



2022

**Home Performance with ENERGY STAR® Program
Contractor Participation Agreement:**

PSEG Long Island through its Home Performance with ENERGY STAR Program (“Program” or “HPwES”) offers its electric service customers incentives to improve the energy performance, durability, and health and safety of existing one-to-four family residential housing in PSEG Long Island territory. TRC Implements the Home Performance with ENERGY STAR program on PSEG Long Island’s behalf throughout the service territory.

The intent of the Program is to enhance the delivery of building performance services and encourage the use of state-of-the-art diagnostic tools and building science principles to cost effectively reduce energy consumption while addressing indoor air quality, ventilation, and moisture control.

Participating Contractors may contract with PSEG Long Island customers to provide building performance services that are in compliance with all Program requirements and standards. In return, in accordance with Program rules, Participating Contractors may avail themselves of Program technical and marketing support and gain access to customer incentives.

This **Contractor Participation Agreement** (“Agreement” or “CPA”) sets out the terms and conditions under which contractors may participate in the Program (“Participating Contractor(s)").
_____, [Legal name of Participating Contractor], a
_____ [type of entity – individual, partnership, limited liability company, corporation],
organized under the laws of the State of _____ [insert state of organization], with an
address of _____ [PO boxes are not sufficient, street
address required] wishes to be identified as a Program Participating Contractor and to participate
in and comply with the PSEG Long Island Program requirements and the terms and conditions set
forth below.

This Agreement is completely voluntary and can be terminated at any time by PSEG Long Island or the Participating Contractor. PSEG Long Island reserves the right to make changes to the Program upon notice to Participating Contractor. Such notification shall be by e-mail and will be dated and numbered (“Program Announcement”).

The obligations of a Participating Contractor under this Agreement in connection with any customer approved by PSEG Long Island for Program incentives and/or work will continue beyond termination of this Agreement.

In all cases, or at any time, PSEG Long Island's failure to enforce any provisions of the Agreement shall not constitute a waiver of such provisions, nor limit PSEG Long Island's ability to enforce such provisions in the future.

The following Services and support will be made available to Participating Contractors:

- The opportunity to respond to leads generated from a public awareness campaign.
- Potential to participate in other PSEG Long Island initiatives and events.
- Technical and programmatic support.
- Access to PSEG Long Island subsidized training when deemed relevant by PSEG Long Island to assure effective delivery of Program standards.
- Access to the PSEG Long Island HPwES Contractor Portal.

By executing this Agreement, as a condition for participating in the Program, Contractor acknowledges and agrees that Contractor understands and agrees to comply with the terms and conditions set out in this Agreement, and any notifications distributed pursuant to this Agreement by PSEG Long Island or its designee.

1. General Application Procedures and Requirements

Application Procedures. In order to become a Participating Contractor, Participating Contractor shall submit an executed CPA to PSEG Long Island or PSEG Long Island's designee along with documentation of the following:

1.1 Legal name and address of company, or any other names used (assumed names, d/b/a's)

1.2 Telephone number, fax number and email address

1.3 Name(s) and title(s) of individuals authorized to represent Participating Contractor

1.4 Federal Employer Identification Number

1.5 Year firm established

1.5.1 Firm must have been in business for at least three years

1.6 Name and address of parent company (if applicable)

1.7 Date and location of BPI Accreditation

- 1.7.1 BPI identification numbers
- 1.7.2 Number of BPI certified professionals on staff
 - 1.7.2.1 Identify staff members with BPI certification
- 1.8 Proof of satisfactory Dun and Bradstreet rating and/or proof of membership in the Better Business Bureau with a rating of “satisfactory” or better
 - 1.8.1 To further demonstrate the firm’s business capacity, provide at least three of the following:
 - 1.8.1.1 A minimum of three satisfactory references from suppliers of materials or tools
 - 1.8.1.2 A minimum of three recent satisfactory customer references
 - 1.8.1.3 Confirmation that the principals of the firm have satisfactory individual credit scores with no outstanding liens, judgments or bankruptcy within the last seven years
 - 1.8.1.4 Confirmation that the principals of the firm have a minimum net worth of at least \$50,000, verified by an audited financial statement or the last two years of tax returns
- 1.9 Indication of minority and/or women owned business
- 1.10 Confirmation that principals of the firm have not been placed on probation or removed from the Program while with Participating Contractor or another Participating Contractor
- 1.11 Provide proof of general liability insurance coverage of at least \$1 million for Participating Contractor and any subcontractors
 - 1.11.1 Proof of coverage to be evidence by provision of certificates of insurance by both Participating Contractor and any sub-contractors.
- 1.12 Provide proof of licensing.
- 1.13 Participating Contractors unable to meet the above application requirements must submit a written request for a waiver of any application or Program requirements to PSEG Long Island (“Request for Waiver”). The Request for Waiver must provide a detailed explanation of the reasons why the Participating Contractor is unable to comply with any such requirement sufficient to substantiate a waiver. PSEG Long Island reserves the right in its sole discretion to reject any and all Request for Waivers.

