IRA HOME ENERGY REBATES – REGISTERED CONTRACTOR NETWORK PARTICIPATION APPLICATION TERMS AND CONDITIONS

The Inflation Reduction Act Home Energy Rebate ("IRA") Programs (herein after referred to as the "Program(s)") are offered through FOCUS ON ENERGY® ("Focus")[1]. These Programs will deliver rebates to residential property owners in the State of Wisconsin. The Programs consist of the Home Efficiency Rebates ("HOMES") Program and the Home Electrification and Appliance Rebates ("HEAR") Program.

As directed by the United States Department of Energy ("DOE"), the Programs must maintain a list of eligible contractors to offer Program rebates to their Customers ("Customers"). This *Participation Application* ("Application") delineates the terms and conditions under which contractors can participate in the Programs and be listed as a Registered Contractor ("RC") within the IRA Home Energy Rebate Programs Registered Contractor Network ("RCN").
CLEAResult Consulting, Inc., in its capacity as the Program Implementer, is responsible for coordinating and managing RCs, under the direction of the IRA Program Administrator.

PROGRAM REQUIREMENTS

The IRA Programs offer Customers access to rebates for eligible efficiency and electrification upgrades. For Customers to qualify for IRA Program offerings Customers are required to use approved contractors who are included in the RCN.

Once approved to join the RCN, the RC will be assigned an Energy Advisor as a primary point of contact for the Program. The RC must agree to receive periodic communications from their Energy Advisor. The RC must agree to provide their Energy Advisor with requested materials related to projects completed for the Program, credentials, and any other information requested by the Program in a timely manner, when requested.

Contractors wishing to participate in the RCN must remain in good standing as an RC throughout the duration of the Program.

The RC must allow Focus on Energy to publish their business listing via the IRA Find a Registered Contractor Tool throughout the duration of their participation in the Program.

[1] Funding for the Wisconsin IRA Home Energy Rebate (HER) Programs is provided by the U.S. Department of Energy pursuant to the Inflation Reduction Act of 2022. While the Focus on Energy Program is the implementer for the IRA HER Programs, the Programs are funded and managed as separate Programs and not included in the Focus portfolio.

RCs may request to opt out of the Find a Registered Contractor tool while remaining an active IRA RC. The request will be approved or denied by the Program Administrator on a case by case basis.

The RC must agree to comply with applicable laws, ordinances, regulations, and codes covering the installation of materials and equipment. *See Attachment 1*.

FOCUS ON ENERGY TRADE ALLY REGISTRATION

Contractors will automatically be registered as a Focus on Energy Trade Ally for residential programs when approved to join the IRA RCN. By agreeing to this Application Contractor also agrees to the Trade Ally Application Terms and Conditions and the Trade Ally Code of Conduct. Contractors must inform the Program if they do not wish to become a Focus on Energy Trade Ally.

IRA PARTICIPATION REQUIREMENTS

HOMES Program

Primary Registered Contractor

HOMES projects require a Primary Registered Contractor. A Primary RC is the RC responsible for the overall successful completion of the agreed upon scope of work for a given project.

Any contractor type can assume the role of Primary RC if they meet credential and training requirements detailed in the Credentials and Training section. In addition to meeting those requirements Primary RCs must agree to the following:

- Work with only Registered Support Contractor(s), as needed, to complete scope of work.
- Ensure home energy assessment is conducted by a qualified RC. A qualified RC holds a valid Energy Assessor credential listed in this document and has registered and been approved by the program to provide Energy Assessments.
- Ensure work performed by Registered Support Contractor(s) is completed in compliance with Program standards.
- Collect and review all required project data and documents from Registered Support Contractor(s) for accuracy and completeness.
- Submit all project data and documents to the Program.

- Provide a single invoice for all work completed and payable by the Customer. The invoice must comply with Program invoicing requirements.
- When an instant discount is provided to the Customer, whether required or offered, the Primary RC is responsible for providing that instant discount. The Primary RC will receive the rebate payment directly from the Program.
- In the event errors in the Application material are found during quality control review("QC") by the Program, the Primary RC will be responsible for remedying all issues. Rebates cannot be paid until issues have been resolved.

The use of a Registered Support Contractor is permitted, but not required. If the Primary RC can complete the entire scope of work independently, they may do so.

The Primary RC will be eligible for a $200 incentive for HOMES projects completed in a designated Disadvantaged Community (DAC). DAC incentive eligibility will be confirmed when Application data is submitted. The DAC incentive will be paid at the same time as the rebate for the project.

Registered Support Contractor
Registered Support Contractors are contractors who wish to perform work on a HOMES project, at the direction of a Primary RC. Registered Support Contractors will not have the ability to submit project data on behalf of a project or Primary RC.

Registered Support Contractors will be required to agree to the terms of this Application and provide all required documentation upon registration.

Low-Income Assessment Incentive
Only approved Energy Assessors are eligible to claim an incentive under this offering. RCs must provide the incentive as an instant discount on the final invoice to the customer.

*This incentive cannot be stacked***.** This incentive is only available if there are no other alternative sources of funding available to assist with covering the assessment cost. It is the responsibility of the assessor to ensure that no other funding sources are available.

Energy assessments performed for low-income customers (<80% AMI) are eligible for an incentive *up to* $500 per unit, or *up to* $2,000 per multifamily building. Completion of the Low-Income Assessment Incentive Pre-Approval Application is required for buildings with 4 or more units. Incentives are not guaranteed without pre-approval.

Additional incentive eligibility details can be found on the IRA HOMES Energy Assessment Incentive Payment Application. IRA Registered Energy Assessors must complete this application to request payment for a Low-Income Energy Assessment Incentive.

By completing this application, Energy Assessors confirm that they have provided the customer with a copy of the energy assessment report and the HPXML/BuildingSync file that has been downloaded from an approved assessment software. The energy model must contain all elements necessary to allow the customer to determine if participation in HOMES is a viable option.

A final invoice billed to the customer for the cost of the energy assessment must be uploaded to this form. Invoices must be signed by the Customer and should follow IRA Home Energy Rebate requirements.

Applications must be submitted no more than 60 days after the completion of the qualifying energy assessment.

This incentive is not available for assessments completed prior to the start of the HOMES program on 8/1/2024.

