



City of Austin

Austin Energy

Town Lake Center • 721 Barton Springs Road • Austin, Texas 78704 - 1145

Code of Conduct and Ethical Requirements

Austin Energy Programs and Services

Version 2.0

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I. OVERVIEW AND GENERAL REQUIREMENTS

- A. Austin Energy is responsible for maintaining the integrity of its programs and services and for ensuring a positive experience for customers. In doing so, while achieving its own business objectives, Austin Energy may choose whomever it seeks to do business with as a participating contractor. Therefore, to be included as a participating contractor, Austin Energy requires adherence to the following Code of Conduct and Ethical Requirements. This document provides an overview of conduct constituting violations and also outlines policies governing how violations are handled and disciplinary actions are applied. Disciplinary action may be taken outside the parameters set forth in this document for any act or omission Austin Energy deems inappropriate or damaging to Austin Energy's or the City of Austin's reputation.
- B. A participating contractor is any company or third party (e.g. installation contractor, auditor, design consultant, Green Building extended area rater, etc.) that does work related to any Austin Energy program or service. By participating in Austin Energy's programs and services, all participating contractors, their staff, owners, sub-contractors, and affiliates agree to adhere to these requirements, including but not limited to:
1. conducting business in a professional, courteous, trustworthy, and ethical manner,
 2. complying with all federal, state, and local laws, Austin Energy and City of Austin requirements, policies, and guidelines,
 3. installing all equipment safely and in compliance with any applicable regulations, including building code, permitting requirements, and equipment specifications,
 4. operating in accordance with all relevant local, state, and federal laws governing licensing, labor practices, workers' compensation, insurance, customer data privacy, data handling, and any other applicable rules or requirements, and
 5. for applicable programs, maintaining up-to-date licensing and registration with the Texas Department of Licensing and Regulation (TDLR). Please refer to [TDLR Rules](#) regarding contractor responsibilities and penalties for non-compliance.
- C. This document is not a contract between Austin Energy and a participating contractor and, as such, it does not create any contractual rights. This document may be periodically revised by Austin Energy.

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II. VIOLATIONS

- A. Austin Energy maintains sole discretion in determining whether a violation has occurred, whether a complaint is credible, and the severity of any violation. In the case of severe violations, multiple or repeated violations, or if additional violations are committed during periods of probation or suspension, the participating contractor may be permanently removed from all future participation in Austin Energy programs and services.
- B. The following is a non-exhaustive list of potential violations subjecting participating contractors to disciplinary action. Any action not included below, but which would negatively impact customers or Austin Energy's programs and services, may be considered a violation.
1. Failure to adhere to program or equipment installation requirements.
Examples include:
 - i. beginning work before necessary approvals or signatures have been obtained,
 - ii. submitting incomplete applications or audits (e.g., missing data or required documents)
 - iii. submitting ineligible applications or audits (e.g., non-eligible customers or equipment), or
 - iv. not attending required in-person meetings or training sessions.
 2. Work quality or performance that fails to meet program requirements.
Examples include:
 - i. inspection failure rate exceeds program requirements,
 - ii. failed inspections are not corrected in a timely manner,
 - iii. customer complaints are unresolved or not addressed in a timely manner,
 - iv. failure to follow program requirements and guidelines, or
 - v. violation of workplace safety rules or standards.
 3. Unprofessional business practices.
Examples include:
 - i. non-responsiveness to contact attempts, missing multiple appointments, repeatedly tardy arrivals to inspections or customer appointments,
 - ii. improper submittal of a customer rebate or not submitting a rebate application on behalf of the customer when agreed upon,
 - iii. exhibiting behavior or language that is disruptive, offensive, or inappropriate in a professional work environment, or
 - iv. impaired behavior due to alcohol or drugs.

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4. Unethical behavior or business practices.

