

# OG&E Arkansas Small Business Direct Install (SBDI) Program Manual

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## PROGRAM OVERVIEW

### PROGRAM DESCRIPTION

The Small Business Direct Install Program (Program) 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 (<100 kW peak demand at one location or a combined peak demand of <200 at all businesses owned by the same OG&E Arkansas customer) to install energy efficient products. The Program overcomes market barriers by providing incentives to help pay for energy efficiency upgrades. In addition, the Field Tool 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.

Oklahoma Gas & Electric have selected CLEAResult to serve as the Program Implementer for the Program in the Arkansas service territory. The Program Implementer will conduct outreach to potential industry contractors who provide services to customers served by OG&E Arkansas (OG&E) 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 Field Tool/Portal 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 Program 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 Implementer 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 OG&E small business customers while providing substantial economic benefits to them. The 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

The Program is a market transformation Program devised to achieve peak demand and energy savings by providing qualified industry contractors the direct support, tools and training necessary to drive energy efficiency among small businesses within the OG&E service territory.

Goals will be met primarily through the installation of lighting and refrigeration measures in OG&E 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 Participating Contractor, training opportunities and free access to the Proposal App. The Proposal App is a valuable software tool developed for use with the 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 aid 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 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 Participating Contractors based upon the estimated energy reduction resulting from qualified installations. For all customers with maximum peak demand of <100 kW at one location or a combined peak demand of < 200 kW at all locations owned by the same OG&E customer. The Program will pay up to \$0.15/kWh reduced (up to 90% of the total project cost) for all eligible deemed savings measures except refrigeration door gaskets. For refrigeration door gaskets, the Program will pay \$0.12/kWh reduced (up to 90% of the total project cost).

Measure	Program Incentives	Limitations
All eligible deemed saving measures except refrigeration door gaskets (see table on page 8)	Up to \$0.15 / kWh reduced	Incentive ≤ 90% project cost
Refrigeration door gaskets	\$0.12 / kWh reduced	Incentive ≤ 90% project cost

## Program Management and Contacts

The first contact for program information for Participating Contractors and customers is the Program implementation team:

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## Program Dates

The Program year runs from January 1<sup>st</sup> to December 10<sup>th</sup>, or until the incentive budget is depleted.

**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 calendar days past the date of the signature on the Customer Proposal, or by December 10th, whichever is earlier.

## **PROGRAM ROLES & RESPONSIBILITIES**

### **Program Sponsor (Oklahoma Gas & Electric Arkansas):**

OG&E is responsible for:

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

### **Program Implementer (CLEAResult Consulting):**

The Program Implementer is responsible for:

- Conducting 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 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 OG&E Field Tool Program, Participating Contractors must meet the following Program requirements:

- Commit to the terms of the Field Tool Participating Contractor Agreement.
- Conduct a comprehensive facility survey with the Proposal App.
- 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.
- Obtain signed Customer Proposals and submit them to the Program Implementer.
- Schedule and conduct installations.
- Provide installations at qualifying customer facilities in the OG&E service territory according to the Customer Proposal provided within 60 calendar days of the date on the Customer Proposal.
- Install products that comply with the Product Quality Requirements included in Appendix A.
- Educate customers and provide technical assistance where needed during project installation.
- Ensure excellent professional customer service for the facility survey and project installation.
- Notify Program Implementer of project completion within 24 hours of installation.
- Submit project invoice upon completion to Program Implementer.
- Provide Program Implementer with feedback on the Program.

## Customer:

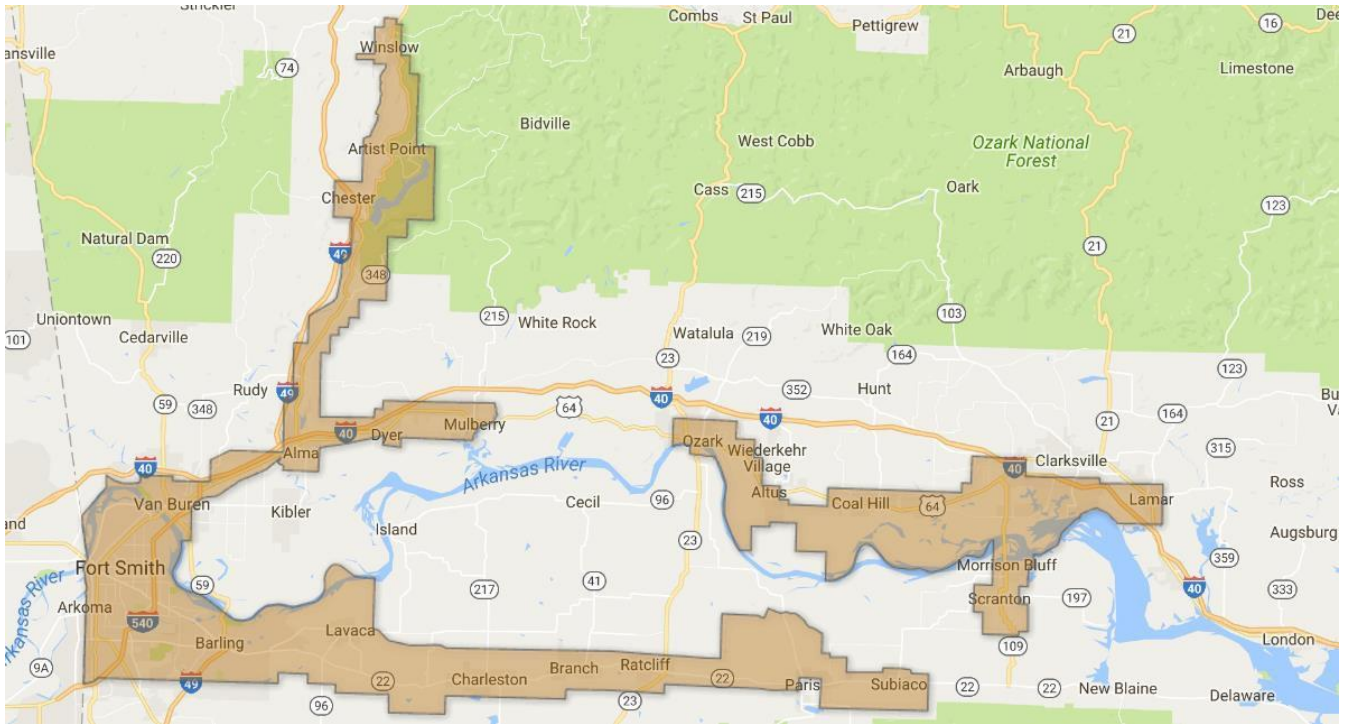
Customers are asked to:

