

REQUEST FOR PROPOSALS STAFFING SERVICES AGENCY



**300 E. 39th Street
Kansas City, Missouri 64111
(816) 531-7283
<https://metroenergy.org>**

Name of Submitting Business:

Due April 26, 2022, at 2:00PM CST

RFP – Staffing Services Agency

RFP Issue Date:	4/8/2022
Pre-Proposal Meeting:	4/14/2022 10:00am CT
Questions Deadline:	4/20/2022
RFP Submission Deadline:	4/26/2022 2:00pm CT
Expected Date for MEC Selection Notification:	4/29/2022
Expected Timeframe for Award Negotiations:	Early May 2022
Updates, Q&A, Pre-Proposal Meeting:	metroenergy.org/rfp-staffing

**Minority and Women’s Business Enterprises (MBE or WBE)
currently registered with the City of Kansas City, Missouri, as MBE or WBE
must lead all responses to this solicitation.**

MBEs are preferred, pursuant to a contract with the City.

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General Information

Objective

Metropolitan Energy Center (MEC) is seeking the services of an Agency (Offeror) to provide staffing services for contract positions in two categories. In particular, we seek administrative support through two part-time positions, and two full-time customer service positions to support the Building Performance Program.

MEC currently works with a part-time bookkeeper, a part-time administrative assistant, and two customer service representatives on contract through our current staffing agency. It is MEC's preference that we retain these workers under the new contract resulting from this RFP. Offeror's proposal shall specify if they will be able to retain them on their proposal. Under Criteria for Selection, Offeror will receive extra consideration if they will.

It is expected that this proposal will secure the services outlined herein for up to 3 years. Upon mutual agreement between MEC and the Offeror, services may be extended for two (2) additional, one (1) year periods for a maximum term of five (5) years in total.

Funding Allocations

The administrative positions are supported by MEC administrative funding. The Customer Service positions are supported by federal funds under a contractual project agreement. All funds are available for immediate placement.

Eligible Entities

MEC will not make awards to individuals. Offerors must be registered as a WBE or MBE with the City of Kansas City Missouri. MBEs are preferred, pursuant to an active contract with the City. Proposals from a consortium of agencies led by an eligible entity will also be considered.

Separable Service Awards

MEC reserves the right to select one, two, or no service offers.

Scope of Services

Overview

The intent and purpose of this Request for Proposal (RFP) is to solicit proposals to provide contract staffing services on an as needed basis to Metropolitan Energy Center.

The Offeror(s) shall furnish contract staffing services as required by MEC for the job classifications shown on Attachment A. MEC reserves the right to add position titles at any time during the contract term as stated below.

If during the contract period, positions not listed on Attachment A are required, MEC may solicit price quotations from the Offeror(s) and add the positions to the contract.

There is no guarantee of any minimum amount of services that may be requested during the term of the contract.

Requirements

- A. Contract personnel shall be employed by the Offeror. The Offeror shall be responsible for all payroll taxes, workers' compensation, payroll reports, applicable insurances, and other employer federal and state requirements for contract personnel.
- B. Contract personnel supplied by the Offeror must meet minimum qualifications as specified by MEC (see Attachment A).
- C. Contract personnel should be available for the entire length of the assignment. Every attempt must be made to minimize staffing gaps. As a minimum, a replacement employee must be made available within two (2) business days of employee separation or request by MEC for additional employees.
- D. MEC will have the right at any time to refuse any contract personnel supplied by the Offeror for any job-related deficiency and to request immediate removal of the employee. Refusal of any contract personnel shall not be made on any discriminatory basis, including actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.
- E. The normal working hours for contract personnel are 9:00a.m. to 5:00p.m., Monday through Friday. Weekend work will occasionally be required. MEC reserves the right to adjust schedules as needed.
- F. The Offeror shall assign a single point of contact to coordinate and assist in any employment requests, availability, scheduling, billing, contract compliance requirements, reports and problem solving. When requested, the Offeror must meet periodically with MEC to discuss all services.
- G. MEC will assign, and identify to the Offeror, the person(s) who are authorized to request contract personnel. A telephone call from MEC authorized representative along with a job requisition shall constitute a job request for service under this contract. MEC will not pay any invoices without a signed job requisition.
- H. The Offeror will be given 24 hours to confirm availability of a contract worker to fill the request.
- I. The Offeror shall supply all contract personnel with timecards or equivalent. All hours worked must be approved on a weekly basis by the MEC supervisor. The Offeror shall supply MEC with copies of the approved time sheets upon submission of invoices to MEC. MEC shall not be liable for invoices that cannot be substantiated by the Offeror.
- J. The Offeror shall not charge MEC or any authorized user of the contract any placement fees or agency fees if a contract employee submits an application for employment with MEC, or any authorized user of the contract, and is selected for employment after ninety (90) days.
- K. The Offeror will be paid based on invoices submitted. Invoices shall be submitted by the Offeror to MEC on a bi-weekly basis. The invoices should include the employee's name, dates, hours worked, job classification, and the hourly bill rate and pay rate. Attached to each invoice must be a copy of the weekly time sheet.
- L. If at any point, MEC determines the contract employee is not performing their duties to MEC's standard, the Offeror, upon notice from MEC, shall remove the contract personnel from the assignment at no charge to MEC, and the Offeror shall find a suitable replacement.

