

FirstEnergy Pennsylvania Residential Energy Audit Program

Participating Contractor Agreement

June 1, 2016 through May 31, 2021

1. Explanation of Agreement:

- A. This Agreement outlines the responsibilities and requirements of contractors who wish to participate in the FirstEnergy Pennsylvania Residential Energy Audit Program, hereinafter referred to as the "Program", offered by FirstEnergy's Pennsylvania utilities (Metropolitan Edison Company ("Met-Ed"), Pennsylvania Electric Company ("Penelec"), Pennsylvania Power Company ("Penn Power") and West Penn Power Company ("West Penn Power"). Except where otherwise noted in this document, "FirstEnergy PA" and or the "Utility" refer to the FirstEnergy Pennsylvania utilities of Met-Ed, Penelec, Penn Power and West Penn Power. "Participating Contractor" and or "trade ally" refer to the contractor specifically bound as a signatory to this Agreement. The "Implementing Contractor" refers to GoodCents Solutions™.
- B. Participating Contractors contract with residential utility account holders throughout the service territories served by FirstEnergy PA to provide building performance services that are in compliance with program requirements and standards. The Program, in return, agrees to provide technical and marketing support for participating contractors. Customers in the FirstEnergy PA service territories may be eligible to receive a Residential Energy Audit along with the installation of energy-efficiency improving products, and rebates on installation of energy-efficiency measures. Participating contractors will be able to market these incentives and rebates to FirstEnergy PA residential customers by signing this agreement and maintaining good standing in the Program.
- C. This Agreement supersedes any previous agreement with respect to the subject matter hereof, is completely voluntary and can be terminated at any time and for any reason by the participating contractor, the implementing contractor or by the Utility.
- D. The Program is only available to FirstEnergy PA customers.
- E. Technical Requirements for the Program are included in Attachment 1.

2. Benefits to Participating Contractors:

FirstEnergy PA and the Implementing Contractor will provide the following support to participating contractors:

- A. The ability to market the Residential Energy Audit;
- B. The ability to market incentives for the installation of home performance energy-saving measures such as air sealing and insulation;
- C. Access to Program marketing materials such as program branding materials, program literature, incentive forms, and advertising campaigns, etc.;
- D. Administrative training on Program requirements and participation requirements;
- E. Easy access to Program support resources and email updates on program information and changes;
- F. Use of Program required software. The software will allow submission for payments, reporting of field results from audits, and calculation of customer rebates, incentives and energy savings from completed projects;
- G. Being listed as a Participating Contractor on the Program website;

- H. Use of the FirstEnergy PA Participating Contractor logos; and
- I. Quality assurance field inspections (QA) and quality control data verification (QC) with prompt feedback to the participating contractor to ensure adherence to high standards of quality.

3. Participating Contractor Business Model Election

In order to become and to remain a Participating Contractor, the Participating Contractor must elect a contractor business model and comply with the following requirements.

- The Participating Contractor will be designated within the Program as either an “Auditor” or a “Full Service Contractor”.
- An “Auditor” will only provide
 - diagnostic Energy Audits (“Test-Ins”);
 - installation of light measures; and
 - any follow up assessments (“Test-Outs”) after completion of major measure improvements that may require a Test-Out per BPI standards, or a test-out blower door test if the workscope included air-sealing
- A Full Service Participating Contractor may provide Whole House Improvements as well as diagnostic Energy Audits.
- All Full Service Participating Contractors shall maintain a valid Pennsylvania Home Improvement Contractor (PAHIC) license;
- Any Auditor who is not PAHIC licensed must provide documentation verifying three (3) of the seven (7) following:
 1. documentation that the principals in the business have a satisfactory individual credit score with no outstanding liens, judgments or a bankruptcy within the last seven (7) years;
 2. documentation that the principals have a net worth of at least \$50,000 verified by an audited financial statement or Federal Income tax returns from the previous two years;
 3. a satisfactory Dun and Bradstreet Rating for the contracting firm applying for participation;
 4. a satisfactory banking reference. A satisfactory banking reference includes, but is not limited to, a letter on official bank letterhead signed by a Branch Manager or Associate Manager. The letter must include: (a) a determination of Contractor’s good standing with the bank; (b) length of time Contractor has done business with the bank; (c) number of accounts Contractor held at the bank; (d) contact information of the signee;
 5. a minimum of three (3) satisfactory professional/trade references, such as suppliers of materials, tools, or credit. A satisfactory reference would consist of name of contact, phone number, address of company and name of company;
 6. a minimum of three (3) satisfactory customer references. A satisfactory reference would consist of a signed letter with comments regarding the performance of work done. The letter must be signed by the customer and include the customer’s contact information; and
 7. a satisfactory standing with the Better Business Bureau.
- An Auditor Participating Contractor shall:
 - not perform any Whole House Improvements and
 - inform their customers that having Whole House Improvements done by a company which does not maintain a PAHIC license is a violation of Pennsylvania Law.

