



GREAT LAKES
ENERGY

Request for Proposal

Consulting Services Agreement

FEMA Consulting

Date: 09/2025

CONSULTING AGREEMENT

GREAT LAKES ENERGY COOPERATIVE
1323 BOYNE AVE, BOYNE CITY, MI 49712 | 888-485-2537

CONSULTING SERVICES AGREEMENT GREAT LAKES ENERGY COOPERATIVE, INC.

This Consulting Services Agreement (this "Consulting Services Agreement") is made this _____ day of _____, by and between GREAT LAKES ENERGY COOPERATIVE, INC. ("Great Lakes Energy", "GLE" or "Company") and _____ ("Consultant"), a _____ corporation.

The parties agree as follows:

1. Consultant Services. Consultant agrees to provide the services as set forth on an Exhibit A (sequentially numbered as Exhibit A-1, A-2, etc. as needed for different scope of work under this same agreement) in the form of the Exhibit A attached hereto or in other statements of work containing substantially similar information and identified as an Exhibit A (the "Services").
2. Subcontracts. Consultant shall not enter into any subcontracts for the performance of the Services or assign or transfer any of its rights or obligations under this Consulting Services Agreement, without GLE's prior written consent and any attempt to do so shall be void and without further effect.
3. Term and Termination; Time is of the Essence. This Consulting Services Agreement is legally binding as of the Effective Date, and, unless terminated as provided herein, shall continue until terminated by GLE. GLE may terminate this Consulting Services Agreement or any Exhibit A, in whole or in part, at any time for any reason upon written notice to Consultant and without any GLE obligation except payment for services already performed.
4. GLE Resources. Where GLE provides resources (including but not limited to computers) to Consultant that are reasonably required for the exclusive purpose of providing the Services, Consultant agrees to keep such resources in good order and not permit waste (ameliorative or otherwise) or damage to the same. Consultant shall return the resources to GLE in substantially the same condition as when Consultant began using the same, ordinary wear and tear excepted.
5. Fees and Billing Procedures. GLE agrees to pay Consultant for the Services in accordance with the fee(s) set forth in the applicable Exhibit A. Any sum due to Consultant for Services performed for which payment is not otherwise specified shall be due and payable sixty (60) days after receipt by GLE of an invoice from Consultant. Consultant shall only work the number of hours or days as specified in an Exhibit A, unless otherwise expressly approved in advance in writing by GLE. Unless otherwise provided for under an Exhibit A, Consultant shall bill to GLE the sums due pursuant to an Exhibit A by Consultant's invoice, which shall contain: (a) GLE purchase order number, if any, and invoice number; (b) a description of Services rendered; (c) the fee or portion thereof that is due; (d) the number of hours or days worked; (e) travel and living expenses, if any; (f) taxes, if any; and, (g) total amount due. Unless otherwise specified by GLE, Consultant shall forward invoices electronically to GLE-APIInvoices@glenergy.com or in hardcopy format GLE 1323 Boyne Ave, Boyne City, MI 49712 ATTN: Accounts Payable.
6. Expenses. Where previously approved by GLE, upon submission of an expense report and receipts, GLE shall reimburse Consultant through the normal invoicing process for reasonable travel and living expenses consistent with GLE's then current expense guidelines actually incurred in connection with the Services. Eligible expenses will be reimbursed at cost without markups.
7. Credits. Any amounts due from Consultant may be applied by GLE against any fees due to Consultant. Any such amounts that are not so applied shall be paid to GLE by Consultant within sixty (60) days following GLE's request.
8. Non-binding Terms. Any terms and conditions that are included in a Consultant invoice shall be deemed to be solely for the convenience of the parties, and no such term or condition shall be binding upon GLE.

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9. Auditable Records; Dispute Resolution. Consultant shall maintain accurate records of all fees billable to, and payments made by, GLE in a format that will permit audit by GLE for a period of not less than three (3) years. This Section shall survive the termination of this Consulting Services Agreement.

