

REQUEST FOR QUALIFICATIONS – CONSULTANT

Program Description

The City of Milwaukee has received funding through the Department of Energy's (DOE) BetterBuildings Neighborhood Program grant as part of the American Recovery and Reinvestment Act of 2009 (ARRA). The primary objective of the residential program, as directed by the U.S. Department of Energy (DOE), is to achieve **at least 15 percent** overall energy savings in total home energy usage 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

The Me² program offers two ways, or tracks, for the consultant to participate in the program:

- Consultant led track. In this track a consultant provides an independent, third party energy assessment of a home and makes recommendations based on occupant safety, building durability, and energy savings following Building Performance Institute (BPI) guidelines. Incentive levels are based on the energy savings of the measures. If a Consultant recommends a specific contractor under this track, the Consultant shall provide the homeowner a signed written statement if the Consultant is affiliated with the recommended contractor (e.g. a RESNET disclosure) prior to the homeowner signing any agreement for work with the contractor and maintain a copy of the disclosure for the Consultant's records under this Agreement. Failure to provide a required disclosure will result in prompt termination of the Consultant from the the Me² program.
- Contractor- led track. In this track the consultant is an employee or sub-contractor of a Me² Participating Contractor. The Participating Contractor provides an energy assessment of a home following Building Performance Institute (BPI) guidelines. Incentive levels are based on the energy savings of the measures. In this track, the homeowner must be advised in a signed written disclosure by the Consultant (e.g. provide a RESNET disclosure) that there is an affiliation between the Consultant and Contractor prior to the initial assessment and maintain a copy of the disclosure in the Consultant's records under this Agreement. Failure to provide a signed written disclosure will result in prompt termination of the Consultant from the Me² program.

Request for Qualifications

Me² is requesting qualifications of Consultants that would like to provide services to homeowners as Me² Participating Consultants under the Consultant-led program. This qualification process will identify Consultants 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 qualification are as follows:

- Identify Consultants that have knowledge and understanding of practical solutions to improving residential homes' energy efficiency performance.
- Provide a practical framework to promote energy efficiency options to consumers.
- Facilitate the Me² program and its execution in a timely and consistent manner.
- Create local awareness and understanding of the need to make energy efficiency improvements.
- Inform homeowners of the pool of industry professionals with a commitment to customer service, as well as the ability to develop and maintain community working relationships.
- Streamline home energy assessment data collection and reporting for homeowners procedures.

Consultants that would like to be approved to participate in the Me² program are requested to provide proof of qualification¹ for program participation. Consultants are not guaranteed any minimum amount of work or fees.

Customer Incentives and Financing

Homeowners for the Me² program will be eligible for tiered Me² program incentives ranging from \$1,000 to \$2,000 depending on the level of total home energy saved (see www.smartenergypays.com) and may be eligible for additional incentives from Me² and other programs such as the Focus on Energy program. (For more information on available incentives from Focus, visit www.focusonenergy.com/Incentives/Residential/).

Program customers are also eligible to apply and, if pre-approved, eligible to use Me² program financing from the Me² program financing partner Summit Credit Union to pay for their project. The customer can finance the required measures, if at least \$1,000 in total cost, and will also be able to finance other qualified improvements such as ENERGY STAR® windows and doors after the minimum necessary insulation, air sealing, ventilation and other eligible energy efficiency work, as identified by the Independent Consultant reasonably expected to achieve a 15% reduction in total energy usage, has been installed or performed. The loan funds are directly disbursed to the contractor.

For more information on the Me² residential program customer financing program visit www.summitcreditunion.com/milwaukee_energy_efficiency_loans.html.

The program also offers a Consultant a \$75 fee for meeting with the participating homeowner and the homeowner's selected contractor to install the work prior to the commencement of installation. This is a voluntary undertaking and is different from the meeting/consultation with a participating homeowner to discuss the assessment report provided to the homeowner which is included in the assessment cost agreed to by the Participating Consultant.

