REQUEST FOR QUALIFICATIONS – RESIDENTIAL CONTRACTORS CONSULTANT-LED TRACK

Program Description

The City of Milwaukee has received funding through the United States.Department of Energy's (DOE) BetterBuildings grant as part of the American Recovery and Reinvestment Act of 2009 (ARRA). The primary objective of the residential program, as directed by DOE is to achieve at least **15 percent overall energy savings** through energy efficient improvements, including improvements to building shell, mechanicals and appliances. The BetterBuildings grant was established with the following goals:

- Create and maintain jobs
- Reduce US dependency on imported energy sources through increases in energy efficiency and deployment of renewable energy technologies
- Promote economic vitality through an increase in "green jobs"
- Reduce greenhouse gas emissions

With its BetterBuildings funds and various partners, the City of Milwaukee (City) is implementing its Milwaukee Energy Efficiency program (Me^2) to vastly grow the market for residential and non-residential energy efficiency building improvements. The Me^2 program provides an opportunity for approved residential contractors to grow their business with a projected $8.5 million worth of residential construction activity occurring through May 31, 2013.

The Me2 Consultant-Led Track is initiated by a "whole house" assessment by a participating independent Consultant. This independent Consultant identifies energy savings opportunities for eligible customers[1] through the use of prescribed diagnostic tests and equipment and helps the homeowner identify a list of savings measures that the homeowner can have a Participating Contractor (Residential Installation Contractor) submit bids to complete. After installation, the independent Consultant will perform a post-installation assessment of the installations. Typical energy efficiency measures on residential property in this program include attic/roof/floor/sidewall insulation, air sealing, heating, ventilation, air conditioning, hot water system upgrades, and to a lesser extent, windows and doors.

Participating Me^2 contractors will benefit from *a comprehensive marketing campaign to drive demand* for these home energy efficiency upgrades. Key elements of this campaign include:

- Free Energy Advocate assistance who will market the consultant led track portion of the program on the ground and help homeowners through energy efficiency upgrade process. Energy Advocate assistance includes providing basic energy efficiency education to homeowners, changing over some lighting to compact fluorescent light bulbs, installing faucet aerators, assistance with selecting Me^2 participating consultants and contractors, and help with deciding how to finance projects.
- Instant rebates to homeowners who complete a home energy assessment with a Me^2 qualified Consultant.
- Applicable Focus on Energy Home Performance with ENERGY STAR® Program Cash-Back Rewards.
- An affordable loan option so that homeowners can finance energy efficiency upgrades with little or no upfront costs and repay the loan as they save on their energy bills.

[1] An eligible residential customer is defined as a resident homeowner or owner of a residence that is no more than 1-3 units located within the City of Milwaukee, who owns the property in his or her natural name (e.g. not as an LLC, corporation etc.) and is current on his or her property taxes.

- $1,000 grants for select Health and Safety improvements that are necessary for energy efficiency upgrades, such as electrical and mitigation of asbestos and vermiculite.

Me^2 will make available the following services and support to its Particiapting Contractors:

- Promotion in program marketing.
- Listing on the Me^2 website, www.smartenergypays.com. Homeowners must select contractors from this list to be eligible for Me^2 financial incentives.
- Affiliation with Home Performance with ENERGY STAR and access to Home Performance with ENERGY STAR marketing toolkit.
- Quality assurance and quality control with prompt feedback to ensure adherence to high installation standards.
- Access to program implementers for prompt response to program issues.

Request for Qualifications[2]

Wisconsin Energy Conservation Corporation (WECC), on behalf of the City, is requesting qualifications of contractors that would like to provide services to homeowners as part of this program. This qualification process will identify contractors with licenses, training, insurance, and professional skills required to provide energy efficiency improvement services to participating homeowners within the City's geographic limits. The objectives of the qualifications are to:

- Approve contractors that have knowledge and understanding of practical solutions to improving residential homes' energy efficiency performance with a commitment to customer service and the ability to maintain community working relationships.
- Inform homeowners of these approved “Participating Contractors” because homeowners must select contractors from the Participating Contractor list to be eligible for Me^2 incentives and financing.
- Provide a practical framework to promote energy efficiency options to homeowners.
- Facilitate the Me^2 program and its execution in a timely and consistent manner.
- Identify contractors who are committed to the economic vitality of the City of Milwaukee as reflected in a Community Workforce Agreement approved by the Mayor and the Milwaukee Common Council.

