

PSE&G HVAC Instant Rebate Program

Participating Contractor Agreement

Public Service Electric and Gas Company (“PSE&G”) has established a residential “HVAC Instant Rebate Program” (“HVAC Program”) as part of its Clean Energy Futures program approved by the New Jersey Board of Public Utilities (“BPU”). The HVAC Program offers certain financial incentives to PSE&G residential customers for installation of qualifying energy efficiency measures.

This Participating Contractor Agreement (“Agreement”) is between the contractor submitting this agreement whose signature appears below (“Participating Contractor”) and PSE&G and sets out the terms and conditions under which the Participating Contractor shall participate in the HVAC Program. Under this Agreement, the Participating Contractor will contract with the program participant (“Customer”) to provide installation services that are in compliance with the HVAC Program requirements. The Participating Contractor and PSE&G may each be referred to herein as a “Party” or collectively as “the Parties.” This Agreement will become binding on both Parties once PSE&G has approved Participating Contractor’s application to participate in the HVAC Program (the “Application”) and the Participating Contractor has executed this Agreement.

PSE&G has contracted with a third-party to help support the administration of the HVAC Program. This entity will be referred to as a Program Implementer (“Program Implementer”) throughout this Agreement.

In consideration of the terms of this Agreement, the Participating Contractor and PSE&G agree to the following:

SECTION 1

HVAC INSTANT REBATE PROGRAM PROJECTS

1.1 Covered Energy Efficiency Projects

The HVAC Program provides incentives (“Incentives”) and On Bill Repayment (“OBR”) offerings to the homeowners who receive new equipment installation services provided by the Participating Contractor. These HVAC projects may include, but shall not be limited to, the following types of measures (“projects”):

1. Heating system – furnaces/boilers/heat pumps (including geothermal) 2. Cooling system – central and mini-split systems 3. Water heaters – tank, tankless, indirect fired, heat pump 4. Smart Thermostats. The full list of qualifying measures can be accessed [here](#).

SECTION 2

SERVICES AVAILABLE TO PARTICIPATING CONTRACTOR

2.1 HVAC Program Services and Benefits

Services that the HVAC Program will make available to Participating Contractor while in good standing with the HVAC Program include:

- The opportunity to respond to leads generated from the HVAC Program’s public awareness campaign;

- Use of approved HVAC Program marketing materials, which can be customized with prior written PSE&G approval to include the Participating Contractor’s logo and other company information;
- Listing of Participating Contractor on the HVAC Program website, accessible to Customers, once Participating Contractor have met the following requirements: (1) execution of this Agreement and (2) submittal of documentation required by PSE&G;
- Web-based HVAC Program application submittals, project tracking, and reporting;
- HVAC Program support and training for the Participating Contractor on service delivery, reporting, and payment procedures;
- Training and support industry best practices for quality installations, energy saving operation of equipment that Participating Contractor will provide to Customers;
- Six (6)- to eight (8)-week turnaround payment timeframe for eligible services provided under the HVAC Program for PSE&G incentives; Quality assurance and quality control with prompt feedback to the Participating Contractor to ensure adherence to high standards of quality; and
- Easy access to PSE&G personnel and/or Program Implementer, where applicable, for prompt response to HVAC Program issues.

SECTION 3 PROGRAM REQUIREMENTS

Contractor Requirements

As a condition of participating in the HVAC Program and accessing the HVAC Program benefits, Participating Contractor hereby certifies that;

- It is capable of providing the work that it will perform under the HVAC Program;
- It is registered with the NJ Department of Revenue;
- It is registered with the state of NJ as a business, and hold a license/s (e.g. Home Improvement Contractor, HVAC Contractor) applicable to the work Participating Contractor will perform under the HVAC Program or is otherwise exempt from the requirement to hold a license;
- Have \$2 Million liability insurance coverage (either \$1 Million general commercial liability coverage plus \$1 Million excess umbrella coverage; or \$2 Million in general commercial liability insurance coverage);
- It has a New Jersey business address and it agrees to fully participate in PSE&G’s Clean Energy Jobs Program and agrees to hire NJ residents for new/replacement jobs associated with the HVAC Program.