- Sign the Customer Proposal and commit to installation to reserve incentives.
- Provide documentation, including but not limited to a meter number or account number, necessary to verify OG&E provides electric service to their facility.
- Provide access to project facilities both before and after project completion for inspection of the baseline and post- retrofit condition.
- Pay any remaining project cost to the Participating Contractor after Program incentives have been applied to the project once installation is complete.

## PROGRAM ELIGIBILITY

### Customer Eligibility

The Program is offered to valid OG&E electric delivery customers who have a maximum peak demand usage of < 100 kW at any one facility or a combined peak demand of < 200 at all locations owned by the same OG&E customer.



## Participating Contractor Eligibility

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

Participating Contractors must use the Proposal App that was designed for this Program. Access and training on the Proposal App will be as follows:

- The software will be provided at no cost to approved 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 iOS enabled device. The App is not compatible with Android devices.
- If for any reason the Participating Contractor loses the right to participate in the Program, the Proposal App will be remotely deactivated.

## MEASURE ELIGIBILITY

OG&E offers incentives for the following measures:

1.1.1.1.1.1.1.1. Eligible Deemed Savings Measures	
Lighting Efficiency	<ul style="list-style-type: none"> <li>• High-intensity discharge (HID) fixture replacements</li> <li>• LED interior and exterior lamps and fixtures</li> </ul>
Refrigeration	<ul style="list-style-type: none"> <li>• Solid &amp; Glass Door Reach-Ins</li> <li>• ECM Evaporator Fan Motors</li> <li>• Evaporator Fan Controls</li> <li>• Strip Curtains</li> <li>• Door Heater Controls</li> <li>• Door Gaskets</li> </ul>
Lighting Controls	<ul style="list-style-type: none"> <li>• Day Lighting Controls</li> <li>• Occupancy Controls</li> </ul>
Direct Install	<ul style="list-style-type: none"> <li>• Low-flow faucet aerators</li> <li>• Door Sweeps</li> <li>• Pre-Rinse Spray Valves</li> <li>• Vending Machine Controls</li> <li>• Weather Stripping</li> </ul>

OG&E also provides incentives for qualified outdoor lighting measures, which result in 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.

The Program may provide financial incentives based upon reductions in energy usage at a facility resulting from the completed installation of an energy efficiency measure which reliably and measurably reduces energy use in accordance with the Arkansas Technical Reference Manual (TRM). OG&E has made a limited amount of funding available for these incentives throughout the Program year.

OG&E offers the following incentives based on peak electric demand for qualified “small business” customers ( $\leq 100$  kW peak demand at one location and/or a combined peak demand of  $\leq 200$  at all locations owned by the same OG&E customer) incentives are up to \$0.15 / kWh reduced, up to 90% of project costs (Incentive  $\leq 90\%$  project cost) for all eligible measures except refrigeration door gaskets. Door gasket incentives are \$0.12 / peak kWh reduced, up to 90% of the project cost.

- A Participating Contractor will submit one Customer Proposal per property.
- A Participating Contractor may agree to install additional measures within or outside of the Program; however only installed measures that meet the requirements of the Program will receive incentives.
- Costs more than 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 closes for the Program year; 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 are provided on a first-come, first-served basis and will be paid directly to the Participating Contractor after the project is completed, documented and verified (post- inspection is required). Checks are typically issued within 30 days of project verification.
- No Participating Contractor has an unconditional entitlement to Program incentive funds.

## Savings Calculation and Verification

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

EM&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 EM&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 Participating Contractors may be subject to a pre-inspection to verify (as a minimum):

- 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 (as a minimum):

- 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:

- Industry contractor recruitment and training: Program will recruit and train a limited number of contractors to perform facility surveys, identify potential lighting projects or other energy efficiency opportunities. Contractors recruited will 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 Program Implementer, Program Sponsor and Participating Contractors.
- Technical assistance: Program 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 Program Implementer will also provide technical assistance to customers to identify and implement cost-effective energy efficiency measures
- QAQC 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: OG&E and the Program Implementer reserve the right to site-verify installations prior to project approval. All projects may receive a post-inspection by the Program 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 Program 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

## Program 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 Program Implementer will review the Customer Proposal for completeness and eligibility. The Program Implementer may deny approval of a Customer Proposal for a variety of reasons, including, but not limited to:

- Customer Proposal is incomplete.
- Customer Proposal is received after funding has been reserved by 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 the Participating Contractor's status changes after initial qualification and enrollment.