As part of the Me^2 program, the City has adopted a Community Workforce Agreement (CWA). Consistent with federal guidance of the American Recovery and Reinvestment act, this CWA promotes local hiring of City of Milwaukee residents and sound labor practices. The provisions of the CWA are fully incorporated into this Request for Qualifications (RFQ). As part of the CWA, contractors must agree to the terms of the CWA and document compliance.

Homeowners will only be eligible for Me^2 incentives or loan funds if their home energy assessments have been performed by a Me^2 approved Consultant and the work has been completed by Me^2 Participating Contractor(s), pursuant to the specifications identified in this RFQ. Select Me^2 financial incentives will be paid to the homeowner. The Participating Contractors will work directly for the homeowners and receive payment only from them or the approved Me^2 lending agency. There will be no contractual or fiduciary relationship between WECC and Participating nor between the City and Participating Contractors. Participating Contractors are not guaranteed any minimum amount of work or fees.

[2] NOTE: Requirements included in this Request for Qualifications are subject to change. WECC and the City will notify all current Participating Contractors of any changes 30 days before any change(s) become effective.

Labor Standards

To be approved, contractors must agree to the following labor standards. The labor standards cover positions related to the construction trades, including but not limited to electricians, insulation installers, laborers, HVAC mechanics, plumbers, and solar installers.

1. Resident Preference Program (RPP). On Me^2 program energy efficiency retrofit work, contractors shall agree to utilize UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the city of Milwaukee in a minimum amount equal to the percentage of WORKER HOURS set forth in this paragraph. Forty percent (40%) of the sum total of WORKER HOURS performed on Me^2 program work by each contractor must be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the city of Milwaukee. Contractors must submit a city resident utilization plan detailing how the level of required participation will be achieved once the first project has been awarded.

   The contractor, prior to commencing work as a Participating Contractor for the Me^2 program, shall submit an affidavit(s) Form I with proof of residency for all employees utilized by the contractor and subcontractors to meet the RPP requirements, stating that each employee is either UNEMPLOYED or UNDEREMPLOYED and is a RESIDENT of the City and/or a plan to recruit and employ workers under the RPP program requirements. Participating Contractors shall prepare and submit accurate and timely resident utilization forms and reports to WECC. Contractors are required to submit their employee labor hours and wages to WECC within ten (10) days of project completion. WECC will provide an electronic submission platform for contrctors to meet this requirement. Failure to submit the required forms and reports to WECC will result in removal from the Participating Contractor list.

   Participating Contractors shall maintain, and shall ensure that all subcontractors maintain, personnel records listing the name and address of all employees utilized for each Me^2 program contract and any records demonstrating that the employees utilized by the contractor to meet the RPP are RESIDENTS. These records shall be maintained for one (1) year after completion of work and shall be made available to WECC upon reasonable notice. RPP definitions include:

   i) RESIDENT. A person who maintains his or her place of permanent abode in the City of Milwaukee. Domiciliary intent is required to establish that a person is maintaining his or her place of permanent abode in the city. Mere ownership of real property is not sufficient to establish domiciliary intent. Evidence of domiciliary intent includes, without limitations, the location where a person votes, pays personal income taxes, or obtains a driver's license.

   ii) UNEMPLOYED or UNDEREMPLOYED. A RESIDENT that has worked less than 1,200 hours in the preceding 12 months or has not worked in the preceding 30 days or, regardless of employment status, has household income at or below the federal poverty guidelines as adjusted in the following table:

Household Size	Yearly	Monthly	Twice per month	Every 2 weeks	Weekly
1	20,147	1,679	$840	$775	$388
2	27,214	2,268	1,134	1,047	524
3	34,281	2,857	1,429	1,319	660
4	41,348	3,446	1,723	1,591	796
5	48,415	4,035	2,018	1,863	932
6	55,482	4,624	2,312	2,134	1,067
7	62,549	5,213	2,607	2,406	1,203
8	69,616	5,802	2,901	2,678	1,339
For each add'l household member add	7,067	589	295	272	136

iii) A RESIDENT will continue to qualify as unemployed or underemployed for five (5) years from the date he or she first participates on a Me^2 program project. If a RESIDENT becomes an apprentice for a contractor or becomes a participant in an on-the-job training program immediately after or in the course of performing on a particular construction contract, he or she shall continue to qualify as unemployed or underemployed for a period not exceeding five (5) years from the date the person became an apprentice or participant in such on-the-job training program.