10. Taxes. Consultant represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Consultant agrees that GLE is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Consultant. Any and all taxes, interest or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Consulting Services Agreement shall be paid or withheld by Consultant.

11. 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. For the purposes of this Consulting Services Agreement, the term "Confidential Information" shall mean 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 entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning; or, (c) any Confidential Information derived from information of a party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).

12. 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 Consulting Services Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.

13. Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Each party shall advise the other party immediately in the event either party has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Consulting Services Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

14. Remedies for Breach of Obligation of Confidentiality. Consultant acknowledges that breach of Consultant's obligation of confidentiality may give rise to irreparable injury to GLE, which damage may be inadequately compensable in the form of monetary damages. Accordingly, GLE may seek and obtain injunctive relief against the breach or threatened breach, in addition to any other legal remedies which may be available. The provisions of this Section shall survive the termination of this Consulting Services Agreement.

15. Work Product. GLE and Consultant each acknowledge that performance of this Consulting Services Agreement may result in the discovery, creation, or development of inventions, methods, formulae, techniques, processes, improvements, strategies, and data and original works of authorship, in whatever form, first produced or created by or for Consultant as a result of or related to the performance of the Services (the "Work Product"). Consultant agrees that, whether or not the Services are considered works made for hire or an employment to invent, all Work Product shall be the sole property of GLE. Except as set forth in writing and signed by both GLE and Consultant, Consultant agrees that GLE shall have all copyright and patent rights with respect to any Work Product, without regard to the origin of the Work Product. If and to the extent that Consultant may, under applicable law, be entitled to claim any ownership interest in the Work Product, Consultant hereby transfers, grants, conveys, assigns, and relinquishes exclusively to GLE any and all right, title, and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret, and trademark law in perpetuity or for the longest period otherwise permitted by law. Consultant further agrees as to the Work Product to assist GLE in every reasonable way to obtain and, from

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time to time, enforce patents, copyrights, trade secrets, and other rights and protection relating to said Work Product. The provisions of this Section shall survive the termination of this Consulting Services Agreement.

16. Surrender of Materials upon Termination. Upon termination of this Consulting Services Agreement, in whole or in part, Consultant shall immediately return to GLE all copies of properties received from GLE or created or received by Consultant on behalf of GLE, and which are related to the terminated portion of this Consulting Services Agreement.

17. Mutual Representations and Warranties. Each of GLE and Consultant represent and warrant that:

- It is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction in which a license, authorization, or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it.
- The execution, delivery, and performance of this Consulting Services Agreement has been duly authorized by it and this Consulting Services Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms.
- It has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Consulting Services Agreement.
- It shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Consulting Services Agreement and shall obtain all applicable permits and licenses required of it in connection herewith.
- There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Consulting Services Agreement.

18. Representations and Warranties by Consultant. Consultant represents and warrants that:

- Consultant is possessed of superior knowledge with respect to the Services and is aware that GLE is relying on Consultant's skill and judgment in providing the Services to GLE.
- the Services will conform to any applicable scope of work; and any materials supplied in connection therewith shall be new, unused, and free from defect;
- the Services will be suitable for the purposes specified by GLE and will conform to each statement, representation, and description made by Consultant to GLE;
- the Services are not and shall not be subject to any encumbrance, lien, security interest, patent, copyright or trademark claims, infringements, or other defects in title; and
- any labor or services performed pursuant to this Consulting Services Agreement shall be performed in a competent, diligent, and timely manner in accordance with the highest professionally accepted standards.

Consultant shall respond in writing to any warranty claim by GLE within five (5) business days of the delivery of notice of such claim to Consultant.

19. General Indemnity. Consultant agrees to indemnify, defend, and hold GLE, its officers, directors, agents, and employees (an "Indemnitee") harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any GLE Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of Consultant during the performance of this Consulting Services Agreement.

