



# Residential HVAC Distributor Participation Agreement

2014 – 2015

## Participant Information

Please fill out the following contact information below.

Company Name Website

Federal Tax ID # Tax Status (Corporate, Partnership, Sole Proprietorship or Exempt) Number of Participating Locations Manufacturer(s) Represented

Street Address City, State, Zip Code

Mailing Address City, State Zip Code

Primary Management Contact Title Phone Email

Secondary Management Contact Title Phone Email

Incentive Processing Contact Title Phone Email

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## **1. General Program Information**

### **1.1. Program Description**

This Residential HVAC Distributor Participation Agreement (RDPA) provides the terms and conditions to receive incentives from the Residential HVAC Energy Efficiency Distributor Incentive Program (Program). The Program is funded by California utility customers of Pacific Gas and Electric Company (PG&E) under the auspices of the California Public Utilities Commission (CPUC). PG&E has selected Energy Solutions, a California corporation, to serve as the Program consultant (Program Technical Assistant).

### **1.2. Program Goals**

- Deliver a market test to determine the effectiveness of the distributor incentive model in the residential HVAC market segment.
- Encourage Participants to increase their stock of high-efficiency HVAC Equipment in order that the units are readily available to the market.
- Encourage Participants to upsell high efficiency HVAC Equipment (i.e. explaining the technical benefits of the high efficiency options).
- Encourage the purchase and installation of the most efficient HVAC Equipment available.

### **1.3. Term and Termination**

This RDPA and Program Term (Term) begin upon signing and confirmed receipt date by the Program Technical Assistant or PG&E through December 31, 2015. This RDPA may terminate upon direction from the CPUC or upon 30 days written notice by either party. If the RDPA and Program is terminated, PG&E will pay amounts owed to the Participant as of the date of termination, provided Program funding is available.

### **1.4. Program Funding Limitations**

Program funding is limited. Applications will be accepted on a first-come, first-served basis, until the end of the Term or until funding for the Program is no longer available.

## **2. Program Definitions**

### **2.1. Participant**

A Participant is a distributor that purchases Equipment directly from the manufacturer and sells Equipment to be installed at an Installation Site. A Contractor that purchases Equipment from a distributor is not eligible to be a Participant in the Program. A manufacturer will qualify as a Participant if it serves as its own distributor. A manufacturer is not eligible if they operate a warehouse facility that does not act as a distributor of its products. Participant must be licensed to do business in California.

### **2.2. Installation Site**

A qualifying Installation Site is any residential site that receives electric or gas transmission or distribution service from PG&E. The required service type (electric or gas) is determined by the Equipment commodity requirements, as found on the Qualifying Equipment List. Installation site must be within the geographic parameters as provided by PG&E. New construction sites are not eligible.

### **2.3. Customer**

A qualifying customer (Customer) is the buyer of the Equipment at the Installation Site.

### **2.4. Contractor**

A Contractor is the entity that purchases the Equipment from the Participant and installs the Equipment at the Installation Site.

### **2.5. Equipment**

Qualifying Equipment (Equipment) must be installed at an Installation Site and meet the Program rated efficiency criteria. The current energy efficiency criteria for Equipment are found on the Qualifying Equipment list (Equipment List) on the password protected section of the Program website: [www.cainstantrebates.com](http://www.cainstantrebates.com). The maximum capacity for air conditioning and heat pump equipment is 65,000 kBtu (or 5.4 tons).

It is the Participant's responsibility to verify in writing with PG&E or the Program Technical Assistant that Equipment qualifies for the Program. To be listed on the Equipment List, Equipment must meet the program qualifying efficiency rating through the Air Conditioning, Heating, and Refrigeration Institute (AHRI) Directory of Certified Product Performance: [www.ahridirectory.org/ahridirectory/pages/home.aspx](http://www.ahridirectory.org/ahridirectory/pages/home.aspx).

The equipment or system must have an active AHRI certification number. For equipment listed in AHRI but not found in the on-line Instant Incentive System (IIS), Participant may request to have the equipment added to the Equipment List. This is done by contacting the Program Technical Assistant and submitting the necessary AHRI documentation.

Installed heating Equipment must be the same fuel type (i.e. electric or gas) as the existing heating equipment that it is replacing. Equipment requirements are subject to change during the Term.

#### **2.6. Sale**

The Equipment sales date (Sale) must take place during the Term and occur on or after the date the Program Technical Assistant confirms receipt of the Participant signed RDPA.