iv) WORKER HOURS. Defined as the total hours worked on a Me^2 program contract by skilled and unskilled trade workers, whether those workers are employed by the contractor or any subcontractor. Worker hours includes work performed by persons filling apprenticeships and participating in on-the-job training programs and excludes the number of hours of work performed by all non-Wisconsin residents.

For access to trained and qualified workers from the City or to have a Form 1 notarized,, contractors may contact WRTP/Big Step, located at 3841 West Wisconsin Avenue, Milwaukee, WI 53208. Telephone 414-342-9787, fax number 414-342-3546 .

The (affidavit) Form 1 document can be found on the Contractor page at www.smartenergypays.com. If the prime contractor has problems in meeting the residency requirements or if any other problems relative to residency participation arise during the completion of this project, the prime contractor shall immediately contact WECC.

2. Proper Classification of Employees. Particiapting Contractors shall utilize only employees to perform work on a Me^2 project, rather than independent contractors, temporary workers (except for those workers hired through an approved staffing agency as outlined below), or any other individuals holding non-employee status. Participating Contractors shall classify all workers performing work on Me^2 projects as employees of the company and pay appropriate taxes, unemployment insurance, workers compensation, and other benefits as required by law. General contractors may contract with subcontractors to perform work on Me^2 projects, provided that those subcontractors are also participating Contractors under the Me^2 program. Participating Contractors may utilize workers as needed from trade staffing agencies that have been approved by WECC and the City. Workers hired from these approved trade staffing agencies must meet the training requirements cited within this agreement and must be RPP certified.

3. Wages. On Me^2 residential projects of owner-occupied 1-3 unit homes, Participating Contractors shall pay wages to their employees performing work at a minimum wage rate of $17 per hour (wage rate plus deferred compensation/pension costs). For residential projects in non-owner occupied buildings, or properties in which the building title is held by an entity toher than an individual (company, corporation, limited liability company, etc.), Davis Bacon Wages are required.

4. Safety Trained Workforce. Participating Contractors shall utilize a safety-trained workforce in which all on-site workers have completed an OSHA 10-hour safety course and an Environmental Hazard Awareness Course within 45 days of the signing of this Agreement. As applicable, contractors shall comply with State of Wisconsin laws regarding Lead Renovator and asbestos training and certification for their workforce.

5. Certified/Accredited Workforce. Within 90 days of the first available training, at least one employee on each crew performing the installation services under this track is certified as a Building Performance Institute (BPI) Residential Building Envelope Whole House Air Leakage Control Installer (RBE-WHALCI) or a comparable LiUNA certification such as Weatherization Trained installer. Within six (6) months of the Participating Contractor being qualified to participate in this program, all employees performing on-site work on Me^2 projects shall be BPI RBE-WHALCI or LiUNA trained and certified, or have been certified by an IREC accredited training agency.

Qualifications Requested
Contractors that would like to be approved to participate in the Me^2 program are requested to provide proof of qualification for program participation to WECC.

All contractors must provide the following:

- A signed Me^2 Program Request For Qualifications Response Form attached as *Appendix A* to this RFQ.
- A signed Me^2 Program Contractor Participation Agreement attached as *Appendix B* to this RFQ.
- Notarized Form 1 documents for all RPP eligible employees or a 250 word or less plan on meet the RPP requirement once the first project is awarded.
- Documentation of each worker's OSHA 10-Hour safety training certification, such as a photocopy of each worker's certification card or a statement that all construction workers will receive this training within 45 days of of the signing of this Areement.
- If certified, provide proof of Lead Safe and/or Asbestos certification (lack of certification will not categorically exclude the contractor from the program, but may limit the opportunity in many homes).
- *Building shell contractors only* – documentation of employee certification as a BPI-WHALCI or LiUNA Weatherization Training or a statement that at least one employee on each crew will have such certification within 90 days of the first available training and that within six (6) months of the signing of this Agreement all employees on-site will be trained and certified.