20 Indemnification Procedures. Promptly after receipt by GLE of a threat of any action, or a notice of commencement, or filing of any action against an Indemnitee, GLE shall give notice thereof to Consultant, provided that failure to give or delay in such notice shall not relieve Consultant of any liability it may have to an Indemnitee. GLE shall not independently defend or respond to any such claim; provided, however, that GLE may defend or respond to any such claim, at Consultant's expense, if GLE determines that such defense or response is necessary to preclude a default judgment from being entered against GLE. Consultant shall have sole control of the defense and of all negotiations for settlement of such action. At Consultant's request, LCEC shall cooperate with Consultant in defending or settling any such action; provided, however, that

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Consultant shall reimburse GLE or all reasonable out-of-pocket costs incurred by GLE (including, without limitation, reasonable attorneys' fees and expenses).

21. Limitation of Liability. EXCEPT FOR INDEMNIFICATION, NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS CONSULTING SERVICES AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY.

22. Insurance.

Refer to EXHIBIT B for minimum insurance requirements.

23. General.

23.01 Relationship between GLE and Consultant. Consultant represents and warrants that it is an independent contractor with no authority to bind or to commit GLE to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of GLE. Under no circumstances shall Consultant hold itself out as or be considered an agent, employee, joint venture, or partner of GLE. In recognition of Consultant's status as independent contractor, GLE shall carry no Workers' Compensation insurance or any health or accident insurance to cover Consultant, if any. GLE shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship.

23.02 Governing Law. Consultant hereby consents and submits to the jurisdiction and forum of the state and federal courts in Michigan all questions and controversies arising hereunder.

23.03 Compliance with Laws; GLE Policies and Procedures. Consultant acknowledges that Company may use federal loan funds in connection with this Consulting Services Agreement. Both parties agree to comply with all applicable federal, state, county, municipal and local laws, rule, stipulations, executive orders, regulations and ordinances, including, without limitation, the Anti-Kickback statutes (18 U.S.C. § 874 and 40 U.S.C. § 3145) and implementing regulations (29 C.F.R. Parts 3 and 5). Consultant shall comply with GLE policies and procedures, including but not limited to, those related to safety where the same are posted, conveyed, or otherwise made available to Consultant. Without limiting Consultant's other obligations of indemnification herein, Consultant shall defend, indemnify, and hold GLE Indemnitees harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from any GLE Indemnitee, on account of the failure of Consultant to perform its obligations imposed herein.

23.04 Training and Hazards. Consultant shall furnish adequate numbers of trained, qualified, and experienced personnel and appropriate safety and other equipment in first-class condition, suitable for performance of the Services. Such personnel shall be skilled and properly trained to perform the Services and recognize all hazards associated with the Services. Without limiting the foregoing, Consultant shall participate in any safety orientation or other of GLE's familiarization initiatives related to safety and shall strictly comply with any monitoring initiatives as determined by GLE. Consultant shall accept all equipment, structures, and property of GLE as found and acknowledges it has inspected the property, has determined the hazards incident to working thereon or thereabouts, and has adopted suitable precautions and methods for the protection and safety of its employees and the property. No person performing work for Consultant will perform any of the Services while under the influence of drugs or alcohol.

23.05 Force Majeure. Neither party shall be liable for delays or any failure to perform under this Consulting Services Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize any such delays. The delayed party

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must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused hereunder and inform the other party of its plans to resume performance.

23.06 Advertising and Publicity. Consultant shall not refer to GLE directly or indirectly in any advertisement, news release, or publication without prior written approval from GLE.

23.07 No Waiver. The failure of a party to require performance by the other party of any provision herein shall in no way affect that party's right to enforce such provisions or any further breach of the same.

23.08 Notices. Any notice given pursuant to this Consulting Services Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses indicated herein, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.

23.09 Entire Agreement. This Consulting Services Agreement and its attached exhibits constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between GLE and Consultant as to the subject matter hereof. This Consulting Services Agreement may only be amended by an instrument in writing signed by the parties.

23.10 Cumulative Remedies. All rights and remedies of GLE herein shall be in addition to all other rights and remedies available at law or in equity, including specific performance against Consultant for the enforcement of this Consulting Services Agreement, and temporary and permanent injunctive relief.

