



CPS Energy  
Small Business Solutions Program  
Program Manual



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# PROGRAM OVERVIEW

## PROGRAM DESCRIPTION

CPS Energy Small Business Solutions is a market transformation program designed to offer contractor and customer education on energy efficiency technologies, equip participating contractors with the tools they need to succeed in generating revenue from projects in the small business market, and offer substantial incentive rates needed to move small ( $\leq 100$  kW) businesses to install energy efficient products such as high efficiency lighting and refrigeration measures. The program overcomes market barriers by providing incentives to help pay for energy efficiency upgrades. In addition, CPS Energy Small Business Solutions connects customers with participating contractors that are qualified to provide design and installation services for energy efficient technologies and give customers any additional technical support to make them comfortable with the implementation of efficiency measures in their facilities.

CPS Energy have selected CLEAResult (Implementer) to serve as the program implementer for CPS Energy Small Business Solutions. The Implementer will conduct outreach to potential participating contractors who provide services to customers who are served by the CPS Energy distribution companies for this program.

The program design is a contractor direct install model enabling market transformation at the contractor and customer level. The program is based on contractor engagement and furthermore provides a Proposal Generation Software Application (Proposal App) to empower participating contractors and to streamline program participation. The participating contractor must use the CPS Energy Small Business Solutions Proposal App for lighting measures to participate in the program; no Customer Proposals for lighting measures will be accepted that were not generated by the Proposal App. All additional measures in the Measure Eligibility section will be reviewed and accepted through coordination of the Implementer and Participating Contractor. The Proposal App will enable participating contractors to:

- Perform facility surveys for measures listed in the "Measure Eligibility" section
- Generate Customer Proposals which (upon program approval) reserves incentives for the projects
- Obtain electronic customer signature
- Submit Customer Proposal to reserve program funds
- Track project and incentive status

The program focuses on educating and training participating contractors to provide customer support and will provide direct customer assistance as needed.

The program is designed uniquely for the small business market. This is a program intended to introduce energy efficiency to CPS Energy small business customers while providing substantial economic benefits to them. This program uses an expedited, simple solution appropriate for engaging contractors and nonresidential customers in energy efficiency projects. The program targets cost-effective equipment retrofits that replace inefficient technologies with high efficiency relatively low cost technologies, allowing the program to reduce the project costs enough to engage small businesses in energy efficiency project installation.

The program provides incentives using a performance based approach described in the section on Program Incentive Rates. Streamlined incentive application and verification and quality control processes are employed to facilitate ease of participation and minimize the time required for incentive payment. The program also equips contractors to participate in the program so they can improve their business while being a resource to drive projects.

## PROGRAM GOALS

CPS Energy Small Business Solutions is a market transformation program devised to achieve peak demand and energy savings by providing qualified contractors the direct support, tools, and training necessary to drive energy efficiency among small businesses within the CPS Energy service territory.

2019 kW Goal	2019 kWh Goal
2,974	12,967,728.32

These goals will be met primarily through the installation of lighting and refrigeration measures in CPS Energy service territory, as well as other measures as appropriate for customer facilities. See Measure Eligibility section for a list of measures that are eligible for program incentives.

## PARTICIPATING CONTRACTOR BENEFITS

There are many benefits for contractors participating in the program including incentive levels that offer inroads into the small business sector, incentives that are paid directly to the contractor, training opportunities and free access on the Proposal App.

The Proposal App is a valuable software tool developed for use with this program which is currently configured to collect existing and new equipment information for lighting measures, collect an electronic customer signature and submit Customer Proposals electronically, and can be used by participating contractors to track the status of their projects and incentive payments. See Participating Contractor Eligibility for more information on how participating contractors can access the Proposal App.

## CUSTOMER BENEFITS

The program seeks to help small business customers with high energy use by providing them with access to technical knowledge on energy assessments and financial incentives to improve the energy efficiency of their buildings. The program connects customers with participating contractors to provide assistance and perform lighting, refrigeration, and other energy efficiency installations. Participating contractors will work with each customer to identify their specific obstacles to adopting more energy efficient equipment or practices. Participating contractors will provide technical support to help customers identify and evaluate energy efficiency opportunities in order to determine which projects are viable. Participating contractors will also educate customers on energy efficient technologies and the technical criteria and non-technical considerations (aesthetics, maintenance impacts) to contemplate when selecting a product.

## PROGRAM INCENTIVE RATES

Incentives are paid to contractors based upon the estimated demand reduction resulting from qualified installations. The Program will pay \$550/kW reduced for customers with maximum peak demand of  $\leq 100$ , up to 80% of the project cost.

Sector	Program Incentives	Limitations
Small Business ( $\leq 100$ )	\$550 / peak kW reduced	Incentive $\leq 80\%$ project cost

## **PROGRAM MANAGEMENT AND CONTACTS**

The first contact for program information for participating contractors and customers is the Implementer:

CLEAResult

Phone: 1-855-496-3857

Email: [leslie.hernandez@clearesult.com](mailto:leslie.hernandez@clearesult.com)

## **PROGRAM DATES**

The program year runs from June 1, 2019 to January 31, 2020, or until the incentive budget is depleted.

- Program Year Start Date: June 1, 2019
- Project Completion Due Date: The program will pay the participating contractor for documented usage reduction produced from eligible energy efficiency measures that are completed no later than 60 days past the date of the signature on the Customer Proposal.

## **PROGRAM ROLES & RESPONSIBILITIES**

### PROGRAM SPONSOR (CPS Energy):

CPS Energy is responsible for

- Authorizing and issuing incentive payments for completed projects
- Selection and oversight of the Implementer

### IMPLEMENTER:

CLEAResult was selected by CPS Energy to serve as the Implementer for CPS Energy Small Business Solutions. The Implementer is responsible for:

- Conducting and/or assigning formal on-site pre- and post-installation inspections of eligible projects to approve kW and kWh savings and incentive amounts
- Conducting outreach to potential participating contractors
- Educating customers and providing technical assistance including identification of energy efficiency projects
- Approving eligibility and enrollment for customers
- Reviewing and approving Customer Proposals
- Oversight and training of participating contractors

### PARTICIPATING CONTRACTOR:

To participate in CPS Energy Small Business Solutions, participating contractors will be asked to fulfill the following Program requirements:

- Commit to the terms of the CPS Energy Small Business Solutions Participating Contractor Agreement
- Conduct a comprehensive facility survey with the Proposal App, or appropriate calculator
- Conduct facility surveys to identify energy efficiency projects that are eligible for incentives
- Educate customers and provide technical assistance including identification of energy efficiency opportunities
- Provide customers with Customer Proposals using the Proposal App, or appropriate calculator
- Obtain signed Customer Proposals and submit them to the Implementer



## PARTICIPATING CONTRACTOR ELIGIBILITY

Any contractor who submits a completed and approved Participating Contractor Agreement and agrees to fulfill the role of the participating contractor as laid out in Roles and Responsibilities may participate in the Program. To view contractor eligibility requirements, reference the Participating Contractor Agreement in Appendix F.

Participating contractors have the right and responsibility to use the Proposal App that was designed for use with this program. Access and training on the Proposal App will be as follows:

- The tool will be provided at no cost to participating contractors
- After submitting necessary paperwork to become a participating contractor, they will attend training on effective use of the Proposal App. Instructions for accessing the Proposal App will be provided during this training
- The Proposal App can be installed on a PC, notebook, or an iPad/iPad Mini
- If for any reason the participating contractor loses the right to participate in the program, the Proposal App will be remotely deactivated

## MEASURE ELIGIBILITY

CPS Energy offers incentives for the following measures:

Eligible Deemed Savings Measures	
Lighting Efficiency	<ul style="list-style-type: none"><li>• Linear Fluorescent lamp and ballast replacements</li><li>• High-intensity discharge (HID) fixture replacements</li><li>• LED interior and exterior lamps and fixtures</li><li>• Lighting Occupancy Controls</li></ul>
Refrigeration	<ul style="list-style-type: none"><li>• Electric Defrost Controls</li><li>• ECM Evaporator Fan Motors</li><li>• Evaporator Fan Controls</li><li>• Cooler Night Covers</li><li>• Strip Curtains</li><li>• Door Heater Controls</li></ul>

CPS Energy efficiency programs also provide incentives for qualified outdoor lighting measures, which result in **non-coincident peak** energy savings. Most commonly, this includes exterior lighting that operates throughout the night (dusk to dawn). Typical dusk-to-dawn exterior lighting applications include parking lots, streetlights, gas station canopies, security lighting (e.g. wall packs), decorative post top fixtures, and landscape lighting.

