

MEMORANDUM OF UNDERSTANDING

OHIO PACE administers energy-related economic development programs through its Commercial Program (Program). The Program assists commercial property owners with energy efficiency and renewable energy projects. This Memorandum of Understanding (MOU) sets the terms and conditions under which a Commercial Contractor or Energy Consultant (Contractor) agrees to participate in the Program.

OHIO PACE reserves the right to make changes to the Program upon notice to the Contractor. Such notification shall be communicated via e-mail and posted on the OHIO PACE website as a Program Announcement. In all cases, or at any time, OHIO PACE'S failure to enforce any provisions of this Agreement shall not constitute a waiver of such provisions, nor does it limit OHIO PACE'S ability to enforce such provisions in the future.

Section 4.04 shall survive the termination of this Agreement.

I. GENERAL APPLICATION INFORMATION

Section 1.01 Application Requirements

As a condition of participating in the Program, the Contractor shall provide OHIO PACE with proof of the following:

- Signed Program Memorandum of Understanding
- Completed Application Form
- DUNS Number – Contractor must obtain a Data Universal Numbering System (DUNS) number.
- License and Certifications – Contractor must provide proof of license and certification per Program policy.
- General Liability Insurance – Contractor must provide evidence of general liability insurance.
- Workers' Compensation Insurance – Contractor must provide evidence of workers' compensation insurance as required by state law.
- Certification that the Contractor has not been debarred from public contracts for any reason including falsified payroll or prevailing wage violations.
- Certification that the Contractor has a Drug-Free Workplace or Drug-Free Safety program.
- Document outlining the Contractor's employee training plan.

OHIO PACE reserves the right to waive any requirement upon submission of a written request for an exemption. Any such request should be accompanied by a detailed, reasonable, and credible explanation of the reasons for failure to meet any of the requirements. OHIO PACE is under no obligation to approve such requests.

Section 1.02 Application Submittal/Execution Verification

(a) Submit MOU to OHIO PACE

Read, agree to the terms, sign, and submit the completed Contractor MOU to OHIO PACE. The Signature Form must be signed by an individual with authority to represent the company.

(b) Placement on the Participating Contractor List

OHIO PACE will execute a Memorandum of Understanding and place the applicant on its Participating Contractor List only when the applicant has submitted all required information. The decision to place an applicant on the Participating Contractor List is at the sole discretion of OHIO PACE.

II. PARTICIPATION REQUIREMENTS

Section 2.01 Required Certifications

(a) Certifications

Contractors performing work in the below referenced areas must have one or more employees assigned to the project with one of the following certifications:

Work Performed	Certification
Energy Consultant	<ul style="list-style-type: none"> Licensed Architect Certified Energy Manager Professional Engineer Building Energy Assessment Professional Certified Energy Auditor High-Performance Building Design Professional Certified Measurement and Verification Professional
Solar Photovoltaic Solar Thermal	North American Board of Certified Energy Practitioners (NABCEP) <ul style="list-style-type: none"> Solar PV Installer Solar Thermal Installer
Geothermal	International Ground Source Heat Pump Association (IGSHPA) <ul style="list-style-type: none"> Accredited Driller Accredited Installer

OHIO PACE reserves the right to require additional qualifications for contractors and will notify contractors of the new requirements.

Section 2.02 Licensure

Contractors shall maintain all licenses as required by federal, state, county, and municipal governments or any other agencies relevant to work performed through the Program.

Trade	License
HVAC	Ohio HVAC License Ohio Hydronics License Ohio Refrigeration License
Plumbing	Ohio Plumbing License
Solar Photovoltaic	Ohio Electrical License
Lighting	Ohio Electrical License
Municipal Registration Requirements	Contractors shall maintain all necessary registrations required by each jurisdiction within which work is being performed.



Section 2.03 Insurance

(a) Liability Insurance

Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of work in the Program or related to the Program, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster.

(b) Workers' Compensation Insurance

Contractors shall provide evidence of workers' compensation insurance as required by the Kentucky Department of Workers' Claims.

Section 2.04 Employee Training Plan

The Program strives to utilize contractors that have a workforce development program. The Contractor shall provide a description of its employee-training program at the time of application.

III. FUNDING REQUIREMENTS

Section 3.01 General

The Program may use capital from a number of different sources in order to fund Program projects. The source of the capital may dictate certain requirements that must be met in order for a project to utilize the funds. The Contractor agrees to adhere to all funding requirements dictated by the capital provider. Property owners retain the final decision as to the source of capital they elect to use.

