

Residential Electrification (Building Decarbonization) Program Trade Ally Participation Agreement

This Trade Ally Participation Agreement (this “Agreement”) sets forth the terms and conditions to participate as a Trade Ally for the Atlantic City Electric Company (“ACE”) Residential Electrification (Building Decarbonization) Program (the “Program”). As used in this Agreement, “Trade Ally” means a contractor or firm that delivers residential energy-efficiency and electrification services directly to customers, meets the requirements herein, and is accepted by ACE or its Program Implementer as a Trade Ally in the Program. “Program Implementer” means an entity retained by ACE to support Program implementation and administration.

1. PROGRAM OVERVIEW AND COVERED PROJECTS

1.1 Program Purpose. The Program supports New Jersey homeowners (and, where applicable, landlords and tenants with owner authorization) of residences located in ACE’s service territory in electrifying and improving the efficiency, health, comfort, and safety of existing small residential buildings using building-science best practices.

1.2 Eligible Measures. Trade Ally services may include, without limitation: high-efficiency heat pumps (including central and ductless heat pumps and geothermal); cold climate heat pumps; heat pump water heaters; and other cost-effective electrification and efficiency measures approved by the Program.

1.3 Ineligibility. Measures purchased/installed by Trade Ally prior to April 1, 2026, or without the required project final approval, are not eligible. Measures are also ineligible if an application for incentives is not submitted by Trade Ally within ninety (90) days of project completion, defined as the date on which all equipment is fully installed and operational. Program incentives may not be combined with duplicative incentives for the same measure from other ACE programs and are subject to change at any time.

1.4 ACE will have sole discretion to decide on the final resolution of any issues, including but not limited to customer eligibility for the Program or Program incentives.

2. ENROLLMENT AND GOOD STANDING

2.1 Application. To join, Trade Ally will submit the Program application materials (including qualification forms and proof of insurance) and complete any required Program orientation. Acceptance of the Trade Ally is at the sole discretion of ACE and/or the Program Implementer.

2.2 Ongoing Good Standing. Trade Ally agrees to follow Program guidelines, reporting, and verification requirements and to remain in good standing with ACE.

3. CONTRACTOR QUALIFICATIONS AND CERTIFICATIONS

3.1 Business and Licensing. Trade Ally shall:

- Be duly registered to conduct business in New Jersey and hold all licenses required for the work performed (e.g., Home Improvement, HVAC, Electrical).
- Maintain a Federal Tax ID.

3.2 Lead-Safe Compliance. Trade Ally shall maintain EPA Lead-Safe certification, as applicable.

3.3 Minimum Production. Trade Ally shall report a minimum annual volume of completed Program jobs of 10 per year to remain active, subject to Program review.

4. CUSTOMER AUTHORIZATION, MARKETING AND CONDUCT

4.1 Owner Authorization. Trade Ally shall obtain all required customer consents (including homeowner's association approval, if required) and, if serving a tenant-occupied residence, owner/landlord permission, prior to commencing any Program work.

4.2 Accurate Representation. Trade Ally shall present Program features and benefits accurately; follow Program communications guidelines; and not use any ACE or Program logo, name, branding, language, images or other content without ACE's prior written consent.

4.3 Code of Conduct & Remediation. Trade Ally must comply with the NJ Joint Utility Contractor Remediation Policy and the Trade Ally Code of Conduct (Attachments A and B). Violations may result in coaching, probation, suspension, or termination from the Program, as more fully described in Attachments A and B.

5. VERIFICATIONS, SCOPES, AND APPROVALS

5.1 Work Verification and Reporting. Trade Ally shall document the replacement of existing fossil-fuel heating equipment with Program-approved electrification equipment with pre- and post-installation photos. Any required electrical panel upgrades shall be performed by a licensed electrician.

5.2 Final Approval/Financing. In order to be eligible for the incentive, Trade Ally shall obtain Program final approval from the Program Implementor of the scope of work for each project performed. If applicable, Trade Ally shall also obtain pre-approval for any loan through [NEIF](#) prior to installation.

6. INSTALLATION, SAFETY, AND DECOMMISSIONING

6.1 Compliance. Trade Ally shall perform all Program work in accordance with laws, codes, licensing, permits, regulations and Program requirements.

