

## REQUEST FOR QUALIFICATIONS - RESIDENTIAL CONSULTANTS

### Program Description

The City of Milwaukee has received funding through the Department of Energy's (DOE) BetterBuildings grant as part of the American Recovery and Reinvestment Act of 2009 (ARRA). 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<sup>2</sup>) with a goal of encouraging large scale adoption of both residential and non-residential energy efficiency improvement strategies within the City.

On the residential side, Me<sup>2</sup>, in partnership with Focus on Energy's Home Performance with ENERGY STAR Program, will provide incentives and Cash-Back Rewards to homeowners residing in the City who implement home energy improvements.

Me<sup>2</sup> will provide incentives towards home energy assessments costs and a select group of health and safety measures, loans for energy efficiency improvements, and free Energy Advocate assistance for homeowners. Energy Advocates assistance includes providing basic energy education to homeowners, changing over some lighting to compact fluorescent light bulbs, installing faucet aerators, assistance with selecting Me<sup>2</sup> Approved Consultants and Contractors, and help with deciding how to finance projects.

Me<sup>2</sup> Approved Consultants 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 program on the ground and help homeowners through the 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<sup>2</sup> approved consultants and contractors, and help with deciding how to finance projects.
- \$250,000 comprehensive marketing campaign.
- Instant rebates to homeowners who complete a home energy assessment with a Me<sup>2</sup> Approved 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.
- \$500 grants for select Health and Safety improvements that are necessary for energy efficiency upgrades, such as electrical and mitigation of asbestos and vermiculite.

Me<sup>2</sup> will make available the following services and support to its Approved Consultants:

- Select mentoring and training.
- Promotion in program marketing.
- Listing on the Me<sup>2</sup> website, [www.smartenergypays.com](http://www.smartenergypays.com). Homeowners must select consultants from this list to be eligible for Me<sup>2</sup> financial incentives.
- Affiliation with Home Performance with ENERGY STAR.
- Program support and training on required reporting procedures.
- Quality assurance and quality control with prompt feedback to ensure adherence to high service and information standards.
- Access to program implementers for prompt response to program issues.

### **Request for Qualifications**

Me<sup>2</sup> is requesting qualifications of Consultants that would like to provide services to homeowners as Me<sup>2</sup> Approved Consultants under this 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 to:

- 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 Me<sup>2</sup> 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.

Homeowners will only be eligible for Me<sup>2</sup> incentives or loans if the pre- and post-energy assessment has been completed by an Approved Consultant and the work is completed by Me<sup>2</sup> Approved Contractor(s), pursuant to the specifications identified in the Me<sup>2</sup> program documents. The Me<sup>2</sup> instant rebate for home energy assessments will be paid directly to the Consultant by WECC. The Approved Consultants are not guaranteed any minimum amount of work or fees.

Consultants that would like to be approved to participate in the Me<sup>2</sup> program are requested to provide proof of qualification<sup>1</sup> for program participation.

### **General Program Participation**

All Consultants must provide the following:

- A signed Focus on Energy Home Performance with ENERGY STAR Program Ally Application and Agreement form.
- Certificates of insurance at levels appropriate for a business as determined by WECC.
- A signed Me<sup>2</sup> Program Request For Qualifications Response Form.

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.
- Consultants 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.

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 consultants 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.

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<sup>1</sup> NOTE: Requirements included in this Request for Qualifications are subject to change. WECC notify all current Approved Consultants of any changes 30 days before any change(s) become effective.



All consultants 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 Approved Consultants, as presented through their request, will be included on an Approved Consultant reference list on the Me<sup>2</sup> program website. 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.

