

SOLAR AND ENERGY LOAN FUND

Participating Contractor/Vendor Application and Acknowledgment



Participating Contractor/Vendor Application

Please complete, sign and submit for consideration as a Solar and Energy Loan Fund Participating Contractor.

A. Contractor/Vendor

(Please print clearly)

1. Contact Information:

Company Name: _____

- Business Physical Address:

City: _____ State: _____ Zip: _____

- Business Mailing Address (if different from above):

City: _____ State: _____ Zip: _____

Business Fax #: _____

Website: _____

Contact1: _____ Title: _____

Phone # and ext: _____ Phone2 (cell): _____

Email: _____

Contact2: _____ Title: _____

Phone # and ext: _____ Phone2 (cell): _____

Email: _____

Contact3: _____ Title: _____

Phone # and ext: _____ Phone2 (cell): _____

Email: _____

Which Counties are being served by this business?

2. Licenses and Insurance- Please provide the applicable current copies that show expiration dates:

Florida Business License (Copy required – if applicable)
Florida Specialty Licenses (Plumbing, Electrician, HVAC, GC, etc.) (Copies required)
Occupational License(s) – City and/or County (Copies of actual licenses required)
General Liability Insurance (<i>minimum coverage indicated in Contractor Acknowledgment</i>)– (Copy required)
Worker’s Comp – (Copy required even if Exempt)

- a. Are you bonded? _____
- b. Are you certified/licensed to install Disability retrofits?
- c. Are you a Universal Design Certified Professional (UDCP)? _____

*If Yes to any, please provide documentation to support the certification and/or licensing.

B. Company Information:

- **Principal Sector:**
 - ___ Residential only
 - ___ Commercial only
 - ___ Both
- **Brief History and Organizational Structure of Firm**

Year the Business opened: _____

Number of Years in Business: _____

*References may be required for Companies in business for less than 5 years.

****What type of business? (choose one):** Sole Proprietor C-Corp S-Corp LLC
 Partnership

Business Size (choose one): Microenterprise Small to Medium Large Non-profit

Current number of full time employees: _____

Current number of part-time employees: _____

****** All Contractor/Vendor Applications MUST include a copy of the company's W-9 for SELF's Accounting Dept.**

Referring to section B, describe the range of services your company has provided in the last three years?

C: Education and Experience:

***Referring to section B. If you or your staff has had special training in the Green Industry, please provide copies of certificates showing completion.**

Energy Efficiency Training Program(s) –	Dates Attended

Is this business re-applying to SELF? Yes No

If Yes, what is the reason for re-applying?

Participating Contractor/Vendor Marketing Questionnaire

1. **Company Name:** _____

2. **Marketing Contact Person:**

Name: _____

Phone #: _____ Ext: _____

Email: _____

Website: _____

3. Do you utilize **social media outreach**? Please circle which applies

a. Facebook: **Y / N**

b. Twitter: **Y / N**

c. LinkedIn: **Y / N**

If so, please **link up with SELF** by:

- "Liking" / Commenting on our Facebook page: www.Facebook.com/solarenergyloanfund
- Following / Mentioning our Twitter page: www.Twitter.com/solarenergyloan
- Following SELF on LinkedIn: www.Linkedin.com/company/solarandenergyloanfund

4. What kind of **marketing tactics** are you currently using? Please check off which apply

Radio

Magazines

Mass mailing

Print, flyers, brochures, post cards

Television: Network and Cable, TV ads or infomercials

Internet and Social media (i.e., FB ads, FB Page, Twitter, Linked In, Pinterest, Foursquare)

5. Do you plan on providing information to your customers about SELF? (e.g., giving SELF brochures, applications, contact information, etc.) **Y / N**

