

PREFERRED CONTRACTOR NETWORK AGREEMENT



ORLANDO UTILITIES COMMISSION

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SCOPE OF WORK

General Information

The Orlando Utilities Commission (OUC) is an electric and water municipal utility serving Orlando, Florida and portions of surrounding Orange County. OUC also has an Inter-local agreement with the City of St. Cloud, Florida for the management of its electric utility. Currently we serve more than 250,000 customers. To obtain general information about OUC go to www.ouc.com.

OUC customers can contact customer service by phone, email or the internet. Over 46,000 calls are received and an average of 58,000 individuals visits to our website on a monthly basis.

Incentive programs are available to our residential and commercial customers. Information on our incentive programs can be found on OUC's website www.ouc.com/rebates. OUC's incentive programs are subject to change at any time.

Statement of Work

OUC is looking for qualified contractors for the disciplines listed below to participate in OUC's Preferred Contractor Network (PCN) Program for OUC's residential and commercial customers. Contractors may provide services for one or more of the following disciplines:

- Advanced Water Leak Detection
- Commissioning / Retro-Commissioning
- Electrical
- HVAC/Duct Repair
- Indoor Lighting
- Infrared Thermography
- Insulation
- Irrigation
- Performance Testing
- Plumbing
- Roofing
- Solar Photovoltaic Systems (Electric Power)
- Solar Thermal Systems (Domestic and Process Water Only)
- Water Cisterns
- Window Improvement

OUC reserves the right to add or remove any discipline(s) and or limit the number of contractors per discipline at its own discretion. Customers will be referred to OUC's website for additional information about these services and for contractor's contact information. The PCN contractors will perform work under their respective discipline and comply with any applicable OUC customer incentive programs related to their discipline. OUC reserves the right to request at any time for contractors to occasionally perform work on behalf of OUC to its customers; however, there is no guarantee that any work will be assigned or, if work is occasionally assigned, that work will be evenly distributed to the contractors.

OUC makes no representations, warranty, or guarantees whatsoever as to the number of future work commitments that will be generated and/or secured by the contractor as a result of participation in said program.

Agreement Cycle

The cycle of this Agreement shall be for two one year terms beginning January 1 through December 31 of each year. The Agreement will auto-renew for one (1) year period unless contractor chooses to terminate with a sixty (60) day written notice or the contractor is terminated for failing to meet the annual review criteria.

Annual Review Criteria

- Compliance Form
- Financial Certification Form
- Supplier Information Form
- W-9 Request Form
- Safety Statistics
- Use of Subcontractors

Special Conditions

The undersigned applicant by signing and submitting required documents hereby acknowledges and certifies:

- A. An annual non-refundable review and processing fee of \$250 per discipline is required to participate in the PCN Program. Payment for the initial \$250 review and processing fee per discipline shall be made prior to the receipt of all required documents. OUC will invoice participating preferred contractors for the \$250 review and processing fee per discipline for subsequent agreement periods.
- B. The contractor must have the ability to service OUC's customers in its service territory, which includes the Cities of Orlando and St. Cloud, and some unincorporated portions of Orange and Osceola counties. The contractor will contact the customer within one (1) business day after being solicited.
- C. A minimum of three (3) years' experience as a registered business related to the respective discipline of expertise is required.
- D. Contractor and/or personnel who perform work in connection with this submission shall meet OUC's Alcohol and Controlled Substance Abuse Policy. A copy of OUC's Alcohol and Controlled Substance Abuse Policy can be found at www.ouc.com under "Supplier Information".
- E. Contractor and/or personnel shall have state-wide criminal and employee background check procedures as part of their company policy.
- F. The contractor shall have adequate means of communication necessary to perform all aspects of the program including an office phone, cell phone, after hours contact numbers, e-mail, or telefax (FAX).
- G. The contractor will consider cross-promotion of OUC's Preferred Contractor Network on their website and other applicable materials.
- H. The contractor shall have adequate revenues in reserve to cover any anticipated work under the Preferred Contractor Network.
- I. Contractors shall be licensed as required by the city, county, state and/or federal government to perform this type of work. Licensing requirements for solar contractors can be found in SECTION E.