If the Program Implementer denies approval of a Customer Proposal, the Program 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 Program Implementer will consider it for approval by the date 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 Program Implementer may 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. 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 Program Implementer will review submitted Customer Proposals and approve eligible projects for an initial incentive reservation. The Program 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. The Participating Contractor must complete the project installation within 60 calendar days of the proposal submission and notify the Program Implementer immediately of any changes to the project scope, equipment selection, or timeline during installation. If during installation the Participating Contractor determines that the project will extend past the 60-calendar day requirement for good reason (Example: supply point delays, delivery or logistical issues, etc.), they must immediately notify the Program Implementer. The Program Implementer may approve or deny extension of the 60-calendar day deadline at their sole discretion.

## Project Completion Notice

After the project has been installed, the Participating Contractor will notify the Program 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 Program 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 Program Implementer may schedule a post-installation inspection (if required). Using the most recent project documentation, a Program inspector will visit the site 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

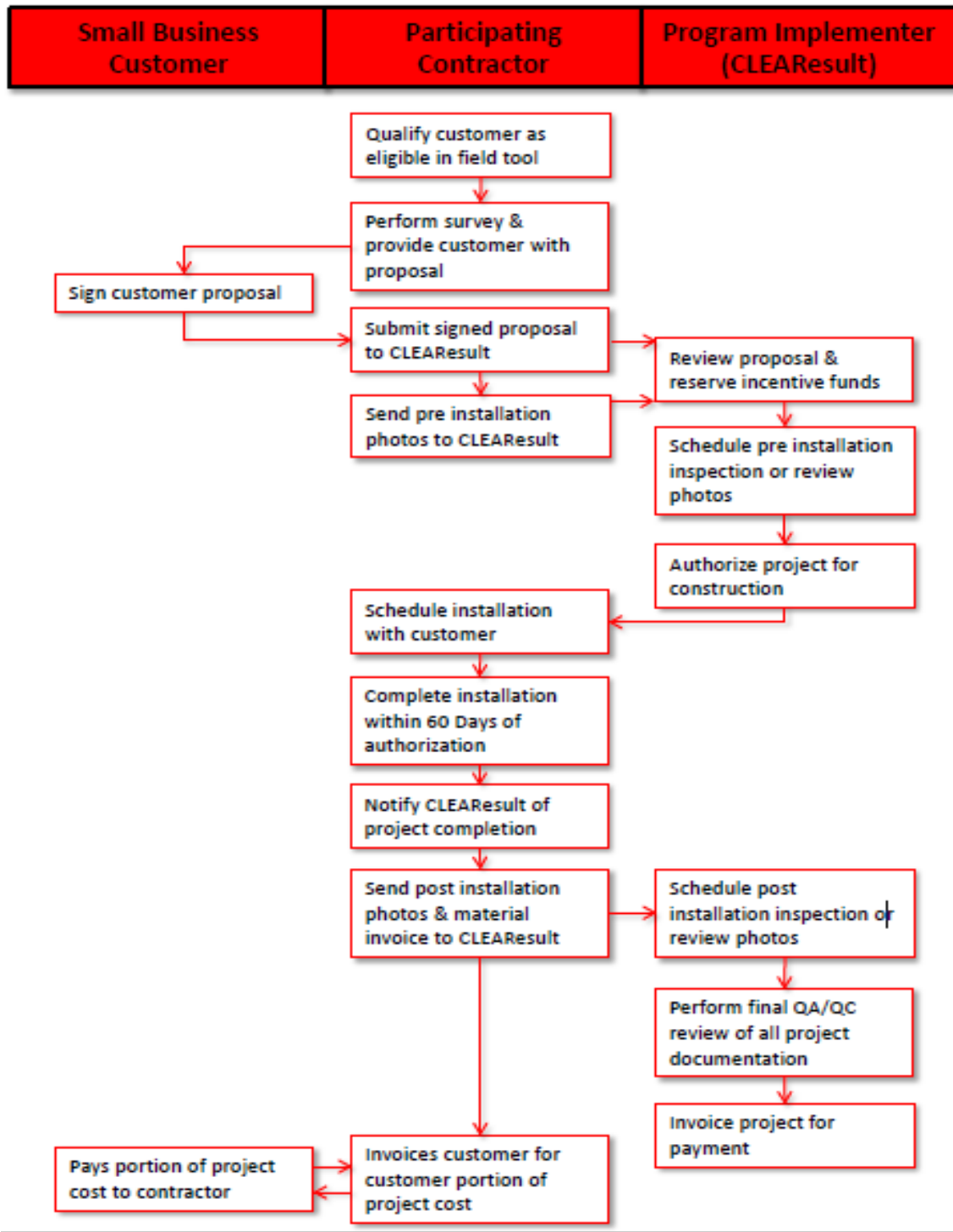
The Program Implementer will pre and post inspect 100% of the first five projects. Once a Participating Contractor successfully passes the initial first-five inspection period, an ongoing QC process will be implemented requiring 100% verification on all documentation and inspections of 20% of total project installations – proportionate to Participating Contractor project volume. If a Participating 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 may 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 Program 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 available when a project achieves greater energy savings than estimated, the Program Implementer may 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