- M. The Offeror shall provide a usage report on a quarterly basis to MEC's representative named upon award. It shall contain the number of people sent in a particular job classification and total payments received.
- N. All work under this Agreement must be performed by properly trained and competent personnel within the specific job description and must be in accordance with industry standards.
- O. The Offeror shall be responsible at all times for the actions and work of its personnel.
- P. Contract personnel may be required to undergo a criminal history background check and drug test; if required, the Offeror shall ensure that any Offeror employees providing services at MEC has a criminal history background check. The Offeror shall be responsible for all cost associated with the criminal history and drug test for their employees and it is the responsibility of the Offeror that their employees meet all criminal history and drug test requirements. Site specific training or orientation may be required before employment may begin.
- Q. MEC will provide on-the-job training as needed for customer service workers in technical areas relating to energy efficiency benchmarking, ENERGY STAR Portfolio Manager, and applicable benchmarking laws.

All Inclusive Services

Additional work necessary to meet the terms of service under the above scope of work should be identified and included in Proposals.

Response Format & Proposal Requirements

General Instructions

To be considered, each firm must submit a response to this RFP using the format provided below. Proposals should be prepared simply and economically providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

Agencies should organize Proposals into the following Sections:

- A. Cover Page
 - a identify Authorized Negotiator
 - b state whether will employ current temporary staff
- B. Professional Qualifications
- C. Past Involvement with Similar Projects
- D. Proposed Work Plan
- E. Price Proposal (include in a separate file clearly marked "Price Proposal")

Proposals, including cover page and table of contents, if provided, will consist of a single electronic file responding to the narrative requirements, which may contain exhibits as necessary to illustrate past work. Each will be submitted on 8.5x11-inch page format with 11- or 12-point font in black text. No hard copy proposals will be accepted.

Any confidential/proprietary information should be readily identified, marked and included in ONE (1) additional attached document, separate from the rest of the proposal (see Proprietary/Confidential Information).

Digital proposals in PDF format must be sent to Jeff Windsor at rfp@metroenergy.org.

Criteria for Evaluation

All proposals will be reviewed by a Review Committee consisting of MEC staff and other members offering technical evaluations and assistance, as necessary. Offerors will be notified when and if additional information or documentation is required. All information required to complete the proposal for funding is provided in this RFP. Any additional information pertaining to submissions, including email and phone calls, will not be considered once the review process is under way.

When evaluating proposals, the Review Committee will consider the following criteria. The overall quality of the proposal, containing all required information in a clear and concise format, is a prevailing consideration throughout all categories. The potential maximum number of points is listed to the right for each category.

CATEGORY	Points
PROFESSIONAL QUALIFICATIONS	15
PAST INVOLVEMENT WITH SIMILAR WORK	15
PROPOSED WORK PLAN	15
PRICE PROPOSAL	25
WILL EMPLOY CURRENT TEMP STAFF	30
TOTAL	100

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Cover Page Contents

1. Full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder.
2. Name, email and phone number of proposal contact.
3. State MBE and/or WBE certifications
4. State whether you are offering as a consortium of service providers, and if so, list your partners or co -proposers.
5. Identify the Authorized Negotiator. Provide the name, phone number, and e-mail address of the person(s) in your organization authorized to negotiate an agreement with MEC.
6. State whether you agree to pick up the current workers under your contract with MEC.

