

Pacific Gas and Electric Company
Commercial HVAC Optimization Program
Contractor Requirements

1. Program Scope

A. Predictive and preventative maintenance services shall be provided by the Contractor on all equipment and associated devices related to the heating, ventilation, and air conditioning, as outlined within the specification in accordance with ANSI/ASHRAE/ACCA Standard 180 or as modified thereof. Additional services may be made according to instructions in the Program Participation Guide.

The Contractor shall purchase a copy of the ANSI/ASHRAE/ACCA Standard 180-2012 for review and prepare for an exam of the Standard 180-2012 as a prerequisite for consideration in Program enrollment.

B. The Contractor shall furnish all personnel, parts, materials, test equipment, tools, and services in conformance with the terms and conditions as outlined below.

C. It is the not the intention of this specification to establish and define those services that are to be performed during participation in the program. The intent of this document is to determine the qualifications of the applicant and to determine the capability and experience of the Contractor desiring to provide such services.

D. Each Contractor is required to visit the Site prior to submitting their Maintenance Plan to the Customer. The purpose of this Site visit is to acquaint the Contractor with any and all conditions at the Site and to identify, inspect, and inventory the Qualified Unit(s).

The Contractor shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required with this specification due to failure to investigate the conditions or become acquainted with all the information concerning the services to be performed. The Contractor is required to read carefully the specifications for all parts of the each Qualified Unit so as to become familiar with the HVAC Services to be performed.

E. Enrollment into the Program shall be evaluated on a variety of factors including technical competence, references, experience, financial stability and other factors deemed requisite to satisfactory performance of the specified services. PG&E and Honeywell reserve the right to reject any or all Service Companies who do not meet the enrollment requirements.

2. Contractor Qualifications.

A. Financial Profile.

The Implementer and PG&E reserve the right to evaluate the financial stability of the contractor using Dun & Bradstreet or equivalent report prior to acceptance into the Program. The criteria for acceptance include but are not limited to scoring in the low to moderate range on the risk assessment score. Financial information will not be distributed and will be stored in a secure location.

B. Experience.

The Contractor shall demonstrate a minimum of five (5) years experience in the commercial mechanical temperature control business by attaching copies of state and local licenses and certificates.

C. Technical Requirements Contractor and Technician.

The Contractor shall employ a minimum of two (2) full-time, PG&E HVAC Optimization Program Trained, HVAC service technicians. All service technicians assigned to the Program must meet the following requirements and shall be listed in the BACKGROUND INVESTIGATION POLICY Compliance Certificate (Exhibit D):

1. An HVAC Technician Certificate from an accredited HVAC vocational training program or school, and/or appropriate certification from a recognized industry certification body (e.g. UA STAR, NATE, HVAC Excellence, RSES, NCI, NEBB, TABB) or five (5) years of commercial HVAC service work verifiable with employers.
2. Mechanical service technicians will hold a Universal EPA license allowing them to test and adjust refrigerant levels in HVAC systems.
3. The Program will review the qualifications of Technicians who have more than 5 years of commercial HVAC service experience, but lack an HVAC Technician Certificate from an accredited HVAC vocational training program, or appropriate certification from a recognized industry certification body, on a case by case basis to determine eligibility.
4. New unit installation work does not qualify towards the five (5) year service experience.
5. Technicians who complete Program training with a score of 80% or higher offered by Implementer and pass the technician evaluation.
6. Contractor must maintain an 80% or higher inspection pass rate on all enrolled sites in the program.
7. The Qualified Technicians assigned to maintain mechanical systems will have all necessary certifications and qualifications to provide HVAC Services the Qualified Unit subject to the Qualified Customer Service Agreement.
8. Compliance with any and all applicable required License or Code requirements

D. Local References.

The Contractor shall submit a list of three (3) commercial customers within PG&E territory with similar full responsibility contracts in excess of ten thousand dollars (\$10,000) in Annual Service Agreements for each location and who have been under contract with the Contractors and for a period of not less than three (3) years.

	COMPANY NAME	Contact Name	Contact Phone	Contact Email
1.				
2.				
3.				

E. Licensing

The Contractor shall be fully licensed, as applicable, with a minimum of a C-20 license, and insured to do business at all Sites, in order to provide complete HVAC Services. Contractors who are performing only DCV/EVC work and are not performing maintenance are only required to have a C-10 license.

F. Qualification Compliance

The Contractor shall indicate their complete and total compliance with the above Contractor Qualifications by signing a Contractor Participation Agreement.

G. Background Check

Contractor shall represent and warrant all employees that may perform any work on the property of a PG&E customer, has undergone the Contractor’s background investigation check and is listed in the BACKGROUND INVESTIGATION POLICY Compliance Certificate (Exhibit D). Contractor shall submit a BACKGROUND INVESTIGATION POLICY Compliance Certificate (Exhibit D) for each employee who performs any work on the property of a PG&E customer.

1. Contractor represents and warrants that it has a security background check policy which includes, at a minimum, a search using federal, state and municipal databases (e.g., Global Watch Search, National Federal Crime Search, National Crime Database, etc.) to determine if an individual has been convicted of a felony or misdemeanor for any of the following crimes: arson, assault, battery, burglary, driving under the influence, domestic violence, larceny, manslaughter, murder, theft (including but not limited to identity theft) sexual crimes, multiple misdemeanor or felony drug convictions, and any crimes against children (the “Background Check”).

2. Contractor represents and warrants that each Contractor employee that will perform any work on the property of a PG&E customer has successfully passed the Background Check and has not been convicted of any of the felonies or misdemeanors listed in the Background Check within the past seven (7) years.

3. Contractor shall ensure that said Contractor employees shall be in compliance with the Background Check throughout the Contractor's participation during the Term of the PG&E Program and shall submit a BACKGROUND INVESTIGATION POLICY Compliance Certificate, located in the Contractor Manual, at the start of each calendar year.

4. Notwithstanding anything to the contrary herein, if an individual has been convicted for driving under the influence or a similar offense ("DUI Conviction") during the past seven (7) years, the individual may be eligible to perform work on the property of a PG&E customer provided the individual has no more than one (1) DUI Conviction within the last seven (7) years.

5. Contractor further represents and warrants that it will not assign or permit any individual to perform work on the property of a PG&E customer that has not undergone and passed Contractor's security background check.

6. Any personnel to be assigned by Contractor to perform work on customer property will, prior to commencing such work, execute the necessary consents and releases to allow a third party agency acting on its own behalf to, without liability to Contractor's personnel, collect and check the criminal background and qualifications of such personnel as permitted by applicable law.

7. Before allowing any employee to perform work on customer property, Contractor shall send Implementer (and confirm Implementer's receipt of) the original executed Background Check Policy Certificate for all employees that may perform work on customer property under this Program.

8. If Contractor discovers or is notified that any individual(s) identified in the Background Check Policy Certificate has subsequently been convicted of any of the enumerated crimes, or discovers or learns of any error, fraud or other mistake in connection with the background check of an such individual (the "Changed Condition"), Contractor shall, within seventy-two (72) hours of discovering or being notified of a Changed Condition: (a) ensure the individual(s) does not perform any work on customer property; (b) notify Implementer in writing (via email is acceptable); and (c) provide Implementer with a corrected Background Check Policy Certificate; and if the Changed Condition involves any error, fraud or other mistake in connection with the background check of an individual(s), Contractor shall promptly: (i) investigate such breach or such potential breach; (ii) provide Implementer of the results of such investigation.