Required Documents:

- PDF Energy Report.
- HPXML file downloaded from SNUGG Pro or Optimizer (.xml or .html file formats), or BuildingSync if non-BPI-2400 software used.
- Final invoice showing an instant discount was provided.

Complete offering rules and requirements can be found on the first page of the IRA HOMES Energy Assessment Incentive Payment Application form. Offering rules and requirements as stated on the IRA HOMES Energy Assessment Incentive Payment Application supersede those listed here.

HEAR Program

All contractors that want to offer rebates through the HEAR Program must register with the Program and be designated as an RC. The contractor must meet all credential and training requirements described in the Credentials and Training section to become a HEAR Registered Contractor.

Qualified Electrification Project (QEP) Installation Incentives

Installing RCs are eligible to receive an incentive for completing an installation for certain measures. RCs who are performing the role of an aggregator are not eligible to receive installation incentives. Maximum incentives are as follows:

Qualifying Activity	Maximum Incentive per Dwelling Unit, per Project
Heat pump water heaters (HPWH)	$150
Heat pumps for space heating and cooling – ducted	$200
Heat pumps for space heating and cooling – unducted	$200
Installation of one electric stove, cooktop, range, or oven	$0
Electric heat pump clothes dryer	$0
Electric load service center	$150
Insulation, air sealing, and materials to improve ventilation	$250
Installation of electric wiring	$250

QEP incentives will be paid per dwelling unit. QEP installation incentives are limited to $500 per single-family household and $2,000 per multi-family property.

An eligible entity representative or RC may receive one incentive for an eligible qualifying activity per property, per 12-month period.

An eligible entity representative or RC may not receive multiple installer incentives for completing a QEP on behalf of the same eligible entity more than once in a twelve-month period.

An eligible entity representative (eg. contractor) that owns a building that benefits from an upgrade installed by the contractor or the contractor's business is not entitled to these incentives for that property.

Incentive payments are provided first-come, first-serve and may be adjusted accordingly.

Credentials and Training

At the time of registration all contractors must provide the following:

- W9.
- Proof of business insurance, including general liability or equivalent coverage, and any other coverages required by applicable law.
- Proof the business is registered with the State of Wisconsin, if applicable.[2]
- Attest to successful completion of approved training.

[2] Registrations with municipalities will not be accepted. Contact IRAADMIN@focusonenergy.com for a complete list of acceptable documents.

- Proof employees hold appropriate Wisconsin state license(s), if applicable.

Trade specific training and document requirements are below. These requirements are valid for both HOMES and HEAR programs.

1. Energy Assessors

- Must be a registered ***Residential Insulation & Air Sealing Focus on Energy Trade Ally***, or current Weatherization Assistance Program provider, prior to registering for the IRA Home Energy Rebates RCN.
- Assessors performing the onsite energy assessment and/or modeling must possess one or more of the following active credentials:

BPI Building Analyst, Building Analyst Professional
  - Must provide BPI number on registration form.

BPI Home Energy Professional (HEP) Auditor Certification
  - Must upload certificate and/or provide BPI number on registration form.

RESNET Certified Home Energy Rater
  - Must upload certificate and/or provide Rating Test Identification Number (RTIN) on registration form.

ASHRAE Building Energy Assessment Professional Certification (BEAP)
  - Must upload certificate and/or provide BEAP number on registration Application.

- Assessors who hold a **BPI Building Analyst – Technician** credential are permitted to perform on site data collection but not permitted to model projects per the scope of their credential.

- Assessors who hold the **Wisconsin Energy Auditor Certification** credential are permitted to perform on site data collection but are not permitted to model projects per the scope of their credential.

- **Building Science Principles** certificate holders are **not** permitted to perform any part of an energy assessment.

As of April 22, 2025: Any member of a contractor's staff who will be performing all or part of an energy assessment (in field or modeling) should be registered with their individual credentials. Contractors whose staff will only be performing on-site assessment work (no modeling) do not have to

check that they will offer Energy Assessments as a service on their RCN enrollment application. However, the BA-T certification holder should be registered as an employee. Failure to register individual employees may result in delayed project approvals.

Equivalent credentials not listed here may be submitted to the Program for evaluation. Approval will be granted on a case-by-case basis.

2. Insulation, Air Sealing, Duct Sealing Installers

- Must be a registered ***Residential Insulation & Air Sealing Focus on Energy Trade Ally,*** or current Weatherization Assistance Program provider, prior to registering for the IRA Home Energy Rebates RCN.
- Eligible Focus Trade Allies must have successfully completed any Focus on Energy-led field training required to participate in the Residential Insulation and Air Sealing program and be in good standing with the Focus on Energy Program prior to registering for RCN.
- Contractors who have previous experience with Focus on Energy's residential Insulation and Air Sealing Program but are not currently active may be conditionally approved to join the IRA Registered Contractor Network on a CASE-BY-CASE basis.

3. Plumbers/Plumbing Equipment Installers (Water Heaters)

Water heaters, including heat pump water heaters, must be installed by a licensed plumber.

- Installers must hold one of the following WI State Licenses:
  - Plumbing Apprentice
  - Journeyman Plumber
  - Master Plumber
  - Plumbing Learner Restricted Appliance
  - Journeyman Plumber Restricted Appliance
  - Master Plumber Restricted Appliance
- Restricted Service licenses will not be accepted.
- Businesses must provide a copy of their primary Master Plumber license.

Heat Pump Water Heater Installers:

- Must confirm installing staff are up to date with manufacturer training.
- Must agree to stay up to date with all manufacturer and/or equipment specific trainings.

- Agree to provide additional proof of training as requested by the Program.

4. **Electricians/Electrical Installers (electrical load service center or wiring upgrades)**
   Electrical wiring and electrical load service center (panel) upgrades must be installed by a licensed electrical contractor.
   - Installers must hold one of the following WI State Licenses:
     - Residential Electrician Apprentice
     - Residential Journeyman Electrician
     - Residential Master Electrician
     - Journeyman Electrician
     - Master Electrician
   - Businesses must provide a copy of their primary Master Electrician license.