### **3. Program Promotion**

Participant agrees to display and/or distribute PG&E provided Program promotional materials upon request. Participant agrees to obtain PG&E's prior, written approval to use any other acknowledgment or reference to PG&E in any publicly available written format including: PG&E's name or logo in their promotional literature, or advertisements or writing of any kind.

Participant agrees not to misrepresent their relationship with PG&E. Participant shall not state or imply Participant is employed by or working on behalf of PG&E. Participant further agrees not to make any written or oral statements that PG&E endorses their specific product or services. PG&E reserves the right to limit a Participant's participation in the Program if, in PG&E's sole judgment, the Participant fails to comply with these requirements.

### **4. Data, Payment and Processing**

#### **4.1. Incentive Rates**

Program incentives vary and are based on Equipment rated efficiency tiers. Current incentive rates are found on password protected section of the Program website: [www.cainstantrebates.com](http://www.cainstantrebates.com).

#### **4.2. Historical Sales Data & Forecast**

Before the Participant is eligible to receive incentives, Participant must provide baseline equipment sales data as specified by PG&E. Participants may be requested to provide sales forecasts.

#### **4.3. Online Instant Incentive System (IIS)**

The Program utilizes a paperless, on-line incentive system (Instant Incentive System (IIS)) for entering, processing, and tracking incentive applications (Applications). The IIS is located at the Program website: [www.cainstantrebates.com](http://www.cainstantrebates.com). Each individual employee authorized to act on behalf of the Participant is provided a unique log-in ID and will receive Program-supported training on the use of IIS. While employees of the Participant may have unique log-ins, Participant is held responsible for maintaining password privacy and for all submitted Applications.

#### **4.4. Application**

To apply for incentives under this RDPA, Participant must complete the Application in the IIS. The Participant may only submit an Application for Equipment they themselves sold. Incentives are not eligible for projects where they only provide installation labor or other services.

#### **4.5. Application Filing Time Requirements**

Applications must be successfully submitted in the IIS no later than the end of the Term. Participants are encouraged to submit online Applications for incentive payments within 90 days from the Sale. Delays in Application submittal may result in non-payment of Program incentives. Applications will be accepted on a first-come, first-served basis, until the end of the Term or funding for the Program is no longer available.

#### **4.6. Required Application Information**

To apply for a Program incentive, Participant must include required information in the Application on the IIS. The Participant is responsible for supplying accurate information in the online Application in order to

identify eligibility for the incentive. Insufficient or incorrect information may result in rejection of the Application. Applications must contain the following information:

<p><b>Participant</b></p> <p>Company Name</p> <p>Contact Name</p> <p>Address</p> <p>Phone and email</p> <p>Federal Tax ID</p> <p>Tax Type</p> <p>Applicant Contact name</p> <p>Applicant Phone and email</p> <p><b>Sales Information</b></p> <p>Participant Invoice #</p> <p>Sales Date (Invoice Date)</p>	<p><b>Contractor</b></p> <p>Company Name</p> <p>Contact Name</p> <p>Contact Address</p> <p>Contact Phone</p> <p><b>Equipment Data</b></p> <p>AHRI Number</p> <p>Manufacturer</p> <p>Model</p> <p>Serial Number</p> <p>Number of Units Sold</p> <p>Size (tonnage)</p> <p>Condition of Existing Equipment (optional)</p>	<p><b>Installation Site</b></p> <p><b>Customer</b></p> <p>Name</p> <p>Address</p> <p>Phone</p> <p><b>Site Contact</b></p> <p>Name</p> <p>Address</p> <p>Phone</p> <p>Building Type</p>
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PG&E reserves the right to request additional information in the Application.

**4.7. Refunds and Adjustments**

PG&E is entitled to a prompt refund from Participant of all incentive payments resulting from inaccurate Application information or Equipment returns made by Customer or Contractor. Any incentive amounts paid to Participant to which PG&E becomes entitled will be deducted and offset as an adjustment from the Participant’s incentive application. If PG&E cannot offset the amount, PG&E may request Participant to promptly refund the incentive amount(s) to PG&E.

**4.8. Tax Liability**

PG&E reports Participant’s incentives as income to Participant on IRS Form 1099 unless Participant has indicated corporation tax status above. Participant is urged to consult its tax adviser concerning the taxability of incentives. PG&E is not responsible for any taxes imposed on Participant as a result of receipt of incentives from this Program.

**5. Verification and Oversight**

**5.1. Preservation of Records**

The Participant agrees to preserve all records of Sales of Equipment for which an incentive was received under this Program for a period of seven years after the Term. PG&E has the right to inspect and to request records related to Equipment purchase, Sales, or the incentives. All financial statements, reports, records, invoices, purchase orders, proof of delivery and other relevant documents shall reflect the true facts about all activities and transactions for which the Participant received an incentive.