3.1 Documentation Requirements

The Participating Contractor shall submit the following to the Implementing Contractor:

- documentation of the Participating Contractor's business structure (i.e., Sole Proprietorship, Corporation, LLC, LLP, General Partnership, Limited Partnership); and
- name and title of individual executing this Agreement on behalf of the legal entity and evidence that he or she has the authority to bind the company or organization.

The Participating Contractor shall also:

- comply with any applicable County licensing requirements; and
- disclose any prior and current participation in the Utility's various demand side management programs. The names of any owners, officers, directors, members, principals, shareholders, associates, employees, agents and subcontractors affiliated with the Participating Contractor that have previously participated in, or are currently participating in, any of the Utility's programs, including the HVAC Equipment and Income Eligible Energy Efficiency Programs, must be provided to the Utility. This is an ongoing requirement. As such, throughout the term of this agreement, the Participating Contractor shall notify the Utility immediately of any changes or updates to this information.

3.2 Certification Requirements

In order to participate in the Program and to continue as a qualified participant, Participating Contractors shall meet the following certification and/or experience requirements:

- Auditors:
 - BPI BA with three (3) years' experience; or
 - BPI BA with onsite QA done on 2 of the first three (3) homes
- Full Service Contractors:
 - BPI BA with three (3) years' experience; or
 - BPI BA with onsite QA done on 2 of the first three (3) homes; AND
- provide the Implementing Contractor with the names and BPI certifications for staff assigned to each jurisdiction. This is an ongoing requirement. As such, throughout the term of this agreement, the Participating Contractor shall notify the Utility or the Implementing Contractor immediately of any changes or updates to this information;
- encourage the employment of services of other companies with BPI Certified personnel when unsupervised subcontracting of work is necessary;
- ensure that employees receive training, at a minimum, to meet the requirements of BPI's continuing education credits;
- maintain in good standing BPI certification throughout the term of this Agreement;
- notify BPI and the Program immediately should it be in non-compliance with any BPI certification requirements; and
- maintain effective procedures for quality control as required by BPI for resolution of customer complaints or disputes and for response to customer emergencies. Upon request, Participating Contractor shall make these procedures available to the Utility or the Implementing Contractor for review and improvement.