6. What is your **most successful marketing tool**?

7. Are you interested in signing up for **co-marketing materials**? Please check off all that apply

Vehicle decals

Project identifier Yard Signs

Co-Marketing Flyers

***If YES to Vehicle decals:**

- Number of Company Vehicles: _____

8. **State Certified License #(s) for marketing materials:** _____

9. How did you hear about SELF: _____

10. Can you refer another Contractor? _____

****Please email your company logo to judson@solarenergyloanfund.org and info@solarenergyloanfund.org.**

***Provide the logo in one of the following formats: eps, high resolution jpg, or pdf.**

BUSINESS NAME:

***PLEASE CHECK (X) THE APPROPRIATE PRODUCT(S) THAT YOUR BUSINESS IS LICENSED TO OFFER AND INSTALL**

	<u>Products</u>	<u>(x)</u>	<u>Notes</u>
	Weatherization		
	Duct Testing and/or Repair		
	Window Films and Solar Screens		
	Attic/Roof/Crawl Space Insulation		
	Wall Insulation		
	Windows		
	Doors / Door Frames		
	Garage Doors		
	Roofs		
	Skylight/Solar Tube		
	Whole House Attic Fan		
	Reflective Paint Coating		
	Programmable Thermostat		
	Interior & Exterior Light Bulbs (CFL/LED)		
	Heating Ventilation Air Conditioning (HVAC) Systems		
	Ceiling Fans (Energy Star)		
	Kitchen & Bathroom Exhaust Fans		
	Solar Powered Attic Exhaust Fans		

2400 Rhode Island Avenue, Fort Pierce, FL 34950 **Mailing Address:** P.O. Box 5506, Fort Pierce, FL 34954 **O:** 772-468-1818 **F:** 772-468-1811

	Variable speed pool pumps		
	Solar Pool Heaters		
	Solar Hot Water		
	Photovoltaic (PV) Panels		
	Shutters and Fasteners		
	Shingle Repair and Reinforcement		
	Water Barriers: Roof & Soffit Vent Sealing		
	Hurricane Clips/Straps and Roof Anchors		
	Drywall Repair		
	Flashing		
	Hail Protection		
	Low Flow Toilets/Shower Heads/ Aerators		
	Irrigation Package: Irrigation controller, timers, soil moisture sensors, sprinkler heads, drip irrigation, etc.		
	Rain Water Barrels/Cisterns		
	Disability Installations (please list)		
	ADDT'L PRODUCTS		
	ADDT'L PRODUCTS		
	ADDT'L PRODUCTS		

Participating Contractor/Vendor Acknowledgment

Solar and Energy Loan Fund

Terms and Conditions for Participation:

This Participating Contractor/Vendor Acknowledgment ("Acknowledgment") confirms to the Solar and Energy Loan Fund ("SELF") that the executing Contractor agrees to, accepts, and understands all of the terms and conditions under which contractors shall participate in the Solar and Energy Loan Fund Program ("Program"). If SELF authorizes the Contractor to participate in the Program, the Contractor agrees to be bound by all the terms and conditions set forth in the Application and this Acknowledgment, and all terms, conditions, and program requirements set forth in the Program. Failure to abide by these terms can result in immediate termination from participating in the Program. Pursuant to the terms of this Acknowledgment, a participating Contractor's contract with a homeowner to provide energy efficiency products and building performance services shall comply with the following Program requirements:

- a. New Contractor:
 - After receiving approval to participate, the Contractor will receive a mailed and emailed "Welcome Letter" that states the basic information of the SELF Program and Program steps.
 - Required - Contractor must attend the next scheduled contractor meeting prior to beginning any projects with SELF clients, provided, however, that if the Loan Officer determines there is a bona fide urgency, a brief orientation session may be held with the Loan Officer.
- b. Contractor has the capability to conduct business successfully.
- c. Contractor must describe Contractor's business structure, i.e., corporation, limited liability company, limited partnership, sole proprietorship, and provide documentation if requested.
- d. Contractor must provide Contractor's state business license number, certifications specific to installation or services to be provided and a copy of these documents.
- e. Contractor shall have, and must maintain, workers' compensation insurance in accordance with Florida State Law.
- f. Contractor shall have, and must maintain, occurrence-based commercial general liability insurance (including products and completed operations coverage) with limits of not less than \$500,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of not less than \$1,000,000.
- g. Evidence of insurance as described above must be submitted to SELF in the form of a certificate of insurance.
- h. Contractor must immediately notify SELF if Contractor no longer has the minimum level of insurance required for participation. In addition, Contractor must notify SELF immediately of any changes including, but not limited, to any change of address or proposed or actual changes in its ownership or business structure.
- i. Contractor shall provide the customer a written warranty of labor and materials for a minimum of one (1) year from the date of service. Equipment installed shall carry the manufacturer's warranty.