CPS Energy offers the following incentives based on peak electric demand:

- For qualified “small business” customers ( $\leq 100$  kW) incentives are = \$550 / peak kW reduced, up to 80% of project costs (Incentive  $\leq$  80% project cost)
- A participating contractor may submit one Customer Proposal per property



- A participating contractor may agree to install additional measures; however only installed measures that meet the requirements of the program will receive incentives
- Costs in excess of the incentive amount, costs related to any measure not on the prescribed list, and costs for any measure on the prescribed list that exceed the program project cap are the responsibility of the customer
- Customer Proposals are accepted until 1) all funding is submitted 2) the program completion date comes to pass, or 3) the program is discontinued for any reason. The incentive is payable upon the verified completion of the project (as described in the Customer Proposal). The process for oversubscription is included in the Limits on Participation section
- Program incentives will be paid directly to the participating contractor after the project is completed, documented and verified (post-inspection is required). Checks will be issued within 30 days of project verification
- No participating contractor has an unconditional entitlement to program incentive funds

## **SAVINGS CALCULATIONS AND VERIFICATION**

The program will provide post-inspections, deemed savings calculations, and other verification activities.

M&V procedures will vary in detail and rigor depending on the measures installed. For each installed measure, the chosen procedures will depend upon the predictability of equipment operation, the availability of evaluation data from previous programs, and the benefits of the chosen M&V approach relative to its cost.

All lighting products installed that receive program incentives must meet the Lighting Product Quality Requirements provided in Appendix A.

All projects submitted by each participating contractor may be subject to a pre-inspection to verify:

- Correct facility type
- Existing equipment type and number of units/fixtures
- Recommended measures
- Customer satisfaction

All projects installed may be subject to a post-inspection to verify:

- Installed new equipment type and number of units/fixtures
- Quality of installation
- Operating hours reported in survey
- Customer satisfaction

## **Program Processes**

### **PROGRAM IMPLEMENTATION AND DELIVERY**

Key elements of the program implementation strategy include:

- Trade ally recruitment and training: The program will recruit and train a limited number of contractors to perform facility surveys, identify potential lighting projects and/ or other energy efficiency opportunities. Contractors will be recruited to participate in training sessions regarding program incentives, participation processes and requirements, and use of the Proposal App



- Customer recruitment: Customers will be recruited through outreach conducted by the Implementer and participating contractors
- Technical assistance: The Implementer will guide customers and participating contractors through the participation process to maximize knowledge of program processes and requirements and to overcome barriers to participation. Where needed, the Implementer will also provide technical assistance to customers to identify and implement cost-effective energy efficiency measures
- QA/QC review: Customer Proposals will be subject to a quality assurance review by program technical staff to ensure accuracy of savings and incentive calculations
- Project verification: CPS Energy and the Implementer reserve the right to site-verify installations prior to project approval. All projects may receive a post-inspection by the Implementer prior to incentive payment

## **CUSTOMER PROPOSAL PROCESS**

Once a participating contractor has been approved for the program, the participating contractor may begin submitting projects via a Customer Proposal for approval. Project approval by the Implementer is required before incentive funds are reserved.

Below is a step-by-step process by which a participating contractor may identify a project opportunity and have it accepted into the program with financial incentives reserved. The incentive for a project is paid following this process:

- Qualifying Participant Verification
- Facility Assessment
- Signed Customer Proposal
- Pre-Installation Inspection
- Project Approved / Incentives Reserved
- Project Installation
- Project Completion Notice
- Post-Installation Inspection
- Incentive Payment

## **PROJECT IDENTIFICATION**

Participating contractors conduct facility surveys for qualified small businesses. Qualified small businesses that accept program-provided surveys are asked to sign a Customer Proposal on the date of the survey. Upon receipt of a signed Customer Proposal, the Implementer will review the Customer Proposal for completeness and eligibility. The Implementer may deny approval of a Customer Proposal for a variety of reasons, including, but not limited to:

- The Customer Proposal is incomplete
- The Customer Proposal is received after all funding has been reserved by other participating contractors
- The participating contractor fails to meet program requirements
- The participating contractor fails to submit the required supporting documentation
- The participating contractor is found to have made material misrepresentations in the Customer Proposal
- The participating contractor fails to comply with applicable federal, state and local laws and regulations. Specifically if participating contractor's status changes after initial qualification and enrollment

If the Implementer denies approval of a Customer Proposal, the Implementer will follow up with the participating contractor to request specific information or recommend specific steps to revise the Customer Proposal. The participating contractor can submit the revised Customer Proposal and the Implementer will consider it for approval after the new submission is received.

The participating contractor will follow up with qualified small businesses that accept surveys but do not move ahead with projects. Participating contractors are expected to exert their best efforts to submit and complete viable projects. The program is not intended to simply provide assessments and customer education. It is intended to stimulate the installation of improvement projects that result in verifiable energy savings for customers, provide business for participating contractors, and add to the local economy.

### PRE-INSTALLATION INSPECTION

The Implementer will send an inspector to the site or sites to perform a pre-installation inspection (if required) and then notify the customer stating that incentive funding has been reserved for the project(s). A pre-installation inspection must pass before any installation work can begin. If pre-installation inspection fails, the Customer Proposal will be reviewed and updated to depict corrections.

Incentives are subject to availability and reservation. In order to receive incentives from the program, participating contractors must first reserve incentives by completing and submitting a signed Customer Proposal for each individual project. The Implementer will review submitted Customer Proposals and approve eligible projects for an initial incentive reservation. The Implementer will update the participating contractor if any significant changes are made to the incentive amount reserved for their projects. For more information, please see the "Limits on Participation" section below.

### PROJECT INSTALLATION

Upon completion and written approval of the pre-installation inspection, the participating contractor proceeds with the project installation. Participating contractor must complete the project installation within 60 days of the proposal submission and notify the Implementer immediately of any and all changes to the project scope, equipment selection, or timeline during installation.

### PROJECT COMPLETION NOTICE

After the project has been installed, the participating contractor will notify the Implementer of the project's completion as soon as possible in order to arrange a post-installation inspection of the project. The participating contractor is expected to work with the Implementer to confirm (and update if necessary) the supporting documentation that accompanied the approved Customer Proposal for the now completed project.

### POST INSTALLATION INSPECTION

Once the project is completed, the Implementer schedules a post-installation inspection (if required). Using the most recent project documentation, a program inspector will visit the site or sites to verify the equipment has been replaced as indicated. The participating contractor must provide a knowledgeable representative to accompany the inspector on the post-installation inspection.