Examples include:

- i. use of aggressive or dishonest sales tactics or business practices (automatic escalation of disciplinary actions if directed toward vulnerable customer populations),
 - ii. submitting false or inaccurate application or equipment data in order to influence the rebate or savings calculation (e.g. inflating lighting counts/wattage or submitting falsified or exaggerated test data),
 - iii. providing cost savings and performance estimates to customers that overestimate the benefits of the services or products provided,
 - iv. fraudulently obtaining or requesting Austin Energy rebates for ineligible customers or equipment,
 - v. submitting falsified or inaccurate documentation (e.g. forging approval signatures, submitting invoices with inflated costs, or taking misleading project photos, etc.),
 - vi. providing any false or misleading statements (verbal, written, or electronic) or failure to disclose information when required, or
 - vii. impersonating Austin Energy or City of Austin staff or creating any confusion regarding affiliation with City entities, including on participating contractor websites
5. Violation of the Austin Energy name, logo, or advertising policies (see Section IV – *Guidelines on Advertising and Logo Use*).
 6. Applying for rebates while on suspension, either directly or through a sub-contractor or third party, or requesting that a customer submit applications directly.
 7. Interference in any Austin Energy complaint or disciplinary process by contacting customers or third parties.
 8. Violating any relevant local, state, or federal laws or rules governing licensing, labor practices, worker compensation, liability insurance, trade practices, or customer data privacy and controls, or operating without required qualifications, permits, licenses, certifications, or insurance.
 9. Any conduct toward members of the public, City of Austin or Austin Energy staff, or other contractors that is discriminatory, disruptive, offensive, threatening, or is deemed by Austin Energy to be harassment, sexual harassment, retaliation, or bullying.
 10. Criminal acts such as theft, violence, or illegal drug use, and criminal or negligent property damage.
 11. Failure to prohibit employees, subcontractors, or agents from performing work associated with Austin Energy's programs and services, if required by Austin Energy. Potential violations in which Austin Energy would require this action include unethical behavior, criminal acts, theft, alcohol or drug abuse, abusive or threatening language, harassment, or injury to persons or damage to property due to negligence.
 12. In the event a violation is relevant to a partner utility or entity (e.g. Texas Gas Service, Austin Water Utility, Velocity Credit Union, TDLR, etc.), Austin Energy may notify that entity of the violation in addition to applying its own disciplinary action.

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III. DISCIPLINARY ACTIONS

- A. Austin Energy maintains sole discretion in determining the appropriate disciplinary action for the violation committed. Disciplinary actions not explicitly listed below may also be applied. In determining the appropriate disciplinary action, Austin Energy may consider the participating contractor's history with the program or service and risk for continued violations. Severe or egregious violations will result in permanent removal from Austin Energy programs and services.
- B. Disciplinary actions may be applied to the entire company, specific individuals, and sub-contractors and affiliates. Participating contractors are responsible for informing all employees and sub-contractors of all requirements and the disciplinary actions that will result when violations occur. In its sole discretion, Austin Energy may deem it necessary to apply disciplinary action against individuals in order to prevent habitual violators from future participation, whether for the same company or under another company or affiliate.

Disciplinary actions include:

1. Warning Letter: Austin Energy may issue a formal warning letter to provide notice that a violation has occurred.
2. Corrective Action(s): Specific to the violation, Austin Energy may require the participating contractor to complete corrective action(s). Example corrective actions include: reducing inspection failure rates, closing expired permits, and successfully resolving or ceasing customer complaints.
3. Probation: Participating contractor may be placed on a probationary period, to be determined by Austin Energy. The participating contractor may be placed on probation for a defined time period, or until corrective actions have been successfully implemented or demonstrated. Additional disciplinary actions will be applied if violations are committed during probation or if corrective actions are not met.
4. Suspension: Participating contractor may be suspended from submitting new applications or audits to any of Austin Energy's programs and services for a defined period, to be determined by Austin Energy.

While on suspension, the participating contractor:

- i. is prohibited from submitting new applications or audits (directly, through another participating contractor, or through the customer),
 - ii. may not offer the program or service to customers or use the Austin Energy name,
 - iii. will be removed from participating contractor lists on the Austin Energy website and other associated materials,
 - iv. must remove any reference to Austin Energy's programs and services from the participating contractor's marketing materials, websites, etc.,
 - v. must comply with any other conditions of Austin Energy related to the program or service, and
 - vi. must re-apply to participate in the program or service upon completing the suspension period.
5. Permanent Removal: Participating contractor may, in Austin Energy's sole discretion, be permanently removed from all future participation in Austin Energy programs and services. A participating contractor and its parent, subsidiaries, and affiliates that has been permanently removed will not be

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considered for reinstatement. If deemed necessary, removal may apply to owners or specific staff, no matter their future company affiliation or name. Unless otherwise notified, the participating contractor is expected to complete any projects with an application submission date prior to the start date of the termination.

