

REQUEST FOR QUALIFICATIONS – RESIDENTIAL CONTRACTORS CONTRACTOR-LED TRACK

This Request for Qualifications is only open to firms that provide building shell services (insulation, air sealing and ventilation diagnostic and installation services) to residential homeowners. **The purpose of this RFQ is to allow qualified building shell (insulation and air sealing) contractors and approved Full-Service Contractors as part of the Milwaukee Energy Efficiency Project (Me²) to pro-actively solicit Milwaukee homeowners for comprehensive residential retrofits by employing qualified Building Performance Institute (BPI) Building Analysts, or subcontracting with participating Independent Consultants to conduct pre- and post-technical assessments as part of their business offering to homeowners.**

The aim of the program is to allow eligible contractors to provide their services to eligible homeowners as part of their normal business operations while meeting streamlined program requirements. To meet United States Department of Energy (DOE) requirements, an eligible homeowner must have an identified opportunity to save at least 15% of total home energy usage and must install a mix of measures reasonably estimated to save at least 15% of total energy usage to be able to use the program incentives and financing available under this Contractor-led track.

Program Description

The City of Milwaukee (City) has received funding through the DOE BetterBuildings Neighborhood Program 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 is implementing its Milwaukee Energy Efficiency program (Me²) to expand the market for residential and non-residential energy efficiency building improvements. The Me² 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 Program currently offers a Consultant-led track that is initiated by a “whole house” assessment by a participating Independent Consultant. This Independent Consultant identifies energy savings opportunities for eligible customers¹ through the use of prescribed diagnostic tests and equipment and helps the homeowner identify a list of savings measures that the homeowner can have installation contractors 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. For more information on the current Consultant-led Me² residential program track, visit www.smartenergypays.com.

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.

The Me² Program by issuance of this RFQ seeks to initiate another program track focused on a Contractor-led track to achieve significant energy efficiency building shell and other energy efficiency improvements. This RFQ is to allow the program to qualify building shell (insulation and air sealing) contractors for participation in this program track. Unlike the existing Consultant-led track, Participating Contractors who have the experience and capability to provide certain building shell diagnostic tests as part of the installation of insulation, air sealing and other eligible energy efficiency improvements will be allowed to directly solicit such energy saving improvements from eligible residential homeowners within the City of Milwaukee.

The ability to provide pre- and post-assessment tests may be satisfied by having an employee who is certified as a BPI Building Analyst on staff or subcontract with a participating Independent Consultant to provide the blower door and combustion safety diagnostic assessments required to participate in this program. This program seeks to provide an option for City of Milwaukee homeowners who are interested in building shell and other energy efficiency improvements but do not wish to participate in all of the steps in the Me² Consultant-led track. A contractor may be both a Participating Contractor in this Contractor-led track as well as a Participating Contractor in other Me² programs (but must meet the specific qualifications and requirements of each program track).

The Contractor-led track will operate by:

- 1) A qualified Participating Contractor² marketing to eligible homeowners within the Me² program to provide insulation, air sealing, ventilation and other eligible energy efficiency services including the use of building science diagnostic tools (blower door and combustion safety tests) to identify cost-effective building shell savings as well as other savings opportunities. Unlike the Consultant-led track, the Participating Contractor may provide or arrange all of the services (including the technical assessments) for the homeowner throughout the process, but must comply with a streamlined approval/reporting process for the Me² program and agree to have jobs performed under this program subject to quality control inspection by the Me² program.

The four (4) main contact points with the Me² program under this program track are (1) ensuring the eligibility of the homeowner and the building³ for the program *prior* to the pre-assessment test; (2) the contractor must provide the Program with the information from the initial assessment so that it can be determined if at least a 15% savings opportunity is available; (3) the submission of a proposed scope of work (including measures to be installed, projects costs, energy savings and expected program incentives agreed to with the homeowner) that indicates an expected 15% savings for the homeowner's energy usage *prior* to actual installation work commencing and (4) reporting key information to the program on the job after the the work has been completed and the homeowner and contractor have signed the Installation Completion Document to allow the Program to submit its required report to DOE.