Quality Assistance	
Program Process Training (QA)	<ul style="list-style-type: none"> <li>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.</li> <li>Participating Contractors will be educated about the Program's process for identifying and incentivizing energy efficiency projects.</li> </ul>
Customer Proposal Review (QA)	<ul style="list-style-type: none"> <li>Customer Proposals are reviewed and verified by the Program Implementer.</li> </ul>

Quality Control	
Post-Installation Inspections (QC)	<ul style="list-style-type: none"> <li>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.</li> </ul>
Customer Satisfaction Surveys (QC)	<ul style="list-style-type: none"> <li>The Implementer may conduct Customer Satisfaction Surveys.</li> </ul>

## 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. If incentive reservations exceed Program budget for incentives, the Program is considered fully or over-subscribed. If oversubscription to the Program should arise, Participating Contractor projects will be placed on a waiting list, in the order of when the Customer Proposal was received. Participating Contractor projects on the waiting list may be able to reserve program incentive funding if projects are cancelled and funds become available. The Program Implementer may select projects for payment out of queue order when in the best interest of the Program to meet Program goals or statutory requirements.

## PROGRAM NON-CONFORMANCE

### Customer Satisfaction

Customers are encouraged to contact Program contacts to report and resolve any complaints about the Program or Participating Contractors.

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 Participating Contractors. Negative customer satisfaction feedback may result in a Corrective Action Plan (CAP) (see below: Addressing Non-Conformances and Failures).

### Addressing Non-Conformances and Failures

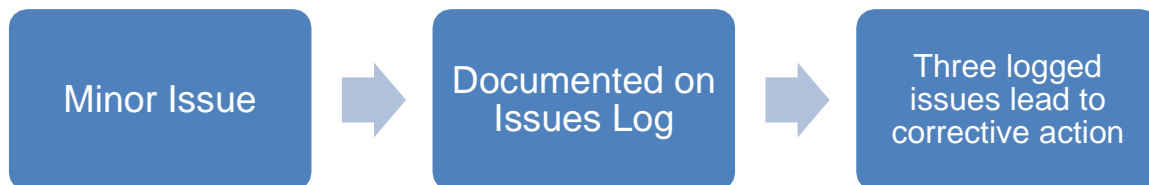
Non-conformance occurs whenever the acceptable variance for a quality indicator is not met or the installation does not measure up to the state and local building standards. The following deficiencies (not all inclusive) may qualify as non-conformance:

- 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.
- Repeated quality or noncompliance issues.

### Critical and Non-Critical Issues

Critical issues will be immediately elevated to a Corrective Action Plan that may include a suspension or removal from Program participation.

Non-critical issues are deficiencies that do not adversely impact the kW and kWh savings or incentive calculations, but that are not accurately recorded and reported, such as equipment model numbers, will be recorded in an Issue Log. If a Participating 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 Plan.



## PROGRAM CONTACT INFORMATION

For questions on Program implementation including inspections, payment questions, participation questions, contact:

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## DISCLAIMERS

The selection of a Participating Contractor to perform work is the sole decision of the property owner, customer, 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 OG&E or the Program Implementer. Work performed by Participating Contractors is not guaranteed or subject to any representation or warranty, either expressed, implied or otherwise, by either OG&E or the Program Implementer. Neither OG&E nor Program 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 several variable conditions and circumstances. While it is the intent of the Program to achieve energy efficiencies, neither OG&E nor Program 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 OG&E Small Business Direct Install Program must meet the following Quality Requirements to receive Program incentives.

### Summary of Lighting Quality Requirements

- LED product and control check have been rolled into a broader *Equipment Checks* step.
- LED Product Checks have been added
- Resolutions to special cases where unqualified LEDs cannot be avoided.

### Lighting Project Document Requirements

All deemed savings projects require complete documentation of the following:

- Fixture Counts.
- Fixture Type.
- Fixture Location.
- Equipment Checks: LED and control type.
- Building Type.
- Number of Non-Operating Fixtures.
- Inspection.
- If invoice or shipping receipt cannot be obtained, legible photo documentation will be required.
- Insufficient equipment documentation may result in reduced savings or disqualification of the project.
- Project Invoices or Shipping Receipts that contain legible part numbers and quantities for all project LED product and control equipment are required.
- LEDs with insufficient documentation will be treated as unqualified LEDs and may not receive program incentives.

#### 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

### 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**

<p><b>Energy Star LED Lamps (Bulbs)</b>  <a href="http://www.energystar.gov">http://www.energystar.gov</a></p>	<ul style="list-style-type: none"> <li>• Integral Lamps – “LED Light Bulbs”</li> </ul>
<p><b>Energy Star LED Fixtures</b>  <a href="http://www.energystar.gov">http://www.energystar.gov</a></p>	<ul style="list-style-type: none"> <li>• Recessed Downlights</li> <li>• Under Cabinet task lighting</li> <li>• Desk task lamps</li> </ul>
<p><b>Design Lights Consortium (DLC) LED Fixtures</b>  <a href="http://www.designlights.org">http://www.designlights.org</a></p>	<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> <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>

### **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.
  - 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.

### **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.

### **Summary of Non-Lighting Quality Requirements**

All non-lighting measures meeting the requirements of APSC's active Technical Reference Manual will be handled individually between the coordination of the Participating Contractor and the Program Implementer.