Qualifications Requested

Consultants that would like to be approved to participate in the Me² program are requested to provide the following as proof of qualification for program participation to WECC:

- A signed Me² Program Request For Qualifications Response Form attached as *Appendix A* to this RFQ.
- A signed Me² Program Consultant Participation Agreement attached as *Appendix B* to this RFQ.
- A signed Me² Program Consultant Confidentiality Agreement attached as *Appendix C* to this RFQ.

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

- Any suspension or revocation of licenses over the past three (3) years.
- Consultants 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 or
- Have previously been disqualified from participation in the Me² or a similar program
- Consultants who do not hold 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. Neither WECC or the City of Milwaukee will reimburse proposers for any expenses associated with the submitting of this RFQ.

¹ NOTE: Requirements included in this Request for Qualifications are subject to change. WECC will notify all current, participating Consultants of any changes 30 days before any change(s) become effective.



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. All Consultants who respond to this RFQ will be notified in writing, via the email address of the primary contact, of WECC's determination.

Consultants 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.



APPENDIX A - Me2 PROGRAM REQUEST FOR QUALIFICATIONS RESPONSE FORM

Consultants interested in providing services through the Me² program must complete this form and attach additional documentation as outlined in the previous "Qualifications Requested" section of the RFQ 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

CONSULTANT INFORMATION:			
Contact Name:		Title:	
Company Name:		Phone:	()
Address:		Fax:	()
City/State/Zip:		E-mail:	
County:		Website:	
Dun and Bradstreet (DUNS) Number		License Number:	
Business Classification:	<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Tax Identification Number:	
		<input type="checkbox"/> FEIN ____ - _____ <p style="text-align: center;">OR</p> <input type="checkbox"/> Social Security # ____ - ____ - _____	

FULL SERVICE OR PRIME CONTRACTOR EMPLOYEE COUNT INFORMATION:			
Sales & Marketing	Full Time:	Part Time:	
Administrative Support	Full Time:	Part Time:	
Executive	Full Time:	Part Time:	
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. Consultants will be asked to update this information as often as monthly. This will not be considered in the determination of contractor qualification.



QUALIFYING INFORMATION

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

I hereby certify that as _____ of the above named firm, and on behalf of the team members that 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 - Me²PROGRAM CONSULTANT PARTICIPATION AGREEMENT

Introduction

The Me² program is being offered by the City of Milwaukee and its partners to eligible homeowners² to help them reduce their energy use. Program incentives will be paid by the relevant partner directly to the resident or consultant, as appropriate.

Participation Requirements³

Consultants hereafter "Participating Consultants", acknowledge and agree that they will:

1. Be an existing Focus on Energy Home Performance with ENERGY STAR Program Consultant in good standing.
2. Remain knowledgeable on the Me2 program specifications and processes governing each program component for which the Participating Consultants providing services.
3. Promote Me² and Focus on Energy incentives and financing mechanisms to customers as a part of their sales and marketing efforts.
4. Agree to have their business names put on a list and allow Energy Advocates to randomly select them for homeowners, should the homeowner choose this process.
5. Return homeowner calls or emails within two (2) business days.
6. Provide assessment or post test within ten (10) business days.
7. Provide disclosure form to homeowners, if applicable.
8. Use program templates and data collection forms where applicable.
9. Consultant shall agree to perform the pre- and post-assessment based on the pricing structure listed below for any Me² project:
 - o \$400 for eligible single family, detached homes, of which \$300 will be offered as an instant rebate.
 - o \$675 for eligible 2 - 3 unit buildings, of which \$500 instant rebate on the home energy assessment.
10. Where the Consultant is subcontracted by a Participating Contracting through the Contractor-led track, Consultants agree to receive payment directly from the Contractor and that a homeowner shall be informed prior to an initial assessment that the Consultant and Contractor are affiliated.
11. In the Consultant-led path, every attempt should be made to schedule an Energy Advocate to attend the pre-assessment in order to eliminate multiple visits that require the homeowner to be present. When a Consultant is subcontracted with through the Contractor-led program, Energy Advocates are not involved in the assessment process.
12. Within five (5) business days of completing the pre-assessment, deliver the detailed report and project scope of work to WECC for that home at ratings@weccusa.org.
13. Within five (5) business days of completing the post-assessment, provide a report on any issues in the scope of work to WECC at ratings@weccusa.org and the contractor for that home.
14. If re-work is required based on a failed post-assessment, the same timing requirements listed above shall apply for the second round of post testing.
15. Provide new contact information within ten (10) days of any change to cindym@weccusa.org.
16. Treat Me2 program participants fairly, responsibly and provide quality, on-time service.
17. If a Consultant recommends a specific contractor to perform work under the Consultant-led Track to a homeowner, he or she must provide a signed written disclosure to the homeowner that the