4. Program Requirements

- A. Individual terms and conditions contained on the Program incentive documents will apply for the FirstEnergy Residential Energy Audit Program.. Participating Contractors agree to the terms and conditions on those forms, agree to present all customers with the appropriate forms, and have them sign the forms and obtain full and current contact information for each customer including email addresses, cell phone numbers, and home and work numbers provided by customers.
- B. Participating Contractor shall obtain from customers all required authorizations, including the landlord/property owner's permission to visit the home and perform any installations, if the customer is a tenant, and Participating Contractor shall obtain customer sign-offs that any installations were completed.
- C. Participating Contractor shall become properly trained in and use the program mandated software for reporting, energy saving estimation and rebate submission.
- D. Participating Contractor will be required to provide periodic status reporting for all current customers who have received Residential Energy Audits to ensure that customers who are eligible for the rebates are reported.
- E. Participating Contractor agrees to perform all work for which incentives are sought under the program in accordance with all program standards. Program Standards, at a minimum, require compliance with all appropriate Building Performance Institute (BPI) Technical Standards and standards under the Department of Energy Standard Work Specification for Home Energy Upgrades ("SWS"),
- F. Participating Contractors must use BPI-certified personnel to perform test-in to all homes per BPI Technical Standards. The test-in is a diagnostic audit that must include air leakage and combustion safety testing - including worst case depressurization. A diagnostic test-out (air leakage and/or combustion safety testing) may also be required, per BPI Technical Standards, depending on the work-scope.
- G. Participating Contractors in the program further agree to report test-in and test-out data, as specified by the program, to implementing contractor through specified channels. Program-provided Home Energy Audit and Major Measure Rebate Application forms must be utilized and must be signed by the customer and contractor.
- H. Customers must be informed by Participating Contractor that failure to correct BPI combustion safety problems identified by a participating contractor or implementing contractor will jeopardize their receipt of a rebate.
- I. Participating Contractor agrees to follow all guidelines established by BPI, including requirements for comprehensive home energy audits with regards to recommendations for improvement and written customer reports, installation of measures, and post installation testing (test-out).
- J. Participating Contractor agrees to offer and install light measures during time of audit. Water saving measures may only be installed in homes with electric water heaters.
- K. Participating Contractor shall provide each homeowner with a program mandated software report that details findings of performed audit with energy saving improvement recommendations.
- L. During the first and each succeeding year of participation (determined by date of activation of this agreement), Participating Contractor shall report to the Program a minimum of ten (10) completed audits or five (5) completed jobs per year in order to be considered an active Participating Contractor within the Program.
- M. Participating Contractors must submit projects to the program for review and approval within 30 days of completion (i.e., date of audit or completion of major measure installation).
- N. Participating Contractors who repeatedly submit projects late may have their contractor status adjusted.
- O. The Utility requires that all employees of Participating Contractor who perform work under Energy

Audit Program be free of drugs and the influence of alcohol. All such employees, when reporting for duty and while on duty, must be "fit for duty," defined as the appropriate mental and physical condition necessary to perform work in a safe, competent manner, free of the influence of drugs and alcohol. Possession of drugs, drug paraphernalia, and alcohol is prohibited at any customer home.

- P. Participating Contractor shall retain all necessary licensures, certifications, training and other requirements deemed necessary by state law and the program policies and guidelines, including all relevant documentation pertaining to the installation of efficiency measures.
- Q. Participating Contractors shall maintain general liability insurance coverage of at least \$1,000,000.
- R. Participating Contractors shall comply with all applicable federal, state and local laws in conducting its work under this Agreement.

5. Business Practices:

- A. Participating Contractor will provide the Implementing Contractor or Utility with access to such documentation on request. This includes liability insurance, permits, licensure, or certification information, and installed equipment model and serial numbers.
- B. Participating Contractors shall maintain effective procedures for quality control, resolution of customer complaints or disputes, and response to customer emergencies.
- C. Participating Contractors shall respond to customer inquiries in a timely manner and ensure prompt and accurate reporting of project completions to the Program;
- D. Participating Contractors shall act as appropriate ambassadors and marketers for the Program;
- E. Participating Contractors shall treat all customers fairly and deliver promised services in a timely, competent, and responsible manner;
- F. Participating Contractors shall conduct themselves in a professional and respectful manner when interacting with customers and any Utility employee, Program Implementer, and/or the Program Quality Assurance staff;
- G. Participating Contractors shall provide all customers with required customer and Program information materials;
- H. Participating Contractors shall provide, for any equipment installed, the manufacturer's warranty, if applicable; and
- I. Participating Contractors shall work with the Utility and their Implementing Contractor to amicably resolve any dispute with a customer regarding work performed or business practices. If such discussion does not produce an outcome acceptable to the customer and the Participating Contractor, the Participating Contractor shall settle the dispute through the Participating Contractor's customer complaint resolution process on file with BPI, or, if not applicable, with the Implementing Contractor.
- J. Participating Contractor, upon request of the Utility or its Implementing Contractor, 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. This requirement survives the termination of this agreement;
- K. The Participating Contractor will be notified by the Implementing Contractor of all non-compliance issues discovered as a result of these inspections. Within 30 days of the notification, and at no additional cost to the customer, the Participating Contractor shall make any required health and safety repairs or corrections and/or reasonable repairs needed to bring such work up to Program standards. All serious health and safety non-compliance issues associated with the project must be rectified by the Participating Contractor immediately.
- L. Failure to comply with the Agreement will result in disciplinary actions as described in Section 12.

