for CEP Implementation Services
- Appendix B: Proposal Form*
- Appendix C: List of MPPA CESC Members and Locations

*The Proposal Form must be completed, signed and submitted with the proposal.

1.3 Timeline

The winning Bidder will be responsible for implementing MPPA’s CEPs during the specified timeline of January 1, 2022 through December 31, 2022.

The table below shows the anticipated schedule:

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1.3.1 Table 1: Timetable

Task	Tentative Completion Date
RFP Issued	October 5, 2021
Bids due (COB)	November 1, 2021
CEP Implementation Contractor Selected	November 10, 2021
CEP Implementation Project Starts	January 1, 2022
CEP Implementation Project Ends	December 31, 2022

1.4 Background

1.4.1 Michigan Public Power Agency

The MPPA is a non-profit, customer owned, joint action power supply agency established in 1978 under Michigan Public Act 448. MPPA provides economic benefits to its 22 municipal members and is involved in joint ownership of electrical generating plants and transmission facilities, as well as the pooling of utility resources. The nineteen Member Cities of the MPPA CESC that will receive services under a CEP implementation agreement include: Bay City, Charlevoix, Chelsea, Clinton, Dowagiac, Eaton Rapids, Grand Haven, Harbor Springs, Hart, Lowell, Paw Paw, Petoskey, Portland, Sebewaing, St. Louis, Sturgis, Wakefield, Wyandotte and Zeeland. These nineteen Members are also part of the Michigan Municipal Electric Association (“MMEA”) which includes 21 other Michigan municipals that own and operate their own electric systems.

MPPA exists to create opportunities for joint-action that enable Michigan’s local public power utilities to remain independent and, through MPPA, in control of the energy resources needed to succeed in a competitive energy services market.

Additional MPPA background and information can be viewed at <http://www.mpower.org/>.

Additional MMEA background and information can be viewed at <https://mmeanet.org/>.

Note that, for the purposes of this RFP, “MPPA Cities” is defined as the cities listed in Appendix C. Most MPPA Cities, along with a few non-MPPA cities, have joined the MPPA CESC.

MPPA desires a 1-year program that begins on January 1, 2022 and runs through December 31, 2022. A detailed description of MPPA’s CEPs can be found in Section 2 of this RFP. Additional information is available upon request.

1.4.2 Michigan Energy Measures Database

The Michigan Energy Measures Database (“MEMD”), made specifically for use in Michigan, should be used as the reference for kWh savings and calculations. The Bidder will use the MEMD values to report kWh savings for each CEP for which savings can be measured. The MEMD is available for review at [MEMD](#).

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1.5 Summary

MPPA is seeking proposals from Bidders to implement CEPs for the 2022 program year. The new set of programs will begin on January 1, 2022 and will end on December 31, 2022. MPPA will reevaluate the CEP following the contract for the implementation of future CEPs.

If there is at least one qualified and acceptable bid based solely on MPPA's review and opinion, MPPA will select a single Bidder for a one (1) year contract.

Bidders with successful track records in achieving documented energy savings with proven Clean Energy / Energy Waste Reduction / Energy Efficiency programs for utility companies and/or government agencies are strongly encouraged to apply.

Bidders must submit a proposal for all CEPs, either independently, and/or as part of a team. If a team approach is taken, it will be required that a "prime" contractor is identified, who will work with a team of sub-contractors (if necessary), for delivery of the programs.

Bidders are requested to carefully consider the performance goals they represent can be achieved with the budget that is available for each program so that realistic and achievable services are offered. Each program proposal will be evaluated on its own merit. When applicable, the cash incentives offered to the customers of the nineteen CESC Members should be comparable to those offered by other Michigan utilities.

The following is a high-level review of the MPPA's expectations for Bidder(s):

- Increase accessibility to CEPs and the associated benefits for a broad range of end-users.
- Strategic deployment of CEPs across the CESC Members utility geographic footprint that leverages regional strengths and opportunities.
- Improve customer experience and satisfaction, include evaluation metrics and any required data that would be needed to monitor success.
- Cultivate partnership between public and private entities and knowledge-sharing to expand the impact of CEPs.
- Achieve the represented energy savings goals for each program within the established budget and during the 2022 calendar year for each CESC Member. Note: Energy savings goals and budgets can be moved to another program within the same Member's CEP. Moving energy savings goals and budgets requires pre-approval from MPPA and/or the member.
- Savings must be accomplished from measures listed in the program design. See the MEMD website for more information. The mix of measures installed within each program can be different than designed.
- Annual energy savings will be determined by all measures installed during the year. Annual energy savings will be determined by multiplying the number of measures installed by the annual energy savings for that measure as provided by the MEMD.
- The Net-To-Gross for determining energy savings is assumed to be 1.0.
- CEPs should be implemented in such a manner that they appear to be implemented by each CESC Member.
- Provide implementation reports to MPPA by the eighth of the month for the preceding month.
- Provide a data tracking system for each CEP. MPPA staff must have access to the tracking system and have the ability to work with the contractor on the format for tracking the data.



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2. CLEAN ENERGY PROGRAMS

MPPA's nine (9) CEPs for which the MPPA is requesting implementation services have been listed above in Section 1.1. Additional details about these CEPs are available upon request.

MPPA and the CESC Members reserves the right to modify the budgets listed in Section 4.1.1 of this RFP based on program participation and actual participation history. The C&I budgets may be modified if commercial and industrial customers of CESC Members select to self-implement.

During the implementation of the programs, budgets between programs may shift and change based on market response and other factors; however, any change between programs will require prior approval of MPPA and/or the participating CESC Members. Budgets can be moved between residential and commercial programs if the result is more advantageous to the CESC Member's CEP. Budgets cannot be moved from one CESC Member to another.

MPPA will also consider optional suggestions for the program designs. Any proposals accepted by MPPA must meet values provided within the specified annual budgets. Proposed programs must also meet the historic cost-effective tests as was previously required under PA 342 Sec. 73 (2). The two primary tests are the Utility System Resource Cost Test (USRCT) and Cost of Conserved Energy (CCE) test.

2.1 Clean Energy Program Summary - Residential

2.1.1 Residential Lighting

This program would produce immediate energy savings to customers by providing energy efficient lighting opportunities. The selected Bidder will promote the benefits of energy efficient lighting via advertising and media events. The Bidder will work with retailers and qualified contractors to promote these products to the CESC Members and their electric customers.

2.1.2 Residential High Efficiency Products and HVAC

This program will provide incentives and encourage customers to purchase high efficiency ENERGY STAR products such as high-efficiency lighting, appliances, heating and cooling (HVAC) equipment and solar systems. The Bidder will work with retailers and qualified contractors to promote these products to CESC Members and their electric customers.