**5.2. Double Dipping**

Equipment is eligible for only one CPUC-regulated incentive, either through this Program, or any other applicable PG&E or utility program. The Participant agrees they have not and will not submit Equipment Applications for additional incentives funded by CPUC-regulated energy efficiency public purpose programs.

**5.3. Verification**

The installation of Equipment will be subject to random or mandatory verification by PG&E. Verification will be performed per PG&E requirements on all or a select portion of Equipment listed on the Applications. An estimated 10% will be inspected and PG&E reserves the right to revise this percentage. Verification rates may

also be adjusted based on Participant performance. In order to pass verification, the Equipment must be new, installed at the Installation Site, and have matching model and serial numbers as listed in the Application.

If the model or serial numbers found during field verification differ from what is listed in the Application, the Application will be rejected and the Participant will have the opportunity to amend the Application with corrected information. If construction or other project delays cause Equipment to not be installed at the Installation Site prior to the time of field verification, PG&E will reject the Application and the Participant may resubmit the Application after the installation.

For Applications selected for field verification, payments will be held until the verification is completed and subsequently processed according to results. All other Applications will be processed for payment.

Participant agrees to cooperate with verification activities conducted by PG&E or the Program Technical Assistant for both the sales transaction and product installation; to provide contact information about Contractors and Installation Sites; and to provide accurate information on stocking and sales practices.

#### **5.4. California Public Utility Commission (CPUC) Authority**

This RDPA shall at all times be subject to oversight and changes or modifications by the CPUC. Participant understands the CPUC may commence an investigation or other regulatory proceeding in connection with the Program and/or this RDPA. Participant agrees to cooperate fully with any such investigation or proceeding.

The CPUC may wish to review any Program data. PG&E shall have no liability to the Participant or other party as a result of any public disclosure of any data or other materials by the CPUC. The CPUC follows the Evaluators Protocols found at:

[http://www.calmac.org/events/EvaluatorsProtocols\\_Final\\_AdoptedviaRuling\\_06-19-2006.pdf](http://www.calmac.org/events/EvaluatorsProtocols_Final_AdoptedviaRuling_06-19-2006.pdf).

In order to evaluate the effectiveness of the Program, any data provided by the Participant to PG&E will be used only for the purpose of tracking and analyzing trends in Sales of Equipment during the Program. The cumulative Sales information of all Participants will be used to generate an overall report to determine the Program's success. This report will be made available to the public; however, this report will not contain Participant-specific information.

#### **5.5. Participant Suspension**

At its sole discretion, PG&E has the right to suspend Participant from the Program immediately and without warning. Cause for suspension could include, but is not limited to, inaccurate Application information, failed verifications or Equipment inspections, breach of this RDPA, non-compliance with Equipment or Installation Site eligibility rules or the Program's terms and conditions. PG&E reserves the right to disqualify all of the Participant's Equipment sales from the date of suspension.

#### **5.6. Changes to Program**

At its sole discretion, PG&E reserves the right to make any changes to the Program. Changes shall include, but are not be limited to, modifying the Program's basis for energy efficiency savings, amount of incentives and termination of Program.

## Commitment to Program Participation

Participant has read, understands and agrees to all terms and conditions contained in this RDPA.

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Participant's Signature

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Title

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Print Name

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Date

## Effective Date

This RDPA is effective upon the confirmed receipt by the Program Technical Assistant or PG&E.

## RDPA Checklist

- Fill out Participant Information Section (Page 1)
- Sign commitment to Program Participation Section (Current Page 6)
- Submit this RDPA with all pages included via procedures detailed below

## RDPA Submissions Procedures

Please submit the completed RDPA by emailing a scanned version of the completed RDPA and PG&E approved structure of historical sales data to the Program Technical Assistant at the following address:

[PGE-HVAC-EQPT-PROG@energy-solution.com](mailto:PGE-HVAC-EQPT-PROG@energy-solution.com).

## Program Contact

Program questions, contact PG&E. Questions related to the online Application, Equipment and Customer eligibility or other technical issues, contact the Program Technical Assistant.

- PG&E Contact: Julie Colvin  
(415) 973-0901, [julie.colvin@pge.com](mailto:julie.colvin@pge.com)
- Program Technical Assistant, Energy Solutions: Alex Alzugaray  
(510) 482-4420 x 225, [AAlzugaray@energy-solution.com](mailto:AAlzugaray@energy-solution.com)