- 2) The Me² program will provide funds to the Participating Contractor to buy-down the pre-assessment by \$300 as well as financial incentives based on the amount of energy saved for the eligible energy efficiency measures and services provided to the homeowner. The Participating Contractor must screen homeowners prior to the pre-assessment to ensure the homeowner understands that the Me² program is required by DOE to only use grant funds to help install

² Under the Focus on Energy model effective 4/1/12, a Consultants' "company" may apply to be a Participating Contractor in this track and subcontract the retrofit work to an installing contractor.

³ As determined by the US DOE per the National Historic Preservation Act, buildings listed on the National Registry of Historic Places are required to have the scope of work generated by the Participating Contractor reviewed and approved before work may begin.

measures that will provide a minimum 15% energy savings for the homeowner in their total home energy usage. The program incentives and amounts are the same as those available in the Me² Consultant-led track. To attain these measure installation incentives, the pre-assessment must indicate that the homeowner has the opportunity to save at least 15% of his or her current annual usage and that the homeowner has pursued the installation of recommended measures that are reasonably estimated to save at least 15% of the homeowner's total home energy usage.

- 3) Additional work may be performed (and financed) for an eligible homeowner such as the replacement of major mechanical equipment including energy efficient furnaces, boilers and hot water heaters if installed by a Participating Contractor. There are no measure-based program incentives for major mechanical equipment through the Me² program (although such work may be eligible for Focus on Energy equipment incentives) but could result in a higher overall incentive for the homeowner if such work increases the overall level of savings for a project. If a homeowner acts to install measures reasonably estimated to save 15% of their current energy usage, they will also be eligible to finance ENERGY STAR windows and doors using Me² program financing.
- 4) A Consultant under this track must advise a homeowner that the Consultant is affiliated with the Participating Contractor by providing the homeowner a signed written disclosure of such affiliation prior to the initial assessment. The Consultant shall submit a copy of the signed disclosure to WECC with the data collection form and maintain a copy of the signed written disclosure in his or her records under this Agreement. Failure to provide a timely signed written disclosure to the homeowner will result in prompt termination of the Consultant from the Me² program.

Participating Contractors under this program track will benefit from a comprehensive Me² program to drive demand for these home energy efficiency upgrades. Key elements of this program include:

- Comprehensive marketing campaign
- Homeowner financial incentives for eligible energy savings improvements under this program
- An affordable loan option so that homeowner can finance energy efficiency upgrades with little or no upfront costs and repay the loan as they save on their energy bills.
- \$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.

Me² will make available the following services and support to its Participating Contractors:

- Select mentoring and training.
- Promotion in program marketing.
- Listing on the Me² website, www.smartenergypays.com. Homeowners must select contractors from this list to be eligible for Me² financial incentives.
- Program support and training on reporting procedures.
- Quality assurance and quality control by Independent Consultants retained by the Program to test a sample of contractor installations with feedback to ensure adherence to high installation standards.
- Access to program personnel for prompt response to program issues.

Homeowner Incentives and Financing

Eligible homeowners for the Me² program who have an initial assessment that indicates the potential to save at least 15% of their current home energy usage and agrees to install the identified measures that are reasonably estimated to save 15% is eligible for Me² program incentives. Available homeowner incentives range from \$1,000 to \$2,000 depending on the level of energy savings attained. Additional incentives may also be available from other programs as well such as the Focus on Energy program. In addition to initially checking on the eligibility of the homeowner and the building to participate in the

project, the Participating Contractor is also responsible for providing to WECC a data collection report (template will be provided by WECC to the contractor) including energy usage data from the utility and a scope of work to allow expected energy savings to be assessed by the program prior to the actual installation work beginning as well as providing documentation of the installed improvements after the installation has been completed. For more information on the homeowner incentives available, please go to www.smartenergypays.com. Both pre-assessment and post-assessment jobs will be subject to quality control inspection by the Me² program.