2.1.3 Residential Appliance Turn In and Recycling

The goal of this program is to produce long-term annual energy savings in the residential sector by removing operable, inefficient refrigerators, freezers, room air-conditioners, dehumidifiers and other large electric appliances from the power grid and recycling them in an environmentally safe manner.

The selected Bidder will implement several turnkey implementation services that include drop off events, verification of customer eligibility, scheduling of pick-up appointments, appliance pickup, recycling and disposal activities, and incentive processing.

2.1.4 Residential Low Income

This program will evaluate how best to utilize the budget allocated for this program to serve the low-income customer segment. Some examples of low-income programs include, but are not limited to: free delivery of light bulbs, power strips, pipe insulation (electric heat only), thermostats (electric heat only), new refrigerators, and other items. If budget permits, these items should be directly installed to ensure proper



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installation for maximum savings.

2.1.5 Residential Education & Pilot

This Residential Education program will include educational materials and events that are custom designed for each CESC Member. Events will be held at local community locations and will be tailored to educate customers on ways to save energy and/or how customers can better utilize the program to save energy. Some examples of topics for these educational events may include, but are not limited to: changing thermostat by season, checking air filter on furnace, kWh meters available to borrow, and other educational strategies. If budget allows, this program may include seminars/webinars.

This Residential Pilot program is focused on investigating upcoming and leading technologies and advanced concepts of saving energy for residential properties. Some examples of potential pilot efforts may include: new emerging technologies (i.e. trending thermostats), a different delivery approach (i.e. audit program, behavioral program, etc.), or a demonstration project within a home within the community.

2.2 Clean Energy Program Summary – Commercial & Industrial

2.2.1 Commercial & Industrial – Prescriptive & Custom Incentives

The purpose of C&I Prescriptive program is to provide a quick and simple solution for customers interested in purchasing efficient technologies that can produce verifiable savings. The program will provide rebates for energy-efficient products that are readily available in the marketplace and will affect the purchase and installation of high-efficiency technologies. Demand for products will increase by educating business customers about the energy and money saving benefits associated with efficient products and equipping market providers with information to communicate those benefits directly to their customers. To address the first-cost barrier for customers, the program will utilize financial incentives (such as cash-back mail-in rebates) averaging 50% to 70% of the incremental cost of purchasing qualifying technologies.

MPPA's C&I program will also include a new construction and renovation component that will assist customers in specifying and installing high efficiency measures and establishing effective commissioning on the long-term performance of the building. This program will assess the potential for prescriptive and custom measures that are included in new or remodeling projects.

The C&I Custom program will provide financial assistance to customers in order to support the installation of site-specific and unique energy efficiency technologies and process improvements (that do not fit the parameters of the Prescriptive Incentive Program) by business customers that would not have done so in the absence of the program. The Custom Incentive Program will allow the utility to develop and enhance the assistance they can provide to businesses with unique opportunities - including industrial process improvements, emerging technologies, and new facility design and/or renovation. The Custom Incentive Program will help customers and market providers identify more complex energy savings projects, analyze the economics of each project, and complete a customized incentive application.

2.2.2 Commercial & Industrial – Education & Pilot

This C&I Education program will include educational materials and events that are custom designed for each CESC Member. Events will be held at local community locations and will be tailored to educate customers on ways to save energy and/or how customers can better utilize the program to save energy. Some examples of topics for these educational events may include: changing thermostat by season,

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checking air filter on furnace, kWh meters available to borrow, and other educational strategies. If budget allows, this program may include seminars/webinars.

This C&I Pilot program is focused on investigating upcoming and leading technologies and advanced concepts of saving energy for residential properties. Some examples of potential pilot efforts may include: new emerging technologies (i.e. trending thermostats), a different delivery approach (i.e. audit program, behavioral program, etc.), or a demonstration project within a commercial customer within the community.

2.3 Clean Energy Program Summary – Clean Energy

2.3.1 Clean Energy – Streetlight Upgrades

The purpose of the Clean Energy Streetlight Upgrade program will include replacement / upgrades to CESC Member streetlights with an emphasis on improvements to efficiency, infrastructure, reliability, safety, and reduced maintenance requirements on existing streetlights.

2.3.2 Clean Energy – Electric Vehicle (EV) Fleets & Charging Stations

The purpose of the Clean Energy Electric Vehicle Fleets & Charging Stations program is to provide the CESC Members' customers the opportunity to access rebates for EVs and/or charging stations. This program should also focus on exploring and potentially installing community charging stations. Finally, it should be explored whether or not it makes sense to start transitioning CESC Members' vehicle fleet from gas/diesel to EVs.

2.4 Staffing Requirements

Bidders should specify in their response the anticipated positions and functions which will be based in the MPPA City's service territory. Additionally, Prime Contractors are encouraged to consider sub-contracts with local firms and agencies. Include a detailed staffing chart by position, responsibility, expected FTE hours, and proposed office location for staff with your proposal response. Also identify sub-contractors by their location, staffing, roles and responsibilities.

2.5 MPPA Roles & Responsibilities

MPPA staff will work closely with the winning Bidder to provide support for the utility's CEPs. In summary, the anticipated roles and responsibilities for MPPA staff are the following:

2.5.1 Program Approach

- Provide high-level guidance and direction to the winning Bidder, including review and revision of winning Bidder's proposed implementation plans and milestones, and engage with the winning Bidder's organization on a regular basis when working through strategy and policy issues.
- Review of winning Bidder's maintained measure saving estimates and program tracking database for accuracy.
- Evaluation of program effectiveness and recommend modifications to programs and approach on an as needed basis.

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2.5.2 Program Delivery

- Provide oversight and management, financial planning, budgeting and program delivery.

2.5.3 Marketing

- MPPA and/or the CESC Members will review and approve the winning Bidder's contributions to marketing and advertising plans and design of printed materials.
- MPPA and/or the CESC Members will help facilitate introductions for the winning Bidder's discussions with key accounts to help advance program participation.

2.5.4 Incentive Processing

- Review incentive process reporting for accuracy.

2.5.5 Data Tracking

- Providing an accurate data tracking system is the responsibility of the winning Bidder.
- Review tracking database for accuracy.
- Review winning Bidder's maintained measure savings estimates.

2.5.6 General Administration & Management

- Review and approve winning Bidder's invoices and ensure program activities are within budget and on schedule.
- Manage customer satisfaction surveys to evaluate the response of customers regarding awareness and participation in the programs.

2.6 Bidders Roles & Responsibilities

The following is a high-level review of the MPPA's expectations for the winning Bidder's roles and responsibilities:

2.6.1 Program Approach

- Provide financial planning and budgeting for the program.
- Propose and develop the annual delivery plan, timelines and milestones.
- Provide a detailed implementation plan and launch strategy for each program being proposed based on the needs of customers and the CESC Members.
- At each CESC Member's option, communication with the customers of the Member, whether it be verbal or written.