5. **HVAC Installers**
   HVAC equipment must be installed by a licensed or registered HVAC contractor.
   - Installers must hold one of the following WI State Licenses:
     - HVAC Contractor Registration
     - HVAC Contractor License
     - HVAC Qualifier License
   - Must provide a copy of a valid license or certificate.

   Heat Pump Installers:
     - Must confirm installation staff are up to date with manufacturer training.
     - Must agree to stay up to date with all manufacturers and/or equipment specific trainings.
     - Agree to provide additional proof of training as requested by the Program.

6. **Windows, Doors, Skylight Installers**
   - Installers who will be installing windows, doors, and skylights only are required to provide one of the following WI State Licenses or Registrations:
     - Dwelling Contractor
     - Dwelling Contractor Qualifier

Contractors who have provided other required licenses or registrations listed above may be asked to provide a proof valid Dwelling Contractor license upon request.

7. Appliance Installers

Must provide copies of valid licenses and/or certificates applicable to the appliances they wish to install if required by the state.

Business Conduct

The RC agrees to conduct business in an honest and ethical manner as follows:

1. Avoid conflicts of interest with all parties.
2. Fulfill contractual obligations.
3. Ensure that written sales terms match contractual terms with Customers.
4. Represent the Programs in a manner that does not adversely affect Program operations, reputations, or goodwill. This includes:
    - Respectful treatment of the Customer's facility and property, including communication with the Customer and any Program representatives, if damage to the facility or property has occurred as a result of an RC project implementation.
    - If the Program determines damage is caused by the RC, the RC must make the Customer whole, per the terms of the Remediation clause below.
5. Be truthful in all aspects when engaging with Customers. Any type of misrepresentation will not be tolerated, including, but not limited to:
    - Misrepresentation of an RC's company or services, such as:
        - Misrepresenting oneself or one's company as being an employee of, representative of, or contracting with the Programs or a participating utility.
        - Misrepresenting the benefits, financial or otherwise, of a product or service that the RC offers.
    - Misrepresentation of the project. All Applications, project reports, and Customer eligibility must be accurate, which includes (1) accuracy when completing and submitting Customer Applications and reports, (2) determining Customer eligibility, and attributed savings resulting from retrofits and installing approved equipment. Misrepresentation of project work will not be tolerated, including, but not limited to:

- Falsification of invoices/applications, including, but not limited to, invoice dates, equipment costs, make and model, quantities, installation address or date.
- Forgery of Customer signatures.
- Applying for incentives on equipment which is not operational.
- Providing inaccurate information regarding existing or proposed equipment.
- Providing insufficient incentive credit to a Customer when receiving the full incentive on the Customer's behalf.

6. Maintain respect in communications and interactions with all Program representatives.
7. Business may not be listed on the federal *Do Not Pay* list or be included on any other federal or state of Wisconsin list of debarred contractors. Businesses who are listed will not be approved for the RC Network.

Confidentiality & Data Protection

1. Other than the need to share data with the Program Implementer, RC will treat Customer data as confidential. Should a need arise to share information with an entity distinct from the Program Administrator or the Program Implementer, RC will request the Customer's written permission. Program Implementer shares data in accordance with its privacy notices, which can be found at this link.
2. The obligations of confidentiality set out herein shall be deemed to be discharged, provided (1) there is no intentional disclosure of the Customer's confidential information, (2) the party in question has taken reasonable efforts in accordance with best current security practices to reduce the risk of accidental disclosure, and, (3) where accidental disclosure does occur despite the exercise of reasonable care, all reasonable steps are promptly taken by the receiving party to minimize the risk of further accidental disclosure of the same kind, and (4) the disclosing party is promptly notified of such accidental disclosure.

3. Disclosing RC data to third parties: The Program will not sell your personally identifiable information to outside parties. However, we may share your personal information with third parties, with whom we have entered into contracts, and who require personal information to assist us in administering the Program (e.g., the federal Do Not Pay® registry), and who agree to keep this information confidential and prohibit the retention, use, or disclosure of personal information for any purposes other than the services specified. Specifically, the Program employs other companies and individuals to perform functions on our behalf, sending mail, analyzing data, providing marketing assessments, providing analytics information, processing product purchases, and providing data hosting. These third parties have access to information needed to perform their functions, but not for other purposes. This includes the following categories of personal information: identifiers, internet or other network activity, and inferences drawn

from personal information. We may also release your information to comply with the law, enforce our site policies, to prevent fraud or other illegal activity, or protect ours or others' rights, property, or safety.

RECORD KEEPING AND DATA TOOLS

RC agrees to maintain accurate and complete records, books, documents, payroll and accounting records and materials, invoices, receipts, and other evidence pertaining or relating to the services provided. All records are to be maintained in accordance with Generally Accepted Accounting Principles and to be retained for as long as an RC is in good standing throughout the duration of the Program(s), and for six (6) years thereafter and be willing to supply copies of said documents to Program representatives for audit, upon request. The records to be maintained must include the following, without limitation:

1. Documentation of employee time and billing rates;
2. Documentation of all equipment, materials, and supplies billed to the Program(s), if any;
3. Inventory records and supporting documentation for allowable equipment purchased, if any, to carry out the services;
4. Documentation of services and materials used and billed to the Program(s); and
5. Any and all other records which support charges to project funds, or which relate to the performance of the services.

After the contractor becomes an RC they will receive training on allowable Program-approved tools relevant to the RC's services offered.

CONFLICT RESOLUTION PROCEDURES

It is recommended that RCs have a conflict/incident resolution procedure in place.

The RC shall endeavor to independently resolve all Customer complaints in a timely manner. If the RC is unable to satisfy the Customer and reach an agreement to resolve the issue, the RC shall inform their Energy Advisor who will advise as to next steps.

ASSESSMENTS, MODELING, AND CUSTOMER REPORTS

HOMES Program

Energy Assessments

- All HOMES projects require an energy assessment. Assessments may only be performed by approved Energy Assessors.
- Assessments must comply with the procedures for home energy auditing in accordance with ANSI/BPI 1100-T-2023 and ANSI/BPI 1200-S-2017, except that a blower door test is not required.

- Multifamily properties that cannot use the above procedures must conform to ASHRAE Level II requirements.
- All assessments must be completed before any work included in the final project scope is initiated.
- A cost benefit analysis is not required. If a cost benefit analysis is performed, it shall be for consumer information only, must project total household energy consumption, and must, at a minimum, be presented in terms of reduced energy costs.

