

Energize Delaware's Home Performance with ENERGY STAR® Program (the "Program") offers financial incentives for contractors who are approved to participate (referred to as "Participating Contractors") in the Program for the completion of Comprehensive Home Energy Assessments, and for eligible occupants, residents or homeowners of residential homes in Delaware (referred to as "Participants") for the installation of qualifying energy-efficient equipment and home improvements.

The Delaware Sustainable Energy Utility has selected Franklin Energy (the "Implementer") to administer the Program. Energize Delaware (the "Sponsor") represents the Delaware Sustainable Energy Utility and Franklin Energy. The Program is designed to improve the energy performance, durability, healthiness and safety of existing residential housing in Delaware by delivering building performance services that use state-of-the-art diagnostic tools and the principles of building science to reduce energy consumption cost-effectively and safely.

In partnership with the national Home Performance with ENERGY STAR Program sponsored by the U.S. Department of Energy, Energize Delaware is offering Participants a comprehensive assistance package designed to increase awareness of –and demand for– residential energy efficiency contracting, while simultaneously building a workforce development infrastructure of trained and certified Participating Contractors to deliver these services.

This Contractor Participation Agreement ("Agreement") is between the contractor submitting this Agreement and the Sponsor. This Agreement sets out the terms and conditions under which contractors will participate in the Program. Under this Agreement, approved Participating Contractors provide building performance consulting and/or installation services that are in compliance with Program requirements and standards. The Program, in return, agrees to provide technical and marketing support for Participating Contractors, as well as access to financial incentives.

This Agreement is completely voluntary and can be terminated at any time for any reason by either the Sponsor or the Participating Contractor, with prior written notice from the terminating party to the other party. In the event of termination of the Agreement for noncompliance, the Participating Contractor will be notified of such termination in writing.

In consideration of the terms of this Agreement, the parties mutually agree to the following.

1. Energize Delaware agrees to offer the following:

- 1.1. Training sessions for Participating Contractors on Program procedures, requirements, and qualifying equipment specifications.
- 1.2. Project-based incentive payments to APC/HPC for improving homes with eligible measures as outlined in this Agreement and the Contractor Operations Manual.
- 1.3. Rebates available to eligible Participants as outlined in the Contractor Operations Manual and as funds are available.
- 1.4. Post-installation verification and inspection of the Participating Contractor's work, when deemed necessary and as part of quality control.
- 1.5. Inclusion of Participating Contractor names, addresses, and contact information in an online list, accessible to Participants, once the following requirements are met: (1) execution of this Agreement, (2) submittal of the Contractors Operations Manual signature form acknowledging receipt, review, and compliance, (3) submittal of required documentation of Delaware business license, applicable contractor licenses and insurances, and (4) completion of the ninety (90) day introductory period as listed below.
- 1.6. Program administered field mentoring and technical evaluation to assure Participating Contractors are delivering high-quality home performance services.
- 1.7. Program administered guidance on Program software, which is required to conduct and report completion of Comprehensive Home Energy Assessments and home improvements in an accurate and timely manner.
- 1.8. Program administered guidance on invoicing project-based incentives for program approved direct install measures, assessment services and reporting, and prescriptive projects.

2. Participating Contractor Roles:

The Energize Delaware program has multiple participation pathways, and each Participating Contractor will self-assign the role that best captures their level of services within the Program. The below descriptions highlight the three (3) core roles within the Program:

- 2.1. **Installation-Only Participating Contractor (IPC):** Participating Contractor specializes in the installation of HVAC, weatherization, lighting or other specific services, but does not perform Comprehensive Home Energy Assessments.
- 2.2. **Assessment-Only Participating Contractor (APC):** Participating Contractor specializes in Comprehensive Home Energy Assessments and diagnostic testing, including Test-Out completions, but does not directly contract for the installation of HVAC, weatherization or other specific services as a company.
- 2.3. **Home Performance Contractor (HPC):** Participating Contractor specializes in Comprehensive Home Energy Assessments and diagnostic testing, including Test-Out completions, and directly contracts for the installation of HVAC, weatherization, lighting or other specific services as a company. Sub-Contracting for all HVAC, weatherization, lighting or other specific installations would not qualify a Participating Contractor as an HPC.