- J. Damage to facilities, equipment or property caused by the contractor or any representative of the contractor shall be the responsibility of the contractor and shall be remedied by the contractor. The contractor shall reimburse the owner of the damaged facility, equipment or property for any cost of repair and/or shall replace any equipment of property damaged beyond reasonable repair.
- K. The contractor shall be accountable for any damages resulting from his operations. He shall be fully responsible for the protection of all persons including members of the public and all public and private property.
- L. The contractor shall be responsible for all subcontractors utilized in performance of any work under the Preferred Contractor Network.
- M. The Supplier shall observe and comply with all ordinances, laws, codes and regulations, and shall protect and indemnify the owner and the owner's officers and agents against any claim or liability arising from or based on any violation of the same. Supplier shall be responsible for obtaining and maintaining any licenses, permits, and/or other authorizations of any kind required for the performance of the services.
- N. The contractor shall indemnify and hold OUC harmless from any and all claims, demands, costs (including but not limited to reasonable attorney's fees and charges or other professional fees and court arbitration or other dispute resolution costs), or expense for any loss, damage, or injury to persons or property caused by, arising out of, or resulting from:
 - a. Any act or omission by contractor and its employees or Subcontractors in connection with the services provided under this submittal.
 - b. Any defect in, failure of, or fault related to the equipment installed.
- O. The contractor shall comply with all local, state, and federal regulation; environmental or otherwise.
- P. The contractor shall assign a "Point of Contact" from their office to coordinate all activities and concerns between OUC and the contractor.
- Q. OUC reserves the right to obtain any documentation necessary to verify that the contractor is meeting all requirements and specifications including but not limited to annual Dun and Bradstreet reports or Financial Certification, valid licensing, safety statistics and insurance coverage, and to remove the name of the contractor who fails to maintain compliance with all requirements.
- R. OUC reserves the right to solicit feedback from customers about their experience with the contractor via multiple channels including but not limited to third party survey, online, mail and phone.
- S. The contractor agrees to maintain Worker's Compensation, General Liability, and other insurance requirements in accordance to the requirements as set forth within this document. A copy of the insurance certificate(s) shall be included with the submittal. Contractors shall be responsible for maintaining a current insurance certificate for all insurance required with OUC, and electronically submitting subsequent insurance renewal certificates to pcn@ouc.com.
- T. Contractor's vehicles shall have their company logo displayed in a conspicuous location.
- U. The contractor agrees to perform services hereunder as an independent contractor, with discretion in and control over the furnishing of such services provided. In no event shall any officer, agent, or employee of either party be deemed to be the officer, agent or employee of the other party. Contractor acknowledges that any agreements to perform work or work that is performed as a result of a referral from the PCN is strictly between the customer and contractor. OUC is not a party to such agreement(s) and is not responsible for payment for any services, labor or materials that the contractor provides to customers or any third-party as a result of a referral from the PCN Program. Contractor agrees to indemnify and hold harmless, OUC, its officers, directors and employees from and against any and all claims, damages, losses, and expenses, direct or indirect arising out of their participation in the PCN Program and performance of work pursuant to said program.

INSTRUCTIONS

A.1 PROGRAM DESCRIPTION – OUC receives thousands of calls every year from customers with high bill complaints, water leaks and many other related issues. OUC Conservation Specialists respond by performing audits each year and many times when a problem is found customers want to know which service repair professional to contact. Customers tend to rely on OUC for guidance on selecting reputable service and repair professionals when faced with potential repairs. In response to these issues and inquiries, OUC has developed a Preferred Contractor Network (PCN). The Preferred Contractor Network will allow OUC to offer guidance on selecting reputable service and repair professionals to its customers and citizens residing in Central Florida via the OUC website. The website is also referred by OUC’s Customer Service Representatives and Conservation Specialists. Customers may also use the contractors participating in the Preferred Contractor Network to perform work that qualifies under an OUC Rebate for Conservation or Renewable Programs. Contractors participating in the Preferred Contractor Network must attend the formalized Point of Sale (POS) training.