- j. Contractor must provide customers with written estimates and enter into written contracts with customers.
- k. Contractor must comply with all applicable federal, state, city and county laws, ordinances, and regulations, including but not limited to the residential and commercial building codes.
- l. Contractor must comply with the requirements at all times.
- m. Contractor shall support random quality assurance field inspections, by SELF or its designee, of work that has been performed. SELF may assign to a third party all or any part of its rights to inspections and verification of Contractor's work. Contractor must cooperate with these inspections and verifications, and continue to perform at the applicable standards. Inspections will verify the project for program purposes only, and no warranty for any purpose is implied. SELF will notify the Contractor if any non-compliance issues are discovered as a result of these inspections. Within thirty (30) days of the notification, and at no additional cost to the customer and at no additional cost to SELF or the SELF program, the Contractor shall make any required health and safety repairs or corrections and/or other repairs needed to bring such work up to applicable standards.
- n. Contractor must maintain for a minimum of one year (or longer if required by law) records of contracts, inspection and test results, and applicable forms related to work funded in whole or in part with a SELF loan and must provide SELF reasonable access to these records.

Contractor Retrofit Completion Requirements:

- a. Each Contractor (company installing retrofit(s)) has a maximum of 30 calendar days, per client, to complete all retrofits on the home, and any additional homes the client is having retrofitted by that contractor. The Contractor must submit all required paperwork within 30 days from the day of Notice to Proceed (NTP) email sent by SELF.
 - a. Exceptions: Window and Door retrofits could easily take up to, but not to exceed, 60 calendar days.
 - b. Exceptions: Pulling a permit may take an unusual amount of time. Communication is required.
- b. **Contractor includes deliverable(s) timeframe on client proposals.**
 - a. *If the contractor knowingly will exceed the stated timeframe, they must contact the Loan Program Manager for extension.*
 - b. *No communication or paperwork submission will be an indication of non-completion.*

c. Penalty Fees:

Timeframe:	Penalty Fee (\$):	Information:
0 – 30 days	\$0	No fees apply if the retrofit(s) is (are) complete and ALL final documents are submitted to SELF. <i>*Exceptions are noted above. Communication is key.</i>
31 – 60 days past due	\$50	Fees are applied and added together. (I.e., 31 - 61 days with no final paperwork; the total fee is \$125.00. \$75 will be applied for each 30 day time period of incompleteness. Amount will be deducted from the final contractor pay-out and documented.
61 days +	\$75 per 30 days and Possible removal from the SELF program.	

Other Contractor Obligations:

a. Contractor File Credentials:

- **SELF requires current documentation at all times:**
 - Occupational Licenses (city and county)
 - State Certified Contractor Licenses (General Contractor, HVAC, Electric, Solar, etc.)
 - General Liability Insurance
 - Worker's Comp (If exempt, include exemption form with expiration date)
- The Contractor must obtain and maintain all appropriate and necessary licenses and certifications while participating in the Program.
- The Contractor has until the 10th day past the expiration date to ensure the credentials are current in SELF's files.
- **Failure to provide current credential documentation within the time specified will result in a suspension of projects and opportunity to give quotes for a period of up to 6 months, or until current credential documentation is provided. Upon provision of required credential documentation, the suspension will be lifted.**
- **If either (1) the Contractor credentials are not brought current within 6 months of the expiration dates, or (2) no projects have been generated, no co-marketing efforts made, and no Contractor meetings (unexcused absences) have been attended during a six month period, the Contractor will be removed from participating in the Program.**

b. Contractor Meetings:

- Contractor Meetings may be held every quarter or scheduled when necessary by the Loan Program Manager and/or Commercial PACE Coordinator. Contractors will receive notification by email, so please make sure all email contacts are accurate with SELF.
- Representation – At least 1 person from the Contractor's organization should be present at the contractor meetings in order to receive updates and/or changes to the program.
- **Mandatory Meetings (if applicable):**
 - **Excused absences** –
 1. **Only 2 contractor meetings may be missed, with an acceptable excuse, in any 2 year period. If 3 contractor meetings are missed in this time period, the Contractor will be removed from participating in the Program.**
 - a. For contractors who are part of the Program prior to January 1, 2013, the beginning date of the 2 year period for excused absences will be January 1, 2013.
 - b. Contractors who become a part of the Program after January 1, 2013 will begin their 2 year period on the date of the Contractor application approval.
 - **Unexcused absences** –
 1. **A Contractor who does not call or show for a meeting or otherwise provide an acceptable excuse for such absence will be removed from the Program after 2 meetings are missed in any 1 year period.**
 - a. For contractors who are part of the Program prior to January 1, 2013, the beginning date of the 1 year period for unexcused absences will be January 1, 2013.

- b. Contractors who become a part of the Program after January 1, 2013 will begin their 1 year period on the date of the Contractor application approval.**
- c. Contractor must participate, if applicable, in certain SELF training programs prior to performing any work under the SELF program.

Indemnification and Liability:

- a. Contractor will indemnify, reimburse, hold harmless, and defend SELF, as well as the directors, officers, employees, agents, and other consultants from any claims of any kind including, but not limited to, losses, costs, damages, punitive damages, penalties, all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs arising out of or connected in any way with any act of omission of the Contractor, its employees, agents, or subcontractors of any tier or any other entity or person from whom the Contractor is liable, in the performance or non-performance of services as part of the Program and for any breach of any representation, warranty, or covenant of Contractor. Such indemnification shall not be limited to the amount of the insurance held by the Contractor. The parties acknowledge that the Contractor's ability to participate in the program is consideration for this indemnification.
- b. Under no circumstances shall SELF, its directors, officers, employees, agents, and other consultants be liable to Contractor for any further amounts in connection with the Program under any legal theory, including any special, consequential, incidental, or indirect damages.
- c. Contractor shall be an independent Contractor and participation in the SELF program is not intended to make the Contractor an employee, agent, partner, or joint venture partner of SELF or any of its directors, officers, employees, agents, or other consultants.
- d. Notwithstanding SELF's recognition of Advanced Contractors with third-party certifications or accreditations specific to their trade, Contractor understands that SELF is not endorsing Contractor's business, or warranting, endorsing, or guaranteeing the performance of any equipment that may be sold by the Contractor financed with a SELF loan. Contractor must include a disclaimer to this effect if the SELF logo is used on any of the Contractor's marketing or other promotional materials.
- e. Under no circumstances shall SELF be liable to the Contractor for any direct or indirect losses, costs, or damages arising from or related to any representations, equipment, or installation under the Program.
- f. SELF and its representatives shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of the Contractor or any other persons to hazardous materials of any kind in connection with the Contractor's participation in the Program, including without limitation asbestos, asbestos products, PCBs, or other toxic substances.
- g. If the Contractor or their subcontractors becomes involved in a dispute with a customer over business practices, the Contractor shall work to settle the dispute amicably with the customer. SELF has no responsibility to provide dispute resolution assistance. However, regardless of the nature of, or parties involved in, the dispute and any resolution, the Contractor shall hold SELF harmless from any claim or action arising from work in the program.

Project incidents and client complaints:

- a. If there is a legitimate client complaint or an incident regarding the project, Contractor, professionalism, and/or damage to personal property, SELF will follow appropriate procedures in order to document a legitimate complaint and/or incident.
- b. SELF may suspend a Contractor from participation in the Program immediately based upon a verified complaint of unprofessional conduct or behavior, uncured damage to property, injury to persons, or unacceptable or incomplete work.