3. All Participating Contractors agree to the following:

- 3.1. Follow all directives as outlined in this Agreement.

- 3.2. Hold and maintain an active license from the Delaware Department of Finance: Division of Revenue and insurance coverage while a participant in the Energize Delaware Program, as well as any applicable local business or contracting licenses. All insurance shall name the Delaware Sustainable Energy Utility and Franklin Energy Services, LLC as additional insured. Prior to commencing any work under this Agreement, the Participating Contractor shall provide up-to-date, active certificates of insurance to the Implementer evidencing such policies.
- 3.3. Where trade requires, hold and maintain EPA Lead-Safe Certification in addition to ensuring that certified technicians receive, at a minimum, training that follows any requirements for continuing education credits.
- 3.4. May not use Energize Delaware's Home Performance with ENERGY STAR Program in promotions or advertising (including the Energize Delaware logo) without the express written consent of Energize Delaware.
- 3.5. Commit to send at least one (1) company representative to attend Program trainings.
- 3.6. Follow the established program sequence of events by submitting an online Participant intake for a Comprehensive Home Energy Assessment to the Implementer to be performed prior to any rebated installations. An Electric account number for the Participant's premise location is required.
- 3.7. Complete the application to reserve incentive funds for projects in the online portal provided by the Implementer. Rebate reservations must be completed in a timely manner. Rebate reservations will be honored for 90 days from the time of approval, unless otherwise noted by the Program.
- 3.8. Comply with all the terms and conditions set forth in the Contractor Operations Manual, which more thoroughly details the specific roles, responsibilities, requirements, policies and guidelines of the Program. The Participating Contractor shall sign a copy of the Contractor Operations Manual and submit a signed copy as acknowledgement of receipt, review, and compliance.
- 3.9. Facilitate or install equipment meeting or exceeding specifications and/or eligible installations as listed on the Home Performance with ENERGY STAR Post-Installation Inspection (Test-Out) Form.
- 3.10. For rebated installations, must complete and submit Home Performance with ENERGY STAR final paperwork, and Test-Out Form from APC/HPC into the online portal within five (5) business days from the date of completing the improvements with the necessary documentation as defined in the Contractor Operations Manual.
- 3.11. For rebated installations, must adhere to local jurisdiction requirements regarding work permit documentation and processes.
- 3.12. Install all qualifying improvements for which incentives are provided in a professional manner, consistent with Program standards, manufacturer specifications, and in conformance with all applicable building codes, zoning laws, local, state and federal requirements, and other relevant requirements.
- 3.13. Maintain accurate business records relating to the installation of qualifying improvements per customary industry practice for at least twelve (12) months following installation. Business records must be made available to Energize Delaware for verification if requested.
- 3.14. Take full responsibility for the work of all subcontractors and will warranty workmanship for a period of at least twelve (12) months after installation is completed for all materials furnished and labor performed. The warranty period shall commence at the time of final acceptance by the Participant and is indicated by the date of Participant's signature on the Test-Out Form. During this period, contractor shall provide replacement materials and the necessary labor (at no additional cost to Energize Delaware, Implementer or the Participant) to replace the defective materials and repair incorrectly operating equipment.
- 3.15. Contractor agrees to allow Energize Delaware, the Implementer or its designee to conduct random field inspections of work that has been performed. IPC, upon request from Energize Delaware or its Program Implementer, and at no additional cost to the Participant, shall make or arrange for reasonable repairs or corrections to work that the Participating Contractor or its subcontractor performed to bring such work up to Program standards.
- 3.16. Commit not to employ as a subcontractor any firm that the Participating Contractor knows to have been suspended or terminated from the Program or any other Sponsor program without Sponsor's prior written permission.
- 3.17. Shall conduct background investigations on all employees who perform work under this Agreement and for which the Participant will seek a rebate under the Energize Delaware Program. Such background investigations shall, at a minimum, include a complete criminal history records check conducted no more than (1) year prior to assignment to the Program, which shall report all felony convictions within the previous seven (7) years. Such background investigations shall be conducted by a competent professional organization and shall be in compliance with the Fair Credit Reporting Act and applicable state laws. Upon request from the Program, contractor shall submit background investigations to the Program within one (1) week of any request for documentation to evidence compliance with this requirement.
- 3.18. Shall not knowingly misrepresent any information concerning the Program, its purpose, policies and procedures, or the Participating Contractor's role in the Program or relationship with the Implementer or the Sponsor.
- 3.19. Shall not communicate with the media about the Program without written authorization and coordination with Energize Delaware, including public or private social media or other applicable communication avenues.
- 3.20. Understands that participation in the Program does not constitute an endorsement of any kind on the part of the Implementer or Sponsor. Contractor shall not state or imply any such endorsement, either directly or indirectly.
- 3.21. Follow the identity guidelines for using the Home Performance with ENERGY STAR mark (available at www.energystar.gov/marks) and ensure that authorized representatives, such as advertising agencies, also follow them.