6. Contractor Relationship with Program:

- A. Participating Contractors shall properly represent the relationship between the Participating Contractor, the Utility, the Implementing Contractor and program. The Participating Contractor is acting as an independent contractor under this Program and is not acting as an agent of the Utility or Implementing Contractor.
- B. For the Program, the Participating Contractor shall identify itself as an independent contractor and a qualified participant in the FirstEnergy PA Residential Energy Audit Program. The Participating Contractor is acting as an independent contractor under this program, and has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be provided to customers that may be eligible for program incentives.
- C. The Participating Contractor and its employees shall not represent themselves as employees and/or agents of, or certified by the Utility or the Implementing Contractor or the Federal government.
- D. The Participating Contractor acknowledges and agrees that participation in the Program is in no way to be construed as an endorsement by the Utility, the Implementing Contractor, or the Federal government of the participating contractor's work.
- E. Participating Contractors acknowledge and agree that they participate in the Program at the sole discretion of the Utility and the Implementing Contractor and are subject to removal from the program and discontinuation of eligibility to promote the program to FirstEnergy PA residential customers if they fail to comply with the terms and spirit of this Agreement or if the Utility or the Implementing Contractor in its discretion shall elect to terminate this agreement with the Participating Contractor.
- F. In the event a Participating Contractor is removed from the program, they shall immediately cease promoting their participation in the Program and shall return (at their own expense) any marketing material provided by the Program. A removed Participating Contractor shall not be eligible for consideration to be reinstated for twelve calendar months from the date of notification of removal. A removed Participating Contractor shall have a one-time option to appeal the removal decision in writing to the Implementing Contractor. All decisions of the Utility and the Implementing Contractor shall be final and binding.
- G. Participating Contractors are responsible for all of the work performed by their subcontractors, including ensuring that subcontractors adhere to Program policies and standards;
- H. Upon request, the Participating Contractor must provide information related to all subcontractors providing program services, fully describing the nature of these relationships, ownership data, and other information requested by the Utility; and
- I. The Participating Contractor cannot employ as a subcontractor any firm that has been suspended or terminated from this Program or any other Utility program without prior written permission. Failure to do so may result in disciplinary action and/or termination from the Program.
- J. Participating Contractor shall accept full and exclusive liability for its personnel's salaries, employee benefits, allowances for vacation, sick leave, holiday pay, employee insurance and retirement benefits, all payroll taxes, workers' compensation and employer's liability insurance, and other insurance premiums measured by payroll costs, other contributions and benefits imposed by any applicable law or regulation, plus all Participating Contractor personnel expenses incurred in conformance with standard Participating Contractor policy, including travel, accommodation and subsistence expenses. The Utility shall not be responsible for Participating Contractor personnel administration matters as such relate or are applied to such personnel including, without limitation, pay, internal discipline, equal opportunity or discrimination claims.
- K. Neither the Utility nor the Implementing Contractor, nor their affiliates, subsidiaries or successors are, or shall be construed to be, an employer (common law or otherwise), co-employer or

joint employer of any Participating Contractor personnel.