3.1 General Business Practices

Participating Contractor shall:

- Respond to Customer inquiries in a timely manner (within 3 business days) and ensure prompt and accurate reporting of HVAC project installations to the HVAC Program;
- Act as appropriate ambassadors and marketers for the HVAC Program;
- Treat all Customers fairly and deliver promised services in a timely, competent, and responsible manner;
- Conduct itself in a professional and respectful manner when interacting with Customers and any PSE&G personnel, the Program Implementer, and/or the Program Implementer’s quality

assurance staff;

- Comply with HVAC Program terms, maintain satisfactory and professional customer interaction, provide timely completion of work and/or PSE&G directives;
- Properly and fully present HVAC Program features and benefits to the Customer so that the Customer can make an informed decision about the implementation of measures in its residence, and refrain from unfair or inaccurate characterizations of PSE&G, the HVAC Program, or the Program Implementer;
- Comply with all of PSE&G's marketing and communications guidelines. Participating Contractor shall not use any PSE&G logo in promotions or advertising without the prior express written consent of PSE&G. Participating Contractor shall not communicate with the media about the HVAC Program without the written authorization of and coordination with PSE&G;
- Provide all Customers with required customer and HVAC Program information materials;
- Provide, for any equipment installed, the manufacturer's warranty plus optional extended warranty coverage, if applicable;
- Provide Customers with the option to participate in PSE&G's OBR offering;
- Provide Customers with access to low and moderate income additional incentives and verify Customers' eligibility for those additional incentives;
- Maintain accurate business records relating to the installation of qualifying improvements according to customary industry practice for at least one (1) year following installation. Business records must be made available for verification by PSE&G if requested;
- Rectify, prior to any work being completed in the home, any health and safety issues identified during the project assessment, including, but not limited to, carbon monoxide, asbestos, mold and lead issues;
- If the Participating Contractor becomes involved in a dispute with a Customer regarding work performed or business practices, the Participating Contractor shall work with PSE&G and its Program Implementer to resolve the dispute amicably. 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, or with PSE&G or Program Implementer;
- Perform all work in a safe manner, taking all precautions necessary to prevent illness or injury to any person or damage to any property and complying at all times with applicable laws and regulations (including the Safety and Health Standards under the Occupational Health and Safety Act of 1970) as well as the generally accepted safety practices in Contractor's industry;
- In accordance with Section 9, below, Participating Contractor shall hold PSE&G and its Program Implementer harmless from any claim or suit arising from work in the HVAC Program, including, but not limited to any claim or suit resulting from or related to mechanical equipment combustion safety, indoor air quality, asbestos, lead abatement, mildew, fungus, moisture intrusion, or mold of every type and nature. Participating Contractor may be subject to the Contractor Remediation Procedures as available [here](#).

3.2 Approval of Projects

- Participating Contractor shall obtain from Customers all required authorizations, including the landlord/property owner's permission to perform the work if the Customer is a tenant;
- Participating Contractor shall obtain Customer sign-offs of satisfactory completion of work;
- Participating Contractor shall comply with all HVAC Program requirements for obtaining approval of project scopes of work and determination of eligibility of measures for Incentives, including pre-approval of project application of work in order to obtain approval for Customer OBR;
- Any measures submitted for payment of Incentives that have not been fully completed, or that

have been fully completed but were not included in the project application, shall not be accepted by the HVAC Program. These measures will be ineligible for any HVAC Program benefits and the Participating Contractor shall assume all financial liabilities associated with these measures.

3.3 Post-Installation Work Verification and Quality Assurance

- Participating Contractor shall allow PSE&G or the Program Implementer to conduct random field inspections of work that has been performed;
- Participating Contractor understands that PSE&G will inspect a **minimum** of 10% of all projects performed by each contractor participating in the HVAC Program;
- Participating Contractor, upon request of PSE&G or the Program Implementer, 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 HVAC Program standards. This requirement survives the termination of this Agreement;
- Should any non-compliance issues be discovered as a result of an inspection, PSE&G or Program Implementer will notify the Participating Contractor and within thirty (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 HVAC Program standards. All serious health and safety non-compliance issues associated with the project must be rectified by the Participating Contractor immediately. Participating Contractors are subject to the PSE&G Contractor Remediation Procedures which can be accessed [here](#). This provision shall survive the termination of this Agreement.

