



# Efficiency Excellence Network General Participation Agreement

This agreement (“Agreement”) is between the Vermont Energy Investment Corporation d/b/a Efficiency Vermont<sup>1</sup> (“Efficiency Vermont”) and \_\_\_\_\_ (“Participating Contractor”) and outlines the terms between the parties effective January 1, 2016.

Efficiency Vermont’s Efficiency Excellence Network is designed to encourage contractors to identify and promote energy efficiency equipment and opportunities in their work.

This Agreement and the program-specific addendum(s) set out the terms and conditions of the Efficiency Excellence Network; Participating Contractors must comply with these terms and conditions in order to participate in the Efficiency Excellence Network. This Agreement also describes the program benefits that Efficiency Vermont, in return, agrees to provide to Participating Contractors. Contractors must sign this Participation Agreement **and** the addendum agreement for each specific Efficiency Vermont trade group in which the Contractor wishes to participate.

## 1. Participating Contractor Enrollment

- a. Contractors that wish to participate as Efficiency Excellence Network Participating Contractors must submit a Participation Agreement **and** the applicable trade group -specific addendum(s) signed by an authorized representative of the Participating Contractor.
- b. Enrollment will be required at the company level. A company with multiple branches doing business in Vermont must identify each branch that will be participating in the Efficiency Excellence Network and point of contact for each branch in the signature section below. Each branch that participates must comply with the requirements of this Participation Agreement and the applicable program-specific addendum(s). A representative from each branch will be required to attend a one-time EEN Overview training, submit copies of the required licensure for each trade group that the overall company has joined, and submit proof that at least one staff at each branch has completed 5 Professional Credits each calendar year (see Section 4.d, below). Additionally, each branch/division must submit at least one project annually in order to remain active and listed on the Efficiency Vermont website.
- c. All contractors must keep their current address, phone number, and email address on file with Efficiency Vermont at all times. Failure to do so will result in termination of the Participating Contractor from the Efficiency Excellence Network.
- d. Efficiency Vermont will send EEN program updates on an annual basis.

## 2. Participating Contractor Capacity and Capability

Participating Contractor shall provide Efficiency Vermont the following information and documents demonstrating business capacity and capability:

- a. General liability insurance coverage of at least \$1,000,000 and evidence of current coverage; and
- b. Workers compensation insurance in accordance with State of Vermont requirements (if exempt under state law from workers compensation insurance requirement, state the basis for the exemption).
- c. Both a. and b. above must be submitted annually.

## 3. Participating Contractor Conduct and Ethics

- a. Participating Contractor shall treat customers fairly and professionally and deliver promised services in a timely, ethical, and responsible manner.

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<sup>1</sup> Efficiency Vermont operates as a statewide energy efficiency utility under an Order of Appointment issued by the Vermont Public Service Board, providing a wide scope of energy efficiency services to utility ratepayers of Vermont. Its mission is to help ratepayers reduce energy costs, strengthen the local economy, and protect the environment by making homes and businesses energy efficient.



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- b. Participating Contractor is an independent contractor participating in the Efficiency Excellence Network, is not an employee of or contractor to Efficiency Vermont, and has no authority to represent, bind, or in any way act on behalf of Efficiency Vermont. Participating Contractor shall accurately represent this status to its customers and trade partners.
- c. Participating Contractor shall comply with all applicable federal, state, and local building, energy and fire safety codes, laws, regulations and licensing requirements, and shall perform work in accordance with all applicable material and installation standards.
- d. If Participating Contractor becomes involved in a dispute with a customer over business practices related to the Efficiency Excellence Network, Participating Contractor shall work to resolve the dispute amicably. If Participating Contractor and customer are unable to resolve the dispute, either party may request assistance from Efficiency Vermont to reach a mutually satisfactory resolution.
- e. Participating Contractor and Efficiency Vermont staff will maintain a working relationship of mutual respect while striving to provide excellent customer service and continuous improvement of the Efficiency Excellence Network.
- f. Respectful treatment of the customer's facility and property, including communication with the customer and Program Implementer and/or Program Administrator when damage to the facility or property has occurred as a result of a Trade Ally project implementation.