Modeling

- For each HOMES project, a model is required and must use data collected during the energy assessment.
- All properties that can be properly modeled using BPI-2400-complaint software, may use that software. Use of this software requires enough energy usage data, including heating season energy use, to pass calibration. If onsite energy generation exists, RCs may refer to BPI Technical Interpretation 2025-02.
- All other properties must use approved multifamily energy modeling software.
- A list of all Program-approved software for single and multifamily properties is available on the IRA Registered Contractor webpage.
- Additional detail on single and multifamily modeling requirements can be found in the Single-Family vs Multifamily Definitions Guide.
- The Program will attempt to provide utility data for Low- and Moderate-Income Customers when possible. If utility data cannot be obtained by the Program the RC is responsible for collecting utility data to complete the model. The RC is responsible for collecting utility data for High-Income Customers.
- The model may include any combination of the following upgrades if at least one of the first three are included:
    1. Heating and cooling equipment
    2. Water heating equipment
    3. Significant envelope improvements
    4. Major appliance upgrades
- A list of approved measures will be available on the Program website.
- The model cannot include onsite generation technologies.
- The final model can only include upgrades that contributed energy savings, were completed and installed as part of the project as described and annotated on the required invoice.

Reporting

A report must be provided to the Customer that provides the following data points:

1. Unique home identifier (e.g., address).
2. Dwelling type.

3. Performance/efficiency of the home and its components, materials (such as insulation), and systems (potentially including but not limited to equipment type, age, fuel source, efficiency level, R-value, air leakage rate, etc.).
4. Identification of existing equipment/materials/systems to be replaced.
5. Identification of new equipment/systems/materials being proposed for installation.
6. Estimated total project cost.
7. Identification of the software used to produce the energy cost estimate.
8. Written acknowledgement from the Customer of the receipt of the Utility Bill Impact Analysis.
9. Estimated Post-Retrofit Energy Consumption of the proposed project.
10. Estimated energy savings attributable to the proposed project.
11. Utility data must be shown in the Customer Energy Report.
12. All other datapoints listed as required in the Energy Modeling Guidance.

The Energy Assessor must confirm that all the above information was provided to the homeowner.

HEAR Program

Heat Pump Limited Assessments

HEAR projects that involve the installation of an electric heat pump for space heating and cooling will be required to undergo a limited home assessment. At minimum, a limited home assessment must consist of:

- A heat load calculation. Heat load calculations must be based provided from:
  - ACCA Manual J-based software
  - An IRA HOMES approved modeling tool
- An onsite visual inspection of the existing condition of duct sealing for HVAC and envelope. Homes must be properly weatherized before a heat pump can be installed. Weatherization verification paths will be provided by the program.
- A Utility Bill Impact Analysis must be provided.
- Written acknowledgement from the Customer of the amount they will owe not covered by the rebates.

Utility Bill Impact Analysis

The RC must provide the Customer with a Utility Bill Impact Analysis and obtain written Customer acknowledgement of their receipt of the analysis for both HOMES and HEAR, under the following situations:

- All HOMES projects.
- All HEAR heat pump projects.

The Utility Bill Impact Analysis for a proposed project must estimate impact on household energy costs and consumption including estimate of the energy savings in

dollars in year one based on current utility rates at the home. The analysis must be done using Program-approved or -provided methods or tools, and utility rates.

INSTALLATION

The scope of work provided to the Customer will be a detailed listing of the home improvement measures. The scope of work will specify equipment recommendations and include the installation requirements and conditions. The scope of work should also indicate the optimal completion order of the measures to maximize energy savings.

For all quotes, the RC must offer an energy-efficient equipment option which qualifies for a rebate from the Program. RCs must note for which project the rebate is eligible. HOMES and HEAR Program rebates cannot be combined for a single upgrade or measure. Attempts to claim multiple federal rebates for the same single upgrade is a violation of Federal law and must be reported to DOE.

For all HEAR projects, RCs must agree to install ENERGY STAR® certified equipment if that equipment type has ENERGY STAR ratings available. Failure to install ENERGY STAR equipment, if available, will result in an ineligible project and possible non-compliance actions from the Program.

RCs must collect all additional required pre-and post-install data. Data requirements vary by project type.

HOMES and HEAR Projects Involving HVAC Upgrades

Projects involving HVAC equipment assume that HVAC equipment and components are in new, factory clean condition. Contractors will ensure that the HVAC design will include ventilation and heat gain/loss load calculations, proper equipment sizing, and that indoor and outdoor equipment components are properly matched. During the installation, all applicable testing shall be completed, which may include airflow, electrical requirements, combustion venting, and proper functioning of system controls. The contractor will provide system documentation and educational support to the Customer. This may include owner's manuals, warranty and service agreement information, maintenance plans, and recommended system settings.

INSTANT DISCOUNTS

Certain rebates must be provided to Customers as an instant discount. All others may be offered as an instant discount if the RC chooses to offer them as such. In all cases of an instant discount being provided for the Customer, the RC will directly receive the project rebate payment.

HOMES Program

An instant discount is required for all low-income Customers. However, if the property owner and contractor agree, the instant discount requirement may be waived, and payment will be made to the customer. This alternative payment option must be requested directly from the property owner to the Program.

RCs may choose to offer an instant discount to moderate- and high-income Customers, but it is not required.

Low Income Assessment Incentive

An instant discount is required for the Low-Income Assessment Incentive.

HEAR Program

All rebates for the HEAR Program must be provided as an instant discount.

INVOICING, CUSTOMER INSTALLATION ATTESTATION, AND ALLOWABLE COSTS

Invoicing Requirements

1. Only final invoices will be accepted as part of a complete Application. Scopes of work, estimates, or any document generated prior to project completion will not be accepted.
2. The RC must obtain written acknowledgement from the Customer of the amount owed that is not covered by the rebates. Therefore, a Customer signature is required on all final invoices.
3. Invoices must contain the following items, where applicable:
    - Customer name
    - Installation address
    - Contractor name
    - Contractor address
    - Dates on which the work was performed
    - Date of project completion
    - Model numbers for heating, cooling, hot water systems, appliances, and windows, doors, and skylights
    - Line-item costs of:
        - Measure cost – materials, equipment, and labor may be combined per measure
        - Assessment, inspections, testing, modeling
        - Permitting (if applicable)
    - The total project cost prior to the rebate.