**Me<sup>2</sup> PROGRAM REQUEST FOR QUALIFICATIONS RESPONSE FORM**

Consultants interested in providing services through the Me<sup>2</sup> program must fill in this form and attach additional documentation as outlined in the "Qualifications Requested" section of the Request for Qualifications solicitation document. All pages of this application should be submitted electronically [cindym@weccusa.org](mailto:cindym@weccusa.org), fax or mail to the address below:

Wisconsin Energy Conservation Corporation  
 ATTN: Cindy Moubry  
 431 Charmany Drive  
 Madison, WI 53719  
 Phone: 608/249-9322 ext 220 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		Date Established:	
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"/> Social Security #: <b>OR</b> <input type="checkbox"/> FEIN#	

CONSULTANT 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:
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 accompany this grant. Consultants will be asked to update this information as often as monthly. This will not be considered in the determination of Consultant qualification.



**QUALIFYING INFORMATION**

Jurisdiction in which company can provide timely service: (check all that apply)

\_\_\_\_\_ City of Milwaukee

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

I hereby certify that as \_\_\_\_\_ (title or position) 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: \_\_\_\_\_

## **Me<sup>2</sup> PROGRAM CONSULTANT PARTICIPATION AGREEMENT**

### **Introduction**

The Me<sup>2</sup> program is being offered by the City of Milwaukee and its partners to eligible owner-occupied residences (1 - 3 units) within the City's geographic limits to help them reduce their energy use. Me<sup>2</sup> program incentives will be paid by the relevant partner directly to the resident or Consultant, as appropriate, following proper processes for making energy efficiency related recommendations by Approved Consultants.

### **Participation Requirements**

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 Me<sup>2</sup> program specifications and processes governing each program component for which the Consultant is providing services.
3. Provide new contact information within 10 days of any change.
4. Re-submission of up to date qualification documents within 10 days of any change.
5. Pay any and all independent contractors or subcontractors employed as a part of the program in a timely manner.
6. Use only WECC / Me<sup>2</sup>-approved report forms, data collection forms, and contractor work orders (as available/applicable).
7. Recognize the fact that there are limited Program funds that will be disbursed on a first-come, first-served basis.
8. Promote Me<sup>2</sup> and Focus on Energy incentives and financing mechanisms to customers as a part of Consultant sales and marketing efforts.
9. Comply with federal reporting requirements and attend a Me<sup>2</sup> seminar on federal reporting guidelines and regulations. This includes reporting on the number of completed construction jobs, dollar value of jobs, and hours worked on jobs. Consultant will ensure data exporting format will conform with DOE specified XML data schema for reporting to DOE.
10. Consultants 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 consultant's or subcontractor's records with respect to the matters covered by this Agreement and the consultant 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.
11. Abide and conform to all applicable laws and maintain all applicable licenses, registrations, and/or certifications 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.
12. Allow random field inspections of work performed or being performed under this Agreement in order to maintain the quality standards sought by this Program.
13. Be available to conduct home energy pre- and post-assessments outside of normal business hours to accommodate homeowners' needs.
14. Within five (5) business days of completing the pre-assessment, deliver the detailed report and project estimates to the Energy Advocate for that home.
15. Within five (5) business days of energy efficiency retrofit work being completed on the house and being notified by the Energy Advocate, homeowner, or contractor, be available to conduct the post-assessment.
16. 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.

17. Have proficiency using Microsoft Word, Excel, and Outlook (or equivalent software). Be able to communicate with WECC, Focus on Energy, and Me<sup>2</sup> program staff via telephone and email.
18. Attend mandatory training offered by WECC on the use of audit software tool (described below, under "Scope of Me<sup>2</sup> Program Consultant Services").
19. Retain Me<sup>2</sup> program related documents until August 30, 2013 and allow review of these documents at any time at the address listed on the Participating Consultant Response form.
20. Treat Me<sup>2</sup> program participants fairly, responsibly, and provide quality, on-time services.
21. Abide by legitimate marketing and sales practices in accordance with applicable federal, state, and local laws and regulations.
22. Me<sup>2</sup> Approved Consultants agree to have their business names included on a list and allow Energy Advocates to randomly select them for homeowners; should the homeowner choose this process.
23. Me<sup>2</sup> Approved Consultants may directly market the program to customers. At the time the pre-assessment is scheduled, Consultants shall make a good faith effort to include an Energy Advocate with them to that visit. Consultants shall coordinate Energy Advocate time with Jackie Thibert-Blank ([jackietb@weccusa.org](mailto:jackietb@weccusa.org)).
24. Me<sup>2</sup> Approved Consultants shall enter into a Confidentiality Agreement as requested by WECC.

