



Registered Vendor Agreement

Maine PACE Program

In order to be listed on the Efficiency Maine website, associated Maine PACE program materials as a "Registered Vendor", and eligible to install prescribed measures on Maine PACE funded projects this form must be completed, signed and submitted with the required documentation regarding insurance.

Section 1: Vendor Information

_____		_____	
<i>(Business Name)</i>		<i>(Phone)</i>	
_____		_____	
<i>(Street Address)</i>		<i>(Fax)</i>	
_____		_____	_____
<i>(City)</i>		<i>(State)</i>	<i>(Zip)</i>
_____	_____	_____	
<i>(President / Owner Name)</i>	<i>(President / Owner Phone)</i>	<i>(President / Owner Email)</i>	
_____	_____	_____	
<i>(Primary Contact Name)</i>	<i>(Primary Contact Phone)</i>	<i>(Primary Contact Email)</i>	

Section 2: Vendor Business Detail

Business Services Offered: Audits Air sealing Insulation Heating Systems Windows Solar General contracting Other _____

Required Documents to be Included with this Agreement

Registered Vendors must provide evidence that they have the following insurance as required by the Terms and Conditions:

- General Commercial or Professional Liability with minimum of \$500,000 coverage.
- Workers Compensation with statutory limits and employer's liability of not less than \$500,000
 - Notes: A Sole Proprietor without employees is not required to have Workers Compensation coverage. Similarly, a Limited Liability Corporation without employees is not required to have Workers Compensation coverage for the Owners.
 - (← check box and sign if applicable) I am a Sole Proprietor without employees and/or am an owner of a Limited Liability Corporation without employees and do not have Workers Compensation insurance. I understand that this fact may be noted on the Participating Contractors list to inform the homeowners.

(signature – if applicable)





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Section 3: Terms and Conditions

As a Maine PACE Registered Vendor I agree to the following terms and conditions:

- General** – Vendor shall abide by the Efficiency Maine Terms and Conditions; abide by all Local, State and Federal guidelines, applicable laws, building codes, regulations and licensing requirements; and perform work in accordance to Program's material and installation standards.
- Procedures** – Vendor shall follow Program procedures of: a) performing work according to Program requirements; b) working with the project Participating Energy Advisor in submitting the standard Project Completion Form supplied by the Program for work performed with all required documentation; c) all weatherization work performed must be prescribed and inspected by a BPI certified professional; d) all jobs that include insulation, air sealing, or duct sealing are required to include blower door and combustion safety testing prior to and following the work; e) work should not proceed in cases where the pre-test indicates existing or possible problems without a remediation plan in place, costs of which are disclosed to the customer; f) in the case of a failed combustion safety test following the work, remediation is required; g) where applicable vendors are required to hold and maintain a valid State of Maine license to perform combustion safety tests.
- Listing** – Vendor agrees to allow their company's name to appear on the Registered Vendor list on the Efficiency Maine Web site and on other marketing material. The use of the Efficiency Maine or Efficiency Maine name or logo by Vendor must be authorized in writing, prior to use, by the Program Manager.
- Independent Contractor** – Listing in the Registered Vendor database does not constitute any endorsement of the Vendor by Efficiency Maine. Vendor is an independent contractor participating in the Program and not an employee of, or under contract to Efficiency Maine or Conservation Services Group (CSG or Program Manager) or AFC First. Vendor shall properly represent this to the customers.
- Insurance** – Contractor shall provide to Program proof of insurance coverage that meets or exceeds the following minimum requirements: Commercial General Liability insurance with respect to the services contemplated by this agreement including without limitation contractual liability insurance to cover liability assumed by Contractor with combined limits, per occurrence, of not less than \$500,000 for bodily injury, including death and property damage. To the extent required by law, Workers Compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$500,000. Comprehensive Auto liability insurance which has a minimum combined single limits for bodily injury and property damage of \$500,000 per occurrence. Contractor shall also maintain, at minimum, auto liability insurance as required by law.
- Termination** – Participation of Vendor in the Program is voluntary and may be terminated by either party at any time, for any reason without penalty.
- Customer Service** – Vendor shall respond to customer requests in a responsive and professional manner. Vendor shall be responsible for the proper disposal of all materials, including any hazardous materials when applicable. Vendor shall treat the Program customers fairly and attempt in good faith to deliver promised services in a timely and professional manner.
- Warranty of Work** – Vendor shall provide the customer a written warranty of labor and materials for a minimum of one year from the date the service is performed. Materials installed shall carry manufacturer's warranty. Offers of, and documentation referring to, any applicable extended warranty coverage shall be supplied to the customer. Efficiency Maine does not endorse, guarantee, or warrant any particular manufacturer or product, and it provides no warranties, expressed or implied, for any product or services. The Customer's reliance on warranties is limited to any warranties that may be provided by contractors, vendors, etc. Neither Efficiency Maine nor CSG nor AFC First are responsible for assuring that the design, engineering and construction of the facility or installation of the energy conservation measures is proper or complies with any particular laws, codes, or industry standards. Neither Efficiency Maine nor CSG nor AFC First make any representations regarding the results to be achieved by the measures or the adequacy or safety of such measures.
- Health and Safety Requirements** – Vendor shall comply with all applicable requirements so as to not compromise the health and safety of the customer, the work crew, or the general public. This includes, but is not limited to, compliance with OSHA Construction Industry Safety and Health Standards, achieving proper indoor air quality per ASHRAE Standard 62.2, compliance with EPA rules regarding lead-based paint during renovations, and compliance with other applicable standards from OSHA, ASHRAE, EPA, NFPA, ANSI and UL. Vendor will install all equipment and materials in accordance with the manufacturer's specifications. In cases where health and safety concerns are identified, installation work will cease, or will not be scheduled, until and unless the customer is notified and a remediation plan is employed in order to remove or mitigate the hazard.
- Quality Assurance** – Vendor will maintain procedures for quality assurance for resolution of customer complaints or disputes and for response to customer emergencies. Vendor will make its quality assurance procedures available to the Program for review upon request. All work may be subject to quality assurance and verification inspections by Program and CSG before incentive or loan payments are paid. CSG or designated Program Manager is the sole authority in determining that the work is complete and eligible for payment. If Program Manager determines Vendor's work is not up to Program standards, upon request from the Program, Contractor shall make reasonable repairs or make corrections to bring such work up to Program standards at no additional cost to the customer. Program Manager shall have sole authority in determining the necessary remedies to correct faulty work.
- Incentive Payments** – Incentive payments may be issued to the Customer. Vendor shall assist Customer by providing required materials and signed forms in the preparation of the documentation required to receive the Efficiency Maine incentive payment or Maine PACE loan. This may include an Incentive Application Form, an audit report, a scope of work with price quotation, an invoice, a notarized lien waiver and a signed Project Completion Form.





