



PG&E Residential AC Quality Care Rebate Program

Exhibit A: Terms and Conditions

1 Background

- 1.1 The Pacific Gas and Electric Company (PG&E) Residential AC Quality Care Rebate Program (“Program”) is funded by California utility ratepayers under the auspices of the California Public Utilities Commission (CPUC) and administered by PG&E. Build It Green implements the Program and will continue from January 1, 2018 through December 31, 2018 (“Program Period”).
- 1.2 PG&E has engaged the services of Build It Green, (Implementer) to administer and implement the Program. As part of its responsibilities, Implementer will recruit and support qualified HVAC contractors to perform services under the Program.
- 1.3 Contractors and customers may qualify to receive incentives for the performance of maintenance services funded by the Program.

2 Definitions:

The following capitalized terms shall mean:

“Contractor Handbook”	The document with information and instructions regarding this Program; also known as “Exhibit B” to the Contractor Participation Agreement.
“Confidential Information”	Customer information including but not limited to names, addresses, telephone numbers, account numbers, utility bill data, energy usage, financial data, or any other sensitive information used or collected under this Program.
“Customer”	An eligible residential customer that currently receives residential electric services from PG&E and pays a public goods charge (some exceptions may apply).
“Exhibits”	Additional Program documentation attached to the Contractor Participation Agreement.
“HVAC Services”	The services performed by Contractor on Qualified Units pursuant to the terms of the Contractor Participation Agreement.

“Incentive”, “Incentive Payment” or “Rebates”	Amounts specified on the AC Quality Care Rebate Program website (http://acqualitycarerebate.com/), representing the Incentive amounts the Program pays to the Customer or the Contractor for performance of eligible HVAC Services on Qualified Units.
“Minimum Performance Level”	The Qualified Unit meets the baseline level of performance in accordance with ACCA Standard 4, other Program requirements described in the Contractor Handbook, and the documentation provided by the Qualified Unit’s manufacturer.
“PG&E”	Pacific Gas and Electric Company.
“Program Period”	January 1, 2018 to December 31, 2018.
“Qualified HVAC Contractor”, “Contractor”	Contractors and technicians who meet the enrollment requirements.
“Qualified HVAC Technician”	Contractor employees or subcontractors that meet the requirements set forth in Exhibit C.
“Qualified Unit”	Central air conditioning or heat pump unit installed at the Site.
“Site”	The single family residence or duplex located in PG&E’s service territory that is owned or occupied by the Customer; subject to Program eligibility.
“Technician Participation Checklist”	The document with a list of prospective technicians, their years of experience, and relevant training; also known as “Exhibit C” to the Contractor Participation Agreement.

3 Contractor Commitment:

3.1 The Qualified HVAC Contractor shall:

- 3.1.1 Comply with the terms and conditions of the Program, which is outlined in the Contractor’s Participation Agreement and its attached Exhibits.
- 3.1.2 Perform all HVAC Services in a safe and professional manner.
- 3.1.3 Provide excellent service to all Customers.

- 3.1.4 Require all employees to present identification upon the start of HVAC Services on a Customer's premises.
 - 3.1.5 Warrant that Contractor's leadership (Owner, CEO, President, etc.) have no prior conviction of crimes as well as no lawsuits or liens filed against the Contractor or its leadership within the previous seven years.
 - 3.1.6 Immediately report to Implementer or its representatives all Customer conflicts that are not resolved to Customer's full satisfaction.
 - 3.1.7 Immediately report to Implementer any assignment, amendment, or termination of a Service Agreement and the reason(s) for such amendment or termination.
 - 3.1.8 Provide technician(s) with computers or mobile devices with internet connectivity capabilities that will be able to access and execute the Program's web based software application.
 - 3.1.9 Supply technician(s) with a basic toolkit that contains, in addition to any tools commonly used in the industry.
 - 3.1.10 Provide access to a Qualified Unit to supplement the Technician training, if necessary.
 - 3.1.11 Ensure that Contractor's Qualified HVAC Technicians attend a technical training in order to meet the Program requirements.
 - 3.1.12 Ensure Contractor designated personnel performing services under the Program attend the contractor Operational Training.
 - 3.1.13 Submit all marketing efforts on behalf of the Program completed by the Contractor for approval by the Implementer and PG&E prior to Contractor's use. The unauthorized use of the PG&E or Implementer logo without Program approval may result in termination.
- 3.2 If Contractor uses any subcontractors to perform services under the Program, Contractor shall require subcontractors to enter into a subcontract by which they agree to comply with all obligations and requirements imposed on Contractor under the Contractor Participation Agreement. Contractor agrees and understands they are solely responsible for any acts or omissions of its subcontractors and any breach by Contractor's subcontractors constitutes a breach by Contractor. Contractor agrees to notify the Implementer of subcontractors that will be performing services under the Program.