Contractor Classification. PSEG Long Island or its designee will process Participating Contractor’s application and classify Participating Contractor as either a Provisional Participating Contractor or as a Participating Contractor.

Each designation is subject to the limitations or requirements set forth below. PSEG Long Island reserves the right to modify the definition, limitations, or requirements of a designation at any time. PSEG Long Island further shall have sole discretion for determining Participating

Contractor's progression into and through a status designation and PSEG Long Island's determination will be final.

- (a) Provisional Participating Contractors shall have the designation of "Provisional" during, at a minimum, the first six months of participation in the Program. In addition, a Participating Contractor will be designated as a Provisional Participating Contractor until completing five projects under the Program which projects must be inspected and approved in accordance with PSEG Long Island's Quality Assurance and Quality Control ("QA/QC Program").
- (b) Full Participating Contractors are Participating Contractors that have met all the requirements of the Program, abide by the terms and conditions of the Program and the CPA, and provide quality services applying industry best practices.
- (c) Both Provisional and Full Participating Contractors are subject to having their completed projects subject to quality assurance and quality control inspections performed by PSEG Long Island or its designee.

2. Program Compliance and Requirements

Participating Contractor shall comply with the following:

BPI Requirements.

- Meet the standards for BPI certification and maintain a Gold Star Contractor status for building performance services provided through the Program.
- Maintain required BPI certifications and Gold Star Contractor status while working in PSEG Long Island's programs.
- Ensure that BPI-certified personnel supervise all jobs performed under the Program, regardless of whether the work is performed by the Participating Contractor's employees, or by a subcontractor.
- Ensure that certified technicians receive, at a minimum, on-going training that is in compliance with BPI's continuing education credits requirement.
- Have at least one staff member who is certified at the 'Specialist' level per BPI accreditation requirements.
- Comply with all BPI requirements including those governing the use of the BPI logo and other promotional materials.
- Notify BPI and PSEG Long Island's designee immediately should Participating Contractor fail to be in compliance with any BPI requirements.
- Agree that additional measures not endorsed or incentivized by PSEG Long Island will be distinguished from incentives available under the Program. The distinction between measures for which incentives are available under the Program and those for which incentives are not available shall be clearly stated in the proposed work scope.

Licensing Requirements. Participating Contractor shall maintain any relevant licenses required by federal, state, county and local government entities or agencies with jurisdiction over work performed in the Program. The Participating Contractor shall provide evidence of current licensing upon request by PSEG Long Island or its designee. The Participating Contractor shall immediately report any loss of relevant licenses to PSEG Long Island. Any loss of pertinent licenses or

unsatisfactory rating of business practices shall require dismissal of Participating Contractor from Program participation.

Permits. It is the sole responsibility of Participating Contractor and its subcontractors to obtain and comply with the terms of any required permits for installing Eligible Measures through the Program. The Participating Contractor shall provide evidence of the applicable permits upon request by PSEG Long Island or its designee.

Insurance Requirements. The Participating Contractor shall maintain general liability insurance coverage of at least \$1 million and produce evidence of current coverage upon request by PSEG Long Island or its designee, and maintain with its records for a period of three years after the termination of this Agreement, insurance certificates for all subcontractors used by the Participating Contractor on all Program projects.

Warranty. Participating Contractor shall provide the customer with a minimum of a written warranty of labor and materials for a minimum of one (1) year from the date the Program work is performed. Equipment installed shall carry manufacturer's warranty, including optional extended warranty coverage.

Customer Issues and Dispute Resolution. If Participating Contractor or its subcontractor becomes involved in a dispute with a customer, Participating Contractor shall work to settle the dispute with a customer amicably utilizing the Participating Contractor' Customer Issue and Dispute Resolution processes on file with BPI. PSEG Long Island and its designees have no responsibility to provide dispute resolution assistance. Regardless of the nature of, or the parties involved in, the dispute and any resolution, the Participating Contractor shall hold PSEG Long Island and its designees harmless from any legal action arising from work associated with the Program.