7. Post-Installation Work Verification:

- A. Utility, the program implementer or an evaluation contractor may conduct random field inspections on work performed under this Agreement in order to verify work performed and assess the quality standards sought by this program. If an inspection by the Utility, the implementing contractor, or any other entity authorized by the Utility determines that actual field conditions do not corroborate conditions indicated on a participating contractor's and/or customer's application, he/she may become ineligible for an incentive.
- B. A Participating Contractor's failure to meet minimum program standards and correct deficiencies may lead to the participating contractor being removed from the program and rendering the participating contractor and their customers ineligible to receive future incentives under the program.
- C. Participating Contractors are subject to the quality assurance requirements in Attachment 1.
- D. For all work performed under the Agreement, participating contractors must meet and uphold the Building Performance Institute's health and safety requirements and protocols for Building Analyst Professionals. Any health and safety non-compliance issues associated with the work-scope must be rectified by the participating contractor per BPI Technical Standards.

8. Indemnification and Limitation of Liability:

- A. In no event shall the Utility or the Implementing Contractor have any liability for claims of any kind, whether based on contract, tort (including negligence and strict liability), or otherwise, for any loss or damage sustained or incurred by any third party relating to this Agreement or the performance of services or participation by the participating contractor in the Residential Energy Audit Program.
- B. The Participating Contractor hereby releases and discharges the Utility and the Implementing Contractor from all liability for such claims.
- C. The Participating Contractor shall, to the fullest extent permitted by law, assume all liability for and agree to indemnify, defend (at Utility's option) and hold harmless the Utility and the Implementing Contractor and their respective affiliates, officers, directors, agents, servants, employees and representatives from and against any and all liabilities, losses, claims, damages, suit charges, costs, expenses (including attorney's fees and costs) demands and causes of actions of every kind or character arising or alleged to have arisen out of any claims (just or unjust) for damages for personal injury including death to any employee or person, for damage or injury to property and from any and all resulting damages, expenses, costs and fees, arising out of or in any way occurring incident to the performance of the agreement and/or the acts or omissions of the participating contractor, its employees and/or subcontractors.
- D. Additionally, the Participating Contractor agrees to assume all liabilities or attorney's fees and other costs incurred by the Utility arising out of the Utility's efforts to enforce the provisions of this section.
- E. Where used in this section, the term "Participating Contractor" shall also include any subcontractor or any person, firm or entity directly or indirectly employed by or under contract with Participating Contractor, subcontractor to Participating Contractor, or supplier to Participating Contractor.
- F. The indemnification obligations of the Participating Contractor provided for herein shall apply irrespective of any partial or contributed negligence or alleged partial or contributed negligence of the Utility and or Implementing Contractor.
- G. The Participating Contractor shall nevertheless remain liable hereunder on account of the negligence of a party other than the Utility and/or Implementing Contractor whether or not the Utility is partially negligent.
- H. The indemnification obligations of the participating contractor provided for herein shall in all events survive performance of the other obligations of the participating contractor under the Agreement and

shall survive termination of the Agreement for any reason.

- I. Should the Utility or the Implementing Contractors be required to pay any amount to a governmental agency for failure by the Participating Contractor (or its subcontractors) to withhold any amount as may be required by law, the Participating Contractor agrees to indemnify each of the Utility and the Implementing Contractor, as the case may be, for any amount so paid, including interest, penalties and fines.

9. Tax Liability:

Incentives may be taxable as gross income to parties receiving incentives. The Utility or Implementing Contractor is not responsible for any taxes that may be imposed as a result of receiving incentives through this program.

10. Trademarks and other Intellectual Property:

- A. FirstEnergy PA reserves all ownership rights in the FirstEnergy PA Trademarks (as defined below). Except as expressly provided in this Agreement, the Utility does not transfer or license any trademark or other intellectual property rights to participating contractor.
- B. FirstEnergy PA authorizes the Participating Contractor to use FirstEnergy PA Trademarks and other intellectual property solely for the purposes contemplated by this Agreement. The Participating Contractor shall not register, apply to register, or claim any rights to any trademark that contains FirstEnergy PA program materials.
- C. Upon expiration or termination of this Agreement, Participating Contractor agrees to immediately cease the use of and shall not thereafter use FirstEnergy PA Trademarks.
- D. For purposes of this Agreement, FirstEnergy PA Trademarks shall include program marketing materials that are now or hereafter owned, claimed, adopted, acquired, or used by the Utility.

