Jersey Central Light and Power (JCP&L) Energy Solutions for Business

Program Ally Code of Conduct

General

The Program Ally Code of Conduct is an outline of the expectations and guidelines for participation as a Program Ally in JCP&L's Energy Solutions for Business Program.

JCP&L provides a Program Ally listing as a courtesy to customers, but does not approve, recommend, endorse or otherwise promote any Program Ally, vendor, manufacturer, distributor, contractor or any other provider of products and services that could potentially qualify for JCP&L's Energy Efficiency programs. JCP&L and TRC provides this list of independent contractors as a convenience for customers seeking assistance with energy savings related products and services. Participating contractors are independent and are not affiliated with JCP&L, its utilities, or TRC. Customers are solely responsible for dealing directly with participating contractors in all aspects of their interaction including, but not limited to definition of scope of work, costs, contractual terms and conditions, and the level of accuracy required when estimating energy savings.

Neither JCP&L nor the Energy Solutions Business Programs implementation contractor, TRC, nor agents, contractors, employees, officers and directors makes any representations regarding, or warrants the products and/or services of participating independent contractors, nor are they responsible or liable for any work performed by participating contractors, their subcontractors, or their suppliers in particular regarding whether it complies with any particular law, codes or industry standards, achieves any particular results or is safe or adequate for its intended purposes.

JCP&L, their parents, subsidiaries, employees, affiliates and agents assume no responsibility for the performance of the equipment or equipment warranty, the quality of the work, labor and/or materials supplied, and/or the acts or omissions of any contractor.

Business Conduct

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

1. Avoid conflicts of interest in all business practices and interactions.
2. Comply with applicable laws, ordinances, regulations, codes and all JCP&L-specific requirements.
3. Fulfill contractual obligations on contracts made with end use customers.
4. Work in an ethical fashion to provide services in the best interest of the customer.
5. Any work that is done and submitted to the JCP&L Energy Solutions for Business Program will be done in a manner that does not adversely affect the JCP&L Energy Solutions for Business Program business, operations, reputation or goodwill. This includes:
   - Respectful treatment of the customer's facility and property, including communication with the customer, JCP&L Energy Solutions for Business Program Implementer and/or Administrator when damage to the facility or property has occurred as a result of a Program Ally project implementation. All restoration and/or reparations will be made within a reasonable amount of time.
   - Truthfulness in all aspects of engagement with customers. Misrepresentation of a Program Ally's company or services will not be tolerated. This includes, but is not limited to:
     - Misrepresenting oneself or one's company as being an employee of, representative of, or contracting with JCP&L Energy Solutions for Business Program or JCP&L.
     - Misrepresenting the benefits, financial or otherwise, of a product or service the Program Ally offers.
   - Truthfulness in all aspects of engagement with JCP&L Energy Solutions for Business Program. This includes accuracy on the completion and customer eligibility of submitted applications and reports, as well as the attributed savings resulting from retrofits and the installation of approved equipment. Misrepresentation of project work will not be tolerated. This includes, but is not limited to:
     - Falsifying invoices/applications, including, but not limited to, invoice dates, equipment costs, make and model, quantities, installation address and date.
     - Forging of customer signatures.
     - Applying for incentives on equipment which is not operational.
     - Providing inaccurate information regarding existing or proposed equipment.

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6. Maintain respect in communication and interaction with JCP&L Energy Solutions for Business Program Implementer representatives, Administrator representatives, utility staff and customers.

Program Participation Requirements

To remain a JCP&L Energy Solutions for Business Program Ally, Program Allies must adhere to: (1) Customer Service Requirements (2) Program Ally Participation Requirements and (3) Program Ally Invoice Policy and Procedures, as outlined below:

*JCP&L Energy Solutions for Business Program is not responsible for any losses incurred as a result of not meeting program requirements, including, but not limited to, not receiving incentive pre-approval, submitting applications after program deadlines, failing to provide appropriate invoicing or not meeting equipment eligibility requirements.

Customer Service Requirements

1. Provide responses within two business days for phone and email inquiries. If unable to fully respond within two (2) business days, the Program Ally should provide an estimate of the time needed to fully respond, based upon the complexity of the inquiry.
2. Honor scheduled appointments. When unable to attend scheduled customer appointments, the Program Ally should notify the customer in a reasonable amount of time before the scheduled visit.
3. Develop clear job proposals encompassing all involved costs, including performance and savings claims, and projections, if applicable.
4. Provide all JCP&L Energy Solutions for Business Program paperwork to the customer within ten (10) business days unless the customer has been given a different timeframe.
5. Submit applications to JCP&L Energy Solutions for Business Program for incentive payment within the timeframe specified on the JCP&L Energy Solutions for Business Program documentation, along with detailed invoices showing quantities, equipment costs, installation costs, make, model and serial numbers when required.
6. When applicable, an energy efficient equipment option should be offered as an alternative solution when non-energy efficient equipment is also being considered.