## APPENDIX B: DEFINITIONS

**Customer Proposal** – In order to qualify as a participant and reserve financial incentives through OG&E Field Tool, 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 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 measurements and verification protocols as set forth in this Program Manual.

**Estimated Incentive Payment** – Contained in the Customer Proposal (once approved by the Program Implementer), this is the amount of incentives reserved in the Program budget for the list of committed projects. The Program will pay up to \$0.15/kWh reduced for all eligible measure except door gaskets, for door gaskets the Program will pay \$0.12/kWh reduced, up to 90% of the project cost, for customers with maximum peak demand of  $\leq 100$  at one location or a combined peak demand of  $\leq 200$  at all locations owned by the same OG&E customer.

**Participating Contractor 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.

**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: CUSTOMER DOCUMENT EXAMPLES

### Customer Proposal



#### OG&E Energy Corp CUSTOMER PROPOSAL

Mon Jan 23 2017 10:45:00 GMT-0600 (Central Standard Time)

**Bill Smith**  
2980 Main St  
Fort Smith, AR 89809  
1/23/2017 10:45:33 AM

Dear Bill Smith,

Open Open SBFT MASTER is pleased to present this Project Summary for the equipment survey performed at your facility by Kiel Dolence.

The Project Summary outlines your facility's energy saving opportunity 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 hours saved (kWh) 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, and schedule at your convenience. Once the installation is complete, verification of the installed equipment by a program representative may be necessary. You are not obligated to pay your portion of the project cost until installation is completed and verified.

Right to Cancel:

You have three days after you receive a printed or emailed copy of this Project Summary from the Participating Contractor to cancel this agreement. If you have any questions related to the program, the installation, or need to cancel this agreement contact the contractor or the program representative listed below.

Program Representative: Greg Boyle 479-316-4523, [greg.boyle@CLEAResult.com](mailto:greg.boyle@CLEAResult.com)  
OG&E: Robin Arnold 479-649-2838 [arnoldrk@oge.com](mailto:arnoldrk@oge.com) or visit [www.oge.com](http://www.oge.com)

Attached please find the Project Savings Summary, Scope of Work, and Terms and Conditions.

Sincerely,  
**Open SBFT MASTER**  
4125230768

## Project Savings Summary

Customer Information:  
 AR Car Care, AR Car Care, Bill Smith, 2980 Main St, Fort Smith, AR 89809

Contractor Information:  
 Kiel Dolence, Open SBFT MASTER, Westbank Dr, Austin, TX 78746

### PROJECT SAVINGS\*

Estimated Annual Bill Savings: \$ 665.50  
 Project Cost: \$ 2,500.00  
 Project Incentive: \$ 998.25  
 Included Non-EE Costs: \$ 0  
 Customer Cost: \$ 1,501.75  
 Project Payback: 27.08 months  
 Estimated kW Savings: 1.23  
 Estimated kWh Savings: 6,654.9776

\* Savings are based on \$ 0.1 per kWh utility rate

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: \$ 0.00  
 2 Year savings: \$ 0.00  
 3 Year savings: \$ 494.74  
 Annual cost savings: \$ 665.50  
 Project cost to customer: \$ 1,501.75  
 Payback 27.08 months



### ANNUAL CARBON IMPACT

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

- 4.70 metric tons of carbon dioxide

That is equivalent to eliminating the greenhouse gas emissions of:

- 0.98 passenger vehicles
- 526.41 gallons of gasoline
- 0.71 homes

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

## Scope of Work

### SCOPE OF WORK

<p>Customer Information: AR Car Care, AR Car Care, Bill Smith, 2980 Main St, Fort Smith, AR 89809</p> <p>Contractor Information: Kiel Dolence, Open SBFT MASTER, Westbank Dri, Austin, TX 78746</p>
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### Lighting

Room Description	Original Fixture Description	Replacement Fixture Description	Replacement Fixture Notes
Main Room	[20] x F44ILL - Fluorescent, (4) 48, T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	[40] x LED018-TUBE - LED Linear Replacement Lamp, (1) 18W	
Restroom	[4] x I60/1 - Incandescent, (1) 60W ? EISA Compliant	[4] x LED010-SCRW - (1) 10W screw-in LED lamp/base, any bulb	
Kitche	[6] x F42ILL - Fluorescent, (2) 48, T-8 lamps, Instant Start Ballast, NLO (0.85 < BF < 0.95)	[6] x LED018-TUBE - LED Linear Replacement Lamp, (1) 18W	

## APPENDIX D – FREQUENTLY ASKED QUESTIONS

### For Customers

#### What is the Program?

The Small Business Direct Install Program 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.

#### How do I know if I am an eligible customer?

The Program is available to non-residential commercial class customers with a valid OG&E Arkansas account number and 100 kW maximum billing demand at one location or a combined peak demand of 200 kW or less at all locations owned by the same OG&E customer.

#### Which products qualify for incentives?

Incentives are offered through an approved Participating Contractor for qualifying high efficiency lighting and refrigeration technologies. Incentives will be reflected as a discount on your Participating Contractor's final invoice.

#### How do I find a Participating Contractor?

Contact Haley Dromgoole ([haley.dromgoole@clearesult.com](mailto:haley.dromgoole@clearesult.com)) or Sarah Reynolds ([sarah.reynolds@clearesult.com](mailto:sarah.reynolds@clearesult.com)) for a list of participating OG&E Arkansas contractors and their contact information.