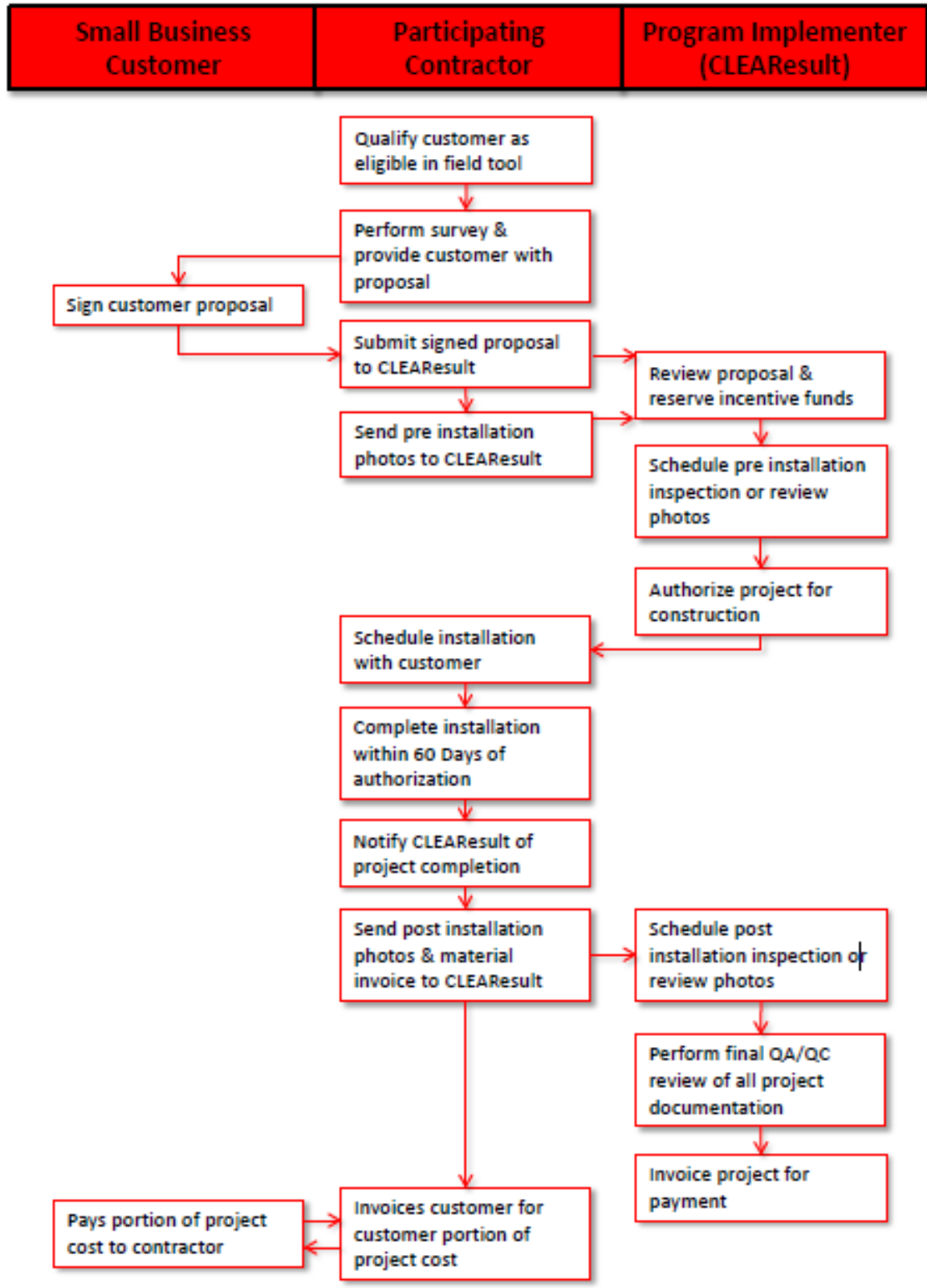
### INSPECTION POLICY

The Implementer will pre and post inspect 100% of the first five projects. Once a contractor successfully passes the initial five period an ongoing QC process will be implemented requiring 100% verification on all documentation, and inspections of 10% of total project installations – proportionate to contractor project volume. If a contractor is observed repeatedly failing inspections, or not meeting customer satisfaction requirements, a three strikes policy consisting of an initial notification and correction, probation, and finally program exclusion will be implemented.

## **INCENTIVE PAYMENT PROCESS**

Any incentives received through the program are paid directly to the participating contractor after the project is completed, verified, and a post-installation inspection is conducted. Using the results of the post-installation inspection, the Implementer will determine the eligible peak demand savings (kW) and annual energy savings (kWh/yr) for the project and determine the amount of incentives due to the participating contractor. The program is not under any obligation to provide a participating contractor with more incentives than the amount reserved by the Customer Proposal for any project, even if the participating contractor achieves greater energy savings by the project than were estimated. However, if budget is still available when a project achieves greater energy savings than estimated, the Implementer has the option to pay the participating contractor more than the amount reserved, up to the incentive calculated by the achieved energy savings. For additional details on how incentive payments are determined, scheduled, and paid, please see the “Measure Eligibility” section in this manual.

# CONTRACTOR PROCESS WORKFLOW



## QUALITY MANAGEMENT SYSTEM

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### Quality Assurance

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#### Program Process Training (QA)

- The participating contractor will perform an initial survey to identify energy efficiency opportunities. The participating contractor will work with the customer to identify cost-effective upgrades based on the survey findings and their specific needs
- Participating contractors will be educated about the program's process for identifying and incentivizing energy efficiency projects

#### Customer Proposal Review (QA)

- Customer Proposals are reviewed and verified by the Implementer

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### Quality Control

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#### Post-Installation Inspections (QC)

- All projects may receive a pre-inspection. All projects may receive a post-inspection. Any issues noted during the inspections will be discussed with the participating contractors and recommendations for program compliance will be made. Any changes in project scope identified during the post-inspection may result in an adjustment of projected savings and incentive amount

#### Customer Satisfaction Surveys (QC)

- The Implementer may conduct Customer Satisfaction Surveys

## LIMITS ON PARTICIPATION

Incentive budgets available through the program are limited and are made available to participating contractors on a first come, first served basis. In the event that incentive reservations exceed the program budget for incentives, the program is considered fully or over-subscribed. If oversubscription to the program should arise, participating contractors will be placed on a waiting list, in the order of when the Customer Proposal was received. Participating Contractors on the waiting list may be able to reserve program incentive funding if projects are cancelled and funds become available.

## PROGRAM NON-CONFORMANCE

### CUSTOMER SATISFACTION

Customers are encouraged to contact program contacts listed on page 14 to report and resolve any complaints about the program.

Receiving direct feedback from customers is an essential part the QA process. Customer feedback can help determine customer satisfaction, program compliance, and identify high and low performing contractors. Customer satisfaction feedback can result in a corrective action (see below: Addressing Non-Conformances and Failures).

### ADDRESSING NON-CONFORMANCES AND FAILURES

Non-conformance occurs whenever the acceptable variance for a quality indicator is not met or the installation does not measure up to the state and local building standards. The following qualify as non-conformance:

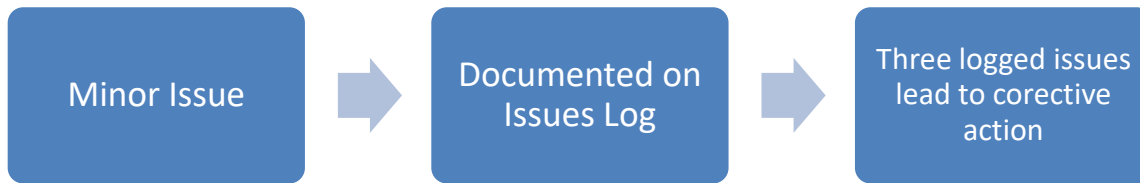
- Installed measures that do not meet industry best practices and standards
- Incorrect incentive amounts based on inspection findings
- Customer or measure eligibility issues

- Customer dissatisfaction

### CRITICAL AND NON-CRITICAL ISSUES

Critical issues will move directly to a corrective action that may include a suspension or removal from program participation.

Non-critical issues are things that do not adversely impact the kW and kWh savings and incentive calculations, but that are not accurately recorded and reported, such as equipment model numbers, will be recorded in an Issue Log. If a contractor has repetitive non-critical issues reported on the Issue Log it will be deemed as a systemic issue and will be addressed with a Corrective Action



## **PROGRAM CONTACT INFORMATION**

For questions on program implementation including inspections, payment questions, participation questions, etc., contact:

CLEAResult  
Leslie Hernandez  
1-855-496-3857  
[leslie.hernandez@clearesult.com](mailto:leslie.hernandez@clearesult.com)

## **DISCLAIMERS**

The selection of a participating contractor to perform work is the sole decision of the property owner, customer, and/or authorized lessee/occupant. Inclusion of a contractor in the participating contractor list for the program does not constitute an endorsement of any product, individual, or company by CPS Energy or the Implementer. Work performed by participating contractors is not guaranteed or subject to any representation or warranty, either expressed, implied or otherwise, by either CPS Energy or the Implementer. Neither CPS Energy nor Implementer make any guarantee or any other representation or warranty, expressed, implied or otherwise, as to the quality, cost, or effectiveness of any product(s) provided or work(s) performed by any participating contractor, any participating contractor employees, subcontractors, or supplies. Energy efficiency gains are subject to a number of variable conditions and circumstances. While it is the intent of the program to achieve energy efficiencies, neither CPS Energy nor Implementer warrants that any specific energy efficiency gains will be achieved for a particular customer under the program

## APPENDICES

Appendix A	QAQC Requirements
Appendix B	Definitions
Appendix C	Sample Customer Proposal
Appendix D	Frequently Asked Questions
Appendix E	Program Marketing Material
Appendix F	Participating Contractor Agreement



## **APPENDIX A:**

### **QAQC REQUIREMENTS**

All products installed as part of CPS Energy Small Business Solutions must meet the following Quality Requirements in order to receive program incentives.