2.6.2 Program Delivery

- The winning Bidder shall begin all programs in January 2022, unless otherwise mutually agreed to by MPPA and the winning Bidder.
- Provide a detailed implementation schedule for each program.
- Provide field employees that are familiar with the area that are served by the CESC Members.

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- Notify MPPA and its CESC Members immediately or as soon as possible if a representative leaves the winning Bidder or is reassigned and who the replacement representative will be, with their corresponding contact information.
- Provide contact information (i.e. telephone number and e-mail address) for the program being delivered to answer customer questions about the program and incentives if applicable.
- Provide website links to related program information (if applicable).
- Propose a field verification plan for each program.
- Provide policy/strategy and implementation planning/updates to MPPA.
- Negotiate supply with manufacturers and distribution with retailers as needed.

2.6.3 Marketing

- The winning Bidder will coordinate closely with MPPA and the CESC Members to develop a final program-marketing plan to ensure each Member's "brand" look is maintained and enhanced. MPPA and the Members will work with the Bidder to coordinate media marketing efforts and provide printed materials.
- Provide the Members with marketing material in a modifiable format prior to release of the documents. The bidder will maintain each Member's "brand" on all websites.
- The winning Bidder will serve as the overall marketing coordinator for all CEPs by coordinating press releases, media announcements and printing of most materials necessary to implement the programs. The winning Bidder shall contact each CESC Member prior to issuing press releases and media announcements to gain approval from each Member of such releases and announcements.
- Determine what market barriers may exist and propose how to overcome them.
- In close association with MPPA and/or the CESC Members, develop and implement a marketing strategy that will stimulate demand for the programs.
- Keep current on tax incentives and other incentives offered by the federal and state governments for Clean Energy and Energy Waste Reduction measure implementations. Promote any applicable measures to customers.
- Have a good understanding of other Clean Energy and Energy Waste Reduction services and building improvement program opportunities that are available to the customers of the CESC Members.
- In coordination with MPPA and/or the CESC Members, recruit, enroll, train and provide technical support seminars, workshops, and application completion support for trade allies if applicable.

2.6.4 Incentive Processing

- Issue incentive checks with CESC Members' "brand" look within a maximum of four weeks (30 calendar days) of a completed incentive application being received. A shorter time will be viewed as favorable.
- The bidder understands and agrees that the CESC Member may, at their sole discretion, decide to issue incentive checks themselves rather than the winning Bidder issuing said checks.

2.6.5 Data Tracking

- Providing an accurate data tracking system is the responsibility of the winning Bidder. The cost for the data tracking should be included as a separate item in the bid. MPPA and the CESC Members must be able to access the system.

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- Tracking system shall start January 2022 and provide all data from the start date to the end of the contract.
- Submit monthly, quarterly and annual reports that measure program success.
- Review all applications, verify as complete including the verification of participation eligibility, work with trade allies and consumers to complete the information, verify that the application qualifies under program guidelines, input into tracking system as received, file appropriate support materials, and issue incentive checks (subject to Section 2.6.4 herein) with a maximum of four weeks of a completed application being received. A prompt turn-around time for incentive processing is encouraged.

2.6.6 General Administration & Management

- The winning Bidder shall be available for in person meetings with CESC Members with reasonable notice.
- Ensure quality control and accuracy throughout the program.
- Define dispute resolution process for consumers and contractors.
- Coordinate programs with other utility and/or other Clean Energy and Energy Waste Reduction programs in Michigan when feasible (e.g. Consumers Energy, local municipal governments, State of Michigan, etc.).
- Maintain or exceed customer satisfaction standards as measured by MPPA and the CESC Members.
- Implement a system for tracking complaints and satisfactory resolutions. Data in this system must be open to MPPA and the CESC Members and available upon request.
- Submit monthly invoices to MPPA.
- Provide your staffing proposal using experienced local based employees for the programs as much as possible.
- Provide and maintain an accurate list of contact representative to the CESC Members including name, email address, and phone number.
- Winning Bidder shall maintain and supply details regarding all rebates such that MPPA CESC Members fully understand what components rebates correspond to.

3. SCOPE OF SERVICES

The following section contains a description of the major task categories that the winning Bidder will perform. Bidders are requested to prepare a response for each program they are proposing to implement.

All Bidders must bid on the defined Scope of Services as presented in this RFP. However, Bidders may, at their discretion, submit alternative bids that, in their mind, are beneficial to MPPA.

Note that some CESC Members may choose to perform implementation of certain programs themselves; Bidder's services should be flexible to accommodate such Member desires. If this occurs, MPPA and the winning Bidder will discuss the Bidder's RFP response and adjust the Bidder's response accordingly.

3.1 Task 1: Program Approach

- A. Describe your launch strategy including the transition from currently implemented program to the new CEPs, anticipated start-up actions, timelines, and budgets. Discuss overall delivery

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recommendations or enhancements, and approach to quickly launch the programs. Introduce any new or innovative ideas that you wish to propose.

- B. Describe your preferred approach to working with MPPA and the CESC Members and other sub-contractors (if on your team) to implement the programs.
- C. Describe your approach to reporting on key program metrics and operational milestones, establishing new performance metrics and milestones as needed, and overall ability to track progress and manage budgets.
- D. Address the specifics in your response for each program design.
- E. Describe what systems and teams you will propose (e.g. delivery, marketing, technical review, policy, etc.) to ensure coordination and effective decision making with MPPA and the CESC Members.

3.2 Task 2: Program Delivery

Your proposal must address each program, but is not limited to, the following areas:

3.2.1 Experience & Plan

- A. Describe which programs can be implemented quickly (i.e. January 2022), and what rollout priority you would give to remaining programs and justification why.
- B. Prepare your proposed implementation timeline from initial contract signing to program launch and ongoing delivery from January 2022 to December 2022. Indicate the most important milestones and operational goals by program.
- C. Describe your strategy and approach for working with MPPA for recruiting and training trade allies if applicable. Describe your proposed approach to facilitate the development of a trade ally network in MPPA city's service territory.
- D. Describe how you would maximize opportunities for program coordination with other Clean Energy and Energy Waste reduction programs (e.g. Consumers Energy, City of Lansing, State of Michigan, etc.) to achieve maximum benefits.
- E. Describe your strategy for securing adequate supply and distribution of high efficiency equipment as high efficiency standards change over time.
- F. Discuss your experience of supporting and tracking incoming calls from customers. What is your dispute resolution process?
- G. Describe your plan to boost program support from trade allies if applicable.

