

REQUEST FOR QUALIFICATIONS – NON-RESIDENTIAL CONTRACTORS

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 (Me²) to vastly grow the energy efficiency improvements market in both the residential and business sectors. The Me² program provides an opportunity for Participating contractors to grow their business with a projected \$24 million worth of non-residential construction activity occurring over the next two years.

Me² pairs affordable financing options with existing Focus on Energy or We Energies incentives and federal tax credits (if available and applicable) to allow business property owners or tenants to pay for efficiency upgrades to their buildings while they reap the savings on their energy bill. These financing options are only available to property owners and tenants if they utilize Me² Participating Contractors and if the proposed project is reasonably estimated to achieve a 15% energy usage savings reduction in the area impacted by the energy efficiency improvement project. The purpose of this Request for Qualifications (RFQ) is to approve contractors for the non-residential Me² program.

Typical energy efficiency measures on non-residential properties that could be reasonably estimated to achieve a 15% energy savings reduction in the area impacted by the energy efficiency improvement project including, lighting, heating, ventilation, air conditioning, hot water system upgrades, refrigeration, and other equipment.

Me² Participating Contractors will benefit from:

- A robust marketing campaign to drive demand for these energy efficiency upgrades.
- Utilization of various non-residential credit enhancements to expand the availability and terms of bank financing of energy efficiency projects.
- Availability of the City of Milwaukee's Clean Energy Financing plan, which allows non-residential property owners to pass on the costs and savings of energy upgrades to their tenants¹, and thereby creating a strong incentive to complete energy efficiency upgrades.

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

- Select mentoring and training.
- Promotion in program marketing.
- Use of the Me² logo and information in their own marketing.
- Listing on the Me² website, www.smartenergypays.com. Businesses must select contractors from this list to be eligible for Me² financing.
- Program support and training on reporting and payment procedures.
- Access to program implementers for prompt response to program issues.

¹ Pending tenant's lease terms. This option would be available when the tenant pays their share of property taxes and municipal special charges.

Request for Qualifications²

Wisconsin Energy Conservation Corporation (WECC), on behalf of the City, is requesting qualifications of contractors that would like to provide services to businesses as part of this program. This qualification process will identify contractors with licenses, training, insurance, and professional skills required to provide energy efficiency improvement services to participating properties 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 energy efficiency performance in non-residential buildings with a commitment to customer service and the ability to maintain community working relationships.
- Provide a practical framework to provide turnkey energy efficiency options to businesses.
- 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 Participating by the Mayor and the Milwaukee Common Council.
- Ensure contractors comply with federal requirements associated with the underlying Me² federal grant.

As part of the Me² program, the City has adopted a Community Workforce Agreement³ (CWA). Consistent with federal ARRA guidance, this CWA promotes local hiring of City of Milwaukee residents and sound labor practices. The provisions of the CWA are fully incorporated into this Request for Qualifications (RFQ). Contractors must agree to the terms of the CWA and document their compliance.

Businesses will only be eligible for Me² incentives or loan funds if work has been completed by Me² Participating Contractor(s), pursuant to the specifications identified in this RFQ and the work performed is reasonably expected to achieve at least a 15% energy savings reduction in the area impacted by the energy efficiency improvement project. Select Me² financial incentives will be paid to the business. The Participating Contractors will work directly for the business and receive payment only from them or the Participating 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.

Labor Standards

To be Participating, **contractors and their subcontractors** 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, solar, and plumbers.

- 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 must be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the city of Milwaukee. Contractors must submit either the affidavit Form 1 for each certified employee or a city resident utilization plan detailing how the level of required participation will be achieved.

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

³ Applicable CWA provisions are included in this Request for Qualifications. The Community Workforce Agreement can be found in its entirety on the Me² website: www.smartenergypays.com.

The contractor, prior to commencing work as an Participating Contractor for the Me² program, shall submit an affidavit(s) Form I with proof of residency for all employees utilized by the contractor and subcontractors to meet the RPP requirements, stating that each employee is either UNEMPLOYED or UNDEREMPLOYED and is a RESIDENT of the City and/or a plan to recruit and employ workers under the RPP program requirement. Participating Contractors shall prepare and submit accurate and timely resident utilization forms to WECC and report hours and wages paid in a format provided by WECC and must be submitted within ten (10) days following completion of work. The reports shall identify the name, work classification, RPP status, and hours worked of all employees utilized on the Me² project by the Participating Contractor and all subcontractors. Failure to submit the required forms and reports to WECC will result in removal from the Participating Contractor list.