#### **SUMMARY OF LIGHTING QUALITY REQUIREMENTS**

- Ballast, lamp, LED product and control check have been rolled into a broader *Equipment Checks* step
- Ballast Check
  - Requirements for 8-foot T8 systems, where system efficacy (incl. ballast and lamps) must be greater or equal to 80 mean lumens per watt (MLPW)
  - CEE qualified ballast requirements now extend to ballasts running 2-foot, 3-foot, 4-ft 30W, and U-bend T-8 lamps
- Lamp Check
  - Requirements for 8-foot T8 systems, where system efficacy (incl. ballast and lamps) must be greater or equal to 80 mean lumens per watt (MLPW)
  - Requirements for 2-foot, 3-foot, U-bend, and 30W 4-foot T8 lamps as well as for 21.5"/22.5" Reduced Watt long twin tube CFL (CFT40W) lamps
- LED Product Checks, similar to ballast/lamp checks, have been added
  - Resolutions to special cases where unqualified LEDs cannot be avoided
- For 4-foot T8 system retrofits, only CEE-approved T8 lamps and CEE-approved premium efficiency ballasts qualify. Similar requirements apply to 2-foot, 3-foot, U-bend and 30W 4-foot T8 lamps and ballasts and 8-foot T8 lamps
- There are special procedures described at the end of this section for re-lamping projects

#### **LIGHTING PROJECT DOCUMENT REQUIREMENTS**

All deemed savings projects require complete documentation of the items below:

- If invoice or shipping receipt cannot be obtained, legible photo documentation will be required
- Insufficient equipment documentation will result in reduced savings or disqualification of the project
- Project Invoices or Shipping Receipts that contain legible part numbers and quantities for all project ballast, lamp, LED product and control equipment are required
- CEE Ballast requirements that went into effect in 2011 will be monitored and validated against required invoice/receipt/photo documentation
- CEE lamp requirements that went into effect in 2011 will be monitored and validated against required invoice/receipt/photo documentation
- LEDs with insufficient documentation will be treated as unqualified LEDs and cannot receive program incentives
- Fixture Counts
- Fixture Type
- Fixture Location

- Equipment Checks: Ballast, Lamp, LED product, and Control
- Building Type
- Number of Non-Operating Fixtures
- Inspection

Please note the following:

- Any fixtures or areas NOT represented in a pre-inspection form for retrofit projects do not qualify for savings. Multiple pre-inspection forms may be completed for a project prior to removal
- A retrofit project will be considered non-compliant only if building type changes (e.g., warehouse converted to an office building) and/or the building is demolished to the structure (i.e., gutted).

## **LIGHTING PROJECT REQUIREMENTS/DEEMED EQUIPMENT REQUIREMENTS**

### **BALLAST CHECK—RETROFIT**

- Only premium ballasts will be allowed
- Only CEE- approved ballasts will be considered premium ballasts for 2-foot, 3-foot, U-bend and 4-foot T8 systems. Must be validated by Project Invoice, or Shipping Receipt or Photo documentation. Consult CEE Web site for the latest listings: <http://www.cee1.org/com/com-lt/lamps-ballasts.xls>
- 8-foot T8 systems (lamp and ballast combination) must meet the total system efficacy requirements shown in the Non- CEE Specifications for T8 Lamps and Ballasts table below to be considered premium.
  - Specification sheet on all 8-foot lamps must be provided showing the part number, the mean lumens, the rated life, and the CRI; Part number must be validated by Project Invoice, or Shipping Receipt or Photo documentation.
- Project invoice or shipping receipt documentation is required to verify savings and eligibility. Legible part numbers and quantities of all installed ballasts must be included

*If invoice or shipping receipt cannot be obtained, legible photo documentation of ballast part numbers installed in field will be required for the fixtures identified.*

### **LAMP CHECK—RETROFIT**

- Only premium lamps, as defined below, will be allowed.
- 4-foot T8 Lamps: Only CEE- approved lamps will be considered premium lamps. Must be validated by Project Invoice, or Shipping Receipt and Photo documentation. Consult CEE Web site for the latest listings: <http://www.cee1.org/com/com-lt/lamps-ballasts.xls>
- 2-foot, 3-foot, U-bend, 30W 4-foot, 8-foot T8, and CFT40W long twin tube CFL lamps must meet all the applicable requirements in the table below to be considered premium
  - Specification sheet on the lamps must be provided showing the part number, the mean lumens, the rated life, and the CRI; Part number must be validated by Project Invoice, or Shipping Receipt or Photo documentation
- Project invoice or shipping receipt documentation is required to verify savings and eligibility. Legible part numbers and quantities of all installed lamps must be included

	Minimum Mean Lumens per Watt (MLPW)	Color Rendering Index (CRI)	Rated Lamp Life (hrs.)
2-foot T8 and Reduced Wattage Lamps	75 MLPW*	>80	20,000
3-foot T8 and Reduced Wattage Lamps	75 MLPW*	>80	20,000
4-foot T8 30W Reduced Wattage Lamps	80 MLPW*	>80	24,000
8-foot T8 Lamp and Ballast Systems	80 MLPW**	>80	18,000
22.5" U-Bend T8 Lamps	80 MLPW*	>80	18,000
21.5"/22.5" Reduced Watt long twin tube CFL (CFT40W)	92 MLPW*	>80	20,000

\* Lamp Efficacy = Mean Lumens/Lamp Wattage

\*\* System Efficacy = Mean System Lumens/System Wattage; Lamp and Ballast performance taken together.

## LED PRODUCT CHECK

- Particular products or applications are subject to either ENERGY STAR or DLC requirements, but never both. See LED Product Qualification Listing below for a listing of what products/applications are currently covered by what approval body and go to the appropriate link shown to see if a particular product has been approved<sup>1</sup>
- Only LEDs that appear on the approved listings qualify for incentives
- Project invoice or shipping receipt documentation is required to verify savings and eligibility; Legible part numbers and quantities of all installed LEDs must be included
- Legible photo documentation of LED part numbers installed in field will be required for the fixtures identified
- Resolutions to special cases where unqualified LEDs cannot be avoided on a project are provided at the end of this LED section
- LED products with insufficient documentation will be treated as unqualified LEDs and will not receive program incentives

<sup>1</sup> Products and Applications are added or dropped by these approval bodies periodically, so please check the links provided for the most up-to- date information