- 3.22. Contractor is eligible to use Energize Delaware Participating Contractor Logo on website and marketing materials after signing Logo Use Agreement Form.
- 3.23. Violation of the terms of the Agreement and/or policies and procedures of the Program may result in corrective actions, up to and including removal from the Program.
- 3.24. Violation of the terms of the Agreement and/or policies and procedures of the Program may result in financial actions, up to and including removal from the Program.
- 3.25. Contractor agrees that for any work Sponsor deems defective or based on contractor's fraud or misrepresentation of the policies and procedures of the Program, the Contractor may be denied incentive payments, Sponsor may offset from future incentivized amounts to the Participating Contractor, or Participating Contractor may be required to reimburse Sponsor for incentivized payments.

Measure Installation Incentives

4. Installation-Only Participating Contractor (IPC) additionally agrees to the following:

- 4.1. Follow all directives as outlined in section 3.
- 4.2. IPCs should have a partnership with at least one APC or HPC for Home Performance Assessment and Test-Out completions. Please list current APC/HPC partnerships (minimum of one per county):
 New Castle: _____
 Kent: _____
 Sussex: _____
- 4.3. IPCs must provide clearly written and accurate proposals which contain the efficiency, sizing and fuel types for equipment to be installed.
- 4.4. IPCs must provide clearly written and accurate final documentation of installed measures, as defined in the Contractor Operations Manual.
- 4.5. Shall reimburse an APC/HPC on potential costs associated with project Test-Out completion or perform project Test-Out to the Participant directly, ensuring adherence to all of the responsibilities in section 5.
- 4.6. Notification to Participant on potential costs associated with Test-Out completion must be documented on all project proposals.

5. Assessment-Only Participating Contractor (APC) & Home Performance Contractor (HPC) additionally agree to the following:

- 5.1. Follow all directives as outlined in section 3.
- 5.2. Submit a Comprehensive Home Energy Assessment report and signed Participant Terms & Conditions (electronically signed or as PDF attachment to project) utilizing the program implementer's chosen assessment tool, within ten (10) business days from date of completing the home energy assessment to be used for reference purposes only by the Implementer.
- 5.3. Hold and maintain required Building Performance Institute (BPI) certifications while a participant in the Energize Delaware Program. To comply with this certification requirement, all Participating Contractor staff performing assessments on behalf of the Contractor must hold and maintain, at a minimum, BPI Building Analyst Professional certification.
- 5.4. Must possess the required diagnostic equipment, in good working order, follow manufacturer recommended intervals for calibration, and can deploy the equipment at each participating business location prior to commencing Home Energy Assessments or installing measures under the Program.
- 5.5. While performing Home Energy Assessments, Contractor must comply with all applicable BPI certification standards governing home performance assessments, diagnostics and treatments described in the Contractor Operations Manual.
- 5.6. During the assessment process, any health and safety issues that are identified, including but not limited to carbon monoxide, asbestos, mold and lead, will need to be rectified prior to any work being completed in the home. The Contractor will need to have verification via Program-approved diagnostic equipment that the proper remediation has been completed prior to starting the recommended Home Performance with ENERGY STAR work in a Participant's home and will provide sufficient documentation of remediation to the implementer prior to work commencing.
- 5.7. Must agree to use Program-approved software for building analysis and estimation of energy savings.
- 5.8. In order to comply with the national Home Performance with ENERGY STAR Program's core requirement to educate homeowners on their energy usage, during a Home Energy Assessment, the Participating Contractor must provide the homeowner with a detailed report containing comprehensive recommendations for improving the energy efficiency, comfort and safety of the home. The report must include an estimate of the total energy savings from the proposed improvements, equivalent to the maximum attainable energy savings specific to the home. (It is not a requirement of the Program, however, that Participants implement the full package of recommendations in order to participate. Participants may elect to implement only a portion of a recommended package and claim incentives for any eligible measures installed.)

- 5.9. Contractor will collect Participant utility account numbers for metered fuels and electricity at each completed assessment. When facilitating Participant intake process, contractor must express this requirement to Participants and ask that they provide the accurate electric account number during the online intake process on the Program website.
- 5.10. Perform Test-Out responsibilities for Participants served who have installed prescriptive measures in the program with IPC or other program contractors. Contractor must inform Participants of any associated costs related to Test-Out processes and every effort should be made to complete one Test-Out if multiple installations occur.
- 5.11. Required to inform Participants of and offer Program-approved Direct Install Measures at no additional cost through the Energize Delaware Home Performance with ENERGY STAR Program. Upon the Participant's selection of Program-approved Direct Install Measures, Contractor is required to install measures in the home to ensure achievement of estimated energy savings (up to the established total incentive cap for Direct Install Measures). Contractors may exceed the total incentive cap but will only be reimbursed by the Program amounts up to the maximum incentive value.
- 5.12. Shall perform or participate in at least five (5) Home Performance with ENERGY STAR assessments and/or installation projects biannually every six months. If the Participating Contractor fails to meet this threshold, the Participating Contractor may be required to send an updated business plan to the Program.
- 5.13. Follow the identity guidelines for using the Home Performance with ENERGY STAR mark (available at www.energystar.gov/marks) and ensure that authorized representatives, such as advertising agencies, also follow them.

Comprehensive Home Energy Assessment & Direct Install Measure Installation Fees

6. Program Acceptance:

Participation in Energize Delaware's Home Performance with ENERGY STAR Program is contingent upon the Implementer's review and acceptance of (1) this executed Agreement, (2) accurate submission of required Delaware business license, applicable contractor licenses and insurances, (3) a written business plan and (4) completion of the ninety (90) day introductory period as listed below.

Note: Participating contractors who are under agreement—and in good standing—with the Program will not be required to resubmit a business plan, nor follow an introductory period.

Business Plan:

A written business plan is required for any new contractor applicant or existing Participating Contractor not in good standing with the Program. The business plan should include the following:

- An outline as to how the Home Performance with ENERGY STAR Program fits into the current business model of the applying Participating Contractor.
- Detail regarding how the applying Participating Contractor plans to meet the production requirements of the Program's assessment and/or job completions as set forth in this Agreement.
- Projection of the number of completions (assessments and/or jobs as applicable) and how the applying Participating Contractor plans to achieve these goals.