The OUC Preferred Contractor Network is primarily a resource tool with the main focus of providing customers with information on potential installation and repair service professionals. The OUC website will provide the following with regard to the PCN:

- Contact information for listed professionals categorized by discipline.
- OUC’s standards of conduct and codes of ethics for all contractors.
- Selection of contractors according to discipline by customers for quotation.
- A customer feedback mechanism via email and comments.

Customers that do not have internet access can call OUC to select a contractor.

A.2 SUBMISSION PROCESS – Submitted forms will be received by the Orlando Utilities Commission, herein referred to as “OUC”, "Owner", and/or “Commission”, for participation in OUC’s Preferred Contractor Network (PCN) Program as set forth in the included specifications and documents.

Submissions are only accepted during the open enrollment period. Open enrollment begins on **October 3rd and ends on October 31st** this year. Incomplete submittals or those not meeting the requirements will be automatically rejected.

Applicants must follow these steps to insure proper submission:

Step 1 – Contact OUC at pcn@ouc.com to obtain a customer number and indicate your payment method of choice from the options below. Include the following information in your email to pcn@ouc.com.

**Legal Company Name
Company Address
Contact Name
Contact Number
Requested Disciplines
Specify whether the disciplines/services provided are applicable to residential, commercial or both**

Step 2 – Submit payment with your assigned customer number, upon receipt of the invoice. We must receive your payment before your form submittal.

There are three options for payment submittal.

- 1. ACH or Wire Transfer – enter customer number in the memo line
ACH to #063100277
Wire Transfer to #026009593
Account Number 898027342681**
- 2. Credit Card www.ouc.com – enter customer number in account space**
- 3. Check via mail – enter customer number on memo line. Mail to:**

**Orlando Utilities Commission
Attention: Conservation Department
3800 Gardenia Ave
Orlando, FL 32839**

Step 3 – Submit all pages within this agreement including required documents with appropriate signatures to pcn@ouc.com. Original documents must be signed with blue ink and mailed to the address listed above in step 2.3.

A.2.2 Signatures – The name stated on all required documents shall be the exact legal name of the firm and should be used consistently throughout the submittal process. If a non-officer is signing on behalf of the firm, a letter of authorization signed by the president of the firm is required. The names of all persons signing should also be typed or printed below the signature.

A.3 INTERPRETATION – If any prospective applicant is in doubt as to the true meaning of any part of this document, they may submit an electronic request (verbal requests will not be accepted) to pcn@ouc.com for an interpretation.

A.4 COMPLIANCE FORM – Each applicant shall submit an executed Compliance Form. Compliance Form is located in Section A, page 11 of this document.

A.5 ACCEPTANCE AND REJECTION – OUC reserves the right to reject any and all applicants; and to waive irregularities and formalities in any document that is submitted.

A.6 EVALUATION – OUC will evaluate all submittals looking at all the information provided by the applicants. OUC reserves the right to consider historic information and fact, whether gained from the submitted forms, owner’s experiences with applicant, references, and/or other sources in the evaluation process to determine eligibility to participate in OUC’s Preferred Contractors Network.

The contractor is cautioned that it is their sole responsibility to submit information related to the evaluation categories and that OUC is under no obligation to solicit such information if it is not included with the submission. **Failure of the contractor to submit such information may lead to automatic rejection.**

A.7 EVALUATION CRITERIA

- Qualifications
- Safety Program & Statistics
- Professional Experience
- Cross-promotion opportunities (website, advertising, direct mail, etc)
- Financial stability
- Proximity to OUC’s service territory
- Use of Subcontractors

A.8 MINORITY PARTICIPATION – Applicants are responsible for making OUC aware they are a Minority and Women Business Enterprise business. A copy of the “Minority and Women Business Enterprise Policy” can be found on the OUC web site (www.ouc.com), under Vendor information and OUC policies.