B. Professional Qualifications – 15 Points

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an

individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Missouri.

2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Qualifications and capabilities of any subcontractors must also be included.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.
4. Describe MBE/WBE status and certifications, if applicable. If the Offeror is certified as MBE/WBE with a local municipality (KCMO preferred), give type of certification, date of certification and history. Submit evidence that the certification is current.

C. Past Involvement with Similar Work - 15 points

The written proposal must include a summary of the Respondent's demonstrated experience and success in the recruitment and placement of contract personnel in not-for-profit positions and/or for customer service positions. A complete list of client references must be provided for similar projects recently completed. It shall include the firm/Offeror name, address, telephone number, project title, and contact person.

D. Proposed Work Plan – 15 points

Provide a detailed and comprehensive description of how the Offeror intends to provide the services requested in this RFP, including process and timeline for placement and replacement of personnel and plan for communicating and understanding needs of MEC. The work plan must include a description of the Offeror's candidate screening process and the Offeror's employee training plan. The work plan must also provide a response to the following:

1. Ability of firm to provide personnel on all shifts and all days
2. Ability to provide personnel with appropriate minimum experience and licensing requirements.

E. Price Proposal - 25 points

Price schedules shall be submitted in a separate file from the proposal. Offeror shall prepare and submit a price proposal signed by principle or other official authorized to bind the Offer. Price quotations are to include the names, title, hourly rates, overhead factors, and any other relevant details. The proposal should highlight key staff and positions that would likely be involved with projects. Agencies shall be capable of justifying the details of the price proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

Offeror will agree to take on current bookkeeper, administrative assistant and two customer service representatives.

F. Will employ current workers - 30 points

MEC currently has workers for all positions described in Attachment A from our current staffing agency. It is MEC's preference that we retain them. Offeror's proposal shall specify if they will be able to retain them.

Pre-Proposal Meeting and Questions

A pre-proposal meeting will be held on **April 14, 2022, at 10:00AM CST**. During the meeting, MEC staff will conduct a walk-through of the RFP document. The meeting will be conducted on-line only; on-line attendees should join this meeting:

RFP – Staffing Services Agency

Please register for the online meeting:

<https://attendee.gotowebinar.com/register/4778049147010042892>

Offerors will have the opportunity to ask questions about MEC and the proposal process. A record of the meeting will be made for prospective Offerors who cannot participate at the time of the meeting.

Offerors are also encouraged to submit questions in writing to Jeff Windsor at Metropolitan Energy Center at rfp@metroenergy.org by **April 20, 2022**. MEC will try to respond to all questions publicly via an FAQ on its website, metroenergy.org/rfp-staffing, by **April 22, 2022**.

Emails should use the subject line: “Query for Staffing Services Agency RFP”.

Proposal Submission

Proposals must be received by **April 26, 2022**. MEC is not responsible for technical or transmittal issues when submitting a proposal. All proposals with a MEC inbox timestamp of **2:00 PM CST** or after will automatically be disqualified from the current selection round with no exceptions.

Only proposals sent by electronic mail will be accepted. Hard copy proposals will not be accepted. Please e-mail your proposal to rfp@metroenergy.org subject: **“Staffing Services Agency–<Organization/Company Name>”**. Proposals, including cover page and table of contents; will consist of two electronic files: a technical proposal, responding to the narrative requirements; and a price proposal. Again, Confidential/Proprietary information must be readily identified, marked and separated/ packaged from the rest of the proposal. MEC requests that all materials be included as attachments to one email. Offerors will receive an e-mail response notification of the receipt of their proposal within two business days upon submission.

Administrative Information

A. Proprietary/Confidential Information

Any restrictions of the use of or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests by the Offeror for confidentiality shall be submitted to MEC in advance of the proposal submission deadline, along with the proposal material. The Offeror must state specifically what elements of the proposal are to be considered confidential/proprietary.