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- 12. **Indemnification** – Vendor shall hold harmless the Efficiency Maine, Conservation Services Group (CSG) and AFC First in any dispute or legal suit arising from work related to the Program. Efficiency Maine’s liability under this Agreement will be limited to paying the incentive amounts specified in the incentive award letter. Efficiency Maine and any of its affiliates or contractors shall not be liable to the Contractor or customer for any consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this Agreement or in the program. b) The Contractor shall protect, indemnify, and hold harmless Efficiency Maine and CSG and AFC First from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney’s fees and expenses) incurred by or assessed against Efficiency Maine or CSG or AFC First arising out of or relating to the performance of this Agreement.
- 13. **Ownership of Capacity and/or Environmental Benefits-** a) Energy Conservation Measures (ECMs) purchased and installed in part through incentives provided by this program are the property of the Customer, subject to any limitations contained within these Terms and Conditions. b) Notwithstanding the above, Efficiency Maine holds sole rights to any electric system capacity credits and any other environmental credits, including any carbon credits that may be associated with ECMs for which incentives were received, and Efficiency Maine can dispose of these credits in any manner authorized by law or regulation. c) In no event shall activity associated with any energy or environmental credits noted in Section 13b) result in interference with the Customer’s discretion to operate ECMs as approved in his/her incentive award.
- 14. **Taxes:** Incentives received by the Customer may be taxable by the federal, state, and local government. Customer is responsible for declaring and paying all such taxes.
- 15. **Publicity of Vendor Participation:** By accepting an incentive through the program, the Vendor understands that Efficiency Maine reserves the right to disclose certain information about the Vendor’s participation in the program, including, but not necessarily limited to, the Vendor’s name and address, the incentive amount, jobs completed, projected energy savings as well as other non-proprietary information.
- 16. **Changes/Cancellation of the Program** – a) Efficiency Maine may change the program requirements, incentives, or Terms and Conditions at any time without notice, including suspending acceptance of applications or terminating the program. Efficiency Maine is not obligated to approve any submitted application that may result in Efficiency Maine exceeding its program budget. b) In the event of program change, pre-approved applications will be processed to completion under the Terms and Conditions in effect at the time of the pre-approval by Efficiency Maine. c) Submission of a completed application does not entitle the Customer to program participation. Entitlement occurs only when Efficiency Maine has signed the application and incentive pre-approval form.
- 17. **Miscellaneous-** a) The entire Agreement between the Vendor and Efficiency Maine composed of an approved, signed application, these Terms and Conditions, and all subsequent correspondence relating to that specific application, requires a Vendor signature. b) Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement. c) The Vendor acknowledges that the only individuals authorized to bind Efficiency Maine under this Agreement are Efficiency Maine staff and authorized agents of Efficiency Maine. d) If either Efficiency Maine or the Vendor desires to modify this Agreement, the modification must be in writing and signed by an authorized representative of the party against which enforcement of the modification is sought. e) If any provision of the Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms. f) In the event of any dispute concerning these Terms and Conditions, or any other requirement of this program or condition of incentive award, resolution will be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

I certify that all the information included herein and the accompanying documentation is true and correct, that I agree to the terms and conditions of the Home Energy Savings and Maine PACE programs, and that I am authorized to sign this application for the company which I represent.

SIGNATURE: _____

PRINTED NAME: _____ DATE: _____

Return this form to:
Maine PACE Program – Registered Vendor
1005 Brookside Road, Suite 200
Allentown, PA 18106
Or Fax to: 610-433-7488 or 610-646-0865

Phone: 610-973-2692
Toll Free: 888-232-3477