6.2 Removal/Disposal. Trade Ally shall remove and properly dispose of replaced equipment/materials in compliance with all applicable laws, codes, permits, and regulations. (If fuel-switching/electrification involves removal or disconnection of combustion equipment, Trade Ally shall follow applicable codes and manufacturer guidance, and document safe decommissioning.)

6.3 Background & Fitness for Duty. Trade Ally shall conduct criminal background checks (including felony history within the prior seven years) for personnel assigned to perform Program work; ensure personnel are drug- and alcohol-free while on duty and fit for duty at customer homes.

7. SUBCONTRACTORS

Trade Ally is responsible for subcontractor performance and ensuring adherence to Program standards. Upon request by ACE, the Program Implementer or the customer, Trade Ally shall provide subcontractor information. Trade Ally shall not use as a subcontractor any contractor or firm suspended or terminated from any NJ utility program, without the prior written consent of ACE or the Program Implementer.

8. QUALITY ASSURANCE AND INSPECTIONS

8.1 Access & Cooperation. Trade Ally shall permit ACE and/or the Program Implementer to conduct random field quality assurance inspections (typically $\geq 3\%$ of jobs). No payment shall be made until all applicable inspections have been completed and the applicable project has passed inspection.

8.2 Corrections. At no cost to the customer, Trade Ally shall promptly correct deficiencies to meet Program standards within stated timeframes.

9. DOCUMENTATION, INCENTIVES AND PAYMENT

9.1 Completion Package. Trade Ally shall submit completion data via the Program platform, including installed measures, and supporting documentation requirements, customer sign-offs, and invoice (typically within 90 days of completion).

9.2 Payment Timing. Incentive processing generally targets a six- to eight-week turnaround after satisfactory verification of a project and its documentation. (Program terms may vary.)

10. CONFIDENTIALITY AND DATA PROTECTION

Trade Ally shall maintain any customer information including name, account numbers, electric and natural gas consumption data and electric and natural gas energy savings it obtains in performing work for customers under the Program (the "Confidential Information") in strict confidence. This means that Trade Ally will treat and cause to be treated as confidential and proprietary all Confidential Information in its possession. In furtherance thereof, Trade Ally shall: (a) take commercially reasonable steps consistent with industry practices to prevent the disclosure of Confidential Information except as permitted herein or otherwise agreed to in writing by the customer; (2) use or process Confidential Information only in connection with the performance of the work for the customer under the Program; (3) make copies of any Confidential Information only as necessary for the performance of such work; (4) disclose Confidential Information only to personnel of the Trade Ally who have a need to know the Confidential Information in connection with the performance or use of such work; and (5) destroy the Confidential Information promptly following the request of ACE or the Program Implementer, and in any event upon completion of all the Trade Ally's obligations under the Program. Trade Ally must provide notification within 24 hours of knowledge of a potential incident alerting ACE when confidential customer personal information is potentially exposed, or of any other potential security breach.

11. INSURANCE REQUIREMENTS

Trade Ally shall maintain, at its expense, insurance with carriers authorized in NJ at not less than the following limits and furnish evidence upon request. Policies shall be primary and non-contributory, include waiver of subrogation and severability of interests/cross-liability, and name ACE (and its Program Implementer) as additional insureds on CGL/Auto/Excess. 30 days' prior written notice of cancellation/material change is required (10 business days for non-payment if applicable).

- Workers' Compensation: Statutory (NJ)
- Employer's Liability: \$1,000,000 per accident/employee for bodily injury/policy limit
- Commercial General Liability: \$1,000,000 per occurrence
- Business Automobile Liability (owned, hired & non-owned): \$1,000,000 per accident
- Excess/Umbrella: \$1,000,000 per occurrence *OR* carry CGL and Auto at \$2,000,000 per occurrence
- If Trade Ally is providing professional services, such as consulting or design, Professional/Errors & Omissions: Recommended at \$1,000,000 per claim (if applicable).

12. TRADE ALLY CERTIFICATION

Trade Ally shall certify that it purchased and installed the equipment listed in its application at the location within ACE's service territory specified in the application. Applications submitted by anyone other than Customer on Customer's behalf must be submitted with the express written consent of Customer. Program Incentive payments for any applications submitted by such other person or entity without the express written consent of Customer are not guaranteed.

13. INDEPENDENT CONTRACTOR

Trade Ally acts as an independent contractor, not as an agent or employee of ACE or the Program Implementer. Trade Ally is solely responsible for supervising its personnel and for all wages, taxes, and benefits.