Program track homeowners are also eligible to apply and, if approved, utilize Me² program financing to pay for their project. The homeowner can finance the eligible measures installed, if at least \$1,000 in total cost, at a low annual unsecured rate and will also be able to finance major mechanical equipment and qualified ENERGY STAR windows and doors after the necessary insulation, air sealing, ventilation and other work to achieve at least a 15% savings has been performed. For more information of the program homeowner financing program including rates and eligible measures visit <http://www.summitcreditunion.com/SummitMe2>.

Request for Qualifications⁴

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 Contractor-led track. 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 homeowner service and the ability to maintain community working relationships.
- Provide homeowners with a list of Participating Contractors because homeowners must select contractors from the Participating contractor list to be eligible for Me² incentives and financing.
- Provide a practical framework to promote energy efficiency options to consumers.
- Facilitate the Me² 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 Me² 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 applicable provisions of the CWA are fully incorporated into this Request for Qualifications (RFQ) and the Contractor Participation Agreement. As part of the CWA, contractors must agree to these terms of the CWA incorporated into the Contractor Participation Agreement and document compliance with those terms.

Homeowners will only be eligible for Me² incentives or loan funds if the eligible work has been installed by a Me² Participating Contractor(s), pursuant to the specifications identified in this RFQ. Me² financial incentives will be paid to the homeowner through an incentives application process. The Participating Contractors will work directly for the homeowners and receive payment only from them or the approved Me² lending agency. There will be no contractual or fiduciary relationship between WECC and the participating Contractors nor between the City and the Participating Contractors. The Participating Contractors are not guaranteed any minimum amount of work or fees.

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.

Technical Qualification Standards

The Technical Qualification Standards for a contractor's acceptance into the Contractor-led track focus on the use of building science principles and diagnosis to guide the implementation of insulation and air sealing improvement in a home. This requires the use of appropriate equipment such as blower doors, infrared equipment etc. to both diagnose the need and opportunities for improvements as well as to ensure the effectiveness of the insulation and air sealing improvements made. ***A Participating Contractor in the program must have a pre- and post-blower door (including combustion safety) test performed by a certified BPI Building Analyst to demonstrate the expected and actual energy savings from the improvements and provide the results of such tests (the baseline and post-installation test for the blower door test) to the program to allow a homeowner to receive an incentive or financing from the program.***

A Participating Contractor must be a Focus on Energy Home Performance with ENERGY STAR Program Ally and agree that within 90 days of the first available training, at least one employee 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 Me² projects shall be BPI RBE-WHALCI or LiUNA trained and certified or have been certified by an IREC accredited training agency.

If you are currently enrolled as a Participating Contractor in the Me² program but want to engage in the Contractor-led path, complete this RFQ and submit the required information. If you are not currently enrolled as a Participating Contractor and prefer to enroll under the Consultant-led path as described on page 1 of this document, you should complete and submit the Residential Consultant-Led Contractor RFQ found at www.smartenergypays.com.

Labor Standards

To be qualified to participate, 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 Me² 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 Me² program work by each contractor on each Me² project 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 Participating Contractor, prior to commencing work on any Me² project shall submit an affidavit(s) Form I with proof of residency for all employees utilized by the Participating Contractor to meet the RPP requirements, stating that each employee is either UNEMPLOYED or UNDEREMPLOYED and is a RESIDENT of the City of Milwaukee and/or a plan to recruit and employ workers under the RPP program requirements once the first project has been awarded. Participating Contractors are required to enter their labor hours and wages into a reporting system determined by WECC.