## LED Product Qualification Listings

<b>Energy Star LED Lamps (Bulbs)</b> <a href="http://www.energystar.gov">http://www.energystar.gov</a>	<ul style="list-style-type: none"> <li>• Integral Lamps – “LED Light Bulbs”</li> </ul>	
<b>Energy Star LED Fixtures</b> <a href="http://www.energystar.gov">http://www.energystar.gov</a>	<ul style="list-style-type: none"> <li>• Recessed Downlights</li> <li>• Under Cabinet task lighting</li> <li>• Desk task lamps</li> </ul>	
<b>Design Lights Consortium (DLC) LED Fixtures</b> <a href="http://www.designlights.org">http://www.designlights.org</a>	<ul style="list-style-type: none"> <li>• Outdoor Area/Roadway</li> <li>• Outdoor Decorative</li> <li>• Outdoor Wall-Mount</li> <li>• Parking Garage</li> <li>• Track and Directional</li> <li>• Refrigerated Case-Horizontal</li> <li>• Refrigerated Case-Vertical</li> <li>• Display Case-Vertical</li> <li>• Display Case</li> </ul>	<ul style="list-style-type: none"> <li>• 2x4, 2x2, 1x4 troffers</li> <li>• Floodlights</li> <li>• Retrofit Kits</li> <li>• Highbay/Highbay Aisle/Lowbay</li> <li>• Fuel Pump Canopy</li> <li>• 4-foot Linear Replacement Lamps</li> <li>• Bollards</li> <li>• Wall-wash Luminaires</li> </ul>
<b>Lighting Design Lab Lamps &amp; Tubes</b> <a href="http://www.lightingdesignlab.com">http://www.lightingdesignlab.com</a>	<ul style="list-style-type: none"> <li>• 3', 4' Linear Replacement</li> <li>• LED Screw in Lamps</li> <li>• Globe</li> </ul>	<ul style="list-style-type: none"> <li>• U-Bend Lamps</li> <li>• HID Replacement</li> </ul>
<b>Lighting Design Lab Fixtures</b> <a href="http://www.lightingdesignlab.com">http://www.lightingdesignlab.com</a>	<ul style="list-style-type: none"> <li>• Canopy Luminaires</li> <li>• Cove Lights</li> <li>• Display/Refrigeration Case/Sign Lighting</li> <li>• Fuel Pump Canopy</li> <li>• HID Replacements</li> <li>• High-bay/Low-bay (including Aisle)</li> <li>• Interior Wall/Ceiling-Mounted Decorative</li> <li>• Linear Luminaires (Direct)</li> <li>• Linear Luminaires (Indirect/Direct)</li> <li>• Linear Panels (Troffers)</li> </ul>	<ul style="list-style-type: none"> <li>• Linear Panels (Troffers) retrofit</li> <li>• Outdoor Pole-Mounted Area and Roadway</li> <li>• Outdoor Pole-Mounted Area</li> <li>• Outdoor Wall/Ground-Mounted Luminaire</li> <li>• Outdoor Wall/Ground-Mounted</li> <li>• Parking Garage/Canopy Fixtures</li> <li>• Parking Garage/Canopy</li> <li>• Recessed, Surface and Pendant-Mounted Downlights</li> <li>• Wall Wash Luminaires</li> <li>• Wall Wash Luminaires (sconce)</li> </ul>
<b>DOE Lighting Facts</b> <a href="http://www.lightingfacts.com">http://www.lightingfacts.com</a>	<ul style="list-style-type: none"> <li>• Luminaire</li> <li>• Lamp</li> <li>• Retrofit Kit</li> </ul>	

## SPECIAL CASE RESOLUTIONS FOR UNQUALIFIED LEDs

- If unqualified LEDs are included in a retrofit project, options include:
  - Get qualified LED products substituted
  - Seek qualification of the product through one of the approved options listed
  - Use the pre-retrofit fixture code for both pre and post
- If unqualified LED makes up a significant portion of a project, options include:
  - Get qualified LED products substituted
  - Seek qualification of the product through one of the approved options listed

- In-house qualification – This option is not recommended by the Implementer’s engineering services due to the costs involved (~ \$1,500/fixture), but an analysis can be performed if:
  - It is requested by a Program Manager
  - The Implementer’s engineering services determines that there is a good chance the product will meet qualification criteria

## **CONTROL CHECK**

- Select the appropriate control type or combination of control types for both pre and post, as is applicable to the project
- Project invoice or shipping receipt documentation is required to verify savings and eligibility. Legible part numbers and quantities of all installed controls must be included
- If invoice or shipping receipt cannot be obtained, photo documentation of controls installed in field will be required for the controls identified

## **RE-LAMPING PROJECTS FOR LINEAR FLUORESCENTS**

- Project Invoice or Shipping Receipt is required (as outlined in the Equipment Check) to validate lamp eligibility
- Reduced-wattage lamps used in re-lamping projects must be premium lamps
- Lamp Checks will be performed
- For projects that involve whole system (lamp and ballast) change outs, use the standard program Lighting Survey Form to document those savings
- De-lamping outside the context of full system (lamp and ballast) change out is not eligible

## **SUMMARY OF NON-LIGHTING QUALITY REQUIREMENTS**

Pending the incorporation of non-lighting energy efficiency measures into the Proposal App, all non-lighting measures meeting the requirements of PUCT energy efficiency rule 25.181 will be handled individually between the coordination of the participating contractor and the Implementer.

## **APPENDIX B:**

### **DEFINITIONS**

**Customer Proposal** – In order to qualify as a participant and reserve financial incentives through CPS Energy Small Business Solutions, participating contractor must submit a signed Customer Proposal, and provide complete details on the location, account, etc., of the participating customer.

**Deemed Savings** – A set of pre-determined, validated estimates of energy and peak demand savings attributable to energy efficiency measures in particular types of applications that an electric utility may use instead of energy and peak demand savings determined through measurement and verification activities.

**Demand Savings (kW)** – Peak demand savings that have been approved using one of the eligible measurement and verification protocols as set forth in this Program Manual.

**Estimated Incentive Payment** – Contained in the Customer Proposal (once approved by the Implementer), this is the amount of incentives reserved in the program budget for the list of committed projects. The Program will pay \$550/kW reduced for customers with maximum peak demand of  $\leq 100$ , up to 80% of the project cost.

**Participating Contractor Agreement** – Non-binding agreement signed and submitted by participating contractor, stating their intent to participate in the program.

**Peak demand** – Electrical demand at the times of highest annual demand on the utility's system.

**Peak demand reduction** – Reduction in demand on the utility system throughout the utility system's peak period.

**Peak period** – For the purpose of this section, the peak period consists of the hours from one p.m. to seven p.m., during the months of June, July, August, and September, excluding weekends and Federal holidays.

**Post-Installation Inspection** – Inspection performed after installation of new equipment. Post installation inspection verifies actual installed measure(s) to verify resulting deemed or measured and verified demand and energy savings.

**Pre-Installation Inspection** – Inspection performed prior to any replacement of existing equipment, device, or structural energy efficiency measures (windows, window film, roof coatings, etc.) to validate and collect data on existing equipment and measures.

# APPENDIX C:

## SAMPLE CUSTOMER PROPOSAL



### AEP Texas North Company

1/3/2014  
 jime jones  
 417 HUTCHINS AVE  
 BALLINGER, TX 76821

Dear jime jones,  
 Open Field Tool is pleased to present this Project Summary for the equipment survey performed at your facility by John Doe.

The Project Summary outlines your facility's energy-saving opportunity(s) in Open. To encourage your business to install more energy-efficient equipment, this program will pay a substantial portion of the project costs directly to the participating contractor on your behalf. The amount paid to the contractor is based on the amount of kilowatts reduced by your project. Your investment in the project costs will not exceed the amount listed as Customer Cost in the Project Savings Section.

The existing equipment at your facility may be verified prior to the installation of your new energy-efficient technologies. I will coordinate this with you, so that it is scheduled at your convenience. Once the installation is complete, verification of the installed equipment is required. You are not obligated to pay your portion of the project cost until the project is complete.

**Right to Cancel:**  
 You have three days after you receive a printed copy of this agreement from the Contractor to cancel this agreement. If you have canceled this agreement, contact the contractor or the Program Representative: 1-855-496-3857 or open@aepefficiency.com. AEP Texas Energy Efficiency: Rhonda Fahrlende  
[www.aepefficiency.com](http://www.aepefficiency.com)

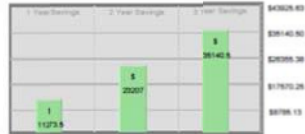
Attached please find the Project Savings Summary.  
 Sincerely,  
 John Doe

#### PROJECT SAVINGS SUMMARY

<b>Customer Information:</b> Cam's Car Wash, Cam's Car Wash, Jim Cain, 132664 Street Dr., Austin, TX 78748
<b>Contractor Information:</b> John Doe, Open Field Tool, ...
<b>PROJECT SAVINGS*</b> Estimated Annual Bill Savings: \$ 11933.5 Project Cost: \$6600 Project Incentive: \$ 5940 Included Non-EE Costs: \$ Customer Cost: \$ 660 Project Payback: 0.66 months Estimated kW Savings: 15.9 Estimated kWh Savings: 119335 <small>* Savings are based on \$ 0.1 per kWh utility rate</small>

The table below shows a brief overview of your estimated return on investment as well as the estimated annual savings that may be realized from the installation of the energy-efficient equipment.