Confidential/Proprietary information must be readily identified, marked and separated/ packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is not acceptable. Neither a proposal in its entirety, nor proposal price information will be considered confidential and proprietary. Any information that will be included in any resulting Agreement cannot be considered confidential.

B. Organizational Conflict of Interest – Requirements of this Proposal and Subsequent Agreement

Any business entity or person is prohibited from being awarded an Agreement, if the business entity or person has an “Organizational Conflict of Interest”—as described below—with regard to this solicitation and the resulting Agreement. Offerors should provide a brief written statement noting any conflict of interest within the “Organizational Conflict of Interest” section of the Proposal.

No person or business entity engaged by MEC to prepare the original proposal, or who has access prior to the solicitation to sensitive information related to this procurement process, including, but not limited to requirements, statements of work, or evaluation criteria, will be eligible to directly or indirectly submit or participate in the submission of a Proposal for this solicitation. MEC considers such engagement or access to be an Organizational Conflict of Interest, which would cause such business entity or person to have an unfair competitive advantage.

If MEC determines that an Organizational Conflict of Interest exists, MEC has discretionary power to cancel the Agreement award. In the event the Awarded Offeror was aware of an Organizational Conflict of Interest prior to the award of the Agreement and did not disclose the conflict to the procuring Offeror, MEC may terminate the Agreement for default.

C. RFP Response Material Ownership

MEC has the right to retain Offerors’ original RFP Submission and other RFP response materials for its files. As such, MEC may retain or dispose of all copies as is lawfully deemed appropriate. MEC has the right to use any or all information/material presented in reply to the RFP, subject to limitations outlined in the section, Proprietary/Confidential Information. Offeror expressly agrees that MEC may use the materials for all lawful purposes, including the right to reproduce copies of the material submitted for purposes of evaluation, and to make the information available as required by law or regulation.

D. Binding Offer

A Proposal submitted in response to this RFP shall constitute a binding offer.

Acknowledgment of this condition shall be indicated by the signature of an officer of the Offeror legally authorized to execute contractual obligations and shall bind the Offeror to the proposal. By submitting a proposal, the Offeror affirms its acceptance of the terms and requirements of this RFP, including its attachments and appendices, without exception, deletion, or qualification - and does so without making its offer contingent. The Offeror further agrees to cooperate with MEC and expedite the contracting process upon notice of award.

E. Debarment and Suspension

By submitting a proposal in response to this RFP the Offeror certifies that it, its principals, and proposed sub-contractors (if any):

- Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
- Have not within a three-Year period preceding the Due Date of this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- Are not presently under investigation for, indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph IV.K.2 of the Code of Federal Regulations (CFR); and
- Have not within a three-Year period preceding the Due Date of this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

If the Offeror is unable to certify to any of the statements in this certification, an explanation must be provided as an attachment to the proposal. The inability of the Offeror to provide the certification will not necessarily result in disqualification of the Offeror. The explanation will be considered in connection with MEC's determination whether to select an Offeror.

F. Disclaimer

All statistical and fiscal information contained within this RFP, and any amendments and modifications thereto, reflect the best and most accurate information available to MEC at the time of RFP preparation. No inaccuracies in such data shall constitute a basis for legal recovery of damages or protests, either real or punitive, except to the extent that any such inaccuracy was a result of intentional misrepresentation by MEC.

G. IRS Form W-9

Offeror will be required to provide MEC an IRS Form W-9.

H. DUNS/SAM Number

Offeror is required to provide in their proposal their DUNS, or their System for Award Management (SAM) ID, or a pledge to obtain one prior to beginning work. Additionally, successful Offerors are required to submit their DUNS prior to the Agreement, or purchase order issuance, or payment from MEC.

I. Incurred Costs

MEC is not liable for any cost incurred by the Offeror prior to issuance of a legally executed Agreement, purchase order or other authorized acquisition document.

J. Compliance with all Federal, State and Municipal Laws and Regulations

Successful Offerors shall comply with applicable Federal, State and local laws and regulations in the performance of all work under resulting Agreement. Offeror shall obtain all Federal, State and local permits, authorizations, and approvals of all work performed under the Agreement.

Due to the source of the federal funds, Recovery Act contractual flow downs (see Attachment B) are required to be appended to the service contract.