Participating Contractors shall maintain, and shall ensure that all subcontractors maintain, personnel records listing the name and address of all employees utilized for each Me² 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:

FEDERAL ELIGIBILITY INCOME CHART For School Year 2011-2012			
Household size	Yearly	Monthly	Weekly
1	\$20,147	\$1,679	\$388
2	\$27,214	\$2,268	\$524
3	\$34,281	\$2,857	\$660
4	\$41,348	\$3,446	\$796
5	\$48,415	\$4,035	\$932
6	\$55,482	\$4,624	\$1,067
7	\$62,549	\$5,213	\$1,203
8	\$69,616	\$5,802	\$1,339
Each additional person:	\$7,067	\$589	\$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 Me² 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 Me² 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 the 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 Cindy Moubry at WECC.

- 2) Proper Classification of Employees. Participating Contractors shall utilize only employees to perform work on a Me² 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 Me² 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 Me² projects, provided that those subcontractors are also Participating Contractors under the Me² 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 Me² 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/pensions costs). For residential projects in non-owner occupied buildings, or properties in which the building title is held by an entity other than an individual (company, corporation, limited liability company, etc.), Davis Bacon Wages are required.
- 4) Safety Trained Workforce. 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 Me² 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 Me² program are requested to provide proof of qualification for program participation to WECC.

All contractors must provide the following:

- A signed Me² Program Request For Qualifications Response Form attached as *Appendix A* to this RFQ.
- A signed Me² Program Contractor Participation Agreement attached as *Appendix B* to this RFQ.
- Form 1 Affidavits for all RPP eligible employees or a maximum 250 word plan on meet the RPP requirement once the first project is awarded.
- Documentation of each on-site 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 the signing of the Participation Agreement. WECC acceptance of qualifications.
- 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).
- 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 announcement of the first training and that within six (6) months of the signing of this is Agreement, all employees working on a Me² project will be certified.

- Documentation of employee certification of BPI Building Analyst if the Participating Contractor intends to perform the pre- and post-assessments by its own employee(s).

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.
- Have previously been disqualified for participation in the Me² or a similar program within the past three (3) years.
- 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. Neither WECC nor the City of Milwaukee will reimburse proposers for any expense associated with the preparation of a proposal.

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. Me² 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 Me² 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.



APPENDIX A - Me² PROGRAM REQUEST FOR QUALIFICATIONS RESPONSE FORM

Contractors interested in providing services through the Me² 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:	<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 # ____ - ____ - _____	

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 may be asked to update this information as often as monthly. This will not be considered in the determination of contractor qualification.



QUALIFYING INFORMATION

Affiliations

- Focus on Energy Home Performance w/ ENERGY STAR Program Ally
- Me² Participating Contractor
- Me² Participating Full Service Provider

Name and certification information for the certified BPI Building Analyst employed by your company or under contract with your company for this program to perform pre- and post-installation energy assessments. (Must provide documented proof of certification)

Employee Name	Job Classification	Certifications

Program Components for which submitting qualifications: (check all that apply)

- ENERGY STAR Windows and Doors
- Attic/Roof/ Floor/Sidewall/Sill Box Insulation & Air Sealing
- HVAC (furnace, boiler or central air conditioner)
- Other (please describe)

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 - Me² CONTRACTOR-LED RESIDENTIAL PROGRAM TRACK CONTRACTOR PARTICIPATION AGREEMENT

Introduction

The Me² program is being offered by the City of Milwaukee and its partners to eligible residential homeowners⁵ to help them reduce their energy use. Me² 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 Requirements⁶

Participating Contractors acknowledge and agree that they will:

1. Utilize only employees to perform work on a Me² 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 Me² 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 Me² projects, provided that those subcontractors have applied for and been approved to be a Participating Contractor for the Me² 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 Me² 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 Me² residential projects of owner occupied or eligible owners of 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 Me² projects shall be BPI RBE-WHALCI or LiUNA trained and certified.

⁵ An eligible residential homeowner 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.

⁶ 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.