Standards of Conduct and Code of Ethics

Responsibility to Customers

Each contractor in the network shall:

- Pursue the customer's legitimate needs and shall not place his/her own needs above those of the customer in providing services for that customer.
- Recommend and install the right equipment, which is sized correctly and will operate safely for the customer. Contractors must fully disclose any and all risks associated with the use of the equipment.
- Disclose their level of experience, equipment performance, operating and maintenance costs, and equipment quality in a forthright, non-deceptive manner.
- Follow-up with their customer in a timely manner to insure customer satisfaction.
- Provide prompt, courteous and reliable service to include the initial phone call, setting appointment times, and follow-up visits.
- Warrant their materials and workmanship pursuant to the PCN Program to the extent that is customarily offered and extended by contractor for the same or similar type services to any other customer in the regular course of business.
- Make every effort to resolve any disputes. If disputes cannot be resolved, the contractor shall follow their prescribed procedure for dispute resolution.

Responsibility to the Trade/Industry

Each contractor in the network shall:

- Adhere to the local jurisdiction code requirements.
- Apply for the required permits for each project in connection with this submission.
- Work to improve their respective industry by:
 - Supporting continuous training and skill building for all employees inclusive of the owners
 - Keeping up with changes and advances in technology
 - Reporting all non-licensed or non-permitted work
 - Participating in related trade and industry associations

Professionalism

Each contractor in the network shall:

- Display the highest degree of professional behavior.
- Properly conduct and document all work to the Rebate Incentive Requirements standards and specifications listed on the respective Residential or Commercial PCN Rebate Form
- Be mindful of the trust placed in them by their customer, and shall respect that trust by:
 - Providing customers with a clear written estimate of the cost of service before work begins.
 - Not providing a final invoice until all work is satisfactorily completed.
 - Provide accurately and openly communication to customers that they are exchanging their right to a rebate from OUC for a discount on their final invoice.
 - Keeping all customer data confidential.
 - Conducting business in the appropriate dress and/or uniform.
 - Conducting business with the appropriate equipment and tools.

Responsibility to Community

Each contractor in the network shall:

- Respect the community by obeying all civil laws and respecting the rights of others.
- Act in an environmentally friendly manner, working to protect the internal environment of each customer and the surrounding community.
- Comply with all health and safety standards, rules, regulations, and laws.

Removal from the PCN Program

Contractors that fail to meet the OUC prescribed standards of business and code of ethics may be removed from the network. All contractors will be evaluated on an annual basis to determine continued participation in the program.

OUC reserves the right to remove a contractor from the PCN Program for reasons including but not limited to the following:

- Discovery of invalid license or certification
- Failure to submit annual insurance renewal certificates
- Failure to maintain required insurance levels
- Failure to notify OUC of changes in Public Entity Crimes status
- Failure to submit paperwork for customers where required
- Negative customer feedback
- Excessive OSHA violations

SECTION A

COMPLIANCE FORM

By signing below, I acknowledge legal authority to execute this document and affirm in good faith without collusion or fraud that contractor is compliant with all requirements of Section 287.133(3) and 287.135 of the Florida Statutes and that no terminations, claims of default, law suits, or investigation by any regulatory or professional association have been initiated against contractor, its officers, and/or employees related to services provided in the regular course of business within the last five (5) years

Firm Name

Date

Authorized Signature

Officer Title

Printed or Typed Name

SECTION B

BUSINESS FORMS

- Requested Disciplines
- Business License(s)
- Insurance
- Financial Certification

REQUESTED DISCIPLINES

Contractors interested in participating in the Preferred Contractor Network Program shall submit detailed documents to OUC.