Participating Contractor's failure to comply with the above Program Compliance and Requirements and satisfactorily cure any such failure caused by such noncompliance within 15 days of Contractor's receipt of notice of noncompliance shall constitute a breach of Program requirements and initiate immediate dismissal from the Program.

3. Program Activity

- During its first and each succeeding year of participation, Participating Contractor shall report to the Program a minimum of ten successfully completed HPwES jobs per year.
- For every completed Home Energy Assessment (HEA), the Participating Contractor shall provide the customer with a report and its accompanying comprehensive work scope proposal that includes measures for improving the energy efficiency, comfort and safety of the home.
- A Home Energy Assessment report must be provided to the customer within five business days immediately following the completion of the HEA. In order to qualify for completion

and Participating Contractor payment, all Home Energy Assessment reports must be signed by the customer.

- All Participating Contractors must maintain a 10% conversion rate (completed HEAs to completed HPwES projects) in order to continue to receive the HEA payment. In addition, all Participating Contractors are limited to 120 HEAs per month.
- All work scopes must be submitted to PSEG Long Island or its designee for approval prior to the start of work. Included with the work scope will be the signed Customer Information form and a copy of the written contract between Participating Contractor and customer.
- Participating Contractor acknowledges that Program approval of a work scope constitutes an administrative review only. It does not imply a technical approval or any warranty for any specific project or the quality of work performed or guarantee PSEG Long Island's payment of Program incentives.
- Participating Contractor shall ensure that all jobs performed under the Program will include, at a minimum, the measures listed in the Program's Minimum Testing and Efficiency Measures.
- Participating Contractor shall perform Program work as an independent contractor. Other than for the payment of the amounts of approved HPwES incentives upon successful completion and required approvals of Program work, PSEG Long Island, its subsidiaries, affiliates, officers, directors, trustees, employees, subcontractors, successors, assign, manager and agents ("Indemnified Parties") shall not be responsible for and shall incur no liability and Participating Contractor shall indemnify the Indemnified Parties for any liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) for any personal injury, death, property damage or other damages that arise out of or relate to Program work or this Agreement.

4. Customer Relations and Business Practices

Participating Contractor shall:

- Treat Program customers fairly and responsibly while providing quality, on-time service.
- Deliver promised services in a timely, competent, and professional manner.
- Not engage in behavior that adversely impacts PSEG Long Island.
- Provide customers the "best option" of available incentives appropriate for that project.
- Provide PSEG Long Island customers access to PSEG Long Island program incentives for all eligible work.
- Ensure prompt and accurate reporting of project completions to the customer and Program.

- Properly represent to the customer and others, its relationship to PSEG Long Island, and PSEG Long Island’s designee, this relationship being that the Participating Contractor is an independent contractor, accredited by BPI and a participant in PSEG Long Island’s Home Performance with ENERGY STAR Program.
- Not represent themselves as working for, approved by, or certified by, the State of New York, PSEG Long Island, PSEG Long Island’s designee, ENERGY STAR or the DOE.
- Not use the PSEG Long Island name or logo for marketing or any other purposes without written permission from an authorized PSEG Long Island representative.
- Provide all Program customers with any required customer information materials.
- Allow random quality control field inspections, by PSEG Long Island or its designee(s), of work that has been performed. Participating Contractor, upon request from PSEG Long Island or its designee, and at no additional cost to the customer, shall make reasonable repairs or corrections to work that Participating Contractor has performed to bring such work up to Program standards.
- Not offer customers “vendor financing”.
- Not offer customer referral incentives under this agreement unless such a plan is submitted to PSEG Long Island for official review and approval.
- Not be the primary owner of more than 1 participating company.
- Contractor shall submit all project documentation accurately and timely upon completion of the project (HPwES). Contractor will ensure customer signs the Post Project Completion form (and Assignment letter if necessary) and include with project close out document submittals.
- The Contractor must advise the customer upfront, if the project is selected for inspection (onsite/virtual/call verification) the customer must respond and comply or forfeit their rebate and any contractor incentives.

Participating Contractor acknowledges that customers who receive a Home Energy Assessment are PSEG Long Island customers first and foremost. PSEG Long Island retains the right to contact participating program customers at any time and for any reason at their discretion.