1 Year savings: \$ 11273.5  
 2 Year savings: \$ 23207  
 3 Year savings: \$ 35140.5  
 Annual cost savings: \$ 11933.5  
 Project cost to customer: \$ 660  
 Payback 0.66months



#### ANNUAL CARBON IMPACT

Based on your total estimated annual kWh savings, your total greenhouse gas reduction is:

- 84.25 metric tons of carbon dioxide

That is equivalent to eliminating the greenhouse gas emissions of:

- 17.54 passenger vehicles
- 9439.40 gallons of gasoline
- 12.65 homes

(Source: <http://www.epa.gov/cleanenergy/energyresources/calculator.html> on 01/01/2013)



## **APPENDIX D:**

### **FREQUENTLY ASKED QUESTIONS**

#### **FOR CUSTOMERS**

##### **Q1. What is the Program?**

A1. CPS Energy Small Business Solutions brings energy efficiency solutions to small businesses. The program offers the following incentives to eligible customers:

- Free, no-obligation facility assessment to identify potential energy-saving opportunities
- Recommendations and estimates of energy savings, project costs, and payback periods
- Installation of approved energy-saving equipment by a local pre-qualified contractor
- Incentives paid directly to the installation contractor by the program
- Ongoing reduction in energy costs

##### **Q2. How do I know if I am an eligible customer?**

A2. CPS Energy Small Business Solutions is available to non-residential commercial class customers with a valid CPS Energy account number and 100 kW maximum billing demand.

##### **Q3. Which products qualify for incentives?**

A3. Incentives are available through a participating contractor for qualifying high efficiency lighting and refrigeration technologies. Incentives will be reflected as a discount on your contractor's bill.

##### **Q4. How do I find a participating contractor?**

A4. Visit <https://commercial.savenow.cpsenergy.com/small-business/contractors/> for a list of participating CPS Energy contractors and their contact information.

#### **FOR CONTRACTORS**

##### **Q1. What are the incentives?**

A1. The Program will pay \$550/kW reduced for customers with maximum peak demand of  $\leq 100$  kW, up to 80% of the project cost.

##### **Q2. How do I get involved?**

A2. Visit <https://commercial.savenow.cpsenergy.com/small-business/> or contact a CPS Energy Small Business Solutions representative at 1-855-496-3857.

##### **Q3. How do I schedule a training session?**

A3. Contact Leslie Hernandez at [leslie.hernandez@clearesult.com](mailto:leslie.hernandez@clearesult.com) to schedule a training session.

##### **Q4. What's involved in training?**

A4. Participating contractors will participate in classroom and field training using the Proposal Generation Software Application (Proposal App), which enables contractors to do the following:

- Perform facility surveys for measures listed in the "Measure Eligibility" section
- Generate Customer Proposals which (upon program approval) reserves incentives for the projects
- Obtain electronic customer signature
- Submit Customer Proposal to reserve program funds
- Track project and incentive status

##### **Q5. How much does the field tool cost?**

A5. The Proposal App is provided to approved participating contractors free of charge, upon completion of the Participating Contractor Agreement. Any participating contractor wishing to utilize the Proposal App will be responsible for acquiring his/her own mobile device.

**APPENDIX E:**

**MARKETING MATERIALS**

**APPENDIX F:**

**Program Agreement**

## CPS Small Business Solutions Program

### CONTRACTOR PARTICIPATION AGREEMENT

COMPANY INFORMATION			
<b>My company is applying to be a participating contractor in the CPS Small Business Solutions program.</b>			
Business Name:		Contact Name:	
Business Address:			Number of Employees:
City:		State:	Zip:
Email:		Office Phone :	Mobile Phone:
MAILING AND INCENTIVE INFORMATION			
Mailing Address:			
City:		State:	Zip:
Company Tax ID or SSN:			
CERTIFICATION(S) & EXPERIENCE			
<b>I am currently experienced and ready to perform the following services. I acknowledge that some of these program measures require additional training verification (check all that apply):</b>			
<input type="checkbox"/> Lighting Controls and Retrofits	<input type="checkbox"/> HVAC/Controls and Equipment Replacement	<input type="checkbox"/> Refrigeration	<input type="checkbox"/> Water Saving Measures
BUSINESS CAPABILITY:			
<b>I confirm that I have the following to demonstrate business capability (not applicable for architectural or engineering firms):</b>			
<input type="checkbox"/> Satisfactory Dun and Bradstreet Rating		DUNS ID:	
<b>Or at least TWO of the following:</b>			
<input type="checkbox"/> Banking reference*	<input type="checkbox"/> Three professional/trade references*	<input type="checkbox"/> Principals of Company have satisfactory credit score/no outstanding liens/judgments*	
<i>*Use table below to complete required reference or principal information</i>			
Banking Reference:			
Email:		Phone:	
Address:			
Reference/Principal Name 1:			
Email:		Phone:	
Address:			
Reference/Principal Name 2:			
Email:		Phone:	
Address:			
Reference/Principal Name 3:			
Email:		Phone:	
Address:			

INSURANCE:		
<p>Contractor shall maintain the following types of insurance at the following minimum levels of coverage for the life of this Agreement:</p> <ul style="list-style-type: none"> <li>• Commercial General Liability (\$1,000,000 per event of bodily injury, property damage or personal injury or death)</li> <li>• Automotive Liability (\$1,000,000 combined single limit, including coverage over owned, non-owned and hired vehicles)</li> <li>• Workers' Compensation (in accordance with statutory minimums, but including no less than Employer's Liability of \$1,000,000 per event of injury or death each accident)</li> </ul> <p>If any policy of insurance required is subject to a general aggregate limit, then such aggregate limit shall be at least twice the event limit. Each certificate of insurance shall list CLEARResult and Sponsor (as defined below) as additional insured on a primary, non-contributory basis. Contractor shall waive all rights of recovery against CLEARResult, Sponsor, and any of their respective affiliates for any loss or damage covered by the policy. Evidence of this requirement shall be noted on all certificates of insurance provided to CLEARResult. CLEARResult shall be listed as a certificate holder with each insurance agency providing certificates so as to facilitate notifications related to changes in coverage.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> Certificate of Insurance is Attached

## Program Overview

The City of San Antonio, acting through the City Public Service Board of San Antonio, Texas ("CPS Energy") is offering the CPS Small Business Solutions Program (the "Program") as part of its commercial Energy Efficiency programs, to improve the energy efficiency of small commercial facilities located within CPS Energy's service territory. CPS Energy has contracted with CLEARResult to promote and administer the program.

### Contractor Network Benefits

The Program provides the following benefits to participating contractors:

- Complimentary training and support on the Proposal Generation Software Application ("Proposal App") to quantify and demonstrate the value of energy efficiency opportunities and incentives provided by the Program
- Access to support staff who are available to assist in clarifying Program processes and use of the Proposal App
- The opportunity to promote and market the Program to customers of CPS Energy
- The opportunity to offer high levels of electric demand saving-based incentives aimed at increasing customer adoption of energy efficiency measures

## Enrollment Instructions

**Step 1:** Complete a Contractor Participation Agreement.

**Step 2:** Complete a W-9

**Step 3:** Submit completed Contractor Participation Agreement, W-9, certificate of insurance, and copies of required licenses and/or training certificates (if applicable) via email or mail:

Email: TBD  
 Mail: CPS Small Business Solutions  
 CLEARResult  
 4301 Westbank Dr  
 Building A – Suite 100  
 Austin, TX 78746

**Step 4:** Submit certificates of insurance and copies of required licenses and/or training certificates (if applicable) at least annually, and upon any material revisions or cancellations, to CLEARResult via email or mail listed above.