24. Equal Employment Opportunity. Consultant agrees that in performing under this Consulting Services Agreement, it *shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.*

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

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

Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Consultant's noncompliance with the non-discrimination clauses of this Consulting Services Agreement or with any of the said rules, regulations or orders, this Consulting Services Agreement may be canceled, terminated or suspended in whole or in part and Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized

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in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

Consultant will include the provisions of this Section in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, dated September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

25. Order of Precedence. This Consulting Services Agreement and the Exhibits hereto shall be considered complementary and what is required by one shall be binding as if required by all. The failure to specifically list a requirement in one document, once this requirement is specifically listed in another, shall not imply the inapplicability of such requirement and Consultant shall provide as part of this Consulting Services Agreement all items required to conform to the project scope and standards herein contained. In the event of a conflict between the body of this Consulting Services Agreement and the Exhibits, the body of this Consulting Services Agreement shall govern. Later dated Exhibits shall take precedence over earlier dated Exhibits. The latest date of an amendment or Change Order shall take precedence over that part of this Consulting Services Agreement which it supersedes.

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IN WITNESS WHEREOF, the parties have entered into this Consulting Services Agreement on the date set forth in the introductory paragraph of this Consulting Services Agreement.

Great Lakes Energy Electric Cooperative

Signature

Name (Please Print)

Title

Date

Consultant

Signature

Name (Please Print)

Title

Date

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EXHIBIT A

STATEMENT OF WORK

Great Lakes Energy, Inc. (GLE) request Proposals for an As-Needed FEMA Public Assistance, and 404 and 406 Hazard Mitigation Grant Program (HMGP) Advisory Services provider. Contracted services are enumerated in the Scope of Services. The contract will be for a three-year term and may extend for a two-year term if agreed to by both parties. The purpose of the Request for Proposal (RFP) is for GLE to acquire comprehensive FEMA management services including, but not limited to:

1. FEMA Public Assistance Advisory Services
2. FEMA 404 and 406 Hazard Mitigation Expertise
3. Financial and Grant Management Support
4. Public Insurance Adjustment
5. Indirect Tasks or Requests

The selected contractor will assist GLE in strategically managing the claim development and administration under Federal and State Disaster Programs related to any disasters during the term of this contract. Such Federal Programs may include but are not limited to: FEMA Public Assistance (PA), FEMA 404 and 406 HMGP and Emergency Relief Program. Examples of disaster recovery services that may be required include:

1. **FEMA Public Assistance Advisory Services**

1. Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices and close-out projects.
2. Attend meetings with relevant local, state, and federal officials to address eligibility and process issues at the request of the client.
3. Provide extensive knowledge, experience and technical competence in dealing with Federal regulations. Specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the Post-Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013.
4. Proactively identify and resolve issues that may arise related to the funding of work completed or to be completed.
5. Provide technical assistance as requested. This assistance may involve engineering and architectural support among other types of assistance.
6. Help to assess damage to GLE facilities if needed.
7. Obtain, analyze and gather field documentation, including timekeeping and staff assignment records.
8. Review all data and supporting documentation to determine whether costs appear eligible and are adequately supported.
9. Evaluate and prepare FEMA PA Emergency and Permanent Work Project Worksheets. This will involve expertise in cost estimating, developing detailed damage descriptions and dimension and scope of work. This will include determining final eligible costs and third-party refunds and reimbursements. This will also include reconciling eligible costs and to prepare project worksheet versions as necessary.
10. Assist in the development of hazard mitigation proposals under Sections 404 and 406 of the Stafford Act.
11. Evaluate alternate and/or improved projects.
12. Monitor reconstruction efforts, actual versus PW scope of repair and progress payments.
13. Perform PW closeouts.
14. Respond to audit findings as required.

2. **FEMA 404 and 406 Hazard Mitigation Expertise**

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1. Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events.
2. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to the HMGP, Pre-Disaster Mitigation, and other mitigation programs.