Notice of the following are required and will be considered as grounds for rejection of application:

- Any suspension or revocation of licenses over the past three (3) years.
- Contractors and their subcontractors who are listed on the federal Excluded Parties List System (https://www.epls.gov/) or the Wisconsin Department of Workforce Development Consolidated List of Debarred Contractors will not be approved.
- Contractors must maintain a "satisfactory" or no rating with the Better Business Bureau.

WECC, on behalf of the City, reserves the right, in its sole discretion, to determine participation, reject any and all requests, as it is deemed by WECC to be in the best interest of the program, and may also negotiate any of the details of requests prior to determination.

Submitted requests will be reviewed initially by WECC to determine if all general qualification requirements are met. Failure to meet all such qualifications may result in rejection of the request. In the event that contractors do not meet one or more of the qualifications, WECC reserves the right to continue the evaluation of the request, request additional information, and to determine participation based on its full evaluation. Me^2 reserves the right to modify to listing order to better promote contractors with a record of successful post-completions and customer satisfaction.

All contractors who respond to this RFQ will be notified in writing, via the email address of the primary contact, of WECC's determination. Company information of participating contractors, as presented through their request, will be included on a Participating Contractor reference list on the Me^2 program website.

Contractors submitting a request waive any right it may have to bring any claim, whether in damages or equity, against WECC, the City, or any of their respective employees, directors, officers, agents, or contractors, with respect to any matter arising out of any process associated with this RFQ.

Me^2 PROGRAM REQUEST FOR QUALIFICATIONS RESPONSE FORM

Contractors interested in providing services through the Me^2 program must fill in this form and attach additional documentation as outlined in the previous "Qualifications Requested" section of the Request for Qualifications solicitation document. The materials should be submitted electronically to cindym@weccusa.org, fax or mail to the address below:

Wisconsin Energy Conservation Corporation
ATTN: Cindy Moubry
431 Charmany Drive
Madison, WI 53719
Phone: 608/729-6833 Fax: 608/237-2094

GENERAL INFORMATION

CONTRACTOR INFORMATION:			
Contact Name:		Title:	
Company Name:		Phone:	( )
Address:		Fax:	( )
City/State/Zip:		E-mail:	
County:		Website:	
Dun and Bradstreet (DUNS) Number:		Business License#:	
Business Classification:	☐ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Other	Tax Identification Number: ☐ FEIN: __ __ - __ __ __ __ __ __ __ ☐ Social Security #: __ __ __ - __ __ - __ __ __ __	

CONTRACTOR EMPLOYEE INFORMATION:			
Sales & Marketing	Full Time:	Part Time:	
Administrative Support	Full Time:	Part Time:	
Executive	Full Time:	Part Time:	
Energy Efficiency Installation	Full Time:	Part Time:	RPP Certified:
Other	Full Time:	Part Time:	
Total Number	Full Time:	Part Time:	

NOTE: This information will be used as a baseline for reporting requirements related to jobs creation that accompanies this grant. Contractors will be asked to update this information as often as monthly. This will not be considered in the determination of contractor qualification.

QUALIFYING INFORMATION

Focus On Energy Affiliations

_____ Home Performance With ENERGY STAR Program Ally

_____ Efficient Heating and Cooling Contractor

_____Photovoltaic Installer

_____Solar Hot Water Installer

Program Components - please designate which of the following services you are agreeing to provide, designate whether your company/employees will be providing the service or a subcontractor and provide subcontractors name (must be a Participating Contractor).

Check All that Apply	Service	Performed by Employee or Subcontractor	If Subcontractor, enter Business Name
	Energy Efficient Lighting Renovation		
	ENERGY STAR Windows and Doors		
	Building Shell/Air Sealing Insulation		
	HVAC		
	Hot Water Heaters/Tanks*		
	Plumbing Services*		
	Electrical		
	Solar Electric		
	Solar Hot Water		
	Other (specify)		

**Any employee or subcontractor performing hot water heater installations or other plumbing services must do so under the direction of a licensed master plumber.*

I have attached the necessary qualification documents as outlined in "Qualifications Requested."