Program Ally Participation Requirements

1. The Program Ally must provide a valid W-9 that has been signed and dated within the last 24 months.
2. The Program Ally must maintain necessary certifications, applicable licensing, and maintain the customary and legally required insurance coverages for their business type. Upon request, the Program Ally must supply evidence of current insurance.
3. The Program Ally must participate in at least two (2) project per calendar year or be subject to removal as a listed Program Ally of JCP&L Energy Solutions for Business Program on the JCP&L Program Ally page.
4. Failure to comply with the Program Ally Code of Conduct or Program Ally Application Terms and Conditions is subject to review and may lead to removal from the Program Ally list of the Program Ally and from continued participation in JCP&L Energy Solutions for Business Program.

Program Ally Invoice Policy and Procedures

With any project where a receipt is required to initiate payment of an incentive, the Program Ally must adhere to the policy below when providing documentation to JCP&L Energy Solutions for Business Program. When a customer assigns the incentive to a Program Ally in all JCP&L Energy Solutions for Business Program incentive/project instances, the Program Ally assumes all risk associated with receiving the incentive and with providing estimated JCP&L Energy Solutions for Business Program incentives to customers prior to receiving JCP&L Energy Solutions for Business Program approval. The Program Ally assumes risks associated with any changes to the incentives, based on not meeting JCP&L Energy Solutions for Business Program requirements, non-qualified equipment, and/or other reasons as determined by JCP&L Energy Solutions for Business Program. Submission of any application does not give rise to any obligation to make any incentive payment by the Companies and their parents, subsidiaries, affiliates, agents, contractors, employees, officers, and directors.

1. Program Allies must document equipment and installation costs.
   - Equipment consists of physical pieces of equipment purchased by the Program Ally for the purpose of an energy efficiency project (e.g. chiller, variable frequency drive.). The equipment price can include tax or other mark-ups passed on to the customer. This price must represent the actual price the end-use customer is paying for the piece of equipment. Note: Changes in costs as compared to those used for pre-approval may adjust the final incentive.
   - Installation costs should be identified separately from equipment costs. Installation costs include labor and overhead costs associated with installing the equipment (i.e. the sum of any associated costs such as trip charges, hourly labor rate and rental equipment).
2. Procedure
   - Prescriptive Incentives
     - Program Allies must provide JCP&L Energy Solutions for Business Program with a detailed invoice identifying the following:
       - Equipment installed (Make/Model Number): This is required to verify that the equipment installed qualifies for JCP&L Energy Solutions for Business Program incentives.
       - Quantity of equipment installed: This is required to verify that the quantity of equipment installed aligns with the JCP&L Energy Solutions for Business Program application.
       - Itemized costs for all equipment: This is required to verify individual costs. Some incentives (e.g. VFDs, LED's, etc.) may be capped.
       - The final invoice provided to JCP&L Energy Solutions for Business Program must be the same invoice the customer is receiving.
   - Custom Incentives
     - Program Allies should provide JCP&L Energy Solutions for Business Program with a simple invoice, detailing the equipment installed (including model number(s), quantities, etc.) when requesting payment of a custom incentive. The invoice should be sent in addition to the Payment Request form.
       - The final invoice provided to JCP&L Energy Solutions for Business Program must be the same invoice the customer is receiving.
       - In the event the custom project is a portion of a larger-scope project, an estimate of the specific project cost should be provided.
       - Custom Incentives are capped at 50% of the total project cost up to $500,000.
   - Performance Based Incentives
     - Program Allies must provide JCP&L Energy Solutions for Business Program with a detailed invoice identifying the following:
       - Equipment installed (Make/Model Number): This is required to verify that the equipment installed qualifies for JCP&L Energy Solutions for Business Program incentives.
       - Quantity of equipment installed: This is required to verify that the quantity of equipment installed aligns with the JCP&L Energy Solutions for Business Program application.
       - Itemized costs for all equipment: This is required to verify individual costs. Some incentives (e.g. VFDs, LED's, etc.) may be capped.
       - The final invoice provided to JCP&L Energy Solutions for Business Program must be the same invoice the customer is receiving.
       - Performance-based lighting incentives ($/kWh) are capped at the total equipment cost.

Ramifications for Non-Compliance with Program Ally Code of Conduct

Program Implementers, with input from the Program Administrator, will utilize a tiered corrective action procedure for non-compliance with any of the requirements detailed in this document. Program Allies will be given a written warning on their first offense with the potential for dismissal after a second offense. The warning and dismissal do not need to be for related offenses. The Program Administrator reserves the right to exercise full discretion in Program Ally expulsion for all non-compliance issues, particularly those involving fraud and improper customer interaction.

1. **First offense:** Formal written notice - It is at the discretion of JCP&L Energy Solutions for Business Program to increase inspection rates or modify frequency of other Quality Assurance activities based on the non-compliance issue.
2. **Second offense:** Program Ally suspended indefinitely from JCP&L Energy Solutions for Business Program. Program Administrator reserves the right, at its sole discretion, to apply the suspension of a Program Ally to (a) other Program Allies with common ownership or (b) another company with common ownership that is applying to enroll in JCP&L Energy Solutions for Business Program. Suspension from C&I program will prevent Program Ally from participating in other JCP&L Energy Solutions for Business Program initiatives.

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