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

Household Size	Yearly	Monthly	Twice per month	Every 2 weeks	Weekly
1	20,036	1,670	\$835	\$771	\$386
2	26,955	2,247	1,124	1,037	519
3	33,874	2,823	1,412	1,303	652
4	40,793	3,400	1,700	1,569	785
5	47,712	3,976	1,988	1,836	918
6	54,631	4,553	2,277	2,102	1,051
7	61,550	5,130	2,565	2,368	1,184
8	68,469	5,706	2,853	2,634	1,317
For each add'l household member add	6,919	577	289	267	134

- 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 .

If the prime contractor has problems in meeting the residency requirements or if any other problems relative to residency participation arise during the completion of this project, the prime contractor shall immediately contact WECC.

- 2) Proper Classification of Employees. Participating Contractors shall utilize only employees or Participating subcontractors to perform work on a Me² project, rather than independent contractors, temporary workers, 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.
- 3) Wages. Participating Contractors shall pay Davis Bacon wages and benefits to their employees as outlined in the Wisconsin Department of Labor [Wage Determination Guide](#) . WasteCap TRACE wage reporting is required as jobs are completed.
- 4) Safety Trained Workforce. Participating Contractors shall utilize a safety-trained workforce in which all on-site workers have completed an OSHA 10-hour safety course and an Environmental Hazard Awareness Course. As applicable, contractors shall comply with State of Wisconsin laws regarding Lead Renovator and asbestos training and certification for their workforce.

Qualifications Requested

Contractors that would like to be Participating 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 Focus on Energy Program Ally Application (or currently be a Program Ally in good standing).
- A signed Me² Program Request For Qualifications Response Form.
- A signed Me² Program Contractor Participation Agreement.
- Form 1 Affidavits for all RPP eligible employees or a 250 word or less plan on meet the RPP requirement over the ensuing six month period.
- Documentation of each worker's OSHA 10-Hour safety training certification, such as a photocopy of each worker's certification card or a statement that all construction workers will receive this training within 30 days of WECC acceptance of qualifications.
- If certified, provide proof of EPA certification to Conduct Lead-Based Paint Activities and Renovations or asbestos (lack of certification will not categorically exclude the contractor from the program, but may limit the opportunity in some projects).
- Certificates of insurance at levels as outlined in the Participation Agreement below.
- Provide a performance and payment bond to the business for whom a project has been awarded.
- A documented Waste Disposal Plan for sanitary and hazardous waste, which includes but is not limited to old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos.

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 Participating.

Contractors must maintain a "satisfactory" or no rating with the Better Business Bureau.

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.

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.

All project proposals are required to be reviewed and Participating either by Focus on Energy Business Programs or Me² staff before Me² financing is authorized.

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 an Participating Contractor reference list on the Me² program website.

Participating Contractors waive any right they 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.

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 or via facsimile or hard copy to:

Wisconsin Energy Conservation Corporation
ATTN: Cindy Moubry
431 Charmany Drive
Madison, WI 53719
Phone: 608/249-9322 ext. 220
Facsimile: 608/237-2094

REQUIRED GENERAL INFORMATION

CONTRACTOR 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"/> 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 will be asked to update this information as often as monthly. This will not be considered in the determination of contractor qualification. Contractors must complete a separate form for any subcontractors that will be used under the Me² program.

QUALIFYING INFORMATION

Focus on Energy Affiliations

- ☐ Program Ally
- ☐ Efficient Heating and Cooling Contractor
- ☐ Photovoltaic Installer
- ☐ Solar Hot Water Installer

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

- ☐ City of Milwaukee

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

- ☐ General Contractor
- ☐ Energy Efficient Lighting Renovation
- ☐ ENERGY STAR[®] Windows and Doors
- ☐ Attic/Roof/ Floor/Sidewall/Sill Box Insulation
- ☐ Air Sealing
- ☐ HVAC: Central AC
- ☐ HVAC: Forced Air Furnace
- ☐ HVAC: Boiler
- ☐ Hot Water Heaters / Tanks
- ☐ Electrical upgrades
- ☐ Solar Electric
- ☐ Solar Hot Water
- ☐ Other (please list: _____)

Does your company provide energy saving guarantees to customers?

- ☐ Yes
- ☐ No

Does your company utilize a tool to estimate energy savings?

- ☐ Yes --> What is the name of the tool?