11. Payments to Participating Contractors:

- A. Payments in Attachment 1 must be adhered to by Participating Contractors. Audit Incentives assume that baseload measures (CFL's, showerheads, etc.) are purchased at the Participating Contractor's expense.
- B. This payment schedule in attachment 1 is subject to change upon written notice to Participating Contractors.
- C. Additional services, including the test-out, may be provided by the participating contractor at market rates.
- D. Participating Contractors will be provided program pricing from pre-arranged vendors for baseload measures. Participating Contractor must install the vendor supplied products or their exact equivalents. Implementing Contractor may periodically perform random checks on invoices/receipts for baseload measure purchases.

12. Suspension and Termination of Participating Contractors:

- A. Utility or their Program Implementers may suspend or terminate Participating Contractor's participation in the Program for any reason, including failure to maintain Program standards. In all cases involving a Participating Contractor's participation status, or denial of Program incentives, the written decision of the Utility is final.
- B. Participating Contractors who submit fraudulent information or data to the Program are subject to immediate termination from the Program.
- C. Participating Contractors shall be classified in one of the following participation status designations. Each classification shall be subject to limitations or requirements associated with that designation. The Utility reserves the right to modify the definition, limitations, and requirements of these statuses. The Utility retains sole judgment over determining a Participating Contractor's progression into and

through each status designation.

Provisional – Initial status for all Participating Contractors in the Program –either re-enrolling or newly enrolled. Provisional Participating Contractors are entitled to all applicable Program benefits. Projects completed by Participating Contractors on Provisional status will receive enhanced Quality Assurance / Quality Control oversight. A Participating Contractor will only proceed to full status after the Quality Assurance requirements outlined above are met and the Participating Contractor has received a satisfactory review. A satisfactory Quality Assurance is a review, regardless of failure, in which all program standards are met and any corrective action requirements are completed within 30 days of notification.

Full – Participating Contractors, not operating under any of the other status designations described here, that have met program goals and provide quality services utilizing industry best practices shall have the status of *Full* Participant. Full Participants are entitled to all applicable Program benefits.

Full Participating Contractors will be subject to onsite Quality Assurance as detailed in Attachment 1. Each completed QA inspection will receive a score for 0-4, 0-2 being failing scores, 3-4 being passing scores. The cumulative average QA score will be the metric used to identify the need for future QA oversight.

Failure of any QA inspection will result in the following actions:

- First Failure: Full Participating Contractors will retain their status following a failure of the Quality Assurance evaluation provided that the following conditions are met:
 - All required Corrective Actions are successfully completed within 30 days;
 - The subsequent project successfully meets all program standards, and passes the QA inspections, and
 - The average Participating Contractor QA score is ≥ 2.5 .
- If the above conditions are not met or the contractor experiences a second consecutive failure, even if all corrective actions were completed for the first QA failure, then the Full Participating Contractor will be placed on Probationary Status as described below.

Probationary – Participating Contractors who have been found to be in violation of program or ethical standards, who have failed two (2) QA inspections in a row or who have been notified by BPI that they are in breach of their BPI certification agreement (due to administrative lapses) shall be placed on Probationary status. The Probationary Period will not be less than 30 days. During the Probationary Period, the Participating Contractors shall:

- submit to the Implementing Contractor, in writing, an action plan designed to ensure future violations are avoided; and
- be subjected to higher QA inspection levels until the accumulative average QA score is ≥ 2.5

Upon review of the action plan submitted, Probationary Period QA results and prior to the end of the Program's determined Probationary Period, the Utility will make a determination on the Participating Contractor's Participation status going forward. This determination may include: continued Probation, Full Participation status, Suspension, or Termination. During the Probationary Period, the Participating Contractor will maintain its eligibility for Participating Contractor incentives and posting on the Program's website.

