

## MEMORANDUM OF UNDERSTANDING

ENERGIZE KENTUCKY 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.

ENERGIZE KENTUCKY 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 ENERGIZE KENTUCKY website as a Program Announcement. In all cases, or at any time, ENERGIZE KENTUCKY'S failure to enforce any provisions of this Agreement shall not constitute a waiver of such provisions, nor does it limit ENERGIZE KENTUCKY'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 ENERGIZE KENTUCKY 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.

ENERGIZE KENTUCKY 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. ENERGIZE KENTUCKY is under no obligation to approve such requests.

#### Section 1.02 Application Submittal/Execution Verification

##### (a) Submit MOU to ENERGIZE KENTUCKY

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

##### (b) Placement on the Participating Contractor List

ENERGIZE KENTUCKY 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 ENERGIZE KENTUCKY.

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

ENERGIZE KENTUCKY 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	Kentucky HVAC License
Plumbing	Kentucky Plumbing License
Solar Photovoltaic	Kentucky Electrical License
Lighting	Kentucky 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 ENERGIZE KENTUCKY, 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 ENERGIZE KENTUCKY**

**Section 4.01 Program Representation**

The Contractor shall properly represent his/her relationship to ENERGIZE KENTUCKY. 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 ENERGIZE KENTUCKY of any product, individual, or company. No work is guaranteed, or warranty expressed or implied by ENERGIZE KENTUCKY, and ENERGIZE KENTUCKY 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 ENERGIZE KENTUCKY 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 ENERGIZE KENTUCKY to the Contractor under this Program are subject and limited to the funding/financing provided to the Contractor by ENERGIZE KENTUCKY. 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 ENERGIZE KENTUCKY, 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	ENERGIZE KENTUCKY	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: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation, Type: <input type="checkbox"/> Other:			
DUNS Number: <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a>		Federal Tax ID:	

Have you filed bankruptcy within the last 7 years?  Yes  No  
If yes, please indicate date:

Have you had any liens, judgments, or lawsuits filed against you in the last 5 years?  Yes  No  
If yes, please explain:

Trade Association Affiliations (*voluntary*):

Please check all that apply:

<input type="checkbox"/> Small Business Enterprise (SBE)*	<input type="checkbox"/> Women Business Enterprise (WBE)*	<input type="checkbox"/> Minority Business Enterprise (MBE)*
<input type="checkbox"/> Duke Trade Ally	<input type="checkbox"/> Union Contractor	<input type="checkbox"/> 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:

<input type="checkbox"/> Energy Auditing	<input type="checkbox"/> Solar Thermal or Solar PV	<input type="checkbox"/> Geothermal
<input type="checkbox"/> Lighting	<input type="checkbox"/> Electrical	<input type="checkbox"/> Performance Contracting
<input type="checkbox"/> Heating and Cooling	<input type="checkbox"/> Building Envelope	<input type="checkbox"/> Fans
<input type="checkbox"/> Energy Control Systems	<input type="checkbox"/> Water Efficiency	<input type="checkbox"/> Other _____
<input type="checkbox"/> Combined Heat and Power	<input type="checkbox"/> Energy Storage	

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**Employee Training Plan**

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

Description of company's employee training program attached

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**Professional Certifications**

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

Proof of certification attached

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**Licensure**

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

Proof of licensure attached

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**Insurance**

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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

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**Drug Free Workplace**

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I, \_\_\_\_\_, \_\_\_\_\_ do hereby certify that  
(Name) (Title)

\_\_\_\_\_ has a Drug-Free Workplace or Drug-Free Safety Program.  
(Company)

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

**Contractor Registration**  
**ENERGIZE KENTUCKY**  
710 E. Main Street  
Lexington, KY 40502