3.4 Use of Subcontractors to Complete Projects

- Participating Contractor is responsible for all of the work performed by its subcontractors, including ensuring that subcontractors adhere to HVAC Program policies and standards;
- Upon request, the Participating Contractor must provide information related to all subcontractors providing HVAC Program services, fully describing the nature of these relationships, ownership data, and other information requested by PSE&G; and
- Participating Contractor cannot employ as a subcontractor any firm that has been suspended or terminated from this HVAC Program or any other PSE&G program without PSE&G's prior written permission, which may be withheld in PSE&G's sole discretion. Retaining such subcontractors without obtaining PSE&G's written permission may result in disciplinary action and/or termination of Participating Contractor from the HVAC Program.

3.5 Program Submission Requirements

- For each completed project, Participating Contractor must enter data points into the HVAC Program's software tool, where the contractor also enters application data to determine eligibility for Incentive levels and the OBR amount, if needed. Customer will also need to receive pre-approval for OBR in order to utilize OBR.
- For each completed HVAC project, Participating Contractor must utilize the HVAC Program's software tool to report the actual measures installed, and must submit a completed application, a copy of the HVAC Program-supporting documentation, Customer sign-off, and a copy of the invoice presented to the Customer for the work performed (within 30 days of the completion of the measures installed);
- PSE&G and the Program Implementer will not approve payment for a HVAC Incentive without the above mentioned required documents.

SECTION 4 PARTICIPATION REQUIREMENTS

Participating Contractor agrees to play an active role in the HVAC Program and to provide high-quality installation services to Customers. There is no right for Participating Contractor to participate in the HVAC Program. Participating Contractor acknowledges and agrees that it participates in the HVAC Program at the sole discretion of PSE&G and is subject to removal from the HVAC Program if it fails to comply with any of the terms or the spirit of this Agreement.

4.1 Documentation Requirements

Participating Contractor shall submit to PSE&G or Program Implementer appropriate New Jersey License Number(s) – electrical, HVAC, home improvement, if applicable. The Participating Contractor shall also comply with any applicable County or Municipal licensing requirements.

4.2 Insurance Requirements

Participating Contractor shall maintain insurance as defined in the Contractor Application and in Section 3 of this Agreement.

- Neither PSE&G nor the Program Implementer shall be responsible for any deductibles, self-insurance retention, and/or waiting periods that may appear in the policy.
- PSE&G or Program Implementer's receipt of any certificate of insurance for required insurance coverage and limits or their failure to request such certificates shall not act or be construed as an approval of Participating Contractor's insurance or as a waiver of the Participating Contractor's obligation to provide any or all of the insurance coverage and limits required. Participating Contractor's certificate of insurance shall contain evidence that the policy or policies shall not be modified or canceled without providing at last thirty (30) calendar days' prior written notice to PSE&G.

SECTION 5 MINIMUM REQUIREMENTS FOR PARTICIPATING CONTRACTOR'S PERSONNEL

As a condition of participating in the HVAC Program, PSE&G requires that Participating Contractor's employees meet certain minimum standards, as outlined below. By its signature on this Agreement, Participating Contractor confirms that is in compliance and shall remain in compliance throughout the term of this Agreement with the following minimum standards:

- **PARTICIPATING CONTRACTOR SHALL NOT ALLOW ANY INDIVIDUAL WITH A PAST FELONY CONVICTION TO PERFORM WORK UNDER THE HVAC PROGRAM.** Participating Contractor shall have a background investigation conducted on all of its employees and subcontractor employees who will be assigned to perform work for Participating Contractor under the HVAC Program. Such background investigation shall, at a minimum, include a complete state and federal criminal history records check conducted no more than one (1) year prior to assignment to the HVAC Program, which shall report all felony convictions within the previous seven (7) years. Such background investigation shall be conducted by a competent professional organization and shall be in compliance with the Fair Credit Reporting Act and applicable state laws.
- PSE&G requires that all employees of Participating Contractor who perform work under the HVAC 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 or while performing any work under the HVAC Program. Violation of this prohibition may

result in the termination of the Participating Contractor from the HVAC Program.

SECTION 6
PARTICIPATING CONTRACTOR STATUS
SUSPENSION AND TERMINATION OF PARTICIPATING CONTRACTORS

This Agreement is completely voluntary and can be terminated at any time for any reason with written notice to the other Party. If PSE&G elects to terminate this Agreement for its convenience, Participating Contractor shall have thirty (30) days from its receipt of the termination notice to request that PSE&G reinstate Participating Contractor in the HVAC Program. PSE&G may determine in its sole and absolute discretion whether to reinstate Participating Contractor.