Please indicate below the discipline(s) your firm will be submitting for and attach a list of services provided for each selection:

	Residential	Commercial
Advanced Water Leak Detection	<input type="checkbox"/>	<input type="checkbox"/>
Commissioning / Retro-Commissioning	<input type="checkbox"/>	<input type="checkbox"/>
Electrical	<input type="checkbox"/>	<input type="checkbox"/>
HVAC/Duct Repair	<input type="checkbox"/>	<input type="checkbox"/>
Indoor Lighting	<input type="checkbox"/>	<input type="checkbox"/>
Infrared Thermography	<input type="checkbox"/>	<input type="checkbox"/>
Insulation	<input type="checkbox"/>	<input type="checkbox"/>
Irrigation	<input type="checkbox"/>	<input type="checkbox"/>
Performance Testing	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing	<input type="checkbox"/>	<input type="checkbox"/>
Roofing	<input type="checkbox"/>	<input type="checkbox"/>
Solar Photovoltaic Systems (Electric Power)	<input type="checkbox"/>	<input type="checkbox"/>
Solar Thermal Systems (Domestic and Process Water Only)	<input type="checkbox"/>	<input type="checkbox"/>
Water Cisterns	<input type="checkbox"/>	<input type="checkbox"/>
Window Improvement	<input type="checkbox"/>	<input type="checkbox"/>

REQUESTED DISCIPLINES/LICENSE/FINANCIAL CERTIFICATION/INSURANCE

- Provide a copy of the appropriate Business License and Solar PV or Solar Thermal NABCEP certifications for each discipline(s) applicable
- Provide a signed copy of the OUC Financial Certification Form (page 15)
- Provide proof of insurance

The Applicant shall acquire and maintain for the life of this Agreement (at the Applicants expense) a minimum of the following insurance:

<u>Coverage</u>	<u>Limit</u>
➤ Workers' Compensation	Statutory
➤ Employers' Liability	\$500,000 each employee \$500,000 each accident \$500,000 policy limit
➤ Commercial General Liability (Bodily Injury & Property Damage)	\$2,000,000 combined single limit
➤ Automobile Liability (Bodily Injury & Property Damage)	\$1,000,000 combined single limit

Commercial General Liability Insurance shall include coverage for all of the supplier's contractual liability under this Agreement. The supplier's insurance shall include OUC as an additional insured with respect to the activities of the supplier arising out of this agreement. Contractor shall furnish OUC with certificates of insurance as evidence that the policies required are in full force and effect.

FINANCIAL CERTIFICATION

I certify that my company has revenues in reserve to cover any anticipated work under this agreement for this calendar year.

Firm Name

Date

Authorized Signature

Officer Title

Printed or Typed Name

SECTION C

ACCOUNTING

- Supplier Information Form
- W-9 Request for Taxpayer Identification Number and Certification

SUPPLIER INFORMATION FORM

General Information				<input type="checkbox"/> I am an existing supplier	<input type="checkbox"/> I am a new supplier
Legal Name:					Fed. Taxpayer I.D. #
Business Name:					
If you have done business under a previous name or acronym, please provide:					
Are you a certified minority owned business?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	Certified with:	
				Ethnic:	
Contact Information					
Purchase order (physical) address:	Company Name		Street Address 1		
	Street Address 2		City, State, Zip		
Sales Contact:	Name			Title	
	Email Address		Phone		Fax
"Remit to" address (if different from above):	Company Name		Street Address 1		
	Street Address 2		City, State, Zip		
Billing Contact:	Name			Title	
	Email Address		Phone		Fax
Other Locations					
Are you affiliated with other locations?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, is your Accounts Receivable function in one location?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Please provide contact information for the central (or corporate) office for Accounts Receivable functions:					
<input type="checkbox"/> Same as "Remit to" address above	Company Name			Fed. Taxpayer I.D. #	
	Street Address 1		Street Address 2		
	City, State, Zip				
	Contact Name/Title		Email Address		Phone Number
Products and Services – Complete and return IRS Form W-9.					
<input type="checkbox"/> Product <input type="checkbox"/> Service <input type="checkbox"/> Other	Description of product, service, or type of payment: <input type="checkbox"/> Legal services <input type="checkbox"/> Real estate parcel <input type="checkbox"/> Medical/Health care <input type="checkbox"/> Property damage claims <input type="checkbox"/> Interest accrued on customer deposit <input type="checkbox"/> Other non-employee compensation – please describe: _____ <input type="checkbox"/> Other – please describe: _____				
Payment Terms	<input type="checkbox"/> Net 30 days <input type="checkbox"/> Other – please specify: _____				
ACH Information for your location					
Name on the Account:					
Bank name:					
Bank address:		Street Address		City, State, Zip	
Bank contact:		Name		Email Address for notification of payment	
ABA Routing #				Account #	