I hereby certify that as _____ of the above named firm, I am authorized to submit this proposal and all above information is true and correct to the best of my knowledge.

Name: _____

Title: _____

Signature:_____

Date: _____

APPENDIX B - Me^2 PROGRAM RESIDENTIAL INSTALLATION CONTRACTOR PARTICIPATION AGREEMENT

Introduction

The Me^2 program is being offered by the City of Milwaukee and its partners to eligible residential customers[3] to help them reduce their energy use. Me^2 program incentives will be paid by the relevant partner directly to the resident or contractor, as appropriate, following proper installation of qualifying measures by Participating Contractors.

Participation Requirements[4]

Participating Contractors acknowledge and agree that they will:

1. Utilize only employees to perform work on a Me^2 project, rather than independent contractors, temporary workers (except for those workers hired through an approved staffing agency as outlined below), or any other individuals holding non-employee status. Participating Contractors shall classify all workers performing work on Me^2 projects as employees of the company and pay appropriate taxes, unemployment insurance, workers compensation, and other benefits as required by law. General contractors may contract with subcontractors to perform work on Me^2 projects, provided that those subcontractors have applied for and been approved to be a Participating Contractor for the Me^2 program. Participating Contractors may utilize workers as needed from trade staffing agencies that have been approved by WECC and the City. Workers hired from these approved trade staffing agencies must meet the training requirements cited within this agreement and must be RPP certified.
2. Participating Contractor agrees that a minimum amount of forty percent (40%) of the sum total of WORKER HOURS performed on Me^2 projects by each contractor must be performed by workers who meet the criteria. The contractor must submit an affidavit on Form I with proof of residency for all employees utilized by the contractor and subcontractors to meet the RPP requirements or a plan for meeting the RPP requirement once the first project has been awarded. This provision applies to construction trades only.
3. On Me^2 residential projects of owner occupied 1-3 unit homes, contractors shall pay wages to their employees performing work at a minimum wage rate of $17 per hour (wage plus deferred compensation/pension costs). This provision applies to construction trades only.
4. Utilize a safety-trained workforce in which all on-site workers have completed an OSHA 10-Hour safety course and an Environmental Hazard Awareness Course within 45 days of the signing of this Agreement. As applicable, contractors shall comply with State of Wisconsin laws regarding Lead Renovator and asbestos training and certification for their workforce.
5. Within 90 days of the first available training, at least one employee on each crew performing the installation services under this track must be certified as a Building Performance Institute (BPI) Residential Building Envelope Whole House Air Leakage Control Installer (RBE-WHALCI) or a comparable LIUNA certification such as Weatherization Trained installer. Within six (6) months of the Participating Contractor being qualified to participate in this program, all employees performing work on Me^2 projects shall be BPI RBE-WHALCI or LiUNA trained and certified.
6. Remain knowledgeable on the Me^2 program specifications and processes governing each program component for which the Participating Contractor is providing services.
7. Comply with historic preservation guidelines in effect for Me^2. No work may begin on any home that is listed in the Wisconsin Historical Society AHI database without prior approval from WECC's

[3] An eligible residential customer is defined as a resident homeowner or owner of a residence that is no more than 1-3 units located within the City of Milwaukee, who owns the property in his or her natural name (e.g. not as an LLC, Corporation, etc.) and is current on his or her property taxes.

[4] NOTE: Requirements included in this Request for Qualifications are subject to change. WECC and the City will notify all current Participating Contractors of any changes 30 days before any change(s) become effective.

Compliance Officer. No work may be completed under Me^2 that will adversely affect properties that are listed in or are eligible for listing in the National Register of Historic Places Appendix A and B of the Programmatic Agreement (see pages 9-15) found at: http://www1.eere.energy.gov/wip/pdfs/state_historic_preservation_programmatic_agreement_wi.pdf will be used to identify work or 'undertakings' that do not have the potential to cause effects on historic properties. In addition, all exterior work requiring a building permit in locally designated historic districts must receive a Certificate of Appropriateness (COA) from the local historic preservation office for permission to alter a historic building before construction can begin. All work shall be done in a manner that will not harm or damage the historic character. For example, vinyl windows may not be installed on locally designated historic buildings, and HVAC venting may not protrude from the street-facing façade of the structure.