6. Any employee of a Participating Contractor who intends to perform pre- and post-assessments through this contractor-led track must be certified as a BPI Building Analyst. Documentation of this certification must be provided with this RFQ.
7. Participating Contractors who intend to subcontract out the pre- and post-assessment must subcontract with a participating Consultant from the Me² program website. A homeowner shall be informed prior to an initial assessment of the affiliation between the Consultant and Contractor by a signed written disclosure provided by the Consultant. The Consultant shall submit a copy of the signed disclosure to WECC and maintain a copy of the signed written disclosure in his or her records under this Agreement. Failure to provide a timely signed written disclosure to the homeowner shall result in prompt termination of the Consultant from the Me² program.
8. The cost of the pre- and post-assessment performed through this contractor-led track may not exceed the agreed upon program pricing as listed below:
 - a. \$400 for eligible single family, detached homes, of which \$300 will be offered as an instant rebate.
 - b. \$675 for eligible 2-3 unit buildings, of which \$500 will be offered as an instant rebate.
9. Within five (5) business days of completing the pre-assessment, deliver the detailed report, data collection form and project scope of work to WECC for that home at ratings@weccusa.org.
10. 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.
11. 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.
12. Remain knowledgeable on the Me² program specifications and processes governing each program component for which the Participating Contractor is providing services and agree to abide by program requirements including the provision of adequate information to the Program to allow the eligibility of a project for the use of Program incentives or financing to be determined and to meet the Program reporting requirements to the U.S. Department of Energy.
13. Comply with historic preservation guidelines in effect for Me². No work may begin on any home that is listed in the Wisconsin Historical Society AHI database without prior approval from WECC's Compliance Officer. No work may be completed under Me² 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.
14. 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](#).
15. ARRA funds cannot be expended, directly or indirectly, on any structure with a swimming pool unless explicitly allowed by US DOE program guidance.
16. Promote Me² and any available Focus on Energy incentives and financing mechanisms to customers as a part of contractor sales and marketing efforts.
17. Maintain active status as a Focus on Energy Home Performance with ENERGY STAR Program Ally.

18. 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/>
19. 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.
20. Contractors will be required to submit a business Waste Management Plan upon program approval (template will be provided by WECC).
21. 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 Me² project by the contractor and all subcontractors.
22. Receive payment directly, when applicable, from the approved Me² lending institution.
23. Pay any and all subcontractors employed as a part of the program in a timely manner.
24. Provide new contact information within 10 days of any change.
25. Treat Me² program participants fairly, responsibly and provide quality, on-time service.
26. Re-submission of up to date qualification documents within 10 days of any change.
27. 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.
28. 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.
29. 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.
30. 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).
31. 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 within 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.
32. 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.
 33. 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.
 34. 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.
 35. Abide by legitimate marketing and sales practices in accordance with applicable federal, state, and local laws and regulations.
 36. Contractor agrees to make remedy to any project that does not pass the post-inspection or the program Quality Control inspection as a result of contractor not furnishing/installing the proper equipment or completing the measures as outlined in the contractor's bid which should reflect the recommendations in the pre-assessment report.
 37. Perform a combustion safety test and provide the results of that testing to the program in a format provided by WECC.
 38. The Me² Program reserves the right to post a rating score for each Contractor on the Participating Contractor list included on the Me² program website based on information provided by homeowners regarding their level of customer satisfaction.
 39. 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.
 40. 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.
 41. 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 Me² projects.
 42. The bid or estimate provided by any contractor shall directly coincide with the Me² Scope of Work generated by the Consultant or, in the case where the contractor is acting in the Consultant capacity, the Me² 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 customer's ability to receive incentives.

Maintenance of Records

The Participating Contractor 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 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 Participating Contractor is an independent contractor under the Me² program and will work directly for the homeowners, receiving payment only from them or the Me² 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 Me² 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, 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 Contractor or its subcontractors arising out of or in any way connected with the Participating Contractor's, or its subcontractors', 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 measure installations 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: _____