Authorized Signature

Date

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) *	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
				-				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person *	Date *
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

SECTION D

QUALIFICATIONS

- Safety Program and Statistics
- References
- Cross Promotion Opportunities
- Use of Subcontractors

SAFETY PROGRAM AND STATISTICS

Provide the following information:

1. Provide a copy of your written Safety Program.
2. Provide a copy of your statewide criminal and employee background check procedures.
3. Safety Statistics.

How many employees do you have? _____

NOTE: If you have ten employees or less, skip items A, B, C and D below.

A. OSHA Recordable Injury/Illness Rate for the last three years:

2016 _____

2015 _____

2014 _____

B. Number of Recordable Injury/Illness cases that resulted in employees losing time from work (i.e. Days-Away cases)

2016 _____

2015 _____

2014 _____

C. Number of fatalities in the last three years:

2016 _____

2015 _____

2014 _____

D. Experience Modification Rate (EMR) for the last three years:

2016 _____

2015 _____

2014 _____

If you do not have OSHA numbers to submit, please indicate why.

References

Contractors shall provide two (2) references for residential service if you plan to provide services to residential customers and two (2) references for commercial services if you plan to provide services to commercial customers, to include the following information:

- Name of Customer / Business
- List of services provided
- Address
- Contact person
- Contact person phone number
- Dates/duration of services
- Description of Project

Cross Promotion Opportunities (Optional)

Provide a list of marketing channels you may use to promote your membership in the Preferred Contractor Network. Examples include:

- Website
- Mass Marketing (Print, Online, Radio, TV, Direct Mail, etc.)
- Press Releases
- Sales Materials
- Vehicle
- Social Media

Use of Subcontractors

Provide a list of Subcontractors you intend to use when performing work under the Preferred Contractor Network. Include the following information for each Subcontractor you intend to utilize:

- Subcontractor’ s Name and address
- Subcontractors License
- Subcontractors Insurance Certificates (must meet PCN insurance limits)
- Subcontractors Safety Statistics as outlined in question #3 of the Safety Program & Statistics Page.

Declare the use of subcontractors

Yes No

NOTE: If you have answered yes to the use of subcontractors, please provide their names directly below and indicate that all required documents have been attached.

Subcontractor Name	Indicate that you have provided the following for each subcontractor	
	<input type="checkbox"/>	License
	<input type="checkbox"/>	Insurance
	<input type="checkbox"/>	OSHA Numbers
	<input type="checkbox"/>	Copy of your written Safety Plan
	<input type="checkbox"/>	Copy of Criminal and Employee Background Check procedures
Subcontractor Name	Indicate that you have provided the following for each subcontractor	
	<input type="checkbox"/>	License
	<input type="checkbox"/>	Insurance
	<input type="checkbox"/>	OSHA Numbers
	<input type="checkbox"/>	Copy of your written Safety Plan
	<input type="checkbox"/>	Copy of Criminal and Employee Background Check procedures
Subcontractor Name	Indicate that you have provided the following for each subcontractor	
	<input type="checkbox"/>	License
	<input type="checkbox"/>	Insurance
	<input type="checkbox"/>	OSHA Numbers
	<input type="checkbox"/>	Copy of your written Safety Plan
	<input type="checkbox"/>	Copy of Criminal and Employee Background Check procedures

SECTION E

ADDITIONAL SOLAR CONTRACTOR REQUIREMENTS

All solar installations must pass local jurisdiction and OUC inspections prior to OUC providing the solar incentives and rebates associated with OUC Solar Programs.