### **Scope of Me<sup>2</sup> Program Consultant Services**

Providing standard, robust Consultant services are a key component to successful implementation of the Me<sup>2</sup> program. As such, Me<sup>2</sup> Consultants agree to utilize WECC's licensing agreement with Performance Systems Development (PSD) for both:

- Compass web-based database
- Surveyor audit software

Me<sup>2</sup> Consultants agree to follow Focus on Energy's Home Performance with ENERGY STAR Program guidelines for home energy assessment, including perform the following activities in participating Me<sup>2</sup> homes:

- Blower door testing
- Combustion safety testing
- Determine building areas, volumes, and provide building diagrams including room dimensions
- Infra-red camera scanning
- Assess insulation levels and detailed air sealing needs
- Perform heating and air conditioning system assessment
- Assess and evaluate house ventilation systems
- Observe any moisture/mold problems and perform supplementary moisture audit if needed (costs for this can be charged to homeowners separate of the pre-assessment)
- Address Health and Safety issues that may affect proposed work

Upon completion of the pre-assessment, the Me<sup>2</sup> Approved Consultant will:

- Prepare a written report from Surveyor for the homeowner identifying his/her findings and detailing the recommended energy efficiency improvements.
- Prepare a scope of work for Me<sup>2</sup> Approved Contractors which will be used to prescribe all tasks the contractor(s) must complete in each home (a sample is forthcoming).

Pre-Assessment Visit Follow-up:

- Me<sup>2</sup> Consultants will provide homeowners with a summary report produced from Surveyor including all of the required energy efficiency improvements, energy savings information for each improvement, and estimated costs for each improvement.
- The Energy Advocate will provide a list of Me<sup>2</sup> Approved Contractors along with the scope of work to the homeowner.
- Homeowners will acquire their own bids from the list of Me<sup>2</sup> Approved Contractors.

- Should Me<sup>2</sup> Approved Contractors have any questions related to the project prior to providing a quote to the homeowner, the Me<sup>2</sup> Consultant will be available to answer them.

Following completion of energy efficiency work in the home, the Energy Advocate (or the homeowner, in some cases) will notify the Me<sup>2</sup> Consultant who will make arrangements to return to do the post-assessment. Me<sup>2</sup> Consultant services performed during the post-assessment will include:

- A thorough review of all measures installed, compared to what was recommended in the pre-assessment.
- Blower door testing.
- Combustion safety testing (if applicable).
- Photo documentation of completed work.
- Visual inspection of all work performed.
- If the home passes the post-assessment and all improvements are found to be installed satisfactorily, the Me<sup>2</sup> Approved Consultant will sign off on the job by completing the post-assessment paperwork, provided by the Me<sup>2</sup> program. Both the homeowner and the contractor will need to sign off on the completed job as well.
- If the home fails the post-assessment, the Me<sup>2</sup> Consultant will notify the applicable contractor(s) about which measures were not completed satisfactorily and provide guidance on how to go about fixing the issue(s).
- Once installation issues are resolved, the Me<sup>2</sup> Consultant will re-test. If the home passes the post-assessment, the Me<sup>2</sup> Consultant will sign off on the job as completed. Both the homeowner and the contractor will need to sign off on the completed job as well. Return completed sign-off form to WECC within five (5) business days.
- The Me<sup>2</sup> program will provide the homeowner a certificate of completion within 2 - 3 weeks of receiving the final paperwork.