14. INDEMNIFICATION; LIMITATION OF LIABILITY

14.1 Indemnification. To the fullest extent permitted by law, Trade Ally shall defend, indemnify, and hold harmless each of ACE and the Program Implementer, and each of their respective parents, affiliates, officers, directors, employees, agents, and representatives (the "Indemnitees") from and against any and all claims, losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees), demands and causes of actions of every kind or character ("Losses") arising out of or related to: (a) personal injury or death to any person, including occupants of the residence; (b) damage to real or personal property, including the customer's home and belongings (and including loss of use); (c) any failure of the Trade Ally to perform work in accordance with Program requirements, applicable law, residential building codes, licensing, manufacturer specifications, or sound industry practices; (d) breaches of this Agreement or misrepresentation to ACE, the Program Implementer or customers; (e) improper installation, removal, or decommissioning of equipment, including fuel-switching or electrification measures; (f) violations of safety,

Exelon-Supplier-Code of Conduct, environmental, or permitting requirements; and (g) any acts or omissions of the Trade Ally, its employees, subcontractors, or agents. The Trade Ally's indemnification obligations include claims arising during assessment, installation, testing, commissioning, or warranty work.

This indemnification obligation shall not apply to Losses that are the direct result of a final, fully adjudicated finding that an Indemnitee engaged in sole negligence or intentional misconduct. For clarity, comparative or contributory negligence of the Trade Ally does not relieve the Trade Ally of its obligations under this section.

14.2 Limitation of Liability. By participating as a Trade Ally for the Program, Trade Ally agrees to waive any and all claims, whether arising in contract or tort and to fully release each of ACE and the Program Implementer, and their respective affiliates, and all their respective parents, affiliates, officers, directors, employees, agents, and representatives from any and all damages, of any kind. ACE and the Program Implementer shall not, under any circumstances, be liable to Trade Ally or any third party for any special, indirect, incidental, punitive, exemplary, or consequential damages, including but not limited to lost profits, lost revenue, reduced productivity, business interruption, increased operating or maintenance costs, loss of goodwill, diminished bonding capacity, or claims related to the performance, adequacy, or safety of installed measures. The Trade Ally acknowledges and agrees that ACE and the Program Implementer make **no warranties or representations**, express or implied, regarding the design, engineering, installation, safety, or performance of any equipment or measures installed under the Program, nor does either of them guarantee that implementation of Program measures or use of the equipment purchased or installed pursuant to the Program will result in energy-cost savings, and no representative of ACE or the Program Implementer is authorized to make such warranties or guarantees.

Under no circumstances shall ACE's total liability to the Trade Ally exceed the amount of incentives payable, if any, for the specific project giving rise to the claim. Nothing in this section limits the Trade Ally's obligations under the indemnification requirements above or under any warranty obligations described in this Agreement.

15. WARRANTIES

Trade Ally warrants that all work performed and all materials provided under the Program will be of high quality, free from defects, properly installed, suitable for their intended residential use, and capable of delivering dependable performance in accordance with Program requirements and reasonable homeowner expectations. All work must comply with all applicable laws, residential building codes, licensing, permits, industry standards, and sound industry practices, and must not infringe on any intellectual property rights. All materials supplied must be new unless expressly permitted otherwise, free from liens, encumbrances, or title defects, and must be fully compatible with the home's existing systems and any components installed under the Program as part of the project. All installed systems or equipment, including heating, cooling, water heating, wiring, controls, plumbing, and ventilation must operate properly, integrate reliably with other systems in the home, and meet all applicable Program and customer-agreement requirements. Throughout the course of installation, Trade Ally must, at its sole cost, promptly repair, replace, or perform any defective or non-conforming work or materials, including correcting any damage caused by such defects. Trade Ally shall provide a minimum one-year warranty on workmanship and materials beginning when the installed measures are placed into service, and any warranty repairs must be completed promptly, at no cost to the customer, on a schedule acceptable

to the customer. All corrective work shall carry an additional full one-year warranty from the date the corrective work is completed.