Financial and Grant Management Support

1. Advise on FEMA's rules, practices, procedures, and how to track costs. Including direct administrative costs to facilitate reimbursement for all eligible client costs, including contractor costs.
2. Provide general grant management advice.
3. Perform internal controls assessment.
4. Conduct pre-audit activities and prepare documentation for audit.
5. Meet as necessary with County/State/Federal representatives in connection with the programmatic, financial, contracting, and accounting services related to Federal and State regulations.
6. Prepare reports for the State and FEMA as needed.
7. Provide oversight of contractor's billing to ensure that they have invoiced in accordance with their contract and that all costs that are eligible are documented and claimed.
8. Categorize, record, track, and file costs in support of the financial reimbursement process. Track project worksheet status and status of payments from the State.
9. Assist in providing interagency (County/State/Federal) coordination and technical support as well as identifying funding resources that may be available to assist in the long-term recovery process.
10. Work with GLE staff to enable their in-house ability to complete the FEMA worksheets for replacing temporary work with permanent work.

3. Indirect Tasks or Requests

Requests on an "as needed" basis for contract reviews etc.

Required Information in Submittal

1. **Title Page** – Show the name of the respondent's firm, address, telephone number, name of contact person, date and the subject.
2. **Table of Contents** – Include a clear identification of the material by selection and page number.
3. **Cover Letter/Executive Summary/Firm Overview** – The letter must be signed by an individual who is authorized to negotiate terms, render binding decisions and commit the firm's resources. The letter must indicate the legal status of the contractor (sole proprietorship, corporation, etc.) and the year the entity was organized to do business. Provide a brief history and description of your firm's business organization and experience as it relates to the requirements discussed previously. Include the location of offices and the number and types of contractors or other relevant professional staff in each office. Include a discussion of the specific expertise and services that distinguish your firm.
4. **References** – The contractor shall provide at least three references for whom they have provided services similar to those requested within the past five years. The references shall include names, addresses, and telephone numbers of the clients for whom the prior work was performed and include an explanation of the services provided.
5. **Relevant Expertise and Experience** – Provide a narrative statement regarding your consulting experience and experience as it relates to the Scope of Services of the RFP. Additionally, include a statement regarding your understanding of the requirements as outlined in the RFP.
6. **Cost Proposal** – The cost proposal shall identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Include a copy of the firm's travel policy. The evaluation

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process is designed to award this contract not necessarily to the contractor of least cost, but rather to the contractor whose proposal best meets the requirements of this solicitation.

7. **Personnel** – Provide the names, proposed roles, background and experience, current professional licenses, office location and availability of the personnel that would perform contracting services. Specifically identify the primary person who will be responsible for managing the relationship with LCEC.

Required Forms with Submittal

1. **Certification Regarding Debarment, Suspension and Other Responsibility Matters** – The respondent should execute the form found in **Attachment A** to this solicitation.
2. **Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements** – The respondent should execute the form found in **Attachment B** to this solicitation.
3. **Drug-Free Workplace Statement** – Included as **Attachment C** to this solicitation.

Addenda and Supplemental Information

Any and all addenda to the solicitation will be provided to all proposers who receive the initial solicitation and provided contact information to GLE, should it become necessary for GLE to make revisions, request additional information, or respond to written inquiries relating to the solicitation. It is the responsibility of the potential proposers to timely submit contact information to facilitate receipt of addenda and supplemental information requests, if issued.

Any respondent submitting a proposal in response to this solicitation will be deemed to have performed its due diligence on the work requested. Including that the respondent has received, read, and understood any addenda to the solicitation.

Review of Proposal

GLE's designated selection committee will review responses to the solicitation. Selections will be based on completeness of proposals and on which proposals best meet the requirements of this solicitation. GLE reserves the right to reject any or all proposals, to waive irregularities and informalities in any or all proposals and to separately accept or reject any item or bid schedule of the proposal which GLE deems to be in the best interest of GLE. GLE reserves its right to award the contract to other than the lowest priced offeror.

Resulting Contract

While GLE anticipates awarding one contract GLE reserves the right to award contracts to more than one respondent if it is in the best interests of GLE. The issuance of this solicitation does not obligate GLE to award a contract, GLE reserves the right, and has absolute and sole discretion, to cancel this solicitation at any time prior to the execution of a contract.