Introductory Period:

New Participating Contractors will be subject to a ninety (90) day introductory period before full acceptance into the Program. During this period, applying Participating Contractor agrees to:

- Account management and/or quality assurance visit on first five (5) assessments and jobs performed within the Program. Full acceptance into the Program will be contingent upon the 100% quality assurance pass rate of the projects, as well as the Implementer's recommendation for full participation.
- Acceptable performance during program administered field mentoring and technical evaluations.
- Accurate and timely reporting of completed Comprehensive Home Energy Assessments and Participant reports.
- Accurate and timely invoicing of project-based incentives for program-approved direct install measures and prescriptive projects
- Acceptable Participant service results regarding follow up, repairs, Participant inquiries and ownership of program projects.

During and after this introductory period the Energize Delaware Program reserves the right to terminate participation of any Participating Contractor if program standards, most importantly Participant service and timeliness, are consistently ignored, not fulfilled or abided by. All contractor applicants will have public information reviewed, including web presence, to verify the contractor is in good standing and will be a positive addition to the Energize Delaware participating contractor community.

- If the applying contractor is fully accepted to the Program after the introductory period, the Participating Contractor will be listed as an IPC, APC or HPC on Energize Delaware's Program webpage.
- If the applying Participating Contractor is not fully accepted to the Program after the introductory period, the contractor may not submit an application to the Program for reconsideration for twelve (12) months.

Upon review of all documentation, the Implementer reserves the right to deny participation to any Participating Contractor at the time of application for any reason.

7. Confidentiality Agreement:

All information, including invoicing data submitted to Energize Delaware, will be kept confidential within the Energize Delaware Program and will only be used in aggregate form, as required, by the Delaware Sustainable Energy Utility.

The Participating Contractor shall keep any confidential information received pursuant to this Agreement in strictest confidence and shall not use, exploit, disclose, or permit the use, exploitation, or disclosure of any confidential information, except to persons or entities directly involved in the Program and then, only to the extent necessary to perform the services, or as otherwise required by law. The Participating contractor may not use confidential information, including personal Participant information, for any purpose other than to participate in the Program.

The Participating Contractor shall take all measures to ensure that its employees keep any confidential information strictly confidential and not use or exploit any of the confidential information in any manner without the written consent of the Sponsor. The Participating Contractor will be responsible for any breach or anticipated breach of this Agreement by any employee or third party to whom it discloses confidential information.

8. Limitation of Liability:

IN NO EVENT SHALL ENERGIZE DELAWARE OR THE IMPLEMENTER BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Indemnification:

To the fullest extent permitted by law, Participating Contractor shall, at its own cost, defend, indemnify and hold harmless Energize Delaware and Implementer, including their officers, implementers, directors, employees, agents, assignees and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney’s fees and expenses, and all court or arbitration or other dispute resolution costs, or any of them, resulting from, arising out of, or in any way directly connected with this Agreement or work performed by the Participating Contractor.

By signing this Agreement, Participating Contractor’s representative is certifying that:

- Participating Contractor does not have any unresolved or outstanding complaints before the Delaware Department of Finance: Division of Revenue or a pattern of outstanding litigation that involves his or her work;
- Participating Contractor’s representative has the necessary legal authority to act on company’s behalf;
- All the information supplied is accurate; and
- Participating Contractor has read, understood and agreed to all the definitions, terms and conditions that are a part of this Agreement.

Participating Contractor Agreement					
By signing below, you are agreeing that:					
1. The information supplied on your application to the Program is true, correct and complete.					
2. You have read, understand and agree to abide by the Program Participation Requirements and Terms and Conditions set forth in this Agreement and in the Contractor Operations Manual.					
I would like to participate under the following role (initial):	Installation-Only Participating Contractor (IPC)		Audit-Only Participating Contractor (APC)		Home Performance Contractor (HPC)
Business Services (Initial all that apply)	Home Energy Assessments	HVAC Service & Replacement	Air Sealing & Insulation	Duct Sealing	Water Heating
Contractor Business Name:			Business Phone:		
Contractor Business Email:			Contractor Website:		
Contractor Representative Printed Name:					
Contractor Signature:					Date:

For more information, call **877-524-1339** or visit **EnergizeDelaware.org** and click on Home Performance with ENERGY STAR.