Written notice from the customer, ACE, or the Program Implementer identifying any defective or non-conforming work, whether during installation or within the warranty period, constitutes sufficient notice requiring the Trade Ally to remedy the issue as set forth above. If, in the opinion of ACE, the Program Implementer, or the customer, repair, correction, replacement, or reperformance is impractical or would disadvantage the customer, the customer is entitled to a full refund of all amounts paid for the Program work, and ACE is entitled to reimbursement of any incentive funds issued to Trade Ally for that work. Trade Ally is liable for all damage resulting from breach of these warranties, including costs associated with removing and replacing non-conforming materials, shipping, reinstallation, customer expenses caused by defective work, and any costs required to reinstall or correct other affected materials or systems. Trade Ally must identify and pass through all manufacturer and third-party warranties to the customer. It is further understood that neither ACE, the Program Implementer, nor their representatives are responsible for ensuring the design, engineering, or installation of measures complies with laws, codes, or industry standards, nor do they guarantee performance, adequacy, or safety of installed equipment, and no representative of ACE or the Program Implementer is authorized to make such representations.

Neither ACE, the Program Implementer, nor their respective parents, affiliates, officers, directors, employees, agents, and representatives are responsible for assuring that the installation of the installed measures is proper or complies with any particular laws, regulations, codes, licensing, permits or industry standards. Neither ACE, the Program Implementer, nor their respective parents, affiliates, officers, directors, employees, agents, and representatives make, and are not authorized to make, any representations of any kind regarding the results to be achieved by the installed measures or the adequacy or safety of such measures.

16. PROGRAM CHANGES; TERM AND TERMINATION

ACE may change, modify, or terminate the Program at any time. ACE will honor written commitments made in scopes approved before such change, modification or termination, if installations are fully completed in accordance with Program requirements. The Program is currently scheduled to expire June 30, 2027, or earlier if funds are depleted or the Program is terminated. ACE may terminate this Agreement for cause or convenience by providing written notice to Trade Ally.

17. TRADEMARKS AND INTELLECTUAL PROPERTY

All ACE (and affiliate) trademarks, names, logos and Program materials are the property of ACE or its affiliates, as applicable. No rights are granted to Trade Ally except as expressly authorized by ACE in writing; all use of any approved such items must cease upon termination of the Program or this Agreement, whichever occurs sooner.

18. RECORDS; AUDIT

Trade Ally shall maintain accurate project and business records for at least one year after installation of any measures under the Program (or longer if required by Program policy) and make them available to ACE and/or the Program Implementer upon request.

19. ASSIGNMENT; SEVERABILITY; NON-WAIVER; ENTIRE AGREEMENT; GOVERNING LAW; NOTICES

19.1 Assignment. Trade Ally may not assign this Agreement without ACE’s prior written consent.

19.2 Severability. The provisions of this Agreement will be interpreted where possible in a manner to sustain their legality and enforceability; nonetheless, the invalidity of a provision in a specific situation will not affect the enforceability of that provision in another situation, or the remaining provisions of this Agreement.

19.3 Non-Waiver. Failure by ACE or the Program Implementer to enforce any provision, or waiver of any breach, of this Agreement, will not be deemed or construed as a waiver of any rights of ACE or the Program Implementer.

19.4 Entire Agreement. This Agreement (including Attachments) is the entire agreement and may be modified only in writing signed by Trade Ally and either the Program Implementer or ACE.

19.5 Governing Law. This Agreement will be construed and interpreted in accordance with, and all disputes between the parties will be governed by, the substantive and procedural laws of the State of New Jersey, without giving effect to principles of conflict of law.

19.6 Notices. Notices may be provided electronically to the addresses designated by ACE or its Program Implementer for this Program and by the Trade Ally below (or as updated in writing).

20. ATTACHMENTS

- Attachment A - New Jersey Energy Efficiency Programs Joint Utility Contractor Remediation Policy (applies to residential programs; “Contractor” means Trade Ally)
- Attachment B - Trade Ally Code of Conduct.