Term

The initial term of this Agreement shall begin on the Effective Date of this Agreement and shall expire and terminate three (3) years after the date.

Miscellaneous

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Any costs incurred responding to this solicitation are the sole responsibility of the respondent. GLE assumes no responsibility for any such cost incurred. The respondent also agrees that GLE bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process. All materials submitted in response to this solicitation become the property of GLE. GLE has the right to use any or all ideas presented in any response to this solicitation, whether amended or not. Selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

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EXHIBIT B

The Consultant shall take out and maintain throughout the period of this Agreement the following types and minimum amounts of insurance:

- a. General Liability Insurance, with a combined limit of \$1 million for each occurrence and \$3 million in the aggregate.
- b. Automobile Liability Insurance, with a combined single limit of \$1 million for each person and \$3 million for each accident.
- c. Workers' Compensation Insurance in accordance with statutory requirement and Employers' Liability Insurance, with a limit of \$1 million for each occurrence.
- d. Professional Liability Insurance, with a limit of \$1 million annual aggregate, if Consultant is providing professional services as part of the work.
- e. Excess/Umbrellas Liability with a limit of \$5 million.

The Consultant shall, prior to commencing the work, furnish Owner certificates of insurance, as contained in Exhibit I. Such insurance shall not be cancelled or materially altered during the term of this agreement, without (i) thirty (30) days' written notice by Consultant to Owner; and (ii) proof that a substantially similar policy will be in place for the remainder of the term the agreement, without any interruption in coverage. Winning Consultant shall have five (5) days from date of notice of award to provide a Certificate of Insurance ("COI") to Owner via email to arshared@glenergy.com. The COI shall reflect, at a minimum, the amounts required herein, and shall have GLE listed as an Additional Insured Status. GLE, its officers, officials, employee, and volunteers are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including, materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 37 forms if later revision used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects GLE, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by GLE, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to GLE.

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against GLE by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not GLE has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by GLE. GLE may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M Best Rating of A or better at all time during the work; unless otherwise acceptable to GLE.

CONSULTING AGREEMENT

Claims Made Policies (note-should be applicable only to professional liability, see below) If any of the required policies provide claims made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of the contract work.
2. Insurance must be maintained and evidence of insurance must be provided for a least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Consultant shall furnish GLE with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by GLE before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. GLE reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

CONSULTING AGREEMENT

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the Consultant (referred to herein as the “prospective lower tier participant”) is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participants knowingly rendered an erroneous certification, in addition to other remedies to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

CONSULTING AGREEMENT

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award or Project Name

Name and Title

Signature

Date

CONSULTING AGREEMENT

ATTACHMENT B

LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name of Authorized Official

Signature

Date

CONSULTING AGREEMENT

ATTACHMENT C

DRUG-FREE WORKPLACE STATEMENT

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

_____ does:
(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
- 4) In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with that above requirements.

Signature

Print Name

Date

CONSULTING AGREEMENT

ATTACHMENT E

1. **PROPOSAL COMPLIANCE.** If Consultant takes exception to any of the information included in the RFP Documents, such exception must be “red-lined” in the Word files included in the RFP and submitted in Word format with the Consultant’s proposal. **Consultant shall not submit its company standard terms & conditions as response to this section.**
 - ☐ No Exceptions Taken
 - ☐ Exceptions Taken and noted in “red-lined” Word file.
2. **PROPOSAL CHECKLIST.** All of the following must be submitted as part of a compliant bid package:
 - ☐ Completed Consultant’s Proposal, including:
 - ☐ Signed Consultant Attestation
 - ☐ Completed Attachment A: Debarment Certification
 - ☐ Completed Attachment B: Lobbying Certification
 - ☐ Completed Attachment C: Drug Free Workplace Statement
3. **BID AWARD COMPLIANCE.** If awarded this Project, Consultant agrees to provide the following:
 - ☐ Certificate of Insurance in amounts required by the contract with GLE named as additional insured – required within five (5) days of award