Contractor status and participation are subject to the agreed-upon Contractor Remediation Procedures [here](#).

SECTION 7
OTHER CONDITIONS FOR HVAC PROGRAM

Participating Contractor that submits one (1) or more HVAC Program projects also agrees to the following additional conditions:

- Customer personal data and utility usage information that may be shared with the Participating Contractor must be treated as confidential and not disclosed to any party other than PSE&G and the Program Implementer. The requirement for confidential treatment of Customer information shall survive the termination of this Agreement. Participating Contractor must provide written notification to PSE&G within 24 hours of the time that Participating has knowledge that confidential Customer personal information was potentially exposed, or of any other potential security breach.
- PSE&G reserve the right to make changes to the HVAC Program upon notice to the Participating Contractor. Notification of material changes shall be made by email and/or posting on the HVAC Program's website.

SECTION 8
INDEPENDENT CONTRACTOR STATUS

Participating Contractor, its employees, agents, and subcontractors ("personnel") shall at all times act as independent contractors and shall not hold themselves out to be or be considered employees or agents of PSE&G or the Program Implementer. Neither Participating Contractor nor its personnel shall have, nor represent themselves as having, any authority to approve or accept any proposal on behalf of PSE&G or the Program Implementer, or make any promise, representation, contract, or other commitment binding upon PSE&G or the Program Implementer.

All Participating Contractor personnel shall be under the exclusive supervision, direction, and control of Participating Contractor. Participating Contractor must have the ability to control the details of the work performed by its personnel. Participating Contractor shall establish all necessary rules, regulations, and procedures related to the performance of HVAC Program work.

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. PSE&G shall not be responsible for Participating Contractor personnel administration matters as such relate to or are applicable to such personnel including, without limitation, pay, internal discipline, equal opportunity, or discrimination claims.

Should PSE&G or the Program Implementer 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 PSE&G and the Program Implementer, as the case may be, for any amount so paid, including interest, penalties, and fines.

Neither PSE&G nor the Program Implementer, nor their affiliates, subsidiaries, successors, or assigns are, or shall be construed to be, an employer (common law or otherwise), co-employer, or joint employer of any Participating Contractor personnel.

SECTION 9 LIMITATION OF LIABILITY AND INDEMNITY

PSE&G AND THE PROGRAM IMPLEMENTER'S TOTAL LIABILITY TO PARTICIPATING CONTRACTOR FOR ALL CLAIMS OF ANY KIND, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, OR OTHERWISE, FOR ANY LOSSES (AS DEFINED ABOVE) ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OR BREACH OF THIS AGREEMENT SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PAID TO PARTICIPATING CONTRACTOR BY PSE&G UNDER THE HVAC PROGRAM IN THE SIX (6) MONTHS PRIOR TO THE DATE UPON WHICH THE CLAIM AROSE. PSE&G AND THE PROGRAM IMPLEMENTER, THEIR AFFILIATES AND EACH OF THEIR REPRESENTATIVES, OFFICERS, DIRECTORS, EMPLOYEES AND SUBCONTRACTORS SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO PARTICIPATING CONTRACTOR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES INCLUDING, BUT NOT LIMITED TO, DAMAGES RELATED TO SAFETY, HEALTH OR WELL-BEING, LOST OR REDUCED PROFITS, REVENUES, EFFICIENCY, PRODUCTIVITY, BONDING CAPACITY, OR BUSINESS OPPORTUNITIES, OR INCREASED OR EXTENDED OVERHEAD, OPERATING, MAINTENANCE, OR DEPRECIATION COSTS AND EXPENSES.

To the fullest extent permitted by law or regulation, Participating Contractor shall defend, indemnify and hold harmless PSE&G and the Program Implementer and any subsidiaries or affiliates thereof, and each of their respective directors, officers, employees, agents, and representatives ("Indemnitees") from and against any and all liabilities, losses, claims, damages, fines, penalties, costs, expenses (including reasonable attorney's fees), demands and causes of actions of every kind or character ("Losses") arising, or alleged to have arisen out of any claims (just or unjust) relating to: personal injury, including death, of any person; damage or injury to property, including loss of its use; a breach of or an act incident to the performance of this Agreement; or the acts or omissions of the Participating Contractor, its employees and/or subcontractors. Notwithstanding the foregoing, Contractor's obligations under this section shall not extend to Losses that are the direct result of a fully adjudicated finding of negligence or intentional misconduct of an Indemnitee.