² An eligible residential customer is defined as a is 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.

³ NOTE: Requirements included in this Request for Qualifications are subject to change. WECC and the City will notify all current Participating Consultants of any changes 30 days before any change(s) become effective.

Consultant has an affiliation with that contractor at the time the recommendation is made. Failure to provide a timely signed written disclosure as required in the Consultant or Contractor-Led track shall immediately result in the termination of the Consultant's ability to participate in the Me² program. Contractor under either the Consultant or Contractor-Led track shall maintain a copy of such a disclosure in his or her records under this Agreement.

18. Re-submission of up to date qualification documents within ten (10) days of any change.
19. Have proficiency using Microsoft Word, Excel, and Outlook (or equivalent software). Be able to communicate with WECC, Focus on Energy, and Me² program staff via telephone and email.
20. Consultants shall agree to maintain and provide access to records to verify compliance with all provisions contained within this Agreement 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 consultants records with respect to the matters covered by this Agreement and the consultant 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.
21. 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, consultant agrees to abide by all applicable regulations, rulings, proclamations, statutes, and building codes of all government bodies having jurisdiction.
22. 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.
23. Abide by legitimate marketing and sales practices in accordance with applicable federal, state, and local laws and regulations.
24. Allow for QA/QC follow up by WECC staff or independent building analyst.

Maintenance of Records

The participating Consultant shall keep, maintain, and preserve at its principal office throughout the term of Me² 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 Consultant 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 participating Consultant is an independent contractor under the Me² program and agrees that participation is in no way to be construed or presented as an endorsement of the participating Consultant's work or qualifications. There will be no contractual or fiduciary relationship between WECC,



the City, or its partners. Participating Consultants are not guaranteed any minimum amount of work or fees.

Indemnification of WECC and the City

The participating Consultant shall pay on behalf of or indemnify and hold harmless WECC, the City of Milwaukee, and their respective employees, officials, officers and agents 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 participating Consultant arising out of or in any way connected with participating Consultant'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 Me² program and provide all services and in accordance with program guidelines, standards, and procedures as well as the terms of this Agreement.

AGREED TO BY:

Signature: _____

Date: _____

Print Name: _____

Title: _____

WITNESS:

Signature: _____

Date: _____

Print Name: _____

Title: _____

APPENDIX C - Me² PROGRAM CONSULTANT CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (hereinafter, "Agreement"), with an effective date of January 1, 2012 ("Effective Date") is made by and between Wisconsin Energy Conservation Corporation (hereinafter referred to as WECC) with its business address at 431 Charmany Drive, Madison, Wisconsin, 53719, and independent consultant, _____ (hereinafter referred to as Recipient) with its business address at _____.

Whereas, as a **Me2 Program Participating Consultant** for WECC, Recipient shall have access to Confidential Information, contractor and customer information of WECC.

Now, therefore, in consideration of the mutual promises in this Agreement, the parties agree as follows:

1. Definitions

For the purposes of this Agreement, the following words shall have the following meanings:

"WECC" means Wisconsin Energy Conservation Corporation, and its affiliates, or their successors.