## CPS Small Business Solutions Program

### CONTRACTOR PARTICIPATION AGREEMENT

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After your Agreement is received, a Program representative will contact you to confirm receipt and continue the enrollment process. Contractors do not become participating contractors until they complete required administrative and field trainings and receive confirmation of participation from the Program manager. Contractor eligibility is at the sole discretion of the Program. Participation in the Program and this Contractor Participation Agreement are subject to the CLEAResult Standard Terms and Conditions for Participating Contractors.

CLEAResult CONSULTING INC., AND/OR AN AFFILIATE THEREOF AGREED AND ACCEPTED	
Signature:	Date:
Name ( <i>printed</i> ):	
Title:	

CONTRACTOR AGREED AND ACCEPTED	
I have read and understood the Contractor Participation Agreement and the CLEAResult Standard Terms and Conditions for Participating Contractors and certify that the information I have provided is true and correct.	
Signature:	Date:
Name ( <i>printed</i> ):	Title:

## CLEAResult STANDARD TERMS AND CONDITIONS FOR PARTICIPATING CONTRACTORS

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These CLEAResult Standard Terms and Conditions for Participating Contractors and the Contractor Participation Agreement (collectively, the “**Agreement**”) are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof (“**CLEAResult**”), and \_\_\_\_\_ (“**Contractor**”). CLEAResult administers the CPS Small Business Solutions Program (the “**Program**”) on behalf of (“**Sponsor**”) to administer services to eligible end use customers (each, a “**Customer**”). CLEAResult and Contractor may be referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties.**” In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM AND TERMINATION.** This Agreement is effective upon the date it is executed by both Parties and will continue for the duration of the Program (the “**Program Period**”), unless terminated in accordance with the provisions in this Agreement. In addition, all incentives paid under this Program are available on a first-come, first-served basis until allocated funds are depleted; therefore, this Program may be modified or terminated at any time without notice. Contractor agrees that CLEAResult may terminate this Agreement at any time and for any reason, including, without limitation, for Contractor’s noncompliance with the Program guidelines, including the 2017 CPS Small Business Solutions Program Manual, any law, or any provision of this Agreement. Upon termination of this Agreement, Contractor shall immediately cease participating in the Program, including but not limited to any applicable use of Program materials, logos or other advertising tools, equipment and incentive forms. CLEAResult will not pay Contractor for post-termination activity including but not limited to any incentives dated and submitted after the date of termination or for any costs incurred by the Contractor post-termination. In the event of termination for cause, Contractor shall be liable to the Program for any and all damages sustained by reason of the default that gave rise to termination. In the event either party terminates this Agreement, CLEAResult shall have the right to assign to another contractor the responsibility for completion of any work not completed by Contractor prior to the effective date of termination or any work that fails to meet quality standards prior to the effective date of termination. Contractor hereby agrees that CLEAResult shall be entitled to deduct from unpaid amounts earned by Contractor as of the effective date of termination, the amount of any claims or damages CLEAResult may have against Contractor under this Agreement or otherwise. If the amount of CLEAResult’s claims or damages against Contractor exceeds the unpaid amount earned, CLEAResult shall notify Contractor, and Contractor shall pay CLEAResult the difference within thirty (30) days after receipt of such notification. Termination of this Agreement shall not relieve Contractor of any warranties or other obligations expressed herein which by their terms are intended to extend beyond termination.
2. **ELIGIBILITY.** The Program determines eligibility of contractors at its sole discretion. CLEAResult may request from Contractor verification of its eligibility requirements at any time during the Program Period.
3. **CONFIDENTIALITY.** Contractor will have access to Confidential Information (as defined below) by participating in this Program. Contractor will not use any Confidential Information of CLEAResult for any purpose other than as needed to perform Contractor’s obligations in the Program. Contractor will hold all Confidential Information of CLEAResult in strict confidence and will not disclose any Confidential Information to any person other than to its employees and independent contractors who: (a) have a “need to know;” (b) have been advised of the confidential and proprietary nature of the Confidential Information; and (c) have signed a written agreement that is as protective of the Confidential Information as that set forth in this Section; except as compelled by court order or otherwise required by law. If Contractor is required by law to disclose Confidential Information, Contractor will immediately notify CLEAResult and cooperate with CLEAResult to obtain a protective order or other appropriate remedy to maintain the confidentiality of the information. The term “**Confidential Information**” means all Customer data and all information and materials relating to CLEAResult’s business, in whatever form or medium, disclosed to or received by Contractor, whether visually, by perception, orally or in writing, whether disclosed before or after the Effective Date, and whether or not specifically marked or otherwise identified as “Confidential” or “Proprietary,” including, but not limited to, all Program toolkits and apps (e.g., CPS Energy Small Business Solutions Open Tool Proposal Application), and all summaries and notes prepared by or on behalf of Contractor, except that “Confidential Information” does not include any information that Contractor demonstrates: (i) has become generally available to the public without breach of this Agreement; (ii) Contractor later received from another person who did not violate any duty of confidentiality; or (iii) Contractor developed without use of any Confidential Information by persons who were not exposed to the Confidential Information.
4. **PROGRAM PROVISIONS AND SUPPORT.** CLEAResult will provide the Contractor with each of the following: (a) technical support during regular business hours (holidays excluded) through a toll-free number; (b) Program-sponsored training conducted during regular business hours (holidays excluded), unless otherwise agreed by the Parties and attended solely by Contractor’s personnel, unless otherwise agreed by the Parties; (d) marketing materials to allow the Contractor to communicate the benefits of the Program to eligible Customers; and (e) Customer data.
5. **USE OF INTELLECTUAL PROPERTY.** Contractor shall not use the trademarks, logos or other intellectual property of CLEAResult, Sponsor or any of their affiliates without prior written approval by CLEAResult or Sponsor, as applicable. Contractor agrees that it will not create and use marketing materials to promote the Program without prior authorization from CLEAResult and Sponsor.
6. **INSURANCE AND LICENSING.** Contractor shall provide CLEAResult with all applicable certificates of insurance before performing any work for the Program. Contractor will provide CLEAResult with updated insurance certificates as appropriate but no less frequently than every time the



## CLEAResult STANDARD TERMS AND CONDITIONS FOR PARTICIPATING CONTRACTORS

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auto policy is renewed or modified. Contractor shall provide CLEAResult with at least thirty (30) days' prior written notice before an insurance policy required by this Agreement is reduced, cancelled, or expires. At all times during the Program Period, Contractor, and its agents and subcontractors, shall retain all necessary licensures, certification, training, and other requirements as deemed necessary by state law, the Program policies and guidelines, and all relevant documentation pertaining to the installation of the energy efficiency measures, and will provide immediate access to such documentation to CLEAResult and Sponsor upon request. This includes but is not limited to appropriate liability insurance, permits, licensure, or certification information, installed equipment model and serial numbers.

7. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor in relation to CLEAResult and Sponsor, and is voluntarily participating in the Program to deliver the services as outlined by the Program directly to Customers. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture. CLEAResult and Sponsor shall not control or direct the details or the means by which Contractor performs any services under this Agreement. Contractor will pay all of its administrative, overhead, and other costs, including withholding taxes, social security, unemployment, disability, health, workers' compensation, or other insurance coverage.
8. **INCENTIVE PAYMENT.** Contractor must complete the project installation within 60 days of the signed proposal date. Failure to do so may result in the cancellation of the project or the transfer of the project to another contractor. In the event of a cancellation or a transfer, the Contractor will forfeit all qualified incentives and bear the sole financial responsibility for any assets invested in the project. Contractor acknowledges that incentives will be paid by Sponsor only if: (a) Customer(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are installed in eligible project sites; and (c) measures are installed at a project site that has not received incentives from any other of Sponsor's energy efficiency programs for the same measure(s). Contractor understands that Sponsor, in its sole discretion, may withhold incentive payments committed to a Customer and Contractor if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program.
9. **CONTRACTOR CONDUCT.** Contractor agrees to the roles, responsibilities, requirements, policies, and guidelines of the Program as set forth in the 2017 CPS Small Business Solutions Program Manual. Contractor agrees to pursue referral leads resulting from the Program's marketing and communications efforts and must make a good faith effort to provide, in a timely fashion, services to these leads in accordance with the Program guidelines and this Agreement. Contractor recognizes that any leads received as a result of the Program's efforts constitute a Program benefit. Contractor understands that participation in the Program does not constitute an endorsement of any kind on the part of CLEAResult or Sponsor. Contractor shall not state or imply any such endorsement, either directly or indirectly, in written or verbal form. Contractor shall not knowingly misrepresent any information concerning the Program, its purpose, policies, incentives, and procedures, or its role in the Program or relationship with CLEAResult or the Sponsor. Contractor shall not mislead any Customer about the availability of Program incentives or misrepresent its role in the incentive award process. Only Sponsor or CLEAResult, on behalf of Sponsor, in its sole discretion, can approve or reallocate Program incentives for a Customer. Contractor will keep a Customer's business as free as possible from waste materials while performing work. After completing work, Contractor will clean the work area, removing all waste materials, tools, and supplies. Contractor shall not cause damage to a Customer's premises. Contractor will not knowingly use any defective, second quality, or previously used materials.
10. **AUDITING, MONITORING AND VERIFICATION.** CLEAResult and/or Sponsor will audit and monitor some or all Program services performed by Contractor to ensure compliance with Program requirements and to verify the energy savings achieved through the Program. Contractor agrees to cooperate with CLEAResult and Sponsor, as necessary. Contractor also agrees to remedy any issue(s) arising from auditing and monitoring results at no additional cost within the timeframe provided by the Program. CLEAResult or Sponsor may perform quality control on any or all work performed by Contractor, with or without notice to Contractor, and by any means CLEAResult or Sponsor may select, including accompanying Contractor to a Customer's location. Failure of Contractor to meet quality standards will be grounds for termination of this Agreement. Contractor shall use its best efforts to obtain Customer cooperation in allowing CLEAResult or Sponsor access to the Customer's location for this purpose.
11. **MECHANICS LIENS.** Contractor shall keep each Customer's property free of liens and claims filed by subcontractors and vendors of subcontractors and others claiming by or through Contractor, and shall defend, indemnify and hold CLEAResult, Sponsor, and any Customer harmless from all expenses and losses incurred as a result of any such liens or claims. If a lien or claim is filed by a vendor or subcontractor, Contractor shall cause such lien to be discharged or bonded off within forty-eight (48) hours of notice by CLEAResult. If contractor fails to do so, CLEAResult may, without prejudice to any other remedies available at law, pay all sums necessary to obtain a release or discharge of such lien and deduct those sums, including costs, expenses and reasonable attorney's fees, from amounts due or to become due to Contractor.
12. **REPRESENTATIONS, WARRANTIES, AND COVENANTS.** Contractor, its employees, agents and subcontractors, represent and warrant that: (a) the services performed for a Customer through the Program shall be performed in a good workmanlike, skilled, and professional manner; (b) the services shall comply in all material respects with the specification and other requirements set forth in each applicable contract with a Customer and in strict accordance with the Program and this Agreement; (c) Contractor's performance of the services shall not violate any applicable law, rule, regulation, contracts with third parties, and/or any third-party rights, including, without limitation, any copyright, trademark, trade secret, or patent or similar right; (d) Contractor is the lawful owner or licensee of any intellectual property, software

## CLEAResult STANDARD TERMS AND CONDITIONS FOR PARTICIPATING CONTRACTORS

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applications or other materials used by Contractor in the performance and delivery of the services and has all rights necessary to convey to Customer the unencumbered ownership of all work product that results from the services; (e) Contractor is and shall remain in compliance with all labor and employment laws, including but not limited to those prescribing standards for wage and overtime pay, employee benefits, workplace health and safety, labor relations and rights of uniformed service members; (f) Contractor possesses the technical and professional expertise and the fiscal capability necessary to carry out the work authorized and accepted under this Agreement in a prompt, fair, and workmanlike manner; (g) Contractor currently has in effect, and will keep in effect throughout the term of this Agreement, insurance in the forms and amounts and with insurance companies acceptable to CLEAResult in no event less than the minimum insurance levels set forth in this Agreement; (h) Contractor shall maintain hard copy or digital records of all work performed and products installed under this Agreement for a minimum of three (3) years from the time the work is performed, including records of data collected, visits made, materials furnished or installed, individual staff providing the services, costs incurred, invoices, and agreements. Copies of these records shall be made available to CLEAResult within five (5) business days upon request; and (i) Contractor shall warranty materials provided by Contractor and installed pursuant to this Agreement against any defect in materials, manufacture, design or installation for a period of one (1) year from the date the materials are provided and/or installed, whichever is later.

13. **INDEMNITY; LIMITATION ON DAMAGES.** Contractor shall defend, protect, indemnify, and hold harmless Sponsor and CLEAResult, their respective officers, directors, agents, and employees, and each of their parents and affiliates, and each of their respective officers, directors, agents, and employees (collectively, the “**Indemnified Parties**”) from and against any and all claims, losses, expenses, attorneys’ fees, damages, demands, judgments, causes of action, suits, and liability in tort, contract, or any other basis and of every kind and character whatsoever (“**Claims**”) arising out of Contractor’s, or its agents or subcontractors, acts or omissions, including but not limited to any violation of labor or employment laws, incident to or related in any way to, directly or indirectly, the services provided in connection with the Program, this Agreement and/or the Program. Contractor acknowledges and agrees that with respect to any Claims brought against the Indemnified Parties, Contractor will be required to waive as to the Indemnified Parties any defense it may have by virtue of the Workers’ Compensation Laws of any state, to the extent allowed by law. CLEAResult AND SPONSOR SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED REVENUE, PROFITS, OR GOODWILL, WHETHER ARISING IN NEGLIGENCE, BREACH OF CONTRACT, OR UNDER STATUTE OR RULE. Contractor shall represent to Customer that all services under this Agreement are provided by Contractor alone, and not by CLEAResult or Sponsor. Contractor acknowledges and agrees that CLEAResult and Sponsor make no representation or warranty and assume no liability with respect to quality, safety, performance, or other aspect of any design, system, or product provided pursuant to this Agreement, and CLEAResult and Sponsor expressly disclaim any such representation, warranty, or liability. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party on behalf of CLEAResult or Sponsor. Contractor is solely responsible for any damage incurred by Customer as a result of Contractor’s services under the Program. Neither CLEAResult nor Sponsor is responsible for Customer complaints or damages. The parties agree that Sponsor is a third party beneficiary of this Section.
14. **NOTICE.** Any notice required to be given under this Agreement shall be deemed given when placed in the mail and mailed by overnight registered mail via a nationally-recognized courier (e.g., USPS, FedEx, UPS) and postage prepaid. Notice to CLEAResult shall be to Attn: Legal Department, 100 SW Main St., Suite 1500, Portland, OR 97204. Notice to Contractor shall be to the address provided above.
15. **MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to conflict of law rules. Any dispute or claim that relates to this Agreement, its interpretation or breach, or to the existence, scope, or validity of this Agreement or this arbitration provision, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court with jurisdiction. The Parties acknowledge that mediation helps Parties settle their disputes and any Party may propose mediation whenever appropriate through the Arbitration Service of Portland, Inc. or any mediator mutually selected by the Parties. Any dispute or claim for which a party seeks injunctive relief, even if contrary to the language of this Section, may be brought in the state and federal courts in Multnomah County, Oregon, and such courts shall be the proper and exclusive forum for any such action. Contractor shall not assign this Agreement, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. Contractor may not delegate or subcontract Contractor’s duties under this Agreement without the prior written permission of CLEAResult. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Contractor’s consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party’s right to enforce strict performance in the same or any other instance. This Agreement supersedes all previous signed agreements between the Parties and sets

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forth the entire agreement of the Parties with respect to the subject matter hereof and may not be altered, changed abridged or amended other than in writing signed by the Parties.