4 Contractor's Representations and Warranties:

- 4.1 The Qualified HVAC Contractor has, holds, and possesses all applicable licenses, permits and other governmental authorizations as required and necessary to conduct its business and to perform the HVAC Services.
- 4.2 Contractor has not received notice that any governmental authority intends to cancel, terminate or not renew any such licenses, permits or other governmental authorizations.
- 4.3 If Contractor is a business entity (e.g., corporation, limited liability company or partnership), Contractor is duly organized, validly existing, and in good standing under the laws of its domestic state.
- 4.4 Drug and Alcohol Policy. Contractor employee and its subcontractors that perform any work on the property of a PG&E customer is and shall be drug and alcohol-free while performing any work on PG&E customer property.
- 4.5 Social Security Number Trace. Contractor will have verified the identity and work authority of its employees and its subcontractors who will perform work under the Program and all employees are in compliance with the U.S. immigration laws.
- 4.6 Contractor will provide the following information on their Technicians who will be participating in the program: Full name, company email, years of experience, vocational training, and current certifications held.

5 Confidentiality

- 5.1 **Customer Information:** Contractors will have access to Customer information collected under this Program, including but not limited to names, addresses, telephone numbers, account numbers, utility bill data, energy usage, financial data, or any other sensitive information ("Confidential Information"). Contractor agrees not to disclose this information to any third party other than PG&E. Contractor agrees to use the Confidential Information solely for the purpose of analysis and reporting to Implementer and PG&E under the Program.

- 5.2 **Duty of Confidentiality:** Throughout and after the Term, the Parties shall hold all Confidential Information in strict confidence. Without Implementer’s prior written approval, Contractor shall not use, disclose, reproduce, distribute or otherwise misappropriate any Confidential Information. In addition, Contractor shall not take (and ensure that its subcontractors do not take) any action that may cause, or fail to take any action necessary to prevent causing, any Confidential Information to lose its character as Confidential Information.
- 5.3 **Return of Materials:** Upon the termination or conclusion of this Agreement for any reason, or upon earlier request by PG&E or Implementer, Contractor shall promptly erase and destroy or otherwise return to Implementer (as requested by Implementer) all Confidential Information
- 5.4 **Data Security:** Contractor will establish and maintain diligent safeguards and security practices to protect against the destruction, loss or disclosure of any Confidential Information in its custody or possession. If Contractor discovers a breach of security, it shall immediately notify Implementer and PG&E, and use its best efforts to mitigate the breach and prevent any such disclosure or loss of Confidential Information.

6 Safety Precautions and Protection of Property:

Contractor shall be responsible for maintaining a safe workplace and initiating, maintaining, and supervising all safety precautions and programs in connection with HVAC Services, including those required by state, federal or local laws, regulations and ordinances. Implementer may at any time designate safety precautions in addition to those in use or proposed by Customer. Implementer reserves the right to inspect the HVAC Services and to halt HVAC Services to ensure compliance with reasonable and safe work practices and with applicable federal, state, and local laws, rules and regulations. Neither the requirement that Contractor follow said practices and applicable laws, rules and regulations, and any special instructions given by Implementer nor the adherence thereto by Contractor shall relieve Contractor of the sole responsibility to maintain safe and efficient working conditions at the Site.

7 Contractor’s Insurance Obligation:

The Contractor, and any subcontractor engaged by Contractor in the performance of Contractor’s obligations under this Agreement, shall carry and maintain throughout the Program Period, insurance meeting at least the minimum coverage:

- 7.1 Worker's compensation or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, where Contractor performs the services under the Program. Employers' Liability insurance shall be at least \$1,000,000 for injury or death each accident.
- 7.2 Automotive liability insurance coverage shall be as broad as the ISO Business Auto Coverage from covering automobile liability, code 1 "any auto". The limit shall be at least \$1,000,000 per accident for bodily injury or property damage.
- 7.3 If any policy of insurance required under any subsection of this obligation is subject to a general aggregate limit, then such aggregate limit shall be at least twice the event limit.
- 7.4 Contractor shall provide Implementer certificates of insurance evidencing the coverage required hereunder prior to performing HVAC Services and within thirty (30) days of the Contractor's execution of this Agreement, and, if the Agreement extends beyond twelve (12) months, shall provide updated certificates no less frequently than annually on the anniversary date of this Agreement. Contractor shall also provide Implementer with no less than thirty (30) days written notice of any cancellation or changes in any above-mentioned insurance. Implementer will verify evidence of Contractor's coverage against the CSLB website. Contractor shall, upon Implementer's request, provide Implementer, with an Authorization for Release of Insurance Information.

8 Disclaimers and Indemnification:

- 8.1 Contractor specifically agrees and acknowledges that neither Implementer nor PG&E is in the business of installing HVAC systems or servicing such systems. In performing any Program service, including but not limited to HVAC Services, Contractor shall represent to its Customers that such services are provided by Contractor alone, and not by Implementer or PG&E.
- 8.2 Contractor acknowledges and agrees that although it is receiving funds from PG&E to pay Incentives to the Contractor, neither PG&E nor Implementer will be liable to Contractor for any losses or damages, including incidental or consequential damages, arising from this Agreement. Furthermore, PG&E and Implementer make no representation or warranty, and assume no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed pursuant to this Agreement, and expressly disclaim any such representation, warranty or liability.