Suspended – Applies to Participating Contractors who:

- are on Probationary status and have either been unresponsive to, or failed to adequately fulfill, the terms of their probation, or;
- have failed three (3) QAs in a row or average participating contractor QA score ≤ 2.0 or;
- been placed on Probation twice in a twelve-month period, or
- as determined by the Utility or Implementing Contractor, have engaged in practices that have put the public or Program at risk;
- have had their certification suspended by BPI due to work quality or health and safety issues.

During this period, the Participating Contractor may, if approved by the Utility, complete customer projects already submitted to the Program. The Participating Contractor, however, forfeits any incentives for projects completed during the suspended period. A Participating Contractor with the status of Suspended is prohibited from representing itself as a Participating Contractor, enrolling new customers in the Program, or receiving Participating Contractor incentives. Suspended Participating Contractors may progress to Probationary Status upon satisfactory completion of the specified remedial activities, or be terminated from Program participation. Nothing in this progression relieves the Participating Contractor of the responsibility to fulfill any outstanding obligations to the Program or Program customers.

Terminated – Participating Contractors may be terminated from the program if the Participating Contractor:

- has been on Suspended Status for more than 30 days and has been unresponsive to the Utility or Implementing Contractor or failed to adequately fulfill the terms of their suspension,
- has had their certification terminated by BPI, or
- has committed illegal actions while performing services for the Program, provided non-authorized signatures on documents, or violated program standards.

Participating Contractors with this designation are prohibited from participation in the Program. Customers with pending or in-process jobs will be notified of the Participating Contractor's termination and offered such remedies as the Utility deems appropriate. The Utility shall notify BPI and other organizations responsible for maintaining other certifications the Participating Contractor holds. Further, the officers and owners of a Terminated Participating Contractor are prohibited from being or becoming officers or owners of any other current or subsequent Program Participating Contractor. Nothing in this process relieves the Participating Contractor of the responsibility to fulfill any remaining obligations to the Program or Program customers.

In addition, if the Participating Contractor has participated in the Program previously or in any Utility program within the past year, the Participating Contractor shall demonstrate satisfactory past performance in Utility program(s), past compliance with Program terms and BPI standards, satisfactory and professional customer interaction, timely completion of work, and response to customer complaints or Utility directives. Failure to promptly provide such information about past performance will compromise Participating Contractor's eligibility.

<u>Participating Contractor Company Name:</u>		
<u>Address:</u>		
<u>City:</u>	<u>State:</u>	<u>Zip:</u>
<u>Customer Service Contact:</u>		
<u>Office Phone:</u>	<u>Mobile Phone:</u>	
<u>Email:</u>		
<u>Program Contact (for program updates):</u>		
<u>Office Phone:</u>	<u>Mobile Phone:</u>	
<u>E-mail:</u>		
<u>Website:</u>		
<u>Tagline for Contractor Listing:</u>		

Please identify the certifications that individuals in your company currently hold:

<u>Certified Individual's Name</u>	<u>License #</u>	<u>Expiration Date</u>	BPI Building Analyst Professional	BPI Envelope Professional	BPI Residential Building Envelope Whole House Air Leakage Control Installer Certification	BPI Residential Building Envelope Whole House Air Leakage Control Crew Chief	BPI Energy Auditor (EA)	BPI Retrofit Installer Technician	BPI Retrofit Installer Crew Leader	MD State Certified Weatherization Installer	Other:

Does your company hold BPI Accreditation? **Yes** **No**

Agreed to by:

<p><u>Participating Contractor</u></p>
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<p><u>GoodCents Solutions™</u> <u>Implementing Contractor – FirstEnergy PA</u></p>
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Name

Name

Signature

Signature

Date

Date