### For Contractors

#### What are the incentives?

The Program pays up to \$0.15/kWh reduced for all eligible measure except door gaskets, for door gaskets the Program will pay \$0.12/kWh reduced for customers with maximum peak demand of ≤100 kW at one location or a combined peak demand of ≤200 kW at all locations owned by the same OG&E customer, up to 90% of the project cost.

#### How do I get involved?

Contact Haley Dromgoole ([haley.dromgoole@clearesult.com](mailto:haley.dromgoole@clearesult.com)) or Sarah Reynolds ([sarah.reynolds@clearesult.com](mailto:sarah.reynolds@clearesult.com)) to get program information and schedule a training session.

#### How do I schedule a training session?

Contact Sarah Reynolds ([sarah.reynolds@clearResult.com](mailto:sarah.reynolds@clearResult.com)) to schedule a training session.

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

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.

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

The Proposal App is provided to approve 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 their own mobile device.

## APPENDIX E: MARKETING MATERIALS



### Available incentives

Planning an energy efficiency project? Get with the program. Our Small Business Efficiency Program offers incentives that can cover up to 90 percent of the cost of a project.

Incentive rates:

- \$0.15/kWh reduced for eligible LED lighting fixtures & tube lamp measures
- \$0.12/kWh reduced for refrigeration door gaskets

### Eligible projects

Incentives are available for a wide variety of energy efficiency projects, including:

- LED lighting upgrades\* (tube lights, bulbs, fixtures)
- Occupancy sensor installations
- LED exit sign retrofits
- Refrigerator door gaskets
- Refrigerator anti-sweat heater controls
- And more!

LED retrofits must be either DesignLights Consortium® approved or ENERGY STAR® certified to receive incentives.



Take control of your energy use—and your bottom line.



To get started, contact a program representative by email at [oge.ar.sbdid@clearresult.com](mailto:oge.ar.sbdid@clearresult.com) OR CALL 844-413-3065



### Program benefits

We'll provide everything you need to help your business achieve long-term energy savings, including:

- A no-out-of-pocket cost no-obligation lighting assessment to identify energy-saving opportunities
- Recommendations and estimates for energy savings, project costs and payback periods
- Installation of approved energy-saving equipment by a local, pre-qualified contractor
- Incentives paid directly to the contractor by the program to reduce your upfront cost

It's with programs like this that OG&E is able to keep rates among the lowest in the country.

### Eligibility

The program is open to any small commercial customers with a valid OG&E account meter and no more than 100 kW peak demand at any one facility.

### Get started today

- 1 Email [oge.ar.sbdid@clearresult.com](mailto:oge.ar.sbdid@clearresult.com) or call 844-413-3065 for a list of participating contractors and select a contractor.
- 2 Contact the contractor you selected and provide your customer account number to verify your eligibility.
- 3 The participating contractor will provide a no-cost walk-through assessment of your facility.
- 4 Review your energy-saving proposal and sign the customer proposal to approve the recommended measures.
- 5 The participating contractor will install the approved measures within 60 days of receiving the signed agreement.

### Typical project scenario

To give you an idea of the potential savings available through the program, below is an example of some commonly proposed retrofits. The projected savings and costs for these retrofits are on the right.



#### EXISTING INTERIOR LIGHTING:

- 32 4 ft. 4-lamp fluorescent fixtures
- 16 60W incandescent bulbs
- 2 exit signs

#### INTERIOR LIGHTING RETROFIT:

- 32 4 ft. 36W LED fixtures
- 16 10W LEDs
- 2 LED exit signs

Incentives, actual savings and payback periods vary depending on the equipment installed, building characteristics, energy-use patterns, age of existing equipment, location and other parameters specific to the project.



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### Example project by the numbers

**11,638 kWh**

total energy savings

**3.28 kW**

total peak demand savings

**\$3,712**

estimated incentives

**\$1,979**

net cost to customer

**\$4,712**

estimated project cost

**1.7 years**

project payback

**\$1,163.84**

estimated annual savings



## APPENDIX F: PARTICIPATING CONTRACTOR AGREEMENT

OG&E offers the SBDI Program to improve the energy efficiency of small commercial facilities located within OG&E's Arkansas service territory. OG&E has contracted with CLEAResult to promote and administer the Program.

### Contractor Network Benefits

The Program provides the following benefits to Participating Contractors:

- Training for Participating Contractors.
- Complimentary access and support to 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 trainers 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 OG&E Arkansas.
- Aggressive electric savings-based incentives aimed at increasing customer adoption of energy efficiency measures.

### Participation Requirements:

**Insurance:** During the term of this Agreement, Participating Contractors shall maintain and provide proof of the following types of insurance at the following minimum levels of coverage:

- Commercial General Liability (\$1,000,000 per event of bodily injury, property damage or personal injury or death).
- Automobile Liability (\$1,000,000 combined single limit, including coverage over owned, non-owned and hired vehicles).
- 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).

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 CLEAResult Consulting Inc. or OG&E as additional insured on a primary, non-contributory basis. Participating Contractor shall waive all rights of recovery against Implementer, OG&E, 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 Program Implementer. Program Implementer shall be listed as a certificate holder with each insurance agency providing certificates to facilitate notifications related to changes in coverage.