**The Executive Director will be notified of all complaints and incidents and will be involved in decisions for possible Contractor removal.*

Miscellaneous:

- a. Notwithstanding any other provision, SELF may terminate the Contractor's participation in the Program, and the Contractor may withdraw from participation in the Program, at any time, with or without cause, by providing written notice to the other party not less than thirty (30) days in advance of termination. However, even if participation is terminated as to future home improvements, this Acknowledgment of responsibility shall remain binding upon the Contractor with regard to home improvements already installed or in process. Notwithstanding anything to the contrary herein, termination of the Contractor's participation in the Program shall not release the Contractor from any of Contractor's responsibilities or liabilities related to loans and customer contracts arising before the termination, unless SELF and the customer expressly agree in writing to release Contractor from those responsibilities or liabilities.
- b. This Acknowledgment of the Contractor's participation in the Program shall be deemed to be made in the State of Florida and shall be governed by the laws of the State of Florida without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida. Any and all actions concerning any dispute arising out of the Contractor's participation in the Program shall be filed and maintained only in the Circuit Court of the respective Florida County in which the Program participation occurred. The parties specifically consent and submit to the jurisdiction and venue of such state or federal court, and irrevocably waive any objections such party may have based on improper venue or forum non conveniencce to the conducting of any proceeding in any such court.
- c. SELF has received and will receive information from the Contractor related to the work to be completed by the Contractor under the Program and will use that information for program management and evaluation and treat the information as confidential unless otherwise required by law. SELF will not release any identifying information to Contractor's competitors without Contractor's consent unless otherwise required by law and will not sell Contractor's information to third parties. For all other uses, SELF will only release Contractor information in an anonymous and aggregated form.
- d. If any of the conditions of the Contractor's participation in the Program is held to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such

provision in any other respect and of the remaining conditions of such participation will not be in any way impaired.

Re-Application with SELF:

- Eligible for re-application in 6 months post-removal:
 - Removed due to lack of participation in contractor meetings.
 - Removed due to lack of co-marketing efforts.
 - Removed due to expired credentials for 6 months.
- Ineligible for re-application:
 - Removed due to excessive complaints and/or incidents.

Authorized Signature:

NOTE: Mail this signed copy to the address listed at the beginning of the application. By signing this Acknowledgment, I represent and warrant that (i) I am duly authorized to submit this Acknowledgment on behalf of the Contractor; (ii) the information provided in the Application and any other related documents delivered to SELF, is true, accurate, and complete; (iii) I have read the Application and the Acknowledgment in their entirety; and (iv) I understand and accept the terms and conditions contained in this Acknowledgment (including any updates thereto). I further understand and accept that the approval or rejection of the Application is at the sole discretion of SELF.

Business Name		
Authorized Signature	Title	Date
Print Name		

Contractor Application Checklist

***Required for Contractor Application Completion:**

- Copies** of applicable and **current** licenses and insurance (Insurance must contain **Solar and Energy Loan Fund** as the certificate holder.
- Checklist of products offered and licensed to install
- W-9 (Copy required)**
- Marketing Questionnaire completed
- Attach any additional documentation that you feel would support this application.*
- Signed **Contractor/Vendor Application and Acknowledgment**

Contractors are responsible for keeping licenses and insurance documents current for SELF's files. Please refer to the Participating Contractor/Vendor Acknowledgment for specific program participation guidelines.

- ***Participating Contractor/Vendor Application and Acknowledgment MUST be returned to SELF in completion, along with current credentials, or the application will be rejected.***

Please scan and email completed **Contractor/Vendor Application and Acknowledgment**, and all required attachments to: info@solarenergyloanfund.org, or mail to:

Solar & Energy Loan Fund
RE: Contractor/Vendor Application
PO Box 5506
Fort Pierce, FL 34954