3.2.2 Quality Control & Verification

- A. What is your approach to ensuring accuracy, integrity and quality throughout the program? What will be your approach to handle dispute resolution between the program, customers, and trade allies?
- B. Describe your ability and systems to verify that activities and details presented in the customer incentive applications are valid and your approach toward random sampling of the installations and methods to ensure data tracking is accurate.

3.3 Task 3: Marketing

This plan will involve coordinating closely with MPPA and the CESC Members to develop a final program-marketing plan to ensure each Member's "brand" look is maintained and enhanced. MPPA and the

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Members will work with the winning Bidder to coordinate media marketing efforts and provide printed materials.

Under this section, please discuss your approach and capabilities to develop a marketing plan to support the program delivery. Please address, although you are not limited to, the following areas in your proposal:

- A. What specific marketing approach do you propose for each program and how will it be tailored to the key target audiences for each program?
- B. What marketing approach do you propose to enroll trade allies and generate program participation and to motivate and trade allies and contractors to achieve program requirements? Please provide some examples.
- C. What marketing approach do you propose to raise awareness and demand for the programs by the general public? Please give some examples.
- D. Please describe where the marketing staff assigned to this project will be based and the availability to meet directly with MPPA and/or the CESC Members.
- E. How do you envision working with and coordinating on projects with MPPA and/or the CESC Members?

3.4 Task 4: Incentive Processing

Describe your proposed approach for incentive processing including the following areas:

- A. Describe your plan to design incentive applications, process incentive applications, issue incentive checks, track participant and program savings data, and issue reports.
- B. Clearly identify any financing charge or cost of money that may be passed through to the CESC Members for incentive processing.

3.5 Task 5: Data Tracking

Describe your proposed approach for data tracking including the following areas:

- A. Provide a brief overview of your experience with data tracking systems and how you use them currently.
- B. Provide the content and format for reports needed from the tracking system.
- C. Describe how you will work with the data tracking system to ensure quality control and accuracy.
- D. How will you track and allocate program costs and savings?
- E. Confirm your ability to host a program-tracking database, ensure security, and build the database so that it could be transferred easily to MPPA and/or the CESC Members, either in its entirety or relevant content sections upon request.
- F. Confirm that any custom software and database systems built for MPPA and/or the CESC Members will be considered property of MPPA and/or the Members

3.6 Task 6: General Administration & Management

Describe your approach for general management, budgeting, financial management, and reporting. This section should include how you propose to handle the required data, information technology, and reporting functions. This section should also include the approach to oversee the performance of sub-contractors (if any) and field implementers of programs.

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- A. Overall experience and systems used for the administration and management of the CEP's implementation and marketing support. What will be your approach to monitor overall program success and making adjustments as needed?
- B. Describe your staffing proposal for the programs including an organizational chart, indicating staff name, responsibilities, title, and office location, and percent of FTE equivalent. Detail who will be the overall day-to-day primary program manager and the key contact for MPPA and the CESC Members. Provide names and biographies if already on staff. Describe proposed approaches for soliciting, selecting, and hiring staff or sub-contractors to implement programs.
- C. Describe your approach to tracking customer complaints and satisfactory resolutions. What is your dispute resolution process for customers, trade allies and sub-contractors?
- D. Describe your approach to overseeing the performance of sub-contractors (if any) and implementers of programs and how you will manage to achieve results, within budget, and ensure excellent customer satisfaction. What will be your approach to identifying problems early and adapting the program design if required? What is your approach to handling conflict resolution with your team and MPPA?
- E. The following types of reports are anticipated:
 - Data Extracts: Ability to provide periodic data extracts to MPPA and the CESC Members for on-going evaluation and review to ensure necessary information for incentive payments are being collected.
 - Monthly Reports: Monthly reports include numerical data that document progress toward achieving overall performance goals by program area and progress to date in achieving milestones. The reports will be due by the tenth of the following month.
 - Quarterly Reports: These reports will be a summary of the prior three months of activity and should be prepared in a concise way to serve the needs of MPPA and the CESC Members.
 - Final Annual Reports: The winning Bidder will prepare and submit a Final Annual Report to MPPA and the CESC Members. The final report will summarize overall program results and accomplishments in narrative and numerical formats
- F. Describe your ability to prepare complete data extract reports and monthly, quarterly and annual reports. Include in your appendix examples of past reports for other programs you have delivered.
- G. Describe your financial management experience and systems. Review and confirm your capability to develop, implement, and maintain the necessary budgeting, invoicing, expenditure approval, payroll, and financial accounting systems to review, approve, and track budgets, invoices, ad payments to sub-contractors, employees and customers. Confirm that your financial accounting is consistent with general accounting standards. Also confirm that you can provide information and documentation required for independent annual financial audits.

Request for Proposal for Clean Energy Program Implementation Services

4. PERFORMANCE GOALS

4.1 Clean Energy Program Energy Savings Goals & Budget

The following section contains a breakdown of the 2022 budget that MPPA is requesting pricing for.

The total budget available for the MPPA CEP (2022) for the Residential, Commercial & Industrial and Clean Energy programs is \$2,320,746.

4.1.1 Table 2: 2022 Clean Energy Program Budget

ELECTRIC MUNICIPALS	2022 CLEAN ENERGY PROGRAM BUDGET
Bay City	\$200,000
Charlevoix	\$90,000
Chelsea	\$50,000
Clinton	\$15,000
Dowagiac	\$126,000
Eaton Rapids	\$60,000
Grand Haven	\$100,000
Harbor Springs	\$75,000
Hart	\$75,000
Lowell	\$50,000
Paw Paw	\$61,850
Petoskey	\$149,246
Portland	\$62,000
St. Louis	\$69,300
Sebewaing	\$65,000
Sturgis	\$350,000
Wakefield	\$20,000
Wyandotte	\$185,000
Zeeland	\$517,350
Total	\$2,320,746

Please note that the incentive portion of the program budget will be split between payments to customers from the winning Bidder and payments to customers directly from the CESC Members. MPPA will review this incentive budget split with the winning Bidder to establish annual program budgets for the 2022 program year. CESC Members will not be charged by Bidder for incentives paid directly to customers. Table 2 includes 100% of incentive cost for the program budget.

Request for Proposal for Clean Energy Program Implementation Services

During the implementation of the programs, budget for individual programs may shift and change based on market response or other factors; however, any change between programs will require prior approval of MPPA. Budgets can be moved between the residential and the commercial and industrial programs if certain programs are performing better than expected and an excess of budget is present within any specific programs. Budgets cannot be moved from one CESC Member to another.

Table 3 below shows the CEP Percentage Mix / Breakdown.