**Licenses:** At all times during the Program, Participating Contractors must adhere to all permitting and licensing requirements as set forth by federal, state, county, or municipal authorities with jurisdiction overseeing work performed.

**Tax Implications:** Incentives are taxable and, if annual total is greater than \$600, will be reported to the IRS on Form 1099 unless Participating Contractor has indicated Corporation or Exempt tax status on the Participating Contractor information portion of this Agreement. Participating Contractor must provide the Program Implementer with its tax identification number on a W-9 form. The Sponsor nor Program Implementer will be responsible for any tax liability imposed on the Participating Contractor because of Participating Contractor's receipt of incentives. Participating Contractors and customers are encouraged to consult with their tax advisors about the taxability of any incentive payments.

**Enrollment Instructions**

**Step 1:** Complete an Application and Agreement.

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

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

Email: oge.ar.sbdi@clearesult.com

Mail: OG&E AR – Small Business  
 3600 Old Greenwood Road Suite 1  
 Fort Smith, AR 72903

Company Information				
Company Name:				
Address:				
City:		State:		Zip:
Contact Name:				
Phone:		Fax Number:		
E-Mail Address:				
Website:				
Mailing and Incentive Information				
Mailing Address:				
City:		State:		Zip:
Company Tax ID or SSN:				
Please identify products or services provided by company.				
<input type="checkbox"/> Lighting Efficiency <input type="checkbox"/> Refrigeration <input type="checkbox"/> Other: _____				
Staff, Training, and Certifications				
Staff Member Name	Trainings/Certifications		Date Completed	



**CONTRACTOR AGREED AND ACCEPTED**

I have read and understand 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 (printed):	Title:

**CLEAResult CONSULTING INC. AGREED AND ACCEPTED**

Signature:	Date:
Name (printed):	Title:

**CLEAResult STANDARD TERMS AND CONDITIONS FOR PARTICIPATING CONTRACTORS**

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 or an affiliate thereof (“**CLEAResult**” or “**Program Implementer**”), and (“**Contractor**”).

CLEAResult administers the OG&E Arkansas Small Business Direct Install Program (the “**Program**”) on behalf of Oklahoma Gas & Electric Energy Corporation (“**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:

**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, 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 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) calendar 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.

**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.

**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. Contractor agrees to comply with the Data Security Policy, attached and incorporated as Exhibit A. 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., iManifold, Testo), 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.

**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; and
- (c) marketing materials to allow the Contractor to communicate the benefits of the Program to eligible Customers.

**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.

**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 auto policy is renewed or modified. Contractor shall provide CLEAResult with at least thirty (30) calendar 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.

**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 how Contractor performs any services under this Agreement. Contractor will pay all its administrative, overhead, and other costs, including withholding taxes, social security, unemployment, disability, health, workers' compensation, or other insurance coverage.

**INCENTIVE PAYMENT.** 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.

**CONTRACTOR CONDUCT.** 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 because 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 home 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.

**AUDITING, MONITORING AND VERIFICATION.** CLEAResult 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.

**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 because 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.

**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, 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 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 or installed, whichever is later.

**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 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 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 because 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.

**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.

**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 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 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.

#### EXHIBIT A – DATA SECURITY POLICY

Contractor agrees that its collection, management and use of CLEAResult Data, as defined in Section 1 below, during the Term shall comply with this Data Security Policy. Capitalized terms not defined in this Data Security Policy are as defined in the Contractor Participation Agreement between CLEAResult and Contractor (the "**Agreement**").

#### CLEAResult DATA. CLEAResult Data shall mean:

All data or information provided, transferred, uploaded, migrated or otherwise sent to Contractor by or on behalf of CLEAResult, any client of CLEAResult, or any customer of any client of CLEAResult; and

Any account number, forecast, or other similar information disclosed to or otherwise made available to Contractor by or on behalf of CLEAResult, any client of CLEAResult, or any customer of any client of CLEAResult.

#### USE AND STORAGE OF CLEAResult DATA.

- a. Contractor may receive CLEAResult Data for the purposes of performing its obligations under the Agreement. Subject to the terms of the Agreement, CLEAResult grants Contractor a personal, non-exclusive, non-assignable, non-transferable limited license to use the CLEAResult Data solely for the limited purpose of performing its obligations under the Agreement during the Term. Contractor shall disclose CLEAResult Data only to its employees with a need to know such information for the performance of the Agreement and subject to the terms of this Data Security Policy. Contractor agrees to protect CLEAResult Data with at least the same degree of care used to protect its own most confidential information.
- b. Contractor agrees that CLEAResult Data will not be (i) used by Contractor for any purpose other than that of performing Contractor's obligations under the Agreement, (ii) disclosed, sold, assigned, leased or otherwise disposed of or made available to third parties by Contractor, (iii) commercially exploited by or on behalf of Contractor, or (iv) provided or made available to any third party without prior written authorization from CLEAResult.
- c. Contractor will comply with (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of CLEAResult Data ("Privacy and Data Security Law"), (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security, and (iii) all applicable provisions of every Contractor privacy policy, statement or notice and every CLEAResult privacy policy, statement or notice that is provided to Contractor in writing.
- d. Contractor shall not store, maintain or process any CLEAResult Data outside the country.

- e. Contractor shall not store, maintain or process any CLEAResult Data in any cloud service or facility without the express prior written consent of CLEAResult, which consent may be withheld at the sole discretion of CLEAResult.