#### **Pricing, Incentives, and Compensation<sup>2</sup>**

- Me<sup>2</sup> Consultants will offer Me<sup>2</sup> eligible homeowners 75% off their home energy assessment, up to \$300, via an instant rebate. Me<sup>2</sup> Consultants are responsible for collecting the balance of the home energy assessment fee directly from the homeowner and for billing WECC directly for the 75%/\$300 instant rebate.
- Me<sup>2</sup> Consultants will offer Me<sup>2</sup> eligible homeowners in 2 - 3 unit buildings a \$500 instant rebate on the home energy assessment. Me<sup>2</sup> Consultants are responsible for collecting the balance of the home energy assessment fee directly from the homeowner and for billing WECC directly for the \$500 instant rebate.
- For instant assessment rebate reimbursement, Me<sup>2</sup> Consultants must utilize the "Me<sup>2</sup> Request for Payment" form and submit this form to WECC via the standard Home Performance with ENERGY STAR online forms process. Consultants must enter a note in the Project Notes prior to submitting the Preliminary Evaluation Report stating: ME2 PROJECT - \$300 (or applicable amount), and must attach the Request for Payment form. This invoice must include line-item pricing for the basic Me<sup>2</sup> consultation services and any additional fees charged to the homeowner.

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<sup>2</sup> NOTE: While Me<sup>2</sup> Approved Consultants are allowed to set their own rates for services provided, Me<sup>2</sup> Energy Advocates will inform customers that the market rate for basic Energy Consultant services on a typical Milwaukee single-family home is approximately \$400, as described in the "Scope of Me<sup>2</sup> Program Consultant Services" section. Me<sup>2</sup> Approved Consultants may provide additional consulting services to homeowners with additional charges, but must disclose that these additional services are not required by the Me<sup>2</sup> program. At any time throughout the course of this grant period, WECC reserves the right to implement a price cap on the basic Me<sup>2</sup> energy efficiency assessment service with a 30 day notification to Me<sup>2</sup> Approved Consultants.



- WECC shall make payment to Me<sup>2</sup> Consultants for approved invoices within 30 days of invoice receipt. Me<sup>2</sup> Consultants shall charge Me<sup>2</sup> eligible homeowners the following for the Scope of Me<sup>2</sup> Program Consultant Services described in the original RFQ, dated December 14, 2010:
  - \$400 for eligible single family, detached homes, of which \$300 will be offered as an instant rebate.
  - \$675 for eligible 2 - 3 unit buildings, of which \$500 instant rebate on the home energy assessment.

**Maintenance of Records**

The Approved Consultant shall keep, maintain, and preserve at its principal office throughout the term of Me<sup>2</sup> 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 Approved 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 Approved Consultant is an independent contractor under the Me<sup>2</sup> program and will work directly for the homeowners. The Approved Consultant acknowledges and agrees that participation is in no way to be construed or presented as an endorsement of the Approved Consultant's work or qualifications. There will be no contractual or fiduciary relationship between WECC, the City, or its partners. Approved Consultants are not guaranteed any minimum amount of work or fees. The Me<sup>2</sup> program participant is solely responsible for arrangements for scheduling, payment, and the results of any work performed by the Approved Consultant.

**Indemnification of WECC and the City**

The Approved Consultant, and each of its subcontractors, shall pay on behalf of or indemnify and hold harmless WECC, the City, its officers, employees, and agents, and each of the partners, from and against any and all claims, actions, damages, fees, fines, penalties, defense costs or expenses (including but not limited to reasonable attorneys fees), suits or liabilities which may arise out of any act, neglect, error, omission or default of the Approved Consultant or its subcontractors arising out of or in any way connected with the Approved Consultant's or subcontractor'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<sup>2</sup> program and provide all services and measure installations in accordance with program guidelines, standards, and procedures as well as the terms of this Agreement.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**WITNESS:**

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_