4.1.2 Table 3: 2022 CEP Percentage Mix / Breakdown

Category	Percentage Mix / Breakdown
Residential	35.00%
Commercial & Industrial	35.00%
Clean Energy	30.00%
Total Program Portfolio	100.00%

Bidders are expected to provide Performance Goals, including energy savings goals (in kWh) or a delivered volume for each of the requested CEPs (i.e. how much volume can the bidder provide at the given budget level). Provide these volumes in Table 4 below.

Additional details on specific programs are available upon request.

4.1.3 Table 4: 2022 CEP Performance Goals

Category	Program	kWh Savings Goal / Volume
Residential	Lighting	
	High Efficiency Appliances & HVAC	
	Appliance Recycling	
	Low Income	
	Education & Pilot	
	Subtotal - Residential	
Commercial & Industrial	Prescriptive & Custom Program	
	Education & Pilot	
	Subtotal - Commercial & Industrial	
Clean Energy	Streetlight Upgrades	
	EV Fleets & EV Charging Stations	
	Subtotal - Clean Energy	
	Total Program Portfolio	

Request for Proposal for Clean Energy Program Implementation Services

4.2 Bidder Performance

MPPA will hold back 20% of the Fixed Cost listed in Table 5 invoiced to each CESC Member. This does not include Customer Incentives. When 100% of the performance goals in Table 4 have been met, and if the program is within budget and quality and customer satisfaction measures have been met, the 20% hold back will be paid.

Further details regarding Bidder requirements are available upon request.

5. QUALIFICATIONS & EXPERIENCE

Bidders are requested to describe their firm's experience and capabilities in successfully managing, delivering, and implementing the programs requested in this RFP. Bidders must include detailed information on their team qualifications and experience, including the following:

5.1 Management Structure

Bidders must respond to all of the programs either independently or as a team. If a team approach is taken, the Bidder responding to this request for proposal shall be the prime contractor and shall be responsible for all sub-contractors and their work. In the event that MPPA elects to issue a contract to a prime contractor to oversee multiple programs, the Bidder (or the contractor best suited for the data tracking task) will be requested to incorporate data tracking from the programs into a single reporting system.

In this section Bidders are requested to:

- Include a management and organizational chart that depicts the relationships among team members to accomplish the tasks in the Scope of Work.
- Describe the business structure under which you typically operate (i.e., for-profit corporation, not-for-profit corporation, partnership, etc.).
- Identify any anticipated sub-contractors that will be used and their roles and responsibilities.
- Give the current location of your main office for this project and sub-contractor locations.

5.2 Relevant Qualifications & Experience

Use this section to address your team's relevant qualifications and experience in Clean Energy and Energy Waste Reduction programs. Address at a minimum, although you are not limited to, the following areas:

5.2.1 Program Delivery Experience

- A. Describe your previous experience as a lead Contractor responsible for program delivery of the types of programs described in this RFP. Describe your experience serving as a turnkey program delivery Contractor. What are specific lessons learned from other projects, both from a technical and program delivery perspective and contract administration and management perspective? Why your team is best suited to deliver these programs(s)?
- B. Review your previous experience and capabilities to develop program documents including trade ally agreements and applications, building science related support guidance documents, and marketing collateral to communicate to customers and trade allies.
- C. Discuss your experience and capability to provide trade ally support for each program described in this RFP.

Request for Proposal for Clean Energy Program Implementation Services

- D. Describe your experience managing calls from customers (i.e. providing energy information, answering incentive questions (if applicable), dispute resolution, etc.). Also provide the metrics you would propose for average speed of answer/response, abandoned calls, etc.

5.2.2 Marketing

- A. Describe your creative design, graphic arts, and messaging skills. Include examples of previous creative marketing and technical support pieces as an appendix to your proposal.
- B. Describe the experience and ability to develop and maintain general customer and builder/trade ally technical content for posting on MPPA's website and/or the CESC Members' websites, if applicable, related to the programs. Provide links to any existing websites that you have developed for similar programs.
- C. Discuss your experience in writing articles for trade ally newsletters and participating in trade shows to raise awareness about programs.
- D. What is your experience in conducting customer outreach activities through community events, workshops, etc.? Please indicate if you have this type of experience in MPPA CESC Members' service territories.
- E. What is your previous overall experience in developing marketing and outreach plans and materials to support similar programs?

5.2.3 Data Tracking

Each Bidder is required to provide a data tracking system for the programs they are implementing.

- A. Describe the type of data tracking system being proposed and the length of time the Bidder has been utilizing this system.
- B. If the tracking system being proposed is not ready in time for the launch of the program, what is your contingency plan?
- C. The Bidder shall supply in its bid a sample monthly data tracking report

5.2.4 Relevant Experience & Understanding

- A. Do you have previous experience working in the service territories of the MPPA CESC Members' and/or elsewhere in Michigan as it relates to Clean Energy / Energy Waste Reduction / Energy Optimization / Energy Efficiency?
- B. What is your current understanding of the municipal utility industry and how they operate in regard to customer and local government accountability? What opportunities and challenges do you anticipate, and how will you address them?

5.3 Resumes & Biographies

Identify the key personnel that will be assigned to the project being proposed. Describe their primary responsibilities in a brief bio (one paragraph), and include a one-page resume that describes the individuals' experience and qualifications.

Biographies and resumes should describe relevant responsibilities from other projects that will help MPPA evaluate the qualifications of key personnel.



Request for Proposal for Clean Energy Program Implementation Services

5.4 Client References

List at least three (3) references for similar work you have performed for other clients. Include client name, contact name, title, phone number, email address and project summary.

5.5 Financial Information Requirements

Bidders are requested to demonstrate and verify that they have the financial resources and stability to perform the proposed work.

- Note any other related and pertinent financial information or disclosures that the Bidder considers important.
- Specify any desired payment terms. MPPA typically pays uncontested invoices within 30 days or less.
- Bidders must demonstrate that they have the financial resources to perform the proposed work. For example, three years of financial statements for their firm and any significant sub-contractors, which should include a profit and loss statement, a cash flow statement, and a balance sheet (e.g. SEC form 10-K is acceptable).
- A non-public or non-profit entity shall provide adequate information comparable to the information required above, that allows an assessment of financial status and capability.

6. BUDGET

The cost of the contract should be bid as time and materials, not to exceed the budget assigned to each of the programs.

6.1 Budgets Available to Implementation Bidders

Bidders are requested to detail program costs by fixed cost (implementation, administration and marketing), performance cost (holdback) and consumer incentives, for each 2022 CEP you are bidding on.

Prepare a final overall summary budget for the 2022 CEP.

Submit costs according to the format detailed in the Table 5 below.