#### 4. Participating Contractor Responsibilities

In order to participate as an Efficiency Excellence Network Participating Contractor, Participating Contractor must meet the following requirements and all requirements in the applicable trade group-specific addendum(s), and must comply with all other terms and conditions of this Agreement:

- a. **Efficiency Vermont Overview Training.**<sup>2</sup> Participating Contractor must attend a one-time informational program training, as required by Efficiency Vermont. This training will cover an overview of the Efficiency Excellence Network and Efficiency Vermont programs, offerings and processes; Efficiency Vermont will provide program update Trainings that will be required to maintain network membership. EEN contractors will be notified in advance of these trainings. If a company wishes to include branches in their listing as an EEN member, a representative from each branch must attend this training in addition to a representative from the main corporation/company.
- b. **Efficiency Vermont – hosted Technical Skills Training.** Participating Contractor must attend at least one Technical Skill training, per annum, as required by Efficiency Vermont. The trainings provide an opportunity to learn new skills and engage with Efficiency Vermont at no cost and are required to maintain network membership. EEN contractors will be notified in advance of these trainings.
- c. **Sales and Customer Service Training –** Participating Contractor must attend an Efficiency Vermont sponsored training on customer service and sales. All staff who conduct Sales, Auditing, Specifying, Estimating and Commissioning are expected to attend.
- d. **Continuing Education.** Completion of at least (5) Efficiency Vermont-approved professional credits (hours), by staff (from each branch, if applicable) who perform any of the following tasks: Sales, Auditing, Specifying, Estimating and Commissioning. Examples include:

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<sup>2</sup> The Efficiency Vermont Overview Training must be attended by the point of contact and the person who signs the agreement below. Staff at each branch location, where applicable, who conduct Sales, Auditing, Specifying, Estimating and Commissioning are required to attend.



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- i. Efficiency Vermont Technical Training.
  - ii. Vermont Technical College - Green Trainings.
  - iii. Conferences on energy efficiency topics that provide continuing education credits such as Better Buildings by Design (40+ credits available) and industry conferences and seminars, such as Building Performance Council, ACI, ACEEE, IES.
  - iv. Electrical, Mechanical, Home Performance and Energy Efficiency Industry-accredited certification programs - there are multiple training opportunities and certifications.
  - v. *Subject to Efficiency Vermont approval*, attendance at relevant trade association meetings or trainings, including ASHRAE, RSES, IES, USGBC, LEED, VHFA, NAHB, VFDA, and VGBN.
  - vi. *Subject to Efficiency Vermont approval*, completion of a relevant course of your choice (name of course, class hours, contact information and course description required).
- e. **Project Completion.** As a condition for renewal, Participating Contractor (and each branch, if applicable) must complete at least (1) Efficiency Vermont project per year. Note: Addendum agreements may include additional participation requirements.
- f. **Two client references.**<sup>3</sup>
- g. **Efficiency Vermont Relationship.** Participating Contractor shall properly represent the relationship of the Participating Contractor to the State of Vermont and Efficiency Vermont, this relationship being that the Participating Contractor is an independent contractor, with required Licenses, and a participant in Efficiency Vermont's Efficiency Excellence Network. Participating Contractor shall not represent itself as working for, approved by, in a business partnership with, or certified by, the State of Vermont or Efficiency Vermont.

### 5. Participating Contractor Benefits

Efficiency Vermont will provide the following Efficiency Excellence Network benefits to Participating Contractor:

- a. **Website.** Efficiency Vermont will list Participating Contractor at [www.efficiencyvermont.com](http://www.efficiencyvermont.com) with the Efficiency Excellence Network designation. Neither listing on the Efficiency Vermont website, nor participation in the Efficiency Excellence Network, shall constitute an endorsement or recommendation of Participating Contractor by Efficiency Vermont. Efficiency Vermont shall not be responsible or liable for technical problems or failures that may prevent Participating Contractor from being listed on the website or in search results on the website, or the website being unavailable at any given time.
- b. **Marketing Support; Logo and Decal.**
  - i. **Cooperative Advertising Funds:** Efficiency Vermont will support the Efficiency Excellence Network Participating Contractor through cooperative advertising funds, subject to availability.
  - ii. **Discounted registration to Efficiency Vermont's Better Building's by Design Conference.** Efficiency Vermont offers a sizeable discount to Participating Contractors who attend the annual Better Building's by Design Conference, subject to availability.
  - iii. **Access to Marketing Materials:** Efficiency Vermont will provide Participating Contractor with access to the Efficiency Excellence Network high resolution logo, truck decal, and other marketing materials as appropriate. In addition, Efficiency Vermont will provide the Participating Contractor with content to use in customer communications and marketing materials (e.g., bill inserts, newsletters, etc.).