- All other rebates the Customer is expected to be eligible for including other rebate Programs such as Focus on Energy or 3rd party Programs. These rebates must be listed and are assumed to be applied to the project before any HOMES/HEAR rebates are applied.
- RC must ensure that rebates are not applied to specific energy efficiency upgrades funded with other Federal grants or rebates.
- $500 low-income assessment incentive – If the household received the $500 energy assessment assistance incentive, it should be deducted as a rebate on the final invoice. If the cost of the assessment was more than $500 the remaining amount can be included as part of the overall project cost.
- HOMES/HEAR rebate amount.
    - This is the rebate amount the Customer is eligible for based on their income level, the work completed, and the amount of work not covered by other rebates.
    - If providing an instant discount, HOMES/HEAR rebates must be deducted on the invoice.
    - If no instant discount is provided, expected HOMES/HEAR rebate amounts must still be listed on the invoice.
    - The total amount of all rebates combined cannot exceed 100% of project costs. The HOMES/HEAR rebate must be adjusted downwards accordingly to ensure this does not happen.
    - The Primary RC must ensure all Registered Support Contractors responsible for installation of a given measure are specified on the final invoice.

4. Customer contracts cannot contain mandatory arbitration clauses.
5. Sample invoices will be provided by the Program, for reference.

Customer Installation Attestation

The invoice must be signed by the homeowner or building owner and must include rebates applied to the bill. The signature will serve as Customer installation attestation.

Allowable Costs

All rebate-funded project costs need to be supported by clear, project-specific documentation. The amount of available rebate alone does not justify project costs. Contractors must submit proposals that describe the work being performed, the equipment and materials being installed, and reasons for all costs.

Projects with costs that appear to be based primarily on the maximum rebate will require additional review. Registered Contractors should be prepared to provide detailed scopes of work, itemized pricing, equipment information, and any other documentation needed to demonstrate costs are eligible and reasonable.

To qualify for payment, costs must meet the following requirements:

- **Allocable** – Costs must be clearly and directly related to, and assignable to, the rebated project scope based on the benefit provided.

- **Reasonable** – Costs must reflect what a prudent person would pay for comparable work, equipment, materials, and services under similar circumstances. The program may consider market pricing, project complexity, standard business practices, and if costs are consistent with the scope of work.

- **Necessary** – Costs must be required to complete the eligible upgrade and achieve the intended project outcome. Costs that are unrelated to the eligible measure, excessive, or unnecessary for the installation, will not be included when determining eligible rebate.

- **Documented** – Registered Contractors must maintain records supporting all claimed costs. This includes proposals, invoices, equipment specifications, material descriptions, subcontractor costs, labor descriptions, photos, and other relevant documentation. These records may be submitted with the payment application to speed up review. These records may also be requested during review if existing documentation is insufficient.

The Program will reserve rebates for all allowable costs it is able to verify. The Offer Letter will include these approved rebate reservation amounts. Reserved rebates may differ from the rebate amount requested. To ensure costs can be verified as eligible, project proposals should explain what is being installed, why each cost is included, and how the cost supports the eligible upgrade.

ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

The Program permits participating contractors to utilize electronic contracts and electronic signatures. Contractors utilizing electronic signature processes must obtain Customer consent to conduct business electronically, provide Customers with a copy of the executed agreement, and maintain electronic records sufficient to demonstrate execution of the transaction. Contractors are responsible for retaining electronic records in accordance with Program record retention requirements and must be able to produce such records upon request.

Contractors that do not maintain compliant electronic contracting processes shall utilize paper contracts and handwritten signatures. The Program may review contractor contracting practices and supporting documentation as part of quality assurance reviews, complaint investigations, contractor oversight activities, or fraud, waste, and abuse monitoring.

QUALITY ASSURANCE BY THE REGISTERED CONTRACTOR

Following Completion of a project, RCs will complete a quality assurance (QA) review of each project. Depending on the scope of work, the QA requirements may include a visual inspection, commissioning of the system, diagnostic testing, and combustion safety testing. The RC will provide the QA documentation as part of the Application, including but not limited to, timestamped and geotagged photos of the installed equipment and materials. Some equipment and upgrade types may require use of the Quality Install (QI) Tool.

Commissioning, diagnostic testing and combustion safety testing results must be provided to the building owner upon completion.

QUALITY ASSURANCE BY PROGRAM REPRESENTATIVES

Post-installation Quality Assurance Inspections

Beginning March 1, 2026, projects selected for Post-Installation Quality Assurance Inspections will not be eligible for payment until the inspection is complete.

All HOMES projects, and HEAR projects that involve installation of a heat pump for space heating and cooling, require post-installation quality assurance inspections by the Program.

The first five (5) projects of each HOMES Primary RC, or HEAR RC, will undergo a post-installation inspection performed by Program representatives. RCs that are current Focus on Energy Trade Allies and are already receiving post-installation QA visits will be exempt from this “first five (5)” inspection requirement. If issues are identified with the first five (5) projects, an inspection will be required of the RC’s projects on a continuous basis until either five (5) consecutive inspections are completed with no

issues, or the Program representative has determined that ongoing issues with the installation have been resolved.

Upon the successful completion of the five (5) post-installation inspections, a minimum of five percent (5%) of each RC's projects moving forward will be inspected. A higher percentage of projects may be inspected if issues are identified during an inspection.

HEAR Program projects and HOMES Program projects will both be included in the project count for the first five (5) and ongoing 5% requirements for RCs.

Failed onsite and virtual inspections will be reported to contractors and program implementers. Contractors will be required to remedy the issues found within 30 days at no additional cost to the home/building owner (consumer). The remedied install will then require another inspection.

Inspection protocols will be provided to RCs upon request.

Home Assessment Data Review

The Program will review home assessment data for all HOMES projects. If an RC appears to consistently report poor housing condition baselines inconsistent with the targeted housing stock, a Program representative will follow-up with calls to the households served by the RC to better understand the households' perspectives of the work performed and outcomes.