Award Determination

Additional information may be requested from Offerors by MEC prior to final award determination. MEC is under no obligation to fund any proposal and reserve the right to deny proposals for any reason. Proposals meeting all the program's general policy guidelines may not necessarily receive an award. MEC reserves the right to delay any decision due to budgetary constraints.

MEC reserves the right to vary from the evaluation criteria listed within this document during the bid solicitation period as necessary or appropriate. Any modifications to evaluation criteria will be posted to MEC's website. It is the responsibility of the Offeror to check for these changes.

The Notice(s) of Intent to Award are anticipated to be made in late April 2022, and Offerors will be notified of the Review Committee's determinations via email. Awardees are expected to sign and return the Agreement to MEC within 4 weeks of receiving the document unless otherwise noted in writing by the MEC Contract Specialist.

For more information

Jeff Windsor, Contract Specialist
Metropolitan Energy Center
300 E. 39th Street
Kansas City, MO 64111
Jeff@metroenergy.org

Attachment A: Responsibilities and Qualifications:

Administrative Assistant

The core duties and responsibilities of Administrative Assistant revolve around supporting others. Their principal duty is to the Executive Director but may perform activities supporting other staff members upon request. Daily functions and responsibilities, may include the following:

- Facilitating efficient communication for the Executive Director and other office staff.
- Answering phone calls and taking messages for staff members
- Maintaining the Executive Director's calendar
- Arranging staff meetings and scheduling appointments
- Opening, review, sorting and digitally scan incoming mail
- Prepare communications, such as memos, emails, minutes, reports and other correspondence
- Keeping the office database and filing system up to date and organized
- Purchasing office supplies
- General clerical work and recordkeeping tasks
- Create and maintain filing systems, both electronic and physical

Qualifications:

- Strong organizational skills
- Strong critical thinking skills
- Be able to work from home. MEC's office is accessible as needed during the pandemic, but colleagues are primarily working from home at present. Contract requires
 - o a personal computer (PC) (A laptop PC can be furnished by MEC if necessary), and
 - o ability to maintain one's own office facilities, especially during the pandemic.
- Ability to work independently and multi-task

Bookkeeping Services

- Use Microsoft Teams and SharePoint office systems, as well as QuickBooks Online accounting software, to record day-to-day finance activity.
- Accounts Receivable: use payroll and staff timekeeping data to prepare invoices to funders, following established grant invoicing procedures. Receive and allocate/record revenue in QuickBooks Online. Prepare bank deposits for checks and cash received.
- Accounts payable: retrieve / receive bills and correspondence from vendors, sub-awardees and creditors. Record same in virtual filing and accounting systems. Prepare and record

payments. Manage requests and receipt of W-9 from vendors, maintain W-9 data in QuickBooks Online accounts, and prepare for annual form 1099 filings.

- Ensure costs are allocated by program and/or project, following the established Classification, Customer and Products/Services designations in QuickBooks Online
- Work with Development Department in assisting with Grant Reporting
- Enter Payroll information into QuickBooks Online accounting system
- Review staff timekeeping and labor reports and prepare grant allocation within QuickBooks Online
- Maintain Customer and Vendor files by Account and Fiscal Year
- Follow Accrual Accounting method for maintaining the books
- Monthly reconciliation of expenses for invoicing to grantors
- Identify areas for management review regarding process and practice to improve efficiency and ensure compliance

Qualifications:

- Three (3) years of successful and progressively responsible experience in bookkeeping.
- Be able to work from home. MEC's office is accessible as needed during the pandemic, but colleagues are primarily working from home at present. Contract requires
 - o a personal computer (PC) (A laptop PC can be furnished by MEC if necessary), and
 - o ability to maintain one's own office facilities, especially during the pandemic.
- Strong organizational skills
- Knowledge of federal grants preferred
- Ability to work independently and multi-task

Customer Service: Energy efficiency and benchmarking support professional

Will perform customer service support activities for Metropolitan Energy Center's energy efficiency program, Energy Solutions Hub. The ideal candidate should have experience with utility-sponsored energy efficiency programs and energy benchmarking with Energy Star Portfolio Manager. The candidate should have a strong customer engagement and sales background and excellent time management skills, including the ability to monitor and manage efficiency project progress while seeking additional opportunities within new or repeat customers. The candidate will support the implementation and marketing of benchmarking programs (at minimum) to support program goals and maximize energy savings in the commercial and multifamily marketplace.