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<sup>3</sup> Two client references are required. These may be customers or vendors and suppliers. Please submit with this agreement the Name, Address and Telephone number of two clients for a reference. Efficiency Vermont reserves the right to request additional references.



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- iv. Efficiency Vermont reserves all ownership rights in its logos, trademarks, trade names, domain names and all other intellectual property.
- c. **Leads and Referrals.** Efficiency Vermont will direct customers seeking a contractor to the list of Efficiency Excellence Network Participating Contractors. Efficiency Vermont will also encourage all contractors in the network to develop partnerships with and refer customers to other Efficiency Excellence Network Participating Contractors.

### 6. Limitation of Liability

In no event shall Efficiency Vermont have any liability of any kind, whether based on contract, tort (including negligence and strict liability), or otherwise, for any claim, suit, controversy, liability, demand, damage, expense, lien, dispute or judgment (“Claims”) arising from Participating Contractor’s performance of services or participation in the Efficiency Excellence Network. Participating Contractor hereby releases and discharges Efficiency Vermont from all liability for such Claims. Participating Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Efficiency Vermont and its affiliates, officers, directors, agents, employees, representatives, and successors from and against any and all such Claims.

### 7. Modification and Termination

- a. These terms and conditions shall remain in effect, unless or until they are modified.
- b. Efficiency Vermont reserves the right to change the name of the EEN at Efficiency Vermont’s discretion with at least 30 days advance notice to Participating Contractors.
- c. Efficiency Vermont reserves the right to make changes to terms and conditions of the Efficiency Excellence Network at any time, for any reason, without prior notice to the Participating Contractor. Efficiency Vermont will strive to provide advance notice and seek Participating Contractor input on proposed program modifications.
- d. This Agreement is voluntary and can be terminated by Efficiency Vermont or the Participating Contractor at any time for any reason, with or without cause, and without penalty.
- e. Participating Contractor’s failure to comply with the terms and conditions of this Agreement may result in Participating Contractor being suspended or terminated from the Efficiency Excellence Network. (See Section 8, below, for further details.)
- f. This Agreement shall automatically terminate upon termination of Efficiency Vermont’s Order of Appointment from the Vermont Public Service Board to serve as an Energy Efficiency Utility.

### 8. Disciplinary Measures

Efficiency Vermont reserves the right in its sole discretion to terminate Participating Contractor from the Efficiency Excellence Network and associated programs at any time. In all cases involving a Participating Contractor’s disciplinary status, Efficiency Vermont’s written decision shall be final. Termination affects Participating Contractor’s status in each trade group enrolled. Should Participating Contractor be terminated from the Efficiency Excellence Network, Participating Contractor must immediately remove all reference to the Efficiency Excellence Network, including but not limited to logos, from all of Participating Contractor’s materials, equipment, communications, advertising, and websites. \*\* Please note that members in good standing cannot subcontract work that involves Efficiency Vermont to terminated members without jeopardizing their own status. Please reference the website listing to confirm membership before subcontracting.\*\*

Grounds for Participating Contractor termination from the Efficiency Excellence Network shall include, but are not limited to, the following:

**Unresponsiveness.** Participating Contractor is on Probationary status and has been unresponsive to or failed to adequately fulfill the terms of probation.



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**Non-compliance with Efficiency Excellence Network Requirements.** Participating Contractor has failed to comply with any of the terms of this Agreement, including but not limited to Efficiency Excellence Network and/or program-specific policies and procedures, thereby putting the Efficiency Excellence Network, Efficiency Vermont, and/or customers at risk.

**Misrepresentation.** Participating Contractor at any time provides false or misleading documentation or information to Efficiency Vermont or to a customer.

**Convictions and Pending Charges.** Participating Contractor shall be immediately terminated from the Efficiency Excellence Network if Participating Contractor or any principal of the Participating Contractor is convicted of a felony, is listed on any state or federal sex offenders list or registry, or is involved in any legal proceeding or pending charges, when deemed to impact performance, industry reputation, or that of the Efficiency Excellence Network or Efficiency Vermont. Efficiency Vermont reserves the right to reinstate a Participating Contractor if pending charges or allegations are resolved and Efficiency Vermont deems, in its reasonable discretion, that reinstatement is appropriate given the circumstances.

**Dismissal from another Efficiency Vermont Program.** Dismissal from another Efficiency Vermont program due to confirmed program violations will result in termination from the Efficiency Excellence Network.