Solar contractors applying for participation in OUC's Solar PCN agree to provide certain services to assist customers in participating in OUC's solar programs. Solar contractors refusing to provide these certain services are subject to being removed from the PCN.

For Thermal Systems:

- Solar preferred contractors are authorized to provide solar thermal customers with a point of sale rebate equal to OUC's approved incentive amount.
- Solar preferred contractors are required to submit a rebate application after the solar Thermal system is installed and has passed local code jurisdiction inspection.

For PV Systems:

- Solar contractors are required to furnish and install a meter base/can on solar PV systems for the purpose of providing a mechanism for OUC to capture the kWh production of the solar system.

Solar contractor licensing requirements:

Solar contractors are required to have the following licensing for the solar discipline(s) they intend to install under this program:

- A Certified Solar Contractor (CVC) License to install Solar Thermal and/or Solar PV Systems
- An Electrical License and North American Board of Certified Energy Practitioners (NABCEP) PV Installer Certification to install PV Systems
- A Plumbing License and NABCEP Solar Thermal Installer Certification to install Thermal Systems

SECTION F

CROSS PROMOTION AGREEMENT

In the following pages, we define and provide guidelines that will help your company build on our joint accomplishments in order to deliver a reliable, strong and consistent partnership.

1. Marketing

- a. All marketing, advertising or promotional materials which reference OUC or the OUC Preferred Contractor Network must include a disclaimer which shall state:
(Insert name of Contractor) is not an agent or affiliate of OUC.
 - i. In the case of television marketing, advertising or promotional spots which reference OUC or OUC's Preferred Contractor Network, the disclaimer requirement may be satisfied by either (i) verbally announcing the disclaimer as part of the television spot, or (ii) displaying the disclaimer in a format equal to or greater than four percent of the vertical picture height, for a period of not less than four seconds, excluding fade in and fade out.
 - ii. In the case of radio marketing, advertising or promotional spots, which reference OUC or OUC's Preferred Contractor Network, the disclaimer shall be verbally announced as part of the radio spot.
 - iii. In the case of telemarketing efforts, which reference OUC or OUC's Preferred Contractor Network, the disclaimer shall be included as part of the text read by the telemarketing representative when contacting or responding to OUC customers.
 - iv. In the case of printed marketing, advertising or promotional materials, which reference OUC or OUC's Preferred Contractor Network, the disclaimer shall appear in the text of such materials and shall be printed in bold type.
- b. Contractor shall not use the OUC Preferred Contractor Network Icon in any of its marketing, advertising or promotional materials, without approval from OUC.
 - i. In the case of printed marketing, advertising or promotional materials or telemarketing texts, a contractor must submit via postal mail or email their contact information, run date of the media and attach the proposed advertising/creative or telemarketing text with the disclaimer requirement and OUC Preferred Contractor Network icon, if applicable.
 - ii. All correspondence must be sent to the following email:
**PCNADS@OUC.com or mailed to:
OUC - Marketing Department
P.O. Box 3193
Orlando, FL 32801**
 - iii. OUC will respond to the approval request within five (5) business days of receipt.
 - iv. The decision to grant or deny the request for approval shall be at OUC's sole discretion and shall be final and binding.
- c. Contractor should consider displaying the OUC Preferred Contractor icon hyperlinked to OUC's website (www.ouc.com) on their website. This is optional and not required to be a part of OUC's Preferred Contractor Network.
- d. OUC reserves the right at any time to review any and all advertising, marketing, or promotional copy or materials developed or used by the contractor which references the contractor's participation in the OUC Preferred Contractor Network. If OUC, at its sole discretion, determines that the copy or materials are misleading, in error, or fails to meet the requirements of this section. The contractor agrees to remove from circulation or otherwise discontinue the use of any copy or materials as requested by OUC.
- e. Contractor shall not use the Orlando Utilities Commission (OUC) identify marks and logos in any of its marketing, advertising or promotional materials, without express approval from OUC. All request for approval, must be sent through the appropriate channels stated in section b, subsection ii. Contractor agrees to abide by all of the terms and conditions regarding the use of the OUC identity marks and logos as specified by OUC through its printed guidelines and/or written directions.
- f. Contractor must use the most up-to-date OUC approved Preferred Contractor Network marketing program materials.
- g. All marketing and advertising materials should comply with the Business and Professions Code and must include the contractor's license number.