5. Program Participation

- Participating Contractor acknowledges that participation in the Program is a privilege, and PSEG Long Island or its agent acting on PSEG Long Island’s behalf may suspend or terminate Participating Contractor’s participation in the Program at will.
- Participating Contractor acknowledges that failure to follow Program requirements and procedures will result in the loss of applicable incentives and disciplinary action.
- Participating Contractor acknowledges that if PSEG Long Island determines that the Participating Contractor has not adhered to the terms and conditions of the Program for a project or projects, any Program incentives or subsidies paid to the customer or Participating

Contractor on the project or projects shall be repaid to or recaptured by the Program from the Participating Contractor. The Participating Contractor shall provide PSEG Long Island with direct payment based on the full value of any Program incentives or subsidies paid on Projects that do not comply with Program terms, conditions, policies or procedures identified in this Agreement, the Contractor Program Resource Manual or Program Announcements.

- Participating Contractor understands and agrees to be bound to the methods and procedures related to the QA QC program, including disciplinary action.
- PSEG Long Island or its designee reserve the right to notify customers of any QA QC findings related to Program work performed by the Participating Contractor.
- Participating Contractor shall not employ as an employee or subcontractor, any firm or employee thereof that has been suspended or terminated from this Program or any other PSEG Long Island program without PSEG Long Island's prior written permission.
- PSEG Long Island reserves the right to make changes to the Program at any time and at its sole discretion. Participating Contractors will be notified of such changes by official Program Announcements.
- It is expressly understood that PSEG Long Island and its designee will not initiate any administrative approval of a project under the Program until a fully executed contract between the Participating Contractor and customer, and Customer Information Form, are received.
- Participating Contractor acknowledges that failure to follow Program requirements and procedures, including processing of required documents and compliance with QA QC requirements and procedures, will result in a loss of applicable incentives, and possible disciplinary action including but not limited to probation and/or dismissal from Program participation at PSEG Long Island's discretion.
- Participating Contractors that are suspended or terminated by BPI and subsequently invalidate their BPI accreditation and certification will be immediately terminated from the Program.
- Participating Contractors that are re-instated by BPI following suspension or termination of their accreditation agreement may be eligible for the Program at PSEG Long Island's discretion.

6. Disciplinary Measures

A Participating Contractor who fails to comply with any of the terms of this Agreement, or who provides fraudulent or misleading Program documentation, is subject to the following:

PSEG Long Island reserves the right to impose any of the following disciplinary measures at any time. In all cases involving a Participating Contractor's disciplinary status or denial of Program incentives, PSEG Long Island's written decision is final.

(a) **Probation.** A probation period will last no less than 30 days and the Participating Contractor will be subject to a higher level of QA/QC oversight. Grounds for a Participating Contractor being placed on probation shall include but are not limited to those listed below.

- a. **Project Deficiencies:** The Participating Contractor has 5 or more "Remediation jobs" resulting from the QA inspections performed during the term of the Agreement that have been unresolved for more than 30 days.
- b. **Non-compliance with Program Policies and Procedures.** The Participating Contractor has failed to adhere to Program policies and procedures as outlined in this Agreement, the current Program Technical Specifications and Program Announcements.
- c. **Health and Safety Violations.** The Participating Contractor has 2 or more Quality Assurance F3 scores within a 6 month period.
- d. **BPI Accreditation Breach.** BPI informs PSEG Long Island that the Participating Contractor is in breach of its BPI Accreditation Agreement.

(b) **Suspension and Termination.** A suspended or terminated Participating Contractor forfeits its eligibility for contractor incentives, and its customers will not have access to Program consumer incentives through Participating Contractor. PSEG Long Island has sole discretion in determining whether to suspend or terminate a Participating Contractor. Grounds for Participating Contractor suspension or termination include but are not limited to those listed below.

- a. **Unresponsive.** The Participating Contractor is on Probationary status and has either been unresponsive or has failed to adequately fulfill the terms of their probation.
- b. **Non-compliant with Program Policy and Procedures.** The Participating Contractor has failed to adhere to Program policies and procedures as outlined in this Agreement, the Contractor Program Resource Manual, and Program Announcements.
- c. **BPI Accreditation Suspension.** BPI informs PSEG Long Island that the Participating Contractor's Accreditation has been suspended or terminated.
- d. **Misrepresentation.** The Participating Contractor has submitted false or fraudulent Documentation to the Program at any time, during any phase of participation in the Program.
- e. **Convictions.** A Participating Contractor shall be immediately terminated from the Program if the Participating Contractor or any principal of the Participating Contractor is convicted of a criminal charge that casts the Program in negative light or calls the integrity or workmanship of the Participating Contractor into question.