21. TRADE ALLY CERTIFICATION AND SIGNATURE

Agreement and Signature		
By signing below, the undersigned certifies that they have the authority to sign on behalf of the Trade Ally identified below and agree on behalf of the Trade Ally to (a) comply with the foregoing obligations, (b) follow Program guidelines, protocols and other requirements, including Program reporting and verification requirements, (c) participate in a required Program orientation, and (d) remain in good standing with ACE. In addition, the undersigned Trade Ally acknowledges that it is acting as an independent entity to provide work for customers as a Trade Ally under the Program and has not hereby entered into a contractual agreement to provide services or other work for ACE or any entity of the Program Implementer.		
Trade Ally Full Legal Name		
Authorized Representative (please print)	Title:	Date:
Signature:		

Attachment A

Contractor Remediation Policy

New Jersey Energy Efficiency Programs Joint Utility Contractor Remediation Policy

As part of the transition established by the 2018 Clean Energy Act (“CEA”), New Jersey’s seven investor-owned utilities, including ACE (each, a “Utility”), have assumed primary responsibility for administering residential energy-efficiency programs, including Residential Electrification / Building Decarbonization initiatives. The New Jersey Board of Public Utilities (“BPU”) requires all Utilities to adopt a coordinated Contractor Remediation Policy applicable across all statewide Programs. All Residential Building Decarbonization Program Trade Allies (“Contractors”) must understand and comply with this policy and the consequences of non-compliance.

For purposes of this policy, a Contractor is defined as any entity participating in one or more Utility energy-efficiency programs by providing residential goods or services (such as assessments, installation, electrification measures, safety remediation, or related work).

General Requirements

To participate in the Residential Electrification (Building Decarbonization) Program offered by ACE (the “Program”), Contractors must:

- Carefully review, understand, and comply with all Program rules, participation requirements, reporting guidelines, and safety protocols applicable to residential work.
- Maintain all required New Jersey contractor licenses (e.g., Home Improvement, HVACR, Electrical) and comply with ongoing renewal requirements.
- Secure all required local permits, inspections, and approvals associated with residential electrification work (e.g., new service panels, heat pump installations, removal of gas appliances, etc.).
- Ensure personnel working in homes follow professional conduct, safety, and customer-care standards appropriate for residential environments.

Minor Infractions

Utilities and/or Program Implementers will monitor Contractor performance across Program projects. Minor infractions are issues that do not pose immediate danger but still violate Program expectations. Minor infractions will be communicated to the Contractor, who must correct them promptly.

Examples include, but are not limited to:

- Unintentionally submitting incorrect or incomplete documentation, project data, or test-in/test-out results.
- Unintentional inaccuracies in equipment ratings, efficiency levels, or model number documentation.

- Customer complaints indicating deficient service, incomplete work, minor customer-care concerns, or communication delays.

Remediation for minor infractions may include:

Coaching, written guidance, additional training, increased QA inspections, or corrective action plans. Utilities are not required to share minor infractions with other Utilities statewide.

Repeated minor infractions that remain unaddressed may be escalated and treated as major infractions.

Major Infractions

A major infraction is a serious violation of Program, legal, or safety requirements. Because major issues can impact customer safety, public trust, and statewide energy-efficiency program integrity, Utilities will share major infractions with one another.

Examples include, but are not limited to:

- Any action creating a significant threat to residents' health or safety, especially involving electrical work, ventilation, carbon monoxide risks, or improper removal of combustion equipment.
- Evidence of intentional or repeated submission of incorrect, incomplete, misleading, or fraudulent data, documentation, or equipment ratings, despite previous remediation.
- Evidence of dishonesty, fraud, misrepresentation, deceptive, misleading or illegal sales practices, or unfair treatment of residential customers.
- Evidence of repeated negligence, substandard installation practices or other deficient service, or conduct inconsistent with professional licensing standards and the Trade Ally Code of Conduct in Attachment B.
- Evidence of accusations of engaging in acts constituting crimes or offenses related to the Contractor's business.
- Evidence that personnel performing Program work are under the influence of drugs or alcohol reasonably likely to impair their ability to perform work with reasonable skill and safety.
- Misrepresentation within the Contractor Participation Agreement or failure to comply with any Program, safety, or licensing requirement, or violation of any applicable law or regulation.

Remediation Actions

Contractors will be notified in writing of major infractions identified by a Utility, along with planned remediation strategies, as set forth below. Utilities may impose any of the following actions, at their sole discretion, depending on the severity of the infraction:

Probation

A defined period during which:

- All pending residential Program projects will be subject to pre-approval;

- All active Program projects will be subject to 100% QA inspection before incentive release; and
- Additional documentation or corrective steps may be required.

Suspension

A defined period during which the Contractor:

- Is prohibited from submitting new applications to any ACE program;
- Cannot participate as a subcontractor on new projects for any ACE program;
- May have active Program projects inspected at ACE's discretion; and
- May not use any Utility forms, software, or Program tools.