Total dollars available for MPPA for the 2022 CEP period is not to exceed the total amounts specified in **Section 4.1.1 Table 2: 2022 CEP Budget**



Request for Proposal for Clean Energy Program Implementation Services

6.1.1 Table 5: Budget Layout 2022

Residential Programs	Fixed Cost	Performance Cost	Consumer Incentives	Total
Lighting				
High Efficiency Products and HVAC				
Appliance Turn In Recycling				
Low Income				
Education & Pilot				
Total				

Commercial and Industrial Programs	Fixed Cost	Performance Cost	Consumer Incentives	Total
Prescriptive & Custom Incentives				
C&I Education & Pilot				
Total				

Clean Energy Programs	Fixed Cost	Performance Cost	Consumer Incentives	Total
Streetlight Upgrades				
EV Fleets & EV Charging Stations				
Total				

Note: Fixed Cost in Table 5 (above) is the fixed amount paid to the implementation contractor for the one (1) year contract for 2022 (initially subject to a 20% holdback pending certain criteria). Performance Cost is the amount of implementation contractor's payment that is held back from them in the form of a performance incentive to perform quality work that meets the represented Performance Goals. Consumer Incentives are the incentive amounts paid to the customer either by the CESC Member, the implementation contractor, or both.

7. PROPOSAL RESPONSE FORMAT

Bidder proposals are requested to prepare concise and complete. Proposals should be prepared to provide a complete description of the Bidder's approach and capabilities for meeting the required Performance Goals outlined in this RFP.



Request for Proposal for Clean Energy Program Implementation Services

Bidders are requested to submit an electronic version of their proposal to the attention of the following MPPA contact:

Patrick Devon
Energy Analyst
Michigan Public Power Agency
517-323-8919 x114
pdevon@mpower.org

7.1 Sequencing of Response in Proposals

Bidders shall prepare their proposal response according to the following format:

- Cover letter
- Executive Summary
- Introduction
- Review of Roles & Responsibilities and Understanding of Assignment (Section 2.6)
- Scope of Services (by Task 1-6) (Section 3)
 - By CEP as applicable
 - For ALL CEP as applicable
- Performance Goals (Section 4)
- Relevant Qualifications and Experience (Section 5)
- Budgets by Program (Section 6)
- Sample data tracking report and sample monthly operating report
- Appendices

7.2 Questions

Bidder questions must be submitted to Patrick Devon as listed above via email only.

Changes, revisions, and corrections to the proposal that may result from questions from Bidders will be confirmed by the issuance of an Addendum.

No contact with MPPA's CESC Members related to this RFP shall be made throughout this entire process without the expressed written permission from MPPA. Any unauthorized contact may result in immediate disqualification.

8. SELECTION PROCESS & SCORING CRITERIA

8.1 Selection Process

Implementation Bidders will only submit proposals that achieve the represented Performance Goals within the listed budget from this RFP.

Proposals will be evaluated using the following process:



Request for Proposal for Clean Energy Program Implementation Services

Step 1: Qualifications Review

Bidders' qualifications will be reviewed for acceptability by MPPA. Proposals will be reviewed for content, regarding all required elements.

Step 2: Evaluation Criteria

Review and scoring of the proposed Scope of Services, Schedule, Management Plan, Qualifications and Experience, and Budget evaluation criteria will include but not necessarily be limited to:

- Cost
- RFP Response
- Experience and Delivery

Step 3: Interview

If deemed necessary by MPPA, top-ranked Bidders may be invited to an interview. Presentations and answers to reviewer question will be scored. Criteria will include:

- Quality of presentation
- Interaction and cohesiveness of the team
- Responses to questions

References will be contacted for additional perspective. Once the proposals are evaluated, MPPA may request personal interviews with the selected Bidder. MPPA will then make a preliminary decision and notify the selected Bidder that they would like to initiate contract negotiations. Upon successful contract negotiations, the selection will be made public and all the other Bidders responding to the RFP will be notified of the selection.

MPPA may reject any Proposal, waive irregularities or technicalities in any Proposal, and accept any Proposal in whole or in part. MPPA may cancel, in whole or in part, the entire RFP at any time prior to full execution of a contract between both parties.

8.2 Confidentiality Terms

Regardless of any contrary language or statements submitted to MPPA and its CESC Members, all proposals submitted to MPPA and its CESC Members pursuant to this RFP shall be considered non-confidential.

8.3 Property of Submitted Proposals

All proposals submitted to MPPA and its CESC Members pursuant to this RFP shall become exclusive property of MPPA and its CESC Members and may be used for their own purposes.

8.4 Implementation Criteria

8.4.1 Cost

Proposal must include an annual budget for January 2022 to December 2022. Overall costs cannot exceed those amounts specified in **(Section 4) (4.1.1) Table 2: 2022 CEP Budget**.

Request for Proposal for Clean Energy Program Implementation Services

MPPA will review the overall delivery team costs (implementation and administrative, marketing and customer incentives), any proposed alternative compensation structures and evaluate total costs related to the technical approach, proposed performance goals and the ratio of budget spent on incentives versus implementation.

8.4.2 RFP Response

Since the tasks by which the winning Bidder will be selected to perform are complex and often difficult to measure quantitatively, the demonstration of organizational ability and administrative competence of the organization and its staff and contractors, will be reflected in the response to the RFP.

8.4.3 Experience & Delivery

Included in this category will be an assessment of the overall strategic approach to achieving successful program start up, approach, delivery, marketing, data tracking, incentive processing and assessment of ability to achieve proposed program milestones and sub-tasks contributing toward achieving proposed performance goals. MPPA will evaluate Bidders for this section based on the assessment of the quality of the proposals to the specific tasks requested in the Scope of Services, proposed Performance Goals, and the overall thoughtfulness and creativity of the proposed approach to achieving savings and other proposed milestones.

9. ADDITIONAL RESOURCES

9.1 Appendices

- Appendix A: General Requirements for CEP Implementation Services
- Appendix B: Proposal Form
- Appendix C: List of MPPA CESC Members and Locations

9.2 Links

- Michigan Public Power Agency Website: <http://www.mpower.org/>
- Michigan Municipal Electric Association Website: <https://mmeanet.org/>
- Michigan Energy Measures Database Website: https://www.michigan.gov/mpsc/0,9535,7-395-93309_94801_94808_94811---,00.html

10. ASSUMPTIONS

Indicate any assumptions not explicitly stated in this RFP.

11. ADDITIONAL INFORMATION

Include any additional information you may deem helpful in evaluating your proposal. Any pertinent examples of participation in similar projects or exhibits should be included in an Appendix.