**CLEAResult SYSTEM ACCESS.** Contractor agrees that it may have access to CLEAResult Data on CLEAResult's network, including but not limited to any server, intranet, or other type of information storing and sharing device or conduit owned or operated by CLEAResult (the "**CLEAResult Network**"), solely for meeting its obligations under the Agreement. Contractor agrees that access for other purposes, or the use of the CLEAResult Network to access other networks, is strictly forbidden and that Contractor is responsible and liable for all damages or unauthorized access resulting from these actions. Such activity will result in the discontinuation of all connections to the CLEAResult Network. Contractor agrees that any use of the CLEAResult Network will be solely for necessary business purposes. In accordance with CLEAResult's existing network usage policies, Contractor and its employees shall not access any gambling, pornography or hate or violence sites; introduce any viruses, worms, Trojan horses or other bugs or errors in the network; or forward any chain letters, executable "ready to run" files or other files that may cause damage to CLEAResult, its system or the CLEAResult Network. CLEAResult reserves the right to monitor Contractor's use of the CLEAResult Network. Contractor further agrees that any information that it obtains from access to the CLEAResult Network is CLEAResult Data. CLEAResult and Contractor agree that, in the event of a breach or threatened breach of this Section, CLEAResult shall be entitled to specific performance of the provisions of this Data Security Policy and the Agreement, including an injunction prohibiting any such breach. Any such relief will be in addition to and not in lieu of any other appropriate relief in the way of money damages or otherwise. CLEAResult reserves the right, in its sole discretion, to terminate Contractor's access to and use of the CLEAResult Network at any time, for any reason, and without notice to Contractor.

#### SECURITY CONTROLS.

In addition to any other requirements set forth herein, Contractor will establish and implement appropriate administrative, technical and physical safeguards (i) to ensure the security and confidentiality of CLEAResult Data, (ii) to protect against any anticipated threats to the security or integrity of CLEAResult Data, and (iii) to ensure that CLEAResult Data is not disclosed contrary to the provisions of this Section or any applicable Privacy and Data Security Law.

In addition to the specific requirements of this Section, Contractor will develop, implement and maintain a comprehensive data and systems security program ("**Security Program**"). Such Security Program shall include, but shall not be limited to, reasonable and appropriate technical and organizational security measures, procedures and practices against the destruction, loss, unauthorized access or alteration of CLEAResult Data, including but not limited to:

- Written policies regarding information security, disaster recovery, third-party assurance auditing, penetration testing.
- Password protected workstations at Contractor's premises, any premises where the Contractor is performing its obligations under the Agreement, and any premises of any third party who has access to CLEAResult Data.
- Encryption of Confidential Information, as defined in the Agreement, including but not limited to any personally identifiable information of clients of CLEAResult or their customers.
- Measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any CLEAResult Data including, but not limited to, restriction of physical access to CLEAResult Data, implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security program that always is in compliance with the current standard requirements in the industry.

CLEAResult shall have the right to monitor Contractor's compliance with the terms of this Section. During normal business hours and with twenty-four (24) hours prior notice, CLEAResult or its authorized representatives may inspect Contractor's facilities and equipment and any information or materials in Contractor's possession, custody or control, relating in any way to Contractor's obligations under this Section.

In the event, CLEAResult determines Contractor has not complied with this Section, CLEAResult shall provide written notice to Contractor describing the deficiencies. Contractor shall have sixty (60) calendar days from receipt of such notice to cure. If Contractor has not cured the deficiencies within sixty (60) calendar days, CLEAResult may cancel the Agreement.

#### SECURITY MAINTENANCE.

Prior to CLEAResult's first transfer of CLEAResult Data to Contractor, Contractor shall provide CLEAResult with documentation satisfactory to CLEAResult that it has undertaken a Security Program.

Contractor shall provide CLEAResult written notice of any material change in its Security Program.

Contractor and CLEAResult agree to meet upon request of CLEAResult to evaluate the Security Program and to discuss, in good faith, means by which the parties can enhance such protection, if necessary.

Contractor shall update its Security Program, including procedures, practices, policies and controls to keep current with applicable industry standards.

**SECURITY BREACH.** Contractor shall notify CLEAResult immediately (and, in any case, within twenty-four (24) hours) in writing of any actual, threatened or imminent breach of this Section (regardless of whether there is any identified disclosure, compromise, loss, or damage to CLEAResult Data) or any other unauthorized use, disclosure or acquisition of or access to, or loss of any CLEAResult Data of which Contractor becomes aware. Such notice will summarize in reasonable detail the effect on CLEAResult, if known, of the breach or unauthorized use, disclosure or acquisition of, or access to, or loss of any CLEAResult Data and the corrective action taken or to be taken by Contractor. Contractor will promptly take all necessary corrective actions and will cooperate fully with CLEAResult in all reasonable and lawful efforts to prevent, mitigate or rectify such breach or unauthorized use, disclosure, acquisition, access or loss, all at Contractor's sole expense, including developing and distributing notices, in writing, to affected persons as required by applicable law, rule, regulation or order or as CLEAResult may otherwise deem necessary or advisable.

**NO WAIVER.** The failure of either party to enforce strict performance by the other of any provision of this Data Security Policy, or to exercise any right available to that party, shall not be construed as a waiver of such party's right to enforce strict performance in the same or any other instance.