8.3 Indemnification:

- 8.3.1 Indemnities Defined: PG&E, its affiliates, subsidiaries, parent company, Implementer and each of the forgoing entities' respective officers, managers, directors, agents, and employees are collectively referred to as "Indemnities".
- 8.3.2 Contractor Indemnity Obligations: To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Contractor shall indemnify, hold harmless and defend each of the Indemnities from and against all claims, demands, losses, damages, costs (including attorneys' fees and expert witness fees), expenses, and liability of any kind (including settlements), which arise from or are in any way connected with the Contractor's Participation Agreement, including but not limited to: (1) for personal injury, including death, or property damage, including theft, caused to any of the Indemnities or a third party by Contractors or its subcontractor's action or inaction, whether negligence or intentional misconduct, in the course of performance of this Agreement; (2) resulting from Contractor's breach of any representations, (3) violation of any applicable local, state, or federal common law, statute, ordinance, code, or regulation, including but not limited to environmental laws or regulations; (4) strict liability imposed by any law or performance of its services; and (6) payments to Contractor's employees and/or subcontractor(s) arising from or in connection with this Agreement (including but not limited to any demands for payment, invoices, or liens) and/or Contractor's delay or failure to pay any of its employees or subcontractor(s) the compensation, monies, wages or other payment due or allegedly due such Subcontractor(s) with regard to any services performed hereunder. As to each Indemnity, Contractor's foregoing indemnity, defense and hold harmless obligations shall not apply to the proportional extent that the same are caused by the sole negligence or willful misconduct of such indemnity. Upon Implementer's request, Contractor shall defend any action, claim, or suit asserting a claim which might be covered by this indemnity.
- 8.4 NEITHER PG&E, IMPLEMENTER OR CONTRACTOR SHALL BE LIABLE TO THE OTHER UNDER ANY EQUITY, COMMON LAW, CONTRACT, ESTOPPEL, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER THEORY (REGARDLESS OF THE FORM OF ACTION) FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR LOSS OF GOODWILL) ARISING OUT OF, RESULTING FROM, OR RELATING TO THIS AGREEMENT EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.5 Contractor will comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations, which apply to its actions under the Program.
- 8.6 Contractor is solely responsible for any damage incurred by Customer as a result of Contractor's services under the Program, and neither Implementer nor PG&E are responsible for Customer complaints or damages.

9 Dispute Resolution and Arbitration:

If any dispute or default arises under the Agreement that is not settled promptly in the ordinary course of business, the Parties shall first seek to resolve any such dispute between them by negotiating promptly in good faith in negotiations. These face-to-face negotiations shall be conducted by the respective designated senior managers of each Party responsible for their relationship, and shall be escalated internally by each Party as reasonably necessary to seek resolution of the dispute. If the Parties are unable to resolve the dispute between them through these negotiations within thirty (30) business days following their commencement (or within such other period as the parties may otherwise mutually agree upon), then the parties shall escalate the dispute to their most senior managers within their organization. If the Parties' most senior managers are unable to resolve the dispute within thirty (30) business days or such other period as they may mutually agree, then either party may pursue available legal and equitable remedies.

10 No Guarantee of Work:

There is no exclusive contract between Implementer and Contractor. The Contractor Participation Agreement does not guarantee Contractor any minimum volume of jobs or Customers that may be eligible to receive HVAC services under the Program.



PG&E Residential AC Quality Care Rebate Program Contractor Participation Agreement

This Contractor Participation Agreement (“Agreement”) is between the HVAC contractor, (“Contractor”) and Build It Green (“BIG”) who is the Program Implementer (“Implementer”) for the PG&E Residential AC Quality Care Rebate Program (“Program”). Contractor and Implementer are referenced individually as “Party” and collectively as “Parties” or by their proper name.

CONFIRMATION OF RECEIPT AND INCORPORATION OF DOCUMENTS

Contractor acknowledges that HE/SHE has received, read, understands, and agrees to abide by the following Program documents that are incorporated into this Agreement by **initialing below**:

- _____ Exhibit A: Terms and Conditions
- _____ Exhibit B: Contractor Handbook
- _____ Exhibit C: Technician Participation Checklist
- _____ Exhibit D: Background Investigation Policy Compliance Certificate

TERMINATION

BIG or the contractor may terminate, or suspend, this Agreement and Contractor’s participation in the Program, without cause at any time and for any reason. This Agreement shall be automatically suspended upon any suspension of BIG’s role as Program implementer, and it shall automatically terminate upon termination of BIG’s contract as Program implementer.

NOTICES

Any notice provided under this Agreement shall be sent via first-class U.S. Mail. Notice is deemed effective on the third day after it is deposited in the U.S. Mail. Alternatively, notice may be given by fax or email, which is effective upon confirmation of successful transmission to the recipient. Notice pursuant to this Agreement shall be sent to:

If to Contractor:

Name: _____

Address: _____

Fax: _____

Email: _____

If to Build It Green:

Melina Corona
Program Manager
300 Frank H. Ogawa Plaza
Suite 620
Oakland, CA 94612

(510) 590-3361
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