APPENDIX A: GENERAL REQUIREMENTS FOR CLEAN ENERGY PROGRAM IMPLEMENTATION SERVICES

Installation of 2022 Clean Energy Programs

This Clean Energy Program Implementation Agreement (“Agreement”) is made and entered into as of November __, 2021 (“Execution Date”) by and between Michigan Public Power Agency (“MPPA”), having an address at 809 Centennial Way, Lansing, Michigan 48917, and _____ (“Bidder”), a _____ corporation having a primary business address at _____. Individually MPPA and _____ are referred to as “Party”, or jointly as the “Parties”.

Whereas, MPPA was organized under Act 448 to provide a means for those Michigan municipalities which are members of MPPA to secure electric power and energy for their present and future needs; and

Whereas, MPPA desires to acquire Clean Energy Program implementation services (“Services”) through the Bidder to assist MPPA members with Clean Energy Program goals; and

Whereas, the Contractor has the personnel, systems and facilities necessary to provide the Services: Now, therefore, for and in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the Parties as follows:

1. TERM

This Agreement shall become effective upon the Execution Date and shall continue until 11:59 pm on December 31, 2022, unless terminated pursuant to Section 17 herein.

2. SERVICES

The Bidder shall perform the Services as described in the Scope of Services. The Scope of Services may be changed from time to time upon mutual agreement between MPPA and the Bidder.

3. TIME OF PERFORMANCE

Michigan Public Power Agency (“MPPA”) shall not dictate exact times of performance of the Services, except that the Services shall be commenced as soon as necessary after the date of the Acknowledgement and no later than of January 30, 2022. Bidder and MPPA must agree upon any extensions of the completion date in writing.

4. BIDDER RESPONSIBILITY

MPPA shall not oversee the work of the Bidder or instruct the Bidder on how to perform the Services. Bidder shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all studies, reports and other Services rendered. Bidder is responsible for providing his or her own training and tools for performance of the Services. Without additional compensation, and without limiting MPPA’s remedies, Bidder shall promptly remedy and correct any errors, omissions or other deficiencies in the Services. Bidder warrants that all Services performed under this Agreement shall be performed with thoroughness and competence and in accordance with the highest standards of care of Bidder’s profession prevailing in Michigan.

5. CONFIDENTIALITY OF INFORMATION

The Bidder shall retain in strictest confidence all information furnished by MPPA and the results of any reports or studies conducted as a result of this Agreement, along with all supporting work papers and any other substantiating documents. The Bidder shall not disclose such information to others without the prior written consent of MPPA.

6. OWNERSHIP OF WORK PRODUCT

All printed material and electronic documents produced as a result of work performed under this Agreement shall be the sole property of MPPA and may not be used, sold, or disposed of in any manner without prior written approval of MPPA. All such work products shall be turned over to MPPA upon completion of the project. The Bidder may retain one copy of all documents prepared under this Agreement.

7. PAYMENT

MPPA and its CESC Members will hold back **twenty percent (20%)** of the overall Fixed cost each month until completion of services each year of the contract. The Bidder must submit documentation supporting the charges in the invoice. Payments shall be based upon Bidder's verified progress in completing the services. Unless Bidder has not properly performed the Services, invoices will be paid within thirty days of receipt. MPPA shall have the right to refuse to pay all or a portion of an invoice that is inconsistent with this Agreement. MPPA may delay payment until it can verify the accuracy of the invoice, obtain releases or waivers with respect to work covered in the invoice, or resolve a dispute with Bidder regarding an invoice. Checks shall be made payable to the business of Bidder.

8. MPPA's AUDIT RIGHTS

MPPA shall have the right to audit the account books and other records of Bidder related to the Services at any time during the period of this Agreement and for two years after the completion of the Services. Bidder shall retain all such account books and records for at least two years after the completion of the Services. Bidder shall refund to MPPA any charges determined by MPPA's audit to be inconsistent with this Agreement.

9. CHANGES IN SERVICES

MPPA shall have the right to order additions, deletions, or changes in the Services at any time, so long as such changes are within the general scope of work covered by this Agreement. Requests for material changes in the Services may be made by MPPA orally or in writing; provided, however, that oral requests shall be confirmed by a written request within 10 days after the oral request. If MPPA directs the Bidder to proceed with a material change, the Bidder shall be paid for the change as agreed to by the parties.

10. INDEPENDENT CONTRACTOR

Nothing herein shall be construed to make Bidder an agent or employee of MPPA for any purpose. Bidder shall in all respects be an independent contractor of MPPA in its performance of the Services. Bidder and its employees and sub-contractors shall in no way represent themselves to third parties as agents or employees of MPPA in performance of the Services.

11.NO UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION BENEFITS

Bidder is not entitled to unemployment insurance or workers' compensation benefits as a result of performance of the services for MPPA. Bidder is required to provide workers' compensation and unemployment insurance benefits for its employees or sub-contractors.

12.PAYMENT OF TAXES

Bidder is solely liable for any Federal and State income and withholding taxes, unemployment taxes, FICA taxes and workers' compensation payments and premiums applicable to this agreement or any services provided. Bidder shall indemnify MPPA for any liability resulting from nonpayment of such taxes and sums.

INSURANCE

Bidder shall maintain the following insurance in full force and effect during the full term of this Agreement:

- (a) Workers' Compensation Insurance in amounts prescribed by applicable statutes;
- (b) Commercial General Liability Insurance (including blanket contractual liability) in an amount not less than \$1,000,000;
- (c) Automobile Liability Insurance for all vehicles used in performance of the Services in an amount not less than \$1,000,000; and

All insurance policies shall be cancelable only upon 30 days advance written notice to MPPA. MPPA shall be named as an additional insured for coverage only, with no premium payment obligations, on the Automobile, Professional Liability and Commercial General Liability policies. The Bidder shall provide MPPA with certificates of insurance showing that the required coverage are in effect within 10 days after the date of the Acknowledgement and from time to time as necessary during the term of this Agreement.

Insurance must be with a company acceptable to MPPA. Generally, a company rated A-or better by A.M. Best Company and domiciled in the United States will be acceptable to MPPA. The A.M. Best Company website can be found at: <http://www.ambest.com>. A copy of Bidder's insurance certificate meeting these requirements shall be presented to the MPPA Buyer before any work may begin or any payments are made.

13.COMPLIANCE WITH LAWS

The Bidder shall comply with all applicable federal, state and local laws, rules, regulations, permits and orders in its performance of the Services under this Agreement, including but not limited to the Immigration Reform and Control Act of 1986, as amended. The Bidder shall provide to MPPA any certification MPPA reasonably requests in order to demonstrate Bidder's compliance with applicable legal requirements. However, MPPA shall not be responsible for monitoring Bidder's compliance.