Section 3.02 Project Reporting

Contractors agree to provide OHIO PACE, upon request, with regular reports to comply with Program reporting requirements. Program reporting requirements are based primarily on funding requirements as stipulated by the capital provider.

IV. RELATIONSHIP OF CONTRACTOR AND OHIO PACE

Section 4.01 Program Representation

The Contractor shall properly represent his/her relationship to OHIO PACE. The Contractor is an independent contractor and a participating contractor in the Program. Contractors and their employees shall not represent themselves as employees of or certified by the Program.

Section 4.02 Endorsement

The selection of a Contractor to perform work is the sole decision of the property owner or their designee. Inclusion on the Participating Contractor List does not represent an endorsement by OHIO PACE of any product, individual, or company. No work is guaranteed, or warranty expressed or implied by OHIO PACE, and OHIO PACE makes no guarantees as to the quality, cost, or effectiveness of the products provided and work performed by the Contractor or subcontractors.

Section 4.03 False Information

Any misrepresentations made to OHIO PACE in the Program application, the Contractor's bid, or any other document at any time during the Program is likely to cause the Contractor to be terminated from the Program and may result in legal action.



Section 4.04 Limitation of Recourse

Neither Party shall be liable to the other for any consequential, incidental, indirect, punitive, special, or similar damages arising out of this Agreement whether directly or indirectly caused, whether in tort, contract, or otherwise, even if that Party is advised of the possibility of such damages.

All liabilities and obligations of OHIO PACE to the Contractor under this Program are subject and limited to the funding/financing provided to the Contractor by OHIO PACE. The Program shall not be liable to the Contractor for any special, indirect, incidental, consequential, punitive, or exemplary damages of any kind whatsoever, whether based on contract, warranty, tort (including negligence or statutory liability), or otherwise, in connection with work performed in the Program. The Contractor shall indemnify OHIO PACE, and its officers, directors, employees, agents, and affiliates against, and defend and hold each of them harmless, from any and all claims or liabilities related to work performed in the Program or related to the Program.

V. TERM AND TERMINATION

Both Parties acknowledge that participation in the Program is voluntary, and either Party may suspend or terminate the Contractor's participation in the Program for any reason with 30 day written notice.

VI. CERTIFICATION

I certify, under the penalties of law, that the statements made in this Agreement and the accompanying Application 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.

Signed:

Contractor

Date

OHIO PACE

Date

Name,

Name,

Title

Title



PARTICIPATING CONTRACTOR APPLICATION

Contractor Information

Company Name: Contact Person:

Address:

City: State: Zip:

Telephone: Email:

Number of Years in Business: Number of Full Time Employees:

Business Structure: Sole Proprietorship, General Partnership, LLC, Corporation, Type, Other:

DUNS Number: Federal Tax ID:

Have you filed bankruptcy within the last 7 years? Yes No

Have you had any liens, judgments, or lawsuits filed against you in the last 5 years? Yes No

Trade Association Affiliations (voluntary):

Please check all that apply: Small Business Enterprise (SBE)*, Women Business Enterprise (WBE)*, Minority Business Enterprise (MBE)*, Duke Trade Ally, Union Contractor, Small Business Administration

* Please attach a copy of any SBA certifications or WBE/MBE third party certifications

Services Offered

Please indicate the services provided directly by your company:

Energy Auditing, Lighting, Heating and Cooling, Energy Control Systems, Combined Heat and Power, Solar Thermal or Solar PV, Electrical, Building Envelope, Water Efficiency, Energy Storage, Geothermal, Performance Contracting, Fans, Other



Employee Training Plan

Employee Training Plan requirements are outlined on page 3 of the Contractor Memorandum of Understanding.

[] Description of company's employee training program attached

Professional Certifications

Certification requirements are outlined on page 2 of the Contractor Memorandum of Understanding.

[] Proof of certification attached

Licensure

Licensure requirements are outlined on page 2 of the Contractor Memorandum of Understanding.

[] Proof of licensure attached

Insurance

Insurance requirements are outlined on page 3 of Contractor Memorandum of Understanding. Please provide proof of insurance for the following:

[] Liability Insurance

[] Workers' Compensation Insurance

Drug Free Workplace

I, _____, _____ do hereby certify that

(Name)

(Title)

_____ has a Drug-Free Workplace or Drug-Free Safety Program.

(Company)

Please mail the signed MOU, completed application, and additional documentation to:

Contractor Registration OHIO PACE Operations Manager 700 Walnut Street Suite 506 Cincinnati, OH 45202