2. OUC Preferred Contractor Name and Icon Proper Use Guidelines

Contractors using the OUC Preferred Contractor Stamp must abide by the following general guidelines:

- a. The OUC Preferred Contractor name and icon may never be used on any type of clothing.
- b. The icon may not be altered, cut apart, separated, or otherwise distorted in perspective or appearance.
- c. The icon or name may never be used in a manner that would disparage OUC.
- d. The icon or name may never be associated with the words "high utility bill" or reflect OUC or its services in a negative light.
- e. Partners and other authorized organizations are responsible for their own use of the OUC Preferred Contractor icon, as well as use by their representatives, such as ad agencies and implementation contractors. Common uses of the OUC Preferred Contractor Icon to feature the contractor's partnership with OUC include:

- | | | |
|-----------------|------------------|-------------------------|
| • Business card | • Letterhead | • Website |
| • Advertisement | • Sales material | • Brochures |
| • Invoice | • Vehicles | • Social media mentions |

3. Representation

- a. The contractor, their representatives and agents may not represent themselves as an agent, representative or employee of OUC, or claim association or affiliation with OUC in any capacity other than as an independent contractor. Further, the contractor shall not make false claims about performance or savings, nor engage in fraudulent or deceitful conduct in the sale or installation of measures.
- b. The contractor, their employees and representatives are solely responsible for representation, sales, installation and warranty service of products and systems under this Agreement.

4. Customer Satisfaction

With the signing of this Agreement, contractor commits to the following:

- a. Train internal staff to field customer inquiries about the OUC Preferred Contractor Network
- b. Immediately report to OUC or it representatives, all customer conflicts that are not resolved to the customer's full satisfaction.
- c. OUC will provide customers with a comment card and/or online comment form or be contracted by a third party surveyor in order to follow up on the contractor's customer service and fulfillment of the services rendered.
 - i. If a contractor receives a negative rating or comment, OUC will investigate the validity of the claim and take further action.
 - ii. OUC will share customer comments with the contractor in order to ensure quality customer service.
 - iii. OUC reserves the right to terminate the contractor if negative comments and ratings persist.

5. Termination

OUC may terminate this Agreement to any or all contractors for violating any or all of the guidelines stated above. Therefore, the OUC Preferred Contractor Network Agreement is no longer valid and the contractor(s) will be terminated from the OUC Preferred Contractor Network.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OUC

CONTRACTOR

By: _____
Signature/Date

By: _____
Signature/Date

Printed Name and Title

Printed Name and Title

Printed Company Name

Printed Company Name

SECTION G

PCN CHECKLIST

SECTION A

- Compliance Form

SECTION B

- Requested Disciplines List
- Copy of Appropriate Business License(s)
- Copy of NABCEP Certifications for Solar Disciplines
- Financial Certification Form
- Proof of Insurance
 - Worker's Compensation
 - Employer's Liability
 - Commercial General Liability
 - Automobile Liability

SECTION C

- Completed Supplier Information Form
- Completed W-9

SECTION D

- Copy of your written Safety Plan
- Copy of Criminal and Employee Background Check procedures
- Safety Statistics for the last three years
 - OSHA Recordable Rate
 - Fatalities
 - E.M.R
- Professional Experience for Supervisors, Sales and Installing staff
- References
- Cross Promotion Opportunities
- Subcontractor information if applicable

SECTION E – For review only, no documents required

SECTION F

- Cross Promotion Agreement

Other:

- PCN Review and Processing fee