In addition to the above, performance deficiencies by the Participating Contractor may result in disciplinary measures as set forth in the following table:

| Performance Deficiency <sup>4</sup>     | Number of Occurrences and Associated Consequences  |  |  |
|---|--|--|--|
| Negative Customer Feedback <sup>5</sup> | 1-2 Occurrences:<br>Warning (verbal or written)  | 3 Occurrences:<br>Probation (written warning and formal plan to improve; further training required on case by case basis)  | 4+ Occurrences:<br>Removed from program; must wait full calendar year to re-enter program and sign new enrollment documents. Reinstated membership at discretion of Program Manager. |
| Customer Complaint                      | 1 Occurrence:<br>Verbal and written warning; potential for probation based on nature of complaint. | 2+ Occurrences:<br>Immediately removed from program, must wait full calendar year to petition for membership. Need to consult with and be approved by Program Manager. |  |

<sup>4</sup> All instances will be reviewed by Efficiency Vermont on a case-by-case basis so that penalties are not unduly imposed as a result of customer error or fault.

<sup>5</sup> Categories include: Poor quality of work; poor customer service; misrepresentation of data; unlawful behavior; arrest or pending charges; conviction.



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| Non-Qualifying Projects <sup>6</sup> | 1-2 Occurrences:<br>Verbal warning and further training might be required. | 3-4 Occurrences:<br>Probation (written warning and further training required). | 5+ Occurrences:<br>Removed from program; must wait full calendar year to re-enter program and sign new enrollment documents. |
|--------------------------------------|--|--|--|

## 9. Participating Contractor Representations

Participating Contractor warrants and represents that:

- a. Participating Contractor has, holds, and possesses all applicable licenses, certifications, permits and other governmental authorizations as required and necessary to conduct its business and to perform the services to be provided through the Efficiency Excellence Network;
- b. Participating Contractor has not received notice that any governmental authority intends to cancel, terminate or not renew any such licenses, permits or other governmental authorizations; and
- c. If Participating Contractor is an entity (i.e., corporation, limited liability company or partnership), Participating Contractor is duly organized, validly existing and in good standing under the laws of its domestic state.

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

- Participating Contractor’s representative has the necessary legal authority to act on Participating Contractor’s behalf;
- Participating Contractor agrees to provide its customers, partners and Efficiency Vermont with information that is true and accurate to the best of its knowledge, including all information provided herein;
- Participating Contractor has read, understood, and hereby agrees to comply with all terms and conditions of this Agreement, and will ensure everyone working for Participating Contractor understands and complies with all terms and conditions of this Agreement;
- Participating Contractor consents to project site visits by Efficiency Vermont staff to verify installations;
- Participating Contractor consents to any other inquiry to verify or confirm the information provided; and
- Participating Contractor understands and accepts that approval or rejection of this Participation Agreement is in the sole discretion of Efficiency Vermont and that only upon signature of this Agreement by an authorized representative of Efficiency Vermont will the contractor be a Participating Contractor in the Efficiency Excellence Network.

**This agreement is not binding until signed by both parties.**

## Participating Contractor Signature<sup>7</sup>

<sup>6</sup> Non-qualifying projects are those for which a customer is denied an Efficiency Vermont rebate or incentive due to installation of ineligible equipment.

<sup>7</sup> Must be an authorized company representative.



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\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Website

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
How Long Have You Been in Business?

\_\_\_\_\_  
Number of Employees

Primary Market Served (check one):  RESIDENTIAL/LIGHT COMMERCIAL  LARGE COMMERCIAL

Please list all branch locations and related information, if applicable, for the Efficiency Vermont website.

\_\_\_\_\_  
Location Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Primary Contact

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Location Address

\_\_\_\_\_  
Email Address

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Primary Contact

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Phone Number

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Location Address

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Primary Contact

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Phone Number

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Location Address

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Email Address

\_\_\_\_\_  
Primary Contact

\_\_\_\_\_  
Phone Number



# Efficiency Excellence Network General Participation Agreement

## Efficiency Vermont Signature

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AUTHORIZED SIGNATURE

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DATE

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PRINTED NAME AND TITLE

### Complete and E-mail, Fax or Mail to:

Efficiency Vermont  
ATTN: EEN Program Coordinator  
128 Lakeside Avenue, Suite 401  
Burlington, VT 05401-5907  
Phone: 802.540.7827  
Fax: 802.658.1643  
E-mail: [EEN@efficiencyvermont.com](mailto:EEN@efficiencyvermont.com)