SECTION 10
PARTICIPATING CONTRACTOR WARRANTIES

Participating Contractor warrants that all work provided by Participating Contractor or its subcontractors shall: (i) be of high quality;(ii)be free from any defects; (iii) be suitable for the purposes for which it was intended; (iv) be properly installed; (v) result in dependable service and performance ; (vi) comply with established industry codes and standards; (vii) comply with sound industry and work practices; (viii) comply with all laws; (ix) not violate any intellectual property right or other proprietary interest; and (x) otherwise fully conform in all respects to any proposal submitted to and accepted by the Customer.

Participating Contractor also warrants that all material provided by Participating Contractor in connection with the HVAC Program shall be new and free from any liens, encumbrances, security interests, and defects in title.

Participating Contractor warrants that any system(s) provided as part of the work (including but not limited to heating, wiring, piping, cooling, plumbing, and electrical, control, lighting, alarm, or computer systems) shall operate properly and dependably and be compatible with other existing or connecting systems. Contractor warrants that any material provided as part of such system(s) shall be compatible with the system(s) and its components.

During the progress of the work, Participating Contractor shall, at its sole cost and expense, promptly repair, replace, or re-perform any work, including material, in whole or in part, that is rejected as failing to conform to provisions set forth in this Agreement.

For one (1) year from the date work has been accepted by the Customer, or the date work has been placed into use, whichever is later (the "Warranty Period"), Participating Contractor warrants that it will promptly repair, correct, replace, and re-perform any said work that fails to conform to the provisions of this Agreement or any agreement between Participating Contractor and Customer.

Participating Contractor shall identify in writing all third-party or original equipment manufacturer warranties that Participating Contractor receives in connection with the work and will pass through to the Customer the benefits of all such warranties (the "Pass-Through Warranties"); provided, however, that nothing in this section will reduce, or limit, or expand Participating Contractor's obligations under this Agreement.

SECTION 11
TERM AND TERMINATION

Regardless of the execution date, this Agreement will expire on June 30, 2024, unless otherwise extended in writing by the Parties or terminated earlier by PSE&G or Participating Contractor for cause or convenience.

PSE&G may at any time terminate this Agreement or the subject HVAC Program in whole or, from time to time, in part for its convenience by providing written notice to Participating Contractor. Such termination shall be effective in the manner and upon the date specified in said notice and shall be

without prejudice to any claims that PSE&G may have against Participating Contractor. Either Party may terminate this Agreement upon the material breach of any provision of this Agreement by providing written notice to the breaching party and allowing the other Party at least thirty (30) days to cure its breach, provided that such breach is capable of being cured.

SECTION 12
TRADEMARKS AND OTHER INTELLECTUAL PROPERTY

- PSE&G reserves all ownership rights in any of PSE&G's or its affiliate's trademarks, service marks, and intellectual property. PSE&G does not transfer or license any trademark or other intellectual property right to Participating Contractor through this Agreement.
- Any use by Participating Contractor of PSE&G or PSE&G's affiliate's trademarks, service marks, and intellectual property is subject to the prior written consent of PSE&G. Any such authorization shall be solely for the purposes contemplated by this Agreement. The Participating Contractor shall not register, apply to register, or claim any rights to any PSE&G trademark, service mark or intellectual property.
- Upon expiration or termination of this Agreement, Participating Contractor agrees to immediately cease the use of and shall not thereafter use any PSE&G or PSE&G affiliate trademarks, service marks, and intellectual property.
- For purposes of this Agreement, PSE&G or PSE&G affiliate trademarks, service marks, and intellectual property shall include any trademarks, service marks, names, logos, and designs of PSE&G and its affiliates (including the HVAC Program marketing materials) that are now or hereafter owned, claimed, adopted, acquired, or used by PSE&G or any of its affiliates, whether or not federally registered.

SECTION 13
GOVERNING LAW

This Agreement shall be construed by, and interpreted in accordance with, the laws of the State of New Jersey without regard to its conflicts of law provisions. All disputes arising out of this Agreement shall be litigated in the courts located in the State of New Jersey. The Parties consent to the jurisdiction of such courts and waive all claims that New Jersey is an inconvenient forum. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT.