- C. **Customer Protection:** If participating contractor's warning or disciplinary action results from a customer-submitted violation, any attempt to contact or influence that customer or third party while the violation is being examined will be deemed an additional and egregious violation. Additional restrictions may be placed on the participating contractor in order to best serve the customer (e.g. Austin Energy may require that participating contractor staff who received a complaint are not allowed to return to the customer site).
- D. **Legal Action or Criminal Prosecution:** When deemed necessary, certain violations may rise to a level that is associated with other legal actions or referred to the proper authorities for possible criminal prosecution. Participating Contractors involved in active litigation with Austin Energy or the City of Austin may be suspended from program participation.
- E. **Stop Work Notice:** Austin Energy may issue an immediate Stop Work Notice in the event the participating contractor is observed operating in a manner that is in violation of: Federal, State, or Local laws; contractual requirements; program requirements; or in a manner that is determined by the City to be in violation or is unsafe to either life or property. Upon notification, the participating contractor must cease work in accordance with the notice, until notified by the City that the violation or unsafe condition has been corrected. The participating contractor is liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

IV. GUIDELINES ON ADVERTISING AND LOGO USE

- A. Participating contractors performing work for City of Austin or Austin Energy programs and services may describe themselves as a "Participating Contractor". However, participating contractors shall not describe their firm in any context as "trade ally", "approved," "certified", "accredited", "affiliated with", "representing" or "recommended" by the City of Austin or Austin Energy, and shall not use any other descriptive term which might imply a special relationship with the City of Austin or Austin Energy, as well as implying that the City of Austin or Austin Energy warrants the abilities or work of the firm.
- B. Participating contractors shall not produce, or use without Austin Energy's permission, advertising or marketing materials that include any City of Austin or Austin Energy seals, logos, etc. Participating contractors may provide links to relevant Austin Energy web pages.
- C. Participating contractors shall not use, mention or make reference to the City of Austin, Austin Energy, or any Austin Energy program or service in their advertising or solicitation of business except where such use has been expressly permitted in advance in writing by Austin Energy (or as permitted in any contractual document between the participating contractor and City). Any such reference shall not cause confusion or

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misunderstanding as to the affiliation of the participating contractor with the City of Austin or Austin Energy or as to the source, sponsorship, or approval of the services advertised.

- D. Participating contractors shall not reference a City of Austin or Austin Energy program or service in any advertisement which makes claims or refers to a specific level of energy savings that customers may expect from energy efficiency products and services offered.
- E. For questions about marketing, advertising, solicitation of business, logos, seals, etc., participating contractors should contact the Austin Energy program or service in which they participate.

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COMPANY AGREEMENT

I, the undersigned and duly authorized representative of the below-listed company, have read and understand the Code of Conduct and Ethical Requirements, as well as all Austin Energy rules and guidelines established for the program or service in which my company participates. I warrant that I have the legal authority to bind the company and all its employees and agents to this agreement, and I understand that this agreement must be signed and submitted to Austin Energy to participate in Austin Energy programs and services.

On behalf of the company, I agree to conduct business in a professional, courteous, and ethical manner at all times and follow the Code of Conduct and Ethical Requirements as well as all applicable Austin Energy guidelines and requirements, which may be periodically revised. I acknowledge and agree that any failure to comply may result in legal action or suspension or revocation of my ability to participate in Austin Energy's programs and services. I agree that Austin Energy may go beyond these rules and guidelines to suspend or to remove a company from future participation for actions that Austin Energy, in its sole discretion, deems harmful to its customers or to the success of its programs and services.

I understand that this document is not a contract. I acknowledge that participation in Austin Energy's programs and services is not an entitlement, and the company is not dependent upon participation in any Austin Energy program or service. I agree that the City of Austin, through Austin Energy, is acting in a proprietary capacity to do business with companies who can best advance Austin Energy's own competitive and business objectives and may choose to end participation with any company for any reason.

Company name

Printed name and title of person authorized to conduct business and to bind the company
(e.g. President, CEO, Vice-President, Director, etc.)

Signature

Date (MM/DD/YYYY)

5/21/2020