RCs who are flagged due to data collection anomalies or concerns will be required to take additional training on conducting assessments to learn best practices.

Project Costs

To ensure RC costs are not artificially inflated, each quarter the state will randomly sample 25% of invoices submitted to compare costs. If some RCs' costs are consistently higher than others within the same geographical regions of the state, the Program will provide the RC with a written warning and require them to substantiate their costs within 30 calendar days of receipt.

The Program will review the RC's response and either accept the RC's reasoning or provide a recommended course of action to the RC within 14 business days. The course of action can include, but is not limited to, a requirement to provide justification for higher-than-average costs for an appropriate length of time to be determined by the Program representatives or having more than 5% of the RC's projects reviewed for a period of time determined by the Program representatives. If the RC fails to adhere to the terms of the course of action, representatives of the Program and the State may take action to remove the RC from the RCN list.

During the review period the RC may still perform work for the Program. All the RC's Applications will be subject to a desk review during the review period. Costs will be closely monitored and noted during this period.

FINANCING CONSIDERATIONS

If financing for the energy efficiency upgrade is provided to the Customer by the RC, the RC must provide the Customer with a written Financial Disclosure listing the number of payments, monthly payment amount, late fees, and other important payment terms. The RC must ensure an ability to repay determination disclosure is executed by the Customer. This repay determination will not include projected savings from an energy report, because expected savings may not materialize due to household and market developments.

The Financial Disclosure must be provided to the Customer in advance of contract signing, with a seven (7) day waiting period between receipt of the Financial Disclosure and contract signing. The waiting period should only be removed in an emergency, in which the Customer, in their own handwriting, explains the emergency and the need for emergency work, and states they understand they are waiving the waiting period. In non-emergency situations, there must be at least a three (3) day period after the contract is signed and before work begins, in which the Customer has the right to cancel the contract.

Per the Holder in Due Course Rule, consumers have the right to assert the same legal claims and defenses against anyone who purchases a credit contract, as they would have against the seller who originally provided the credit.

NON-COMPLIANCE, REMEDIATION, AND REMOVAL FROM THE PROGRAM

Customer Complaints

RCs who are determined to have two (2) or more complaints in a rolling 12-month period may face disciplinary action or may be asked to take corrective actions to ensure complaints do not persist.

Remediation of Deficient Work or Unfair Business Practices

In the event work deficiencies or unfair business practices are detected, the Program representatives may recommend remedial actions. The remediation process is posted on the Focus on Energy website and reflected below. The remediation process is as follows:

1. If the Customer requests financial compensation, the Program will contact the RC within two (2) business days after receiving the Customer's demand for compensation and determine if such compensation is warranted.
2. If compensation is determined to be warranted, the RC will contact the Customer within two (2) business days and offer to pay a reasonable fee for the repair and/or replacement of the improperly installed or damaged goods.
3. The compensation amount will be determined as follows: the RC may propose an amount, ask the Customer to propose an amount or ask the Customer to submit a repair estimate.
4. If the parties cannot agree to a reasonable compensation amount, the Program representative may be required to take further action, as necessary.

Removal of Designation and Delisting from the Registered Contractor Network

Removal of a contractor's designation as an RC, and subsequent delisting from the RCN can occur for the following reasons:

- Failing to adhere to Program requirements.
- Failing to adhere to the conflict resolution or remediation processes.
- Receiving multiple Customer complaints for the same issue and failing to take corrective action once the issue is identified.
- Any other reason the Program deems necessary.

Ramifications for non-compliance with areas above:

- **First confirmed offense:** RC will be given a written warning denoting which Program requirements have been violated. RC may be given a notice to cure, required to undergo additional onsite inspections, or be required to take additional corrective action as determined by the Program.
- **Second confirmed offense:** After the RC has successfully completed any required corrective actions or remedies from the first confirmed offense and the RC receives a second confirmed offense of the same nature, that RC may receive an indefinite suspension from the Programs and be removed from the RCN.

A RC who is removed from the Program for cause will not be allowed to reapply. Further, a RC's material breach of these Terms and Conditions may result in rescission of any rebate reimbursement, recovery of funds paid to or on behalf of the RC under this Program, withholding of future rebate Program awards, or other legal or equitable remedies provided by law.

Withdrawal from the Program

RCs may choose to withdraw from the Program at any time. The RC must notify the Program representatives in writing of its decision to withdraw. If there are pending projects, the RC will be required to either complete those projects or arrange for another

RC, subject to Program Implementer approval, to complete the projects before the Program representatives will remove them from the RCN.

Right to Withhold Payment

The Program has the right to withhold payment, if the RC becomes "Insolvent" (which shall mean RC (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, including but not limited to the United States Bankruptcy Code or the laws of any state, or has any such petition filed or commenced against it; (b) makes an assignment or any general arrangement for the benefit of creditors; (c) otherwise becomes the subject of a bankruptcy proceeding or insolvent (however evidenced); (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or is generally unable to pay its debts as they fall due).

MARKETING AND LOGO USE

The RC shall not use Focus on Energy's name ("FOCUS ON ENERGY®"), logo, identity, any affiliation, or any related logo, for any marketing, advertising or solicitation without prior written consent of Focus on Energy. Focus on Energy consent shall in all circumstances be subject to Focus on Energy's approval of created marketing materials.

Focus on Energy reserves the right to publicize the RC's participation in the HER Programs, unless a written request to maintain confidentiality of RC's participation is submitted to marketing@focusonenergy.com no later than fifteen (15) days after submitting this Application. Such right to publicize by Focus on Energy is part of RC's consideration for participation in the HER Programs.

For purposes of the foregoing, to the extent applicable, RC grants Focus on Energy a nonexclusive irrevocable license to RC's name and logo, solely for the purpose of publicizing RC's participation in the HER Programs. RC does not have the right to revoke such license unless explicitly granted in writing by Focus on Energy.

MODIFICATION OF TERMS

The Program Implementer may modify any of the terms and/or conditions of this Application upon 30 days' written notice to the RC, which could be a direct communication from the Administrator or via a Market Announcement from the Administrator.

SEVERABILITY

In the event any provision of this Application's terms and conditions is determined to be void or unenforceable, such determination shall not affect the remainder of this Application's terms and conditions, which shall continue to be in force.