- Using established customer lists and historical reporting data, identify businesses and buildings that haven't reported or that have lapsed reporting; conduct research to update contact information and establish or re-establish a reporting contact
- Conduct demos and training for using Energy Star Portfolio Manager, create reports.

- Act as an Energy Advisor by helping customers identify their unique opportunities under energy efficiency initiatives.
- Assistance with completing submissions into Energy Star Portfolio Manager to ensure compliance with program guidelines and procedures
- Maintain, update, and add entries to the system databases accurately.
- Provide assistance with customer service, scheduling, Energy Star Portfolio Manager and other issues as needed.
- Direct communications with customers and trade ally contractors.
- Identifying and implementing process improvements.

Basic Qualifications:

- Understanding of energy efficiency technologies and energy-saving solutions
- Strong communication skills, experience with client engagement and coordination
- Proficient in Microsoft Office Suite, including Word, Excel, Outlook, Teams and SharePoint
- Experience with tracking systems and databases
- Advanced written and oral communication skills
- Strong customer service skills
- Good organizational and planning skills
- Ability to build and maintain relationships

Preferred Qualifications:

- 1+ years of experience with energy efficiency technologies and Energy Star Portfolio Manager
- Bachelor's degree or higher in a related field and 3 or more years of related work experience
- 3-5 years of sales or outreach experience
- 2-3 years' experience in the energy efficiency industry preferred
- Experience interacting with diverse populations and demographic groups

Professional Skills

- Sound business ethics, including the protection of proprietary and confidential information
- Ability to apply detailed knowledge of organizational procedures to make independent decisions and serve as a credible resource for a senior management team
- Ability to work with all levels of internal staff, as well as outside clients and vendors
- Excellent problem-solving skills with ability to analyze situations, identify existing or potential problems and recommend solutions

Attachment B: Recovery Act Flowdowns

SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

**Some of the following provisions may not be generally applicable to your contract but are required to be a part of any contract or award as a condition of the U.S. Department of Energy (DOE) Energy Efficiency and Conservation Block Grant (EECBG) program. Should you have any questions regarding any provision, please contact Metropolitan Energy Center. **

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

Contractor shall comply with all terms and conditions in the Recovery Act relating generally in regards to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Contractor should obtain a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR) and provide that information to MEC.

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

Definitions

"Covered Funds" are funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

"Non-Federal employed" means any employer with respect to covered funds including the contractor, subcontractor, or recipient, as the case may be, if the contractor, subcontractor, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government. Contractor as defined under Part I of this Contract, is a Non-Federal employer for purposes of these provisions, and the terms "Contractor" and "Non-Federal Employer" are used interchangeably.

"Recipient" means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and

includes a State that receives Recovery Act Funds. MEC is a Recipient for purposes of the following provisions, and terms "MEC" and "Recipient" are used interchangeably.

Special Provisions

Flow Down Requirement

Contractor agrees that it shall include the following standard terms and conditions, including this requirement, in any of its subcontracts in connection with projects funded in whole or in part with funds available under the Recovery Act.

Segregation of Costs

MEC is required to segregate the obligations and expenditures related to funding under the Recovery Act. To that end, Contractor agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the Recovery Act.

Prohibition on Use of Funds

None of the funds provided under this agreement derived from the Recovery Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the Recovery Act, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized to examine any records of the contractor, subcontractor, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the contract, subcontract, or grant; and to interview any officer or employee of the contractor, subcontractor, or agency regarding such transactions. Contractor shall cooperate and comply with an authorized representative's request related to this provision.

Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude

posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

Protecting State and Local Government and Contractor Whistleblowers

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- 1) gross mismanagement of an agency contract or grant relating to covered funds;
- 2) a gross waste of covered funds;
- 3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- 4) an abuse of authority related to the implementation or use of covered funds; or
- 5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- 1) Order the employer to take affirmative action to abate the reprisal.
- 2) Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- 3) Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

To effectuate this end, Contractor agrees that both it and its subcontractor(s) shall comply with Section 1553 of the Recovery Act, which prohibits all contractors from discharging, demoting or otherwise

discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. Contractor agrees that it and its subcontractor(s) shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the Recovery Act.