"Confidential Information" means information (i) disclosed to or known by the Recipient as a consequence of or through Recipient's contract with WECC. "Confidential Information" shall include all customer and client information, software, and other data or information (and any tangible evidence, record or representation thereof), whether prepared, conceived, or developed by an employee of WECC or the Recipient, including, but not limited to any and all customer information such as: name, energy use, address, phone number, condition of home, improvements needed, improvements completed. Notwithstanding the foregoing, the term "Confidential Information" shall not apply to materials or information which WECC has voluntarily disclosed to the public without restriction or which has otherwise lawfully entered the public domain.

2. Confidential Information of WECC

2.1 No Unauthorized Disclosure or Use

While under contract with WECC and thereafter, Recipient shall not, directly or indirectly, use or disclose to anyone outside of WECC any Confidential Information other than pursuant to Recipient's fulfillment of their obligations and duties in achieving the goals outlined in their WECC Consultant Participation Agreement. If the Recipient is an organization that employs more than one individual, Recipient may disclose Confidential Information to their employees, agents or advisors, only on a need-to-know basis, and only if such person has signed a confidentiality agreement substantially similar to this Agreement. Recipient shall provide a listing of their employees granted access to Confidential Information to WECC as requested by WECC from time to time. The Recipient may make disclosures required by court order provided that Recipient uses all commercially reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order, has notified WECC of the court order, and has allowed WECC to participate in the proceeding.

2.2 Ownership of Confidential Information

Recipient agrees that all originals and all copies of manuscripts, letters, notes, notebooks, reports, models, computer files and other materials containing, representing, evidencing, recording or constituting any Confidential Information (created by Recipient or others) shall be the sole property of WECC or the

property of third parties who lawfully disclosed the Confidential Information under obligations of confidentiality and Recipient hereby assigns all of his/her/its right, title, and interest in and to WECC.

2.3 Third Party Confidential Information

Recipient understands that WECC from time to time has in its possession information which is claimed by others to be proprietary or confidential, and which WECC has agreed or is under an obligation to keep confidential and not to disclose such confidential information to any person, firm or corporation (except as necessary to carry out work for WECC with WECC's agreement with such third party) or to use such confidential information for the benefit of any party other than WECC or said third party (consistent with WECC's agreement with said third party).

2.4 Return of Documents

All writings, records, and other documents and things containing Confidential Information in Recipient's custody or possession shall be the exclusive property of WECC, and shall be delivered to WECC, or certify destruction of the same, upon the termination of Recipient's contract or at any time as requested by WECC. Recipient may retain a copy of writings, records, or other documents, which shall remain subject to the terms of this Agreement, for a period of not more than three (3) years solely for Recipient's record-keeping purposes, after which Recipient shall return to WECC or destroy all Confidential Information and provide WECC with a sworn statement certifying the destruction of such Confidential Information.

2.5 Training

Recipient shall ensure that any employees with access to Confidential Information complete, to the satisfaction of WECC, any required Confidential Information training or course as required by WECC.

2.6 Unauthorized Disclosure

Any disclosure or unauthorized use of Confidential Information in violation of this Agreement by Recipient shall be grounds for immediate default termination.

2.7 Relief

Any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause WECC irreparable harm, the amount of which may be difficult to ascertain and, therefore, Recipient agrees that WECC shall have the right to apply to a tribunal of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as WECC may request. Such rights shall be in addition to remedies otherwise available to WECC at law or in equity.

3. General Provisions

3.1 Assignment

Recipient shall not have the right to assign or transfer this Agreement without the written consent of WECC.



3.2 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.

3.3 Waiver

None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of WECC or their agents, or employees, unless such waiver is in writing signed by WECC. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of this Agreement shall not constitute waiver of such provision or any other provisions of this Agreement.

3.4 Compliance Monitoring

WECC shall have the right to inspect, examine and make copies of any accounts, records and other writings of Recipient relating to this Agreement. These audit rights shall be extended to WECC or to any representative designated by WECC.

3.5 Applicable Law

This Agreement shall be construed and governed by the laws of the State of Wisconsin, and both parties further consent to jurisdiction by the state and federal courts sitting in the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives.

_____ **Wisconsin Energy Conservation Corporation**

Recipient/Firm Name

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____