14.NONDISCRIMINATION

The Bidder agrees not to discriminate against any employee, applicant for employment, or potential

sub-contractor or supplier because of race, color, religion, sex, age, national origin, handicap, or veteran's status. The Bidder agrees to comply with all applicable state and federal laws with regard to equal employment opportunity.

15. LIABILITY

The Bidder agrees to provide a defense and pay any damages and costs for any liability or claim of whatever nature arising in any way out of this Agreement, which is caused by any negligent or wrongful act or omission of the Bidder or the Bidder's officers, agents or employees.

16. ACCEPTANCE NOT WAIVER

MPPA's approval of reports and other work or materials shall not in any way relieve Bidder of responsibility for the accuracy of the services. MPPA's approval or acceptance of, or payment for, any Services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. TERMINATION OR SUSPENSION

MPPA reserves the exclusive right to terminate or suspend all or any portion of the Services by giving fourteen (14) days written notice to the Bidder. If any portion of the project shall be terminated or suspended, MPPA shall pay the Bidder equitably for all services properly performed pursuant to this Agreement. If the project is suspended and the Bidder is not given an order to resume work within sixty (60) days from the effective date of the suspension, this Agreement will be considered terminated. Upon termination, the Bidder shall immediately deliver to MPPA any documents then in existence that has been prepared by the Bidder pursuant to this Agreement.

18. DEFAULT

In the event either party should fail or refuse to perform a material term of this Agreement, such party may be declared in default by the other party by a written notice.

19. REMEDIES

In the event a party has been declared in default, such defaulting party shall be allowed a period of 15 days within which to correct, or commence correcting, the default. In the event that the default has not been corrected or begun to be corrected, or the defaulting party has ceased to pursue the correction with due diligence, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. In the event Bidder fails or neglects to perform the Services in accordance with this Agreement, MPPA may elect to correct such deficiencies and charge Bidder for the full cost of the corrections.

20. FORCE MAJEURE

The parties shall not be responsible for any failure or delay in the performance of any obligations under this Agreement caused by acts of God, flood, fire, war or public enemy.

21. ASSIGNMENT AND SUB-CONTRACTORS

Bidder shall not assign to any other person or firm the performance of any of the Services without

the prior written approval of MPPA's Representative. All work under this Agreement shall be performed under Bidder's direct supervision and control. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. This agreement is intended to benefit only the parties and neither sub-contractors nor suppliers of Bidder nor any other person or entity is intended by the parties to be a third party beneficiary of this Agreement.

22. GOVERNING LAW AND VENUE

Venue for any dispute resulting in litigation shall be in the appropriate court in Ingham County, Michigan. This Agreement shall be governed by and construed under Michigan law, without regard to conflict of laws principles.

23. NOTICE

All notices required to be given under this Agreement shall be in writing, and shall be deemed to have been duly given (a) when delivered personally to the other party; or (b) seven days after posting in the United States mail, first-class postage prepaid, properly addressed; or (c) when sent by facsimile transmission and receipt is confirmed by return facsimile transmission; or (d) when sent by email and receipt is confirmed by return email.

24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between MPPA and Bidder and replaces all prior written or oral agreements and understandings. It may be altered, amended or repealed only by a duly executed written instrument.

To evidence their acceptance of this Agreement, the Parties' authorized representatives have signed below effective as of the Effective Date specified above.

MICHIGAN PUBLIC POWER AGENCY

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

APPENDIX B: PROPOSAL FORM

Installation of 2022 Clean Energy Programs

1.0 Provide the following business and contact information:

Legal Name:		Federal ID or Social Security Number:
Address:		State of Incorporation:
City:	State & Zip:	Primary E-Mail:
Type of Organization:		<input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> LLC <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership LLP <input type="checkbox"/> Other (Explain)
Office Phone:	Alternate Office Phone:	Office Fax:
Primary Contact:	Contact Phone:	Contact Fax:
Contact Mobile:	Contact E-Mail:	Website URL:

2.0 Provide responses to the following questions:

2.1	Have you done business with Michigan Public Power Agency? If so, furnish specifics.	
2.2	Have you done business with the any of MPPA's CESC Members? If so, furnish specifics.	
2.3	Have you ever defaulted on a contract or been involved in litigation Michigan Public Power Agency or any of its CESC Members? If so, furnish specifics.	
2.4	Have you ever defaulted on a contract or been involved in litigation with any other client in the past five years? If so, furnish specifics.	
2.5	List any relationships between your firm's staff and any current MPPA and/or its CESC Members employees.	

The undersigned Bidder hereby acknowledges receipt of the following addenda:

					Enter addenda numbers if applicable
--	--	--	--	--	-------------------------------------

The undersigned Bidder states that this proposal is made in conformity with the Proposal Documents and agrees that, in the event of any discrepancies or differences between any conditions of their proposal and the Proposal Documents, the provisions of the latter shall prevail. No verbal or written agreements or understandings considered or entered into prior to signing of a contract in the form of a purchase order, shall be binding after the signing of the contract unless incorporated in the contract.

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons submitting proposals for the work.

Company Name:	
Signature:	Date:
Name:	Title:

END OF PROPOSAL FORM

APPENDIX C: LIST OF CLEAN ENERGY SERVICE COMMITTEE MEMBERS AND LOCATIONS

Installation of 2022 Clean Energy Programs

1. **Bay City** is a community located at the mouth of the Saginaw River.
2. **Charlevoix** is a lakeshore community located southwest side of Little Traverse Bay and between Lakes Charlevoix and Michigan.
3. **Chelsea** is a community located about halfway between Jackson and Ann Arbor.
4. **Clinton** is a community located southwest of Detroit and Ann Arbor.
5. **Dowagiac** is a community located southwest of Kalamazoo and Battle Creek.
6. **Eaton Rapids** is a community located roughly 20 miles south of the state capitol.
7. **Grand Haven** is a Michigan lakeshore community located west of Grand Rapids.
8. **Harbor Springs** is a Michigan lakeshore community located 35 miles southwest of Mackinaw City.
9. **Hart** is a remote community located about 50 miles north of Grand Haven.
10. **Lowell** is a hometown community located just east of Grand Rapids.
11. **Paw Paw** is located west of Kalamazoo between it and Lake Michigan.
12. **Petoskey** is another lakeshore community located on the south side of the Little Traverse Bay.
13. **Portland** is located northwest of Lansing.
14. **St. Louis** is a hometown community located roughly 40 miles north of the state capitol.
15. **Sebewaing** is a community located 30 miles northeast of Bay City.
16. **Sturgis** is another community located on the border of Michigan and Indiana.
17. **Wakefield** is a small town located near the border of Michigan and Wisconsin in the Upper Peninsula
18. **Wyandotte** lies on the Detroit River, south of the Motor City.
19. **Zeeland** is a west Michigan community located south of Grand Haven near Holland.