8. Contractors are prohibited from discharging, demoting or otherwise discriminating against any employee who discloses what the employee reasonably believes is evidence of gross mismanagement or gross waste of ARRA funds, a substantial danger to public health or safety relating to the use of ARRA funds, or any violation of law, rule or regulation related to the ARRA funds as stated in the Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009.
9. ARRA funds cannot be expended, directly or indirectly, on any structure with a swimming pool unless explicitly allowed by US DOE program guidance.
10. Promote Me^2 and any available Focus on Energy incentives and financing mechanisms to customers as a part of contractor sales and marketing efforts.
11. Maintain active status as a Focus on Energy Home Performance with ENERGY STAR Program Ally.
12. Apply for all necessary construction permits before construction commences. Electrical, plumbing, and HVAC contractors are required to pull their permits on-line via ePermits. http://www.mkedcd.org/permits/
13. Allow quality control of each completed job by an Independent Contractor or WECC staff acting on behalf of the Program and random field inspections of work performed or being performed under this Agreement in order to maintain the quality standards sought by this Program.
14. Contractors will be required to submit a business Waste Management Plan upon program approval (template will be provided).
15. Participating Contractors shall prepare and submit accurate and timely resident utilization forms to WECC and report hours and wages within ten (10) days following completion of work in a format provided by WECC. The reports shall identify the name, work classification, RPP status, and hours worked of all employees utilized on the Me^2 project by the contractor and all subcontractors.
16. Receive payment directly, when applicable, from the approved Me^2 lending institution.
17. Pay any and all subcontractors employed as a part of the program in a timely manner.
18. Provide new contact information within 10 days of any change.
19. Treat Me^2 program participants fairly, responsibly and provide quality, on-time service.
20. Re-submission of up to date qualification documents within 10 days of any change.
21. Contractors shall agree to maintain and provide access to records to verify compliance with all provisions contained within this Agreement, including compliance with the labor standards enumerated above. At any time during normal business hours and as often as WECC or the City, or if federal or state grants or aids are involved, as the appropriate state or federal agency may deem necessary, there shall be made available to WECC or the City for examination all of the contractor's or subcontractor's records with respect to the matters covered by this Agreement and the contractor or subcontractor shall permit WECC or the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
22. Abide and conform to all applicable laws and maintain all applicable licenses required by the federal, state or local authority where the work is to be completed. In addition, contractor agrees to abide by all applicable regulations, rulings, proclamations, statutes, and building codes of all government bodies having jurisdiction.

23. Maintain levels of insurance as outlined below. Provide WECC with a certificate of insurance upon program approval.
    - Workers' Compensation Insurance for Contractor's employees to the extent of statutory limits.
    - Commercial General Liability Insurance as applicable to Contractor's obligations under this Contract with minimum limits of:
      Personal Injury - $1,000,000 per occurrence
      Bodily Injury and Property Damage – $1,000,000 per occurrence
    - Automobile Liability Insurance which applies to any automobile Contractor owned, hired or rented, used in the work performed with minimum limits of $1,000,000 per person and per accident.
    - WECC and the City of Milwaukee shall be named as certificate holder and additional insured.
24. Provide any and all labor, resources, and quantity (ies) of materials and products necessary to complete the job as specified in contractor's bid, at no additional cost to the homeowner. Contractor is responsible for the costs of any and all indemnification, staffing, resources, products, and materials that are incurred by the homeowner as a result of the work performed under this contract and are not specifically itemized in the bid and/or change order(s).
25. Visit the site and warrant that all work, materials, and products provided have been performed as specified given the existing conditions of the site. This warranty will be provided in writing to the homeowner and will provide that all work performed under this contract will be free from defects in materials and workmanship for a period of one (1) year from the date of payment authorization and to also assign all longer contractor and material warranties to the homeowner. All warranty documents shall be provided and explained to the homeowner at completion of the work. If a warranty claim is made by the homeowner wthin the one (1) year warranty period, the contractor will endeavor to resolve the claim to the homeowner's satisfaction within ten (10) business days of receiving the claim.
26. All products and materials will be installed in accordance with manufacturer recommendations and instructions. Any manufacturer warranties for workmanship and/or materials that are compromised and/or voided as a result of work performed by the contractor will become the responsibility of the contractor.
27. Assign only trained, qualified, and licensed (where applicable) personnel to perform work. The work will be completed in a timely and professional manner that meets or exceeds currently accepted performance standards of the industry.
28. Execute a written agreement with the homeowner prior to commencement of the delivery of services, incorporating all terms and conditions set forth in both this Agreement and the contractor's bid. At the time of partial or final payment, provide lien waivers to homeowners upon request.
29. Abide by legitimate marketing and sales practices in accordance with applicable federal, state, and local laws and regulations.
30. Contractor agrees to make remedy to any project that does not pass the post-inspection as a result of contractor not furnishing/installing the proper equipment or completing the measures as outlined in the contractors bid which should reflect the recommendations in the pre-assessment report.
31. Perform a combustion safety test and provide the results of that testing to the program in a format provided by WECC.
32. The Me^2 Program reserves the right to post a rating score for each Contractor on the Participating Contractor list included on the Me^2 program website based on information provided by homeowners regarding their level of customer satisfaction.
33. Contractor agrees to receive financing payment from Summit Credit Union only after completion of the project and upon approval of the homeowner and the consultant. A provision has been made for Summit Credit Union to release up to 30% of estimated project cost to the Contractor as working capital upon request.