GOVERNING LAW/VENUE

This Application shall be governed, construed and enforced under the internal laws of the State of Wisconsin, without regard to any law of conflicts that may direct the Application of the laws of another jurisdiction. The exclusive venue for any dispute or controversy arising under this Agreement shall be the Dane County, Wisconsin Circuit Court or the Federal District Court for the Western District of Wisconsin.

The Public Service Commission (PSC), Focus on Energy, Program Administrator, Program Implementer, and the Registered Contractor are not responsible for any tax liability imposed on the Customer as a result of the receipt of product and/or services.

INDEMNIFICATION

The RC shall protect, indemnify, and hold harmless the Program Implementer, the Program Administrator, the Public Service Commission of Wisconsin, and Focus on Energy, their respective affiliates, subsidiaries, parent companies, officers, directors, agents, and employees (collectively "Indemnified Parties"), against any and all losses, damages, expenses, fees, costs and liability arising from or in any way connected with RC's participation in the Program. This indemnification obligation shall include, but not be limited to: (a) RC's breach of any obligations under these RC terms and conditions; (b) personal injury, death, or tangible property damage; or (c) RC's negligence, willful misconduct, or violation of any applicable law, regulation, rule, court order or breach of any obligation to a third party. The RC agrees that its indemnification obligations under this section shall survive any expiration or termination of the Application terms and conditions and shall not be limited by any enumeration herein of required insurance coverage. To the maximum extent permitted by law, the Indemnified Parties' liability to the RC for any reason shall not exceed the total costs associated with the installation identified in this Application. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

NOTICE REQUIREMENT

Any written notice, demand or request required or authorized in connection with the work associated with these Programs, shall be deemed properly given if delivered in person, sent electronically via email, and/or transported by a nationally recognized overnight courier or first-class mail, postage prepaid to the Program Implementer, at the address specified below, or to other addresses specified in writing by the Program Implementer. An originally executed version of this Application, if delivered electronically by one party to the other party as evidence of signature shall be deemed an original.

Program Implementer Address:	3113 W Beltline Hwy #201, Madison, WI 53713

Program Implementer Email Address:	lraher@focusonenergy.com
Program Implementer telephone number:	1-800-762-7077

REVISION HISTORY

7/15/24	Attachment 1 was updated with the addition of paragraph 13
7/22/24	Updated Program Implementer address
7/22/24	Inserted *Marketing and Logo Use* and *Right to Withhold Payment* due to insolvency
8/16/24	Business Documentation Requirements – changed order of required business documentation and provided clarification
8/16/24	Licenses and Credentials Updates: • Clarified Focus TA requirement for assessors and I&AS installers • Added HVAC Contractor Registration credential to approved • Added windows, doors, and skylights requirements
8/23/24	• Minor formatting • Added Low Income Assessment Incentive section
9/10/24	Removed “or other utility, municipal,” from invoice requirements. Contractors do not need to list utility or municipal rebates on invoices. These rebates will be applied after Focus and IRA rebates.
9/24/24	• P10. Added requirement that utility data be listed on customer report • P10. Replaced ” recommendation of a properly sized unit recommended by a qualified contractor for HVAC” with “ ACCA approved Manual J” • P10. Removed references to a “program Guide” • P10. Added link to modeling guide • P12. Invoice requirements – Replaced “Materials and equipment, per measure ; Labor, per measure” with “Measure cost – materials, equipment, and labor may be combined per measure”
10/16/24	• P 3. Added clarification to how Assessment Incentive eligibility is determined
10/14/24	• P 14. Added “Failed onsite and virtual inspections will be reported to contractors and program implementers. Contractors will be required to remedy the issues found within 30 days at no additional cost to the home/building owner (consumer). The remedied install will then require another inspection.”
3/13/25	• P 4. *HEAR Program* section – Corrected HEAR DAC – changed from $200 to $50
3/28/25	• P 4,5. *HEAR Program* section ○ Added header – “Installation Incentives” above paragraphs discussing QEP and DAC. • Added QEP eligibility clarification to *Installation Incentives* section. • Added MF QEP eligibility

4/22/25	• Participation Requirements – HOMES Program – P2
	  ○ Clarified who is eligible to perform HOMES energy assessments.
	• Low-income Assessment Incentives – P 3
	  ○ added multifamily eligibility and minor formatting edits.
	• Credentials and Training – P. 5-7
	  ○ Added clarification on what measures each license type is qualified to install.
	• Energy Assessors – p 5-6
	  ○ clarified approved credentials for energy assessors and scope of allowed involvement in an assessment.
	  ○ added employee registration requirement
	• Modeling Section – p 10
	  ○ added high level MF modeling requirements.
	  ○ added links to program approved software list
	  ○ added link to Single-Family vs Multifamily Definitions Guide
	• HEAR Program Section – P 11
	  ○ Removed Additional assessment details will be available before Program launch.

6/27/25	• Assessment Incentives – P3
	  ○ Clarified guidance for multifamily assessment approvals
	• HEAR QEP Incentives – P4.
	  ○ Added clarification re. who is eligible for QEP and DAC incentives for HEAR.
	• Confidentiality & Data Protection—P. 9
	  ○ Added paragraph 3 disclaimer that RC data may be shared with certain third parties, to include the Federal Do Not Pay Registry

12/15/2025	• HOMES Program, Low Income Assessment Incentive – P. 3
	  ○ Updated language to match page one of the application.
	• Qualified electrification Project (QEP) Installation Incentives – P. 4
	  ○ DAC incentives are no longer available for HEAR as communicated to marketplace in 9/26 Market Announcement (MA #25-05). Removed mention to DAC incentives for HEAR.
	• Qualified electrification Project (QEP) Installation Incentives – P. 5
	  ○ Updated sentence to “An RC may receive one incentive for an eligible qualifying activity per property, per 12-month period.”
	• Credentials and Training, Energy Assessors – P. 6
	  ○ Added stipulations for Wisconsin Energy Auditor Certification credential
	• HEAR Program – P. 13
	  ○ Updated Manual J requirement language to include modeling tools as an eligible substitute for a ACCA approved Manual J load calculation.
	• Instant Discounts – P. 14
	  ○ Added HOMES Low Income Assessment Incentive to list.