- ☐ No



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: _____

Me² PROGRAM NON-RESIDENTIAL CONTRACTOR PARTICIPATION AGREEMENT

Introduction

The Me² program is being offered by the City of Milwaukee and its partners to eligible businesses within the City's geographic limits to help them reduce their energy use. Me² program incentives will be paid by the relevant partner directly to the owner or contractor, as appropriate, following proper installation of qualifying measures by Participating Contractors.

Participation Requirements

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, 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 (responsible for the day-to-day operations of the project, but not actually performing the work themselves) may contract with subcontractors to perform work on Me² projects, provided that those subcontractors are Me² Participating Contractors. Workers hired from these Participating trade staffing agencies must meet the training requirements cited within this agreement and must be RPP certified.
2. On Me² projects, 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 in a six-month period must be performed by workers who meet the criteria. The Participating 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 over the next six months. For general contractors, the 40% requirement is across the total labor hours of all Participating subcontractors.
3. Davis-Bacon Act wage requirements apply. Wage reporting shall be done through the WasteCap TRACE system.
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.
5. Remain knowledgeable on the Me² program specifications and processes governing each program component for which the Participating Contractor is providing services including the requirement that program grant funds will only be available to energy efficiency improvement projects that are reasonably estimated to achieve at a 15% energy savings reduction in the area impacted by the project.
6. Comply with historic preservation guidelines in effect for Me². Construction work on the exteriors of structures in locally designated historic districts must receive a Certificate of Appropriateness before construction can begin. 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. No work may be completed under Me² outside of the scope of contract work contained with Appendix A and B of the attached document (pages 9 -15) without prior approval from the Me² project officer. See:
http://www1.eere.energy.gov/wip/pdfs/state_historic_preservation_programmatic_agreement_wi.pdf
7. Any materials purchased or used in the construction, alteration, maintenance or repair of a public building or public works are subject to the Buy American Provision as detailed in the American Recovery and Reinvestment Act of 2009. Contractor must notify WECC prior to beginning any project that would be subject to this requirement.
8. Contractors are prohibited from discharging, demoting or otherwise discriminating against any employee who discloses what the employee reasonably believes is evidence of gross mismanagement or gross waste of ARRA funds, a substantial danger to public health or safety relating to the use of ARRA funds, or any violation of law, rule or regulation related to the ARRA

funds as stated in the [Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009](#).

9. ARRA funds cannot be expended, directly or indirectly, on projects involving gambling establishments, aquariums, zoos, golf courses, or swimming pools.
10. Promote Me² and Focus on Energy incentives and financing mechanisms to customers as a part of contractor sales and marketing efforts.
11. Maintain active status as a Focus on Energy Program Ally.
12. Comply with federal reporting requirements and attend Me² seminars 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.
13. 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/>
14. Allow random field inspections of work performed or being performed under this Agreement in order to maintain the quality standards sought by this Program.
15. Contractors will be required to submit a business Waste Management Plan upon program approval (template will be provided). Project waste on all construction jobs will be reported and tracked using the WasteCap TRACE system. Me² staff will arrange trainings on this system. Contractors are responsible for the cost of utilizing the TRACE system. There is a fee of \$0.02 per square foot of affected area with a minimum fee of \$50 and a maximum fee of \$500 per project entry.
16. 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.
17. Contractors may be required to provide a performance and payment bond depending on the finance option selected.
18. Receive payment directly, when applicable, from the Participating Me² lending institution.
19. Pay any and all independent contractors or subcontractors employed as a part of the program in a timely manner.
20. Provide new contact information within ten (10) days of any change.
21. Treat Me² program participants fairly, responsibly and provide quality, on-time service.
22. Re-submission of up to date qualification documents within ten (10) days of any change.
23. 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.

24. 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.
25. 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 propertyowner. Contractor is responsible for the costs of any and all indemnification, staffing, resources, products, and materials that are incurred by the property owner as a result of the work performed under this contract and are not specifically itemized in the bid and/or change order(s).
26. 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 customer 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 customer.
27. 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.
28. 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.
29. Execute a written agreement with the property owner prior to commencement of the delivery of services, incorporating all terms and conditions set forth in both this Agreement and the contractor's bid.
30. Abide by legitimate marketing and sales practices in accordance with applicable federal, state, and local laws and regulations.

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 customers, receiving payment only from them or the Me² Participating 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, City Government, and each of the partners, from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission



or default of the Participating Contractor arising out of or in any way connected with the Participating Contractor's performance or failure to perform as a part of this program.

Term

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

By my signature, my company agrees to participate in the 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: _____

Print Name: _____

Company Name: _____

Title: _____

Date: _____

WITNESS:

Print Name: _____

Signature: _____

Date: _____