34. Contractor will abide by the following response times:
    a. Respond to a customer's request within two (2) business days.
    b. Contractor will provide a written estimate upon request by the homeowner within five (5) business days.
    c. Contractor will complete the portion of the project assigned to them within five (5) business days of starting unless a longer time period is clearly detailed in the contractor agreement with the homeowner.
35. WECC reserves the right to develop an action plan, which may include (but is not limited to) requiring additional workers to receive BPI certification, supervised "training jobs", or other corrective actions as well as removal from the program, any contractor whose work doesn't meet the recommendations as stated in the Consultant's report and requires the Consultant to return to repeat the post-inspection three (3) or more times on any project or combination of Me^2 projects.
36. The bid or estimate provided by any contractor shall directly coincide with the Me^2 Scope of Work generated by the Consultant or, in the case where the contractor is acting in the Consultant capacity, the Me^2 Scope of Work as submitted by that contractor to WECC for approval. Any exceptions or additions must be addressed specifically in the bid and confirmed by the Consultant or Participating Contractor acting in the consultant capacity, that the changes would not compromise the overall scope of work or customers ability to receive incentives.

Maintenance of Records
The Participating Contractor shall keep, maintain, and preserve at its principal office throughout the term of Me^2 projects and for a period of three (3) years after the end of the project full and detailed books, accounts, and records pertaining to the performance of the project, including without limitation, all bills, invoices, payrolls, contracting efforts and other data evidencing, or in any material way related to, the direct and indirect costs and expenses incurred by the Participating Contractor in the course of such performance.

However, if any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit finding involving the records has been resolved.

Independent Contractor Status
The Particiapting Contractor is an independent contractor under the Me^2 program and will work directly for the homeowners, receiving payment only from them or the Me^2 approved financial institution(s). The Participating Contractor acknowledges and agrees that participation is in no way to be construed or presented as an endorsement of the Participating Contractor's work or qualifications. There will be no contractual or fiduciary relationship between WECC, the City, or its partners. Participating Contractors are not guaranteed any minimum amount of work or fees. The Me^2 program participant is solely responsible for arrangements for scheduling, payment, and the results of any work performed by the Participating Contractor.

Indemnification of WECC and the City
The Participating Contractor shall pay on behalf of or indemnify and hold harmless WECC, City Government, and each of the partners, from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Particiapting Contractor arising out of or in any way connected with the Participating Contractor's performance or failure to perform as a part of this program.

Term
The provisions of this Agreement are effective from the date of signature through May 31, 2013 unless otherwise amended or revoked.

By my signature, my company agrees to participate in the Me^2 program and provide all services and measure installations in accordance with program guidelines, standards, and procedures as well as the terms of this Agreement.

AGREED TO BY:

Signature: _____

Print Name: _____ Title: _____

Company Name: _____ Date: _____

WITNESS:

Print Name: _____

Signature: _____ Date: _____