7. Indemnification and GJGNY Financing

Indemnification - The Participating Contractor shall protect, indemnify and hold harmless NYSERDA, PSEG Long Island LLC, Long Island Electric Utility Servco LLC, Long Island Power Authority, Long Island Lighting Company d/b/a LIPA, TRC Companies, its Implementation Contractors, and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York, resulting from, arising out of or relating to Participating Contractor's or its sub-contractor's performance of this Agreement, including, but not limited to, any claim or suit resulting from or related to mildew, fungus, moisture intrusion or mold of every type and nature. The obligations of the Participating Contractor under this Section shall survive any expiration or termination of this Agreement and shall not be limited by any enumeration herein of required insurance coverage.

Green Jobs – Green New York Financing - The Green Jobs – Green New York (GJGNY) Act of 2009 established a revolving loan fund to provide loans to finance energy efficiency improvements. Participating Contractors have the availability to offer all customers this financing option. Participating Contractors need to become a participating contractor with Energy Finance Solutions (EFS) in order to offer this financing if they are not already an approved EFS participating contractor in another NYSERDA program. .

8. Disclosure of Participation in PSEG Long Island or NYSERDA Programs

Participating Contractor must divulge whether any individual(s), including owners, principles, shareholders, associates and employees affiliated with the Participating Contractor have previously participated in, or are currently participating in any of PSEG Long Island's or NYSERDA's programs including Home Performance with ENERGY STAR. If so, list any and all individuals on the attached certification. Participating Contractor shall continue to disclose and certify this information on an ongoing basis. As such, the Participating Contractor shall notify PSEG Long Island immediately of any changes or updates to this information. PSEG Long Island reserves the right to decline a contractor's application to the PSEG Long Island Program or terminate this Agreement, for reasons including but not limited to such previous negative performance associated with any PSEG Long Island or NYSERDA Program offerings.

I have read, understand, and agree to comply with, all Program commitments described in PSEG Long Island's 2022 Home Performance with ENERGY STAR Contractor Participation Agreement, including all supporting policies described or referenced therein.

I understand that the provisions of this Agreement are effective from January 1, 2022 through December 31, 2022 and that PSEG Long Island reserves the right to modify, at any time during this Agreement term, the provisions of this Agreement.

This Agreement is not binding until signed by both parties.

Participating Contractor Representative Signature

Authorized Signature: _____ Title: _____ Date: _____

Print Name: _____

Program Representative Signature

Authorized Signature: _____ Title: _____ Date: _____

Print Name: _____



2022

Home Performance with ENERGY STAR®

Contact Information for listing on PSEG Long Island’s Web Site (Please print or type):**

Name of Authorized Company Representative: _____

Title of Authorized Company Representative: _____

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

E-mail: _____ Web Site: _____

Tax ID #: _____

**By providing this information, you are giving PSEG Long Island permission to include you on this site. Please note there is no commitment on the part of PSEG Long Island to keep the listing up for any specified length of time.

Home Performance with ENERGY STAR® Participating Contractor Disclosure Form:

Provide disclosure of prior participation in PSEG Long Island’s programs. Complete one of the following below.

1. No individual(s) including owners, principles, shareholders, associates and employees affiliated with (*Company Name*) _____ have previously participated in, or are currently participating in, any of PSEG Long Island or NYSERDA programs including Home Performance with ENERGY STAR. Because this is an ongoing requirement, I shall notify PSEG Long Island immediately and on a continuing basis of any changes or updates to this information.

2. Below are listed the individual(s) including owners, principles, shareholders, associates and employees affiliated with (*Company Name*) _____ who have previously participated in, or are currently participating in, any of PSEG Long Island or NYSERDA programs including Home Performance with ENERGY STAR and Assisted Home Performance with ENERGY STAR. Because this is an ongoing requirement, I shall notify PSEG Long Island immediately and on a continuing basis of any changes or updates to this information.

Name of Individual	Program Name
_____	_____
_____	_____

3. I hereby acknowledge that the Participating Contractor bound by this Disclosure Form holds and will maintain relevant licenses for work to be performed in the following Counties for all of 2022:

Nassau Suffolk Queens

I certify, under the penalties of law, that the statements made in this Disclosure Form have been examined by me and are true and complete. I understand that by signing this Disclosure Form, I consent to verify or confirm the information I have given.

Participating Contractor Representative’s Signature

Authorized Signature: _____ Date: _____

Please email a signed copy of this completed Agreement with signed and completed Disclosure Form to:

Steven.Wagner2@PSEG.com