6/8/26	• Invoicing and Customer Installation Attestation, Invoicing Requirements – P15
	  ○ Added appliances, windows, doors, and skylights to model number requirement.
	• Licenses and Credentials– P. 7
	  ○ Updated title of #2 to Insulation, Air Sealing and Duct Sealing Installers
	• Qualified electrification Project (QEP) Installation Incentives – P. 5
	  ○ Updated QEP table
	  ○ Clarified how QEP eligibility

	• Quality Assurance By Program representative, Post-installation Quality Assurance Inspections – P 16
	  ○ Added “projects selected for Post-Installation Quality Assurance Inspections will not be eligible for payment until the inspection is complete.” As stated in MA20-01 delivered on 1/26/26.
	• Assessments, Modeling, and Customer Reports, HOMES Program – P. 11
	  ○ Updated multifamily modeling guidance
	• Non-compliance, Remediation, and removal from the Program, modification of Terms – p. 20
	  ○ Included Market Announcement as a method for notification of program changes.
	• Updated hyperlinks throughout document

8/31/26	• Made listing business on website optional.
	• Low-income Assessment Incentive clarifying language added.
	• Conditional approval path for insulation, air sealing, and duct sealing installers added.
	• Conflict resolution procedures no longer mandatory and instead recommended.
	• HOMES Modeling language updated.
	  ○ Removed ENERGY STAR requirements.
	  ○ Removed prohibition on onsite energy generation
	• HEAR heat pump limited assessment requirements updated.
	• Removed mentions of PNNL’s Quality Install Tool.
	• Alternative payment option for HOMES low-income instant discount requirement added, allowing for property owners to waive the requirement.
	• Invoice requirement changes.
	  ○ Contractor phone number no longer mandatory.
	  ○ Removed mention of 25C tax credit.
	  ○ Removed requirement that customer signatures be dated.
	• Added new section: Allowable costs.
	• Added new section: ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS
	• Modifications to Indemnification section
	• Language added regarding RC being automatically registered as a Focus on Energy TA.

ATTACHMENT 1
CFR Part 200 – Provisions for HOMES/HEAR Contractors

1. Clean Air Act:
   (1) Registered Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.
   (2) Registered Contractor agrees to report each violation to Program Implementer and understands and agrees that Program Implementer will, in turn, report each violation as required to assure notification to Program Administrator, the Public Service Commission (PSC), FOCUS ON ENERGY, the Department of Energy (DOE), and the appropriate Environmental Protection Agency Regional Office.
   (3) Registered Contractor agrees to include these requirements in each contract exceeding $150,000 financed in whole or in part with Federal assistance provided by DOE.

2. Energy Policy and Conservation Act: Registered Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

3. Federal Water Pollution Control Act:
   (1) Registered Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
   (2) Registered Contractor agrees to report each violation to Program Implementer and understands and agrees that Program Implementer will, in turn, report each violation as required to assure notification to Program Administrator, PSC, FOCUS ON ENERGY, DOE, and the appropriate Environmental Protection Agency Regional Office.
   (3) Registered Contractor agrees to include these requirements in each contract exceeding $150,000 financed in whole or in part with Federal assistance provided by DOE.

4. Suspension and Debarment:
   (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Registered Contractor is required to verify that none of Registered Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) Registered Contractor must comply with 2 C.F.R. pt. 180, part C and 2 C.F.R. pt. 3000, part C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) This certification is a material representation of fact relied upon by Program Implementer. If it is later determined that Registered Contractor did not comply with 2 C.F.R. pt. 180, part C and 2 C.F.R. pt. 3000, part C, in addition to remedies available to Program Implementer, Program Administrator, and PSC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

5. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as Amended): Registered Contractors who apply or bid for an award of $100,000 or more shall complete the required certification found at APPENDIX A, 44 C.F.R. PART 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

6. Procurement of Recovered Materials:
(1) In the performance of this contract and in the execution of Registered Contractor's work under the contract, Registered Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or
(iii) At a reasonable price.
(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

7. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that DOE financial assistance will be used to fund the Agreement. Registered Contractor will comply will all applicable federal law, regulations, executive orders, and DOE policies, procedures, and directives.

8. No Obligation by Federal Government: The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to Program Implementer, Registered Contractor, or any other party pertaining to any matter resulting from the Agreement.

9. Program Fraud and False or Fraudulent Statements or Related Acts: Registered Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Registered Contractor's actions pertaining to this Agreement.

10. Equal Employment Opportunity: If this Agreement is determined a "federally assisted construction contract" as defined by 41 C.F.R. § 60-1.3, Registered Contractor agrees as follows with respect to the performance of this Agreement:
    (1) Registered Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Registered Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    (2) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Registered Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
    (3) Registered Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Registered Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
    (4) Registered Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an

investigation conducted by the employer, or is consistent with Registered Contractor's legal duty to furnish information.

(5) Registered Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Registered Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) Registered Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(7) Registered Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(8) In the event of Registered Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Registered Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(9) Registered Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Registered Contractor or vendor. Registered Contractor will take such action with respect to any contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event Registered Contractor becomes involved in, or is threatened with, litigation with a Registered Contractor or vendor as a result of such direction by the administering agency, Registered Contractor may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: If Registered Contractor intends to contract any portion of the work covered by this Agreement, Registered Contractor should take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever Registered Contractor are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
(v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

11. Assignment of Agreement: Registered Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of Program Implementer. This provision shall not be construed to prohibit Registered Contractor from assigning his bank, trust company, or other financial institution any money subconsultant due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to Program Implementer.

12. Force Majeure: Any delay or failure of Registered Contractor in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause or causes beyond the reasonable control of Registered Contractor and shall include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, medical pandemic or emergency, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or

application thereof or the acts or omissions of the Client or its other contractors, vendors or suppliers. In the event of a Force Majeure Event, Registered Contractor shall receive an equitable adjustment extending Registered Contractor's time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to Registered Contractor's compensation sufficient to account for any increased cost in performance or loss or damage suffered by Registered Contractor.

13. Foreign National Involvement : The Registered Contractor and project participants who anticipate involving foreign nationals in the performance of an award, may be required to provide DOE with specific information about each foreign national to satisfy requirements for foreign national participation. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. The volume and type of information collected by depend on various factors associated with the award.