Existing residential Program applications already deemed complete may proceed, although additional inspections may occur.

Termination

The Contractor:

- Is completely removed from participation in all ACE energy-efficiency programs,
- Is no longer eligible to submit applications, complete work, or represent itself as a participating Trade Ally for any ACE programs.

Utility Coordination

When a Utility identifies a major infraction:

- All seven Utilities will be notified of the violation and the planned remediation action.
- The Contractor will have five (5) business days to respond and present any extenuating circumstances for reconsideration.
- The Utility will respond within ten (10) business days, either confirming or modifying the remediation action.

Each Utility retains the right to apply Probation, Suspension, or Termination independently in its service territory, including complete removal of a Contractor from participation in all energy-efficiency programs of that Utility.

Attachment B

Trade Ally Code of Conduct

General

This Trade Ally Code of Conduct outlines the expectations and professional standards for any contractor, vendor, installer, subcontractor, or other provider of residential electrification or energy-efficiency services (collectively, “Contractors”) participating as a Trade Ally in ACE’s Residential Electrification (Building Decarbonization) Program (the “Program”).

Trade Allies and their employees, representatives, and subcontractors must conduct themselves professionally at all times when interacting with ACE, the Program Implementer, and residential customers, including homeowners, landlords, and tenants, as well as others present on or near the premises where the Program work is being performed.

Business Conduct Expectations

All Trade Allies performing work for residential customers under the Program shall adhere to the Exelon Supplier Code of Conduct found at ([Exelon-Supplier-Code of Conduct.pdf](https://www.exeloncorp.com/exelon-supplier-code-of-conduct.pdf) ([exeloncorp.com](https://www.exeloncorp.com))) and conduct business honestly, safely, and ethically. This includes, without limitation:

1. Avoiding conflicts of interest (as more fully described in the Exelon Supplier Code of Conduct) in all Program-related decisions, recommendations, and interactions.
2. Complying with all applicable laws, permits, residential building codes, licensing requirements, and Program rules for electrification work.
3. Fulfilling all contractual obligations made to ACE, the Program Implementer, and residential customers.
4. Providing accurate, transparent, and customer-focused information, avoiding misleading claims or sales practices, and work in an ethical fashion (as more fully described in the Exelon Supplier Code of Conduct).
5. Maintaining respectful, professional communication with ACE, the Program Implementer, and all residential customers, especially when working inside occupied homes.

Customer Service Requirements

To support consistent, high-quality customer experience for Program participants, Trade Allies shall:

1. Respond to homeowner inquiries within two (2) business days.
 - If additional time is needed, provide a reasonable timeline for a full response.
2. Honor scheduled appointments for assessments, installations, and inspections.
 - If rescheduling is necessary, notify the Program Implementer and the customer as early as possible.

3. Submit required Program documentation and applications promptly and manage customer expectations throughout the entire process (e.g., pre-approval, installation timelines, test-out, and incentive payment steps).
4. Demonstrate courtesy and respect in customer homes, including protecting property, maintaining cleanliness, and ensuring homeowner comfort and safety.

Trade Ally Participation Requirements

In addition to the requirements outlined in the Trade Ally Participation Agreement, Trade Allies shall:

- Provide a valid W-9, signed and dated within the last 24 months.
- Complete at least three (3) Program projects per calendar year to avoid removal from the Trade Ally list.
- Maintain compliance with all Program rules, insurance requirements, safety protocols, and documentation standards.
- Ensure subcontractors also meet Program requirements and uphold the same code of conduct.
- Understand that non-compliance may result in removal from the Trade Ally network and loss of eligibility for Program work.

Consequences for Non-Compliance

Failure to comply with this Code of Conduct, the Trade Ally Participation Agreement, or any Program requirements will result in progressive disciplinary action, aligned with the Contractor Remediation Policy:

1. 1st Offense – Written Warning
 - Formal notice outlining the issue and requiring a written corrective action plan.
2. 2nd Offense – Probation
 - As defined in the Contractor Remediation Policy, including heightened QA reviews and pre-approval requirements.
3. 3rd Offense – Suspension
 - As defined in the Contractor Remediation Policy, temporary removal from Program participation and prohibition from submitting new applications.
4. 4th Offense – Termination
 - As defined in the Contractor Remediation Policy, full removal from the Trade Ally list for the Program, all other ACE programs and prohibition from participation in future ACE programs.