False Claims Act

Contractor shall promptly refer to the DOE or other appropriate Inspector General, as well as MEC, any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

Information in Support of Recovery Act Reporting

Contractor may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of MEC, DOE Contracting Officer or designee.

Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date. Contractor agrees that programs supported with temporary federal funds made available by the Recovery Act will not be continued with other appropriations once the temporary federal funds are expended.

Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor - For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature - If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution - After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

Certifications

With respect to funds made available to State or local governments for infrastructure investments under the Recovery Act, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

Site Visits Authorized

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Contractor must provide, and must require your subcontractor(s) to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties.

Acknowledgement and Disclaimer

An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment. "This material is based upon work supported, in whole or in part, by the Department of Energy - Office of Energy Efficiency and Renewable Energy under Grant Award Number DE-EE0000758 from the Energy Efficiency and Conservation Block Grant Program made available pursuant to the American Recovery and Reinvestment Act (RECOVERY ACT) of 2009."

Disclaimer. "This report, document or project was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Federal, State and Municipal Requirements

Contractor must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

Lobbying Restrictions

By accepting funds under this award/contract, Contractor agrees that none of the funds obligated on the award shall be expended, directly or indirectly, by itself or otherwise, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Reporting and Registration Requirements Under § 1512 of the Recovery Act

This award requires the completion of projects or activities which are funded under the Recovery Act and to report on use of the funds provided through this award. Information from these reports will be made available to the public.

Contractor and any subcontractor(s) must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

MEC must report the information described in section 1512(c) of the Recovery Act and ensure that any information that is pre-filled is corrected or updated as needed.

Accordingly, each Contractor agrees to provide MEC with the following information in a timely manner and upon request:

- 1) Contractor's DUNS number;
- 2) Award number or other identifying number assigned by the prime recipient;
- 3) The total amount of Recovery Act funds received by Contractor during the reporting period;
- 4) The amount of Recovery Act funds that were expended or obligated during the reporting period;
- 5) A detailed list of all projects or activities for which Recovery Act funds were expended or obligated, including:
 - a. the name of the project or activity;
 - b. a description of the project or activity;
 - c. an evaluation of the completion status of the project or activity; and
 - d. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
 - e. the primary place of performance of the contract, including the city, state, congressional district and country;
 - f. The names and total compensation of the five most highly compensated officers of the company if it received:
 - i. 80% or more of its annual gross revenues in Federal awards; and
 - ii. \$25 million or more in annual gross revenue from Federal awards.
- 6) Any other information reasonably requested by MEC or required by state or federal law or regulation.

Each Contractor must supply their DUNS number and an estimate of the number of jobs created and number of jobs retained as a result of the award of Recovery Act funds.

Required Use of American Iron, Steel, and Manufactured Goods Under 1605 of the Recovery Act

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

Contractor agrees that in accordance with Recovery Act, Section 1605, neither Contractor nor its subcontractor(s) will use Recovery Act funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in Recovery Act, Section 1605.

Wage Rate/Davis-Bacon Requirements under Sect. 1606 of the Recovery Act

Contractor agrees that, in accordance with Section 1606 of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act including, but not limited to any Davis-Bacon requirements, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code.

Recovery Act Signage Requirement

Contractor agrees that it will provide adequate signage in compliance with the Recovery Act or DOE grant requirements should any such requirement exist. Notwithstanding any provision regarding Acknowledgement and Disclaimers above, Contractor agrees it will, at the request of City, display official Recovery Act signage at any work site or upon any document prepared under this contract.

Enforceability

Contractor agrees that if the Contractor, or one of its subcontractors, fails to comply with all applicable federal and state requirements, including these provisions, that govern the use of Recovery Act funds, MEC may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to MEC under all applicable state and federal laws.

Conflicting Requirements

Contractor agrees that, in the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I, the Standard Terms and Conditions of Part II and the Recovery Act requirements provided above, the Recovery Act requirements above shall control.