SECTION 14
SURVIVAL

The representations, warranties, and covenants contained and/or made in this Agreement shall survive the termination of this Agreement and the performance of the work contemplated by this Agreement.

**SECTION 15
ASSIGNMENT**

This Agreement may not be assigned or transferred by the Participating Contractor, whether by merger, operation of law or otherwise, without the express written consent of PSE&G. PSE&G may freely assign or transfer this Agreement.

**SECTION 16
SEVERABILITY**

If any provision of this Agreement shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof, and the illegal or invalid provisions shall be deemed stricken and deleted hereof to the same extent and effect as if never incorporated herein, but all other provisions hereof shall continue.

**SECTION 17
NON-WAIVER**

A failure by PSE&G to exercise any right hereunder, or otherwise waive or condone any delay or failure by Participating Contractor to comply with any of the terms or conditions of this Agreement shall not constitute a continuing waiver of any such requirement or provision, or any other rights.

**SECTION 18
ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between the Parties concerning the subject matter hereof and supersedes all prior written and oral agreements, proposals, promises, and representation of the Parties respecting the subject matter hereof. No representation or promise hereafter made, nor any modification or amendment of this Agreement, shall be binding upon either Party, unless made in writing and signed by the Parties hereto.

**SECTION 19
NOTICES**

Any notice required or permitted to be given under this Agreement shall be deemed properly given at the time it is submitted via electronic delivery (email), to the address provided herein by PSE&G and by the Participating Contractor, or at such other addresses as may be specified in writing.

To PSE&G:

To Participating Contractor:

**SECTION 20
CONSTRUCTION**

This Agreement was negotiated jointly by the Parties, and no rule that it be construed against the drafter will have any application in its construction or interpretation.

**SECTION 21
AGREEMENT**

Participating Contractor Certification:

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

- Participating Contractor does not have any unresolved or outstanding complaints before the New Jersey State Department of Labor, Licensing, and Regulation or a pattern of outstanding litigation that involves the work of Participating Contractor or any of Participating Contractor's principals;
- Participating Contractor's representative has the necessary legal authority to act on Participating Contractor's behalf;
- All of the information supplied below is accurate;
- Participating Contractor has read, understood, and agreed to all of the definitions, terms, and conditions that are a part of this Agreement and the referenced HVAC Program guidelines or any manuals provided; and
- Participating Contractor acknowledges that failure to follow HVAC Program requirements and procedures, including submitting necessary documents, will jeopardize Participating Contractor's ability to receive Incentives under the HVAC Program.

Participating contractors must be New Jersey based* and agree to fully participate in the PSE&G Energy Efficiency Jobs Program as well as agree to hire NJ residents for new/replacement jobs. For information about the Jobs Program, click [here](#).

*New Jersey based company requirement is defined as: Participating Contractor maintains an office or fixed facility in any underserved New Jersey urban center from which the management and operational activities relating to the HVAC Program work will be conducted and which will function as the principal work location for its employees performing HVAC Program work and the full-time dedicated employees of Participating Contractor performing such work are New Jersey residents, meaning that such full-time dedicated employees maintain a permanent residence within the State of New Jersey, except Small Businesses as defined by the US Small Business Administration may have an office or fixed facility in any New Jersey city. Definition of a small business can be found at: https://www.sba.gov/sites/default/files/files/Size_Standards_Table.pdf.

I certify under the penalties of law that the statements made in this Agreement, and in supporting documentation provided along with this Agreement, have been examined by me and are true and complete. I understand that by signing this Agreement, I consent to any other inquiry to verify or confirm the information I have given. I hereby authorize any reference identified or provided to PSE&G by Participating Contractor to release to PSE&G any information pertaining to past or present relevant work. I hereby release from all liability or damage, PSE&G and those persons, agencies, or organizations who may furnish such information.

Signature: _____ Date: _____

Name (please print): _____

Title: _____ Company Name: _____

Required Documentation

Please upload the following documentation to complete application for participation:

1. Applicable New Jersey Licenses
2. Certificate(s) of Insurance for all PSE&G and Program Implementers (may also be mailed by insurance companies to the address below)
3. Copy of Diverse Supplier Certificate (if applicable)
4. Signed copy of this Participating Contractor Agreement

Electronic submission of Certificate(s) of Insurance must be sent to the following address: