Small Business Direct Install
Program Manual
2016

SWEPCOgridSMART.com
<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM OVERVIEW</td>
<td>1</td>
</tr>
<tr>
<td>PROGRAM DESCRIPTION</td>
<td>1</td>
</tr>
<tr>
<td>PROGRAM GOALS</td>
<td>2</td>
</tr>
<tr>
<td>PARTICIPATING CONTRACTOR BENEFITS</td>
<td>2</td>
</tr>
<tr>
<td>CUSTOMER BENEFITS</td>
<td>2</td>
</tr>
<tr>
<td>PROGRAM INCENTIVE RATES</td>
<td>3</td>
</tr>
<tr>
<td>PROGRAM MANAGEMENT AND CONTACTS</td>
<td>4</td>
</tr>
<tr>
<td>PROGRAM DATES</td>
<td>4</td>
</tr>
<tr>
<td>PROGRAM ROLES &amp; RESPONSIBILITIES</td>
<td>4</td>
</tr>
<tr>
<td>PROGRAM ELIGIBILITY</td>
<td>6</td>
</tr>
<tr>
<td>CUSTOMER ELIGIBILITY</td>
<td>6</td>
</tr>
<tr>
<td>PARTICIPATING CONTRACTOR ELIGIBILITY</td>
<td>7</td>
</tr>
<tr>
<td>MEASURE ELIGIBILITY</td>
<td>7</td>
</tr>
<tr>
<td>SAVINGS CALCULATIONS AND VERIFICATION</td>
<td>8</td>
</tr>
<tr>
<td>PROGRAM PROCESSES</td>
<td>9</td>
</tr>
<tr>
<td>PROGRAM IMPLEMENTATION AND DELIVERY</td>
<td>9</td>
</tr>
<tr>
<td>CUSTOMER PROPOSAL PROCESS</td>
<td>10</td>
</tr>
<tr>
<td>INCENTIVE PAYMENT PROCESS</td>
<td>12</td>
</tr>
<tr>
<td>QUALITY MANAGEMENT SYSTEM</td>
<td>13</td>
</tr>
<tr>
<td>LIMITS ON PARTICIPATION</td>
<td>14</td>
</tr>
<tr>
<td>PROGRAM NON-CONFORMANCE</td>
<td>15</td>
</tr>
<tr>
<td>PROGRAM CONTACT INFORMATION</td>
<td>16</td>
</tr>
<tr>
<td>DISCLAIMERS</td>
<td>17</td>
</tr>
<tr>
<td>APPENDICES</td>
<td>18</td>
</tr>
</tbody>
</table>
PROGRAM OVERVIEW

PROGRAM DESCRIPTION

Southwestern Electric Power Company (SWEPCO) has selected CLEAResult (Implementer) to serve as the program implementer for the 2016 Small Business Direct Install Program, which will be branded as Open. The Implementer will conduct outreach to potential participating contractors who provide services to commercial customers who are served by SWEPCO Texas distribution companies for this program.

Open 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 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, Open 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.

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 Proposal App for lighting, refrigeration, and hot water measures to participate in the program; no Customer Proposals for lighting measures will be accepted that were not generated by the Proposal App. Pending inclusion additional measures in 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 SWEPCO market. This is a program intended to introduce energy efficiency to SWEPCO Texas’ 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 and very small business 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

Open 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 SWEPCO Texas service territory.

<table>
<thead>
<tr>
<th>2016 kW Goal</th>
<th>2016 kWh Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>231</td>
<td>1,355,775</td>
</tr>
</tbody>
</table>

These goals will be met primarily through the installation of lighting and refrigeration measures in SWEPCO Texas’ 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, refrigeration, and hot water 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 $650/kW reduced for customers with maximum peak demand of ≤100 kW, up to 90% of the project cost for all lighting, refrigeration, HVAC A/C and heat pump replacements, and lighting control measures. The Program will pay 100% of the project cost for hot water direct install measures, which include pre-rinse spray values. The Program will not pay any incentives for the installation of vending economizers and programmable thermostats, but will encourage the installation of these through showing the kWh savings associated with those measures within the overall project.

<table>
<thead>
<tr>
<th>Measure Type</th>
<th>Description</th>
<th>Incentive Structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lighting</td>
<td>Includes interior and exterior approved linear fluorescents, LEDs, ceramic and pulse-start metal halides</td>
<td>$650 per peak kW reduced, up to 90% of project cost, paid directly to the contractor</td>
</tr>
<tr>
<td>Refrigeration</td>
<td>Includes anti-sweat heater controls, door gaskets, evaporator fan controls, electrically commutated motors (ECMs) and strip curtains</td>
<td></td>
</tr>
<tr>
<td>Lighting Controls</td>
<td>Includes daylight controls, occupancy sensors, and time clocks</td>
<td></td>
</tr>
<tr>
<td>HVAC-DX</td>
<td>Includes A/C and Heat Pumps</td>
<td></td>
</tr>
<tr>
<td>Custom</td>
<td>Custom measures may be reviewed by the Program to determine if they meet the program criteria and are eligible for incentives</td>
<td></td>
</tr>
<tr>
<td>Hot Water Direct Install</td>
<td>Included pre-rinse spray valves for facilities that have electric hot water</td>
<td>100% of project cost</td>
</tr>
<tr>
<td>Programmable Thermostats</td>
<td>HVAC Programmable Thermostats</td>
<td>No incentives as there is no peak kW saved; measure included to promote faster paybacks if contractors wish to install and kWh will be captured in program</td>
</tr>
<tr>
<td>Vending Economizers</td>
<td>Includes only approved beverage vending economizers</td>
<td></td>
</tr>
</tbody>
</table>
PROGRAM MANAGEMENT AND CONTACTS

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

CLEAResult
SWEPCO TX Open
Phone: 1-855-496-3857
Email: open@clearesult.com

PROGRAM DATES

The program year runs from January 1, 2016 to November 30, 2016, or until the incentive budget is depleted.

Program Year Start Date: January 1, 2016

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, or by November 30, 2016, whichever is earlier.

PROGRAM ROLES & RESPONSIBILITIES

PROGRAM SPONSOR (SWEPCO TEXAS):

SWEPCO Texas is responsible for

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

IMPLEMENTER:

CLEAResult was selected by SWEPCO Texas to serve as the Implementer for Open. 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 SWEPCO Texas Open, participating contractors will be asked to fulfill the following Program requirements:

- Commit to the terms of the Open 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
- Schedule and conduct installations
- Provide installations at qualifying customer facilities in the SWEPCO Texas service territory according to the Customer Proposal provided within 60 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 Implementer of project completion within 24 hours of installation
- Submit project invoice upon completion to Implementer
- Provide Implementer with feedback on the program

CUSTOMER:

Customers will be asked to:

- Sign the Customer Proposal and commit to installation in order to reserve incentives
- Provide documentation, including but not limited to an ESIID, necessary to verify SWEPCO Texas provides electric delivery 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 SWEPCO Texas electric delivery customers who have a maximum peak demand usage of ≤100 kW at any one facility. For the purposes of this program, a “Customer” is defined by a single Tax ID number.

The map below shows the SWEPCO Texas electric delivery service areas that are eligible to participate in this program. The maps are provided for reference only, as customers located within these service territories may or may not receive electric delivery service from SWEPCO Texas. For a project at a specific facility to be eligible for financial incentives in the program, the ESIID (noted on the customer’s electric bill) must be provided in order to verify SWEPCO Texas provides electric delivery service for the facility.

SWEPCO Texas ESIID
Company Code 1017698968
Premise ID# 01234567

SWEPCO TX City Map

SWEPCO TX County Map
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 iOS enabled device
- If for any reason the participating contractor loses the right to participate in the program, the Proposal App will be remotely deactivated

MEASURE ELIGIBILITY

SWEPCO Texas offers incentives for the following measures:

<table>
<thead>
<tr>
<th>Eligible Deemed Savings Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lighting Efficiency</strong></td>
</tr>
<tr>
<td>● Linear Fluorescent lamp and ballast replacements</td>
</tr>
<tr>
<td>● High-intensity discharge (HID) fixture replacements</td>
</tr>
<tr>
<td>● Hard-wired (or screw in with permanent locking mechanism) CFLs</td>
</tr>
<tr>
<td>● LED interior and exterior lamps and fixtures</td>
</tr>
<tr>
<td><strong>DX Air Cooled Equipment</strong></td>
</tr>
<tr>
<td>● Unitary Air Conditioner</td>
</tr>
<tr>
<td>● Unitary Heat Pumps</td>
</tr>
<tr>
<td><strong>Refrigeration</strong></td>
</tr>
<tr>
<td>● Solid &amp; Glass Door Reach-Ins</td>
</tr>
<tr>
<td>● Electronic Defrost Controls</td>
</tr>
<tr>
<td>● ECM Evaporator Fan Motors</td>
</tr>
<tr>
<td>● Evaporator Fan Controls</td>
</tr>
<tr>
<td>● Cooler Night Covers</td>
</tr>
<tr>
<td>● Strip Curtains</td>
</tr>
<tr>
<td>● Zero-Energy Doors</td>
</tr>
<tr>
<td>● Door Heater Controls</td>
</tr>
<tr>
<td><strong>Lighting &amp; HVAC Controls</strong></td>
</tr>
<tr>
<td>● Programmable Thermostats (No Incentives)</td>
</tr>
<tr>
<td>● Day Light Controls</td>
</tr>
<tr>
<td>● Occupancy Controls (Lighting &amp; HVAC)</td>
</tr>
<tr>
<td><strong>Hot Water Direct Install Custom</strong></td>
</tr>
<tr>
<td>● Pre-Rinse Spray Valves</td>
</tr>
<tr>
<td>● The Program may review custom application to determine whether or not they meet the criteria of the program and are eligible for an incentive</td>
</tr>
</tbody>
</table>
Texas energy efficiency programs now provide incentives for qualified outdoor lighting measures which result in winter peak period demand 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.

SWEPCO Texas Open provides financial incentives based upon reductions in peak electric demand (kW) at a facility resulting from the completed installation of an energy efficiency measure which reliably and measurably reduces peak energy demand in accordance with the Public Utility Commission of Texas (PUCT) Substantive Rule 25.181. SWEPCO Texas has made a limited amount of funding available for these incentives to be paid within the 2016 calendar year.

SWEPCO Texas offers the following incentives based on peak electric demand:

- For qualified customers (≤100 kW) incentives are = $650 / peak kW reduced, up to 90% of project costs (Incentive ≤ 90% 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 committed 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 will 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: SWEPCO Texas 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 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 AND INCENTIVE RESERVATION

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.

PROJECT INSTALLATION

Upon completion and written approval of the pre-installation inspection, the participating contractor proceeds with the project installation. Participating contractor must 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. 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.

The Implementer will pre and post inspect 100% of the first five projects submitted by each contractor followed by five more randomly selected projects of the next twenty. Once a contractor successfully passes the initial five and twenty 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.
QUALITY MANAGEMENT SYSTEM
Quality Assurance

<table>
<thead>
<tr>
<th>Program Process Training (QA)</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Participating contractors will be educated about the program’s process for identifying and incentivizing energy efficiency projects.</td>
</tr>
<tr>
<td>Customer Proposal Review (QA)</td>
<td>Customer Proposals are reviewed and verified by the Implementer</td>
</tr>
</tbody>
</table>

Quality Control

| Post-Installation Inspection (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 of 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:

SWEPCO Texas
Contact: Jeff Thigpen Phone: 318.673.3372
Email: jdthigpen@aep.com

CLEAResult
Contact: Ryan Parrish
Phone: 479-935-9060
Email: ryan.parrish@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 SWEPCO Texas 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 SWEPCO Texas or the Implementer. Neither SWEPCO Texas 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 SWEPCO Texas nor Implementer warrants that any specific energy efficiency gains will be achieved for a particular customer under the program.
## APPENDICES

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix A</td>
<td>QAQC Requirements</td>
</tr>
<tr>
<td>Appendix B</td>
<td>Definitions</td>
</tr>
<tr>
<td>Appendix C</td>
<td>Frequently Asked Questions</td>
</tr>
<tr>
<td>Appendix D</td>
<td>Program Marketing Material</td>
</tr>
<tr>
<td>Appendix E</td>
<td>Participating Contractor Agreement</td>
</tr>
<tr>
<td>Appendix F</td>
<td>Contractor Trifold</td>
</tr>
<tr>
<td>Appendix G</td>
<td>Customer Trifold</td>
</tr>
</tbody>
</table>
**QAQC Requirements**

All products installed as part of SWEPCO Texas Open 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, and 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-it/lamps-ballasts.xls](http://www.cee1.org/com/com-it/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 or Photo documentation. Consult CEE Web site for the latest listings: [http://www.cee1.org/com/com-It/lamps-ballasts.xls](http://www.cee1.org/com/com-It/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.

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

<table>
<thead>
<tr>
<th>Lamps</th>
<th>Minimum Mean Lumens per Watt (MLPW)</th>
<th>Color Rendering Index (CRI)</th>
<th>Rated Lamp Life (hrs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-foot T8 and Reduced Wattage Lamps</td>
<td>75 MLPW*</td>
<td>&gt;80</td>
<td>20,000</td>
</tr>
<tr>
<td>3-foot T8 and Reduced Wattage Lamps</td>
<td>75 MLPW*</td>
<td>&gt;80</td>
<td>20,000</td>
</tr>
<tr>
<td>4-foot T8 30W Reduced Wattage Lamps</td>
<td>80 MLPW*</td>
<td>&gt;80</td>
<td>24,000</td>
</tr>
<tr>
<td>8-foot T8 Lamp and Ballast Systems</td>
<td>80 MLPW**</td>
<td>&gt;80</td>
<td>18,000</td>
</tr>
<tr>
<td>22.5” U-Bend T8 Lamps</td>
<td>80 MLPW*</td>
<td>&gt;80</td>
<td>18,000</td>
</tr>
<tr>
<td>21.5”/22.5” Reduced Watt long twin tube CFL (CFT40W)</td>
<td>92 MLPW*</td>
<td>&gt;80</td>
<td>20,000</td>
</tr>
</tbody>
</table>

* 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.¹
- 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.
- 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.

¹ 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

<table>
<thead>
<tr>
<th><strong>Energy Star LED Lamps (Bulbs)</strong></th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Energy Star LED Fixtures</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Under Cabinet task lighting</td>
</tr>
<tr>
<td></td>
<td>Desk task lamps</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Design Lights Consortium (DLC) LED Fixtures</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="http://www.designlights.org">http://www.designlights.org</a></td>
<td>Outdoor Area/Roadway</td>
</tr>
<tr>
<td></td>
<td>Outdoor Decorative</td>
</tr>
<tr>
<td></td>
<td>Outdoor Wall-Mount</td>
</tr>
<tr>
<td></td>
<td>Parking Garage</td>
</tr>
<tr>
<td></td>
<td>Track and Directional</td>
</tr>
<tr>
<td></td>
<td>Refrigerated Case-Horizontal</td>
</tr>
<tr>
<td></td>
<td>Refrigerated Case-Vertical</td>
</tr>
<tr>
<td></td>
<td>Display Case-Vertical</td>
</tr>
<tr>
<td></td>
<td>Display Case</td>
</tr>
<tr>
<td></td>
<td>2x4, 2x2, 1x4 troffers</td>
</tr>
<tr>
<td></td>
<td>Floodlights</td>
</tr>
<tr>
<td></td>
<td>Retrofit Kits</td>
</tr>
<tr>
<td></td>
<td>Highbay/Highbay Aisle/Lowbay</td>
</tr>
<tr>
<td></td>
<td>Fuel Pump Canopy</td>
</tr>
<tr>
<td></td>
<td>4-foot Linear Replacement Lamps</td>
</tr>
<tr>
<td></td>
<td>Bollards</td>
</tr>
<tr>
<td></td>
<td>Wall-wash Luminaires</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Lighting Design Lab Lamps &amp; Tubes</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="http://www.lightingdesignlab.com">http://www.lightingdesignlab.com</a></td>
<td>3’, 4’ Linear Replacement</td>
</tr>
<tr>
<td></td>
<td>LED Screw in Lamps</td>
</tr>
<tr>
<td></td>
<td>Globe</td>
</tr>
<tr>
<td></td>
<td>U-Bend Lamps</td>
</tr>
<tr>
<td></td>
<td>HID Replacement</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Lighting Design Lab Fixtures</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="http://www.lightingdesignlab.com">http://www.lightingdesignlab.com</a></td>
<td>Canopy Luminaires</td>
</tr>
<tr>
<td></td>
<td>Cove Lights</td>
</tr>
<tr>
<td></td>
<td>Display/Refrigeration Case/Sign Lighting</td>
</tr>
<tr>
<td></td>
<td>Fuel Pump Canopy</td>
</tr>
<tr>
<td></td>
<td>HID Replacements</td>
</tr>
<tr>
<td></td>
<td>High-bay/Low-bay (including Aisle)</td>
</tr>
<tr>
<td></td>
<td>Interior Wall/Ceiling-Mounted Decorative</td>
</tr>
<tr>
<td></td>
<td>Linear Luminaires (Direct)</td>
</tr>
<tr>
<td></td>
<td>Linear Luminaires (Indirect/Direct)</td>
</tr>
<tr>
<td></td>
<td>Linear Panels (Troffers)</td>
</tr>
<tr>
<td></td>
<td>Linear Panels (Troffers) retrofit</td>
</tr>
<tr>
<td></td>
<td>Outdoor Pole-Mounted Area and Roadway</td>
</tr>
<tr>
<td></td>
<td>Outdoor Pole-Mounted Area</td>
</tr>
<tr>
<td></td>
<td>Outdoor Wall/Ground-Mounted Luminaire</td>
</tr>
<tr>
<td></td>
<td>Outdoor Wall/Ground-Mounted Fixtures</td>
</tr>
<tr>
<td></td>
<td>Parking Garage/Canopy Fixtures</td>
</tr>
<tr>
<td></td>
<td>Parking Garage/Canopy</td>
</tr>
<tr>
<td></td>
<td>Recessed, Surface and Pendant-Mounted Downlights</td>
</tr>
<tr>
<td></td>
<td>Wall Wash Luminaires</td>
</tr>
<tr>
<td></td>
<td>Wall Wash Luminaires (sconce)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>DOE Lighting Facts</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="http://www.lightingfacts.com">http://www.lightingfacts.com</a></td>
<td>Luminaire</td>
</tr>
<tr>
<td></td>
<td>Lamp</td>
</tr>
<tr>
<td></td>
<td>Retrofit Kit</td>
</tr>
</tbody>
</table>
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.
DEFINITIONS

Customer Proposal – In order to qualify as a participant and reserve financial incentives through SWEPCO Texas Open, a 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 $650/kW reduced for customers with maximum peak demand of ≤100 kW, up to 90% of the project cost, for all lighting, refrigeration, HVAC A/C and heat pump replacements, lighting controls, and custom measures. For hot water direct install measures, which include faucet aerators and pre-rinse spray valves, the Program will pay up to 100% of the project cost for those specific measures. The Program does not offer incentives for vending machine economizers and programmable thermostats, but does encourage installation of these to further improve the customer’s energy savings and financial payback.

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 – There are two defined peak periods in Texas, a summer and winter peak period.

Summer peak period - The Summer 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.

Winter Peak Period – The Texas energy efficiency rule now includes a defined winter peak period between the hours of 6:00 a.m. and 10:00 a.m., and 6:00 p.m. and 10:00 p.m., during the months of December, January and February, 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 to validate and collect data on existing equipment and measures.
Frequently Asked Questions

For Customers

Q1. What is the Program?
A1. Open 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
- Pre- and post-installation inspections at no cost
- Incentives paid directly to your contractor by the program
- Ongoing reduction in energy costs

Q2. How do I know if I am an eligible customer?
A2. Open is available to commercial class customers with a valid SWEPCO Texas 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 (indoor and outdoor), refrigeration technologies, HVAC technologies, lighting and HVAC controls, and hot water technologies. Incentives will be reflected as a discount on your contractor’s bill.

Q4. How do I find a participating contractor?
A4. Visit SWEPCOgridSMART.com/texas for a list of participating SWEPCO Texas Open contractors and their contact information.
FOR CONTRACTORS

Q1. What are the incentives?
A1. The Program will pay $700/kW reduced for custom customers with maximum peak demand of ≤100 kW, up to 90% of the project cost, for all lighting, refrigeration, HVAC A/C and heat pump replacements, lighting controls, and custom measures. For hot water direct install measures, which include faucet aerators and pre-rinse spray valves, the Program will pay up to 100% of the project cost for those specific measures. The Program does not offer incentives for vending machine economizers and programmable thermostats, but does encourage the installation of these to further improve the customer’s energy savings and financial payback.

Q2. How do I get involved?
A2. Visit SWEPCOgridSMART.com/texas or contact a SWEPCO Texas Open representative at 855.496.3857.

Q3. How do I schedule a training session?
A3. Contact George LePoris at george.leporis@clearesult.com or 214.302.8130 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 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.
PARTICIPATING CONTRACTOR AGREEMENT

SWEPCO Texas is offering Open to improve the energy efficiency of small commercial facilities located within SWEPCO Texas service territories. SWEPCO Texas 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 SWEPCO Texas
- Aggressive peak electric demand savings-based incentives aimed at increasing customer adoption of energy efficiency measures

Participation Requirements

Insurance
During the term, participating contractors shall maintain and provide proof of the following Commercial General Liability Insurance Minimums:

- $1,000,000 general liability insurance coverage
- Worker’s compensation and employer’s liability coverage
- Business automobile liability coverage including owned, non-owned, and hired vehicles

Licenses
At all times during the program, participating contractors must adhere to all permitting and licensing requirements as set forth by federal, state, county, and/or municipal authorities with jurisdiction overseeing work performed.

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 and/or training certificates (if applicable) via:

Email: open@clearesult.com

Mail: SWEPCO Texas Open
4301 Westbank Dr
Building A – Suite 300
Austin, TX 78746

Company Information

Company Name: 

<table>
<thead>
<tr>
<th>Company Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Contact Name:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax Number:</td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td></td>
</tr>
<tr>
<td>Website</td>
<td></td>
</tr>
</tbody>
</table>

### Mailing and Incentive Information

#### Mailing Address:

<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
</tr>
</thead>
</table>

#### Company Tax ID or SSN:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

**Please identify products and/or services provided by company.**

- [ ] Lighting Efficiency
- [ ] Lighting & HVAC Controls
- [ ] Refrigeration
- [ ] Building Envelope
- [ ] Food Service Measures
- [ ] DX Air Cooled
- [ ] DX Air Cooled Equipment (Chillers)

*Required BPI or RESNET certified auditor on staff?  
[ ] Yes  
[ ] No

### Staff, Training, and Certifications

<table>
<thead>
<tr>
<th>Staff Member Name</th>
<th>Trainings/Certifications</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Terms and Conditions

This Contractor Agreement (“Agreement”) is made and entered into by and between CLEAResult, (hereinafter “Implementer”), and __________________ (hereinafter “Participating Contractor”), (Implementer and Participating Contractor each hereinafter referred to as a “Party” and together as the “Parties”). Implementer administers Open (hereinafter “Program”) on behalf of SWEPCO Texas, a division of American Electric Power (hereinafter “Utility”). In consideration of the mutual covenants and agreements hereinafter set forth, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

As a Participating Contractor in the Program, Participating Contractor hereby agrees to the following:

1. The Participating Contractor agrees to the roles, responsibilities, requirements, policies, terms, conditions, and guidelines of the Program as set forth in the 2016 Open Program Manual.

2. Participating Contractor is an independent contractor in relation to the Implementer and Utility, and is voluntarily participating in the Program to deliver the services as outlined in the program manual directly to customers for whom Utility provides electric delivery service (“Customer”). As such, Participating Contractor shall not be deemed a partner, agent, or employee of the Implementer, Utility, or Customer for any purpose. Participating 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.

3. Participating Contractor shall not knowingly misrepresent any information concerning the Program, its purpose, policies, incentives, and procedures, or their role in the Program or relationship with the Implementer or the Utility.

4. Participating Contractor acknowledges that incentives will be paid by Utility only if: 1) Customer(s) and installed measure(s) or services meet the program eligibility requirements outlined in the program manual; 2) Measures are installed in project sites that receive delivery of electricity from Utility (SWEPCO Texas) as evidenced by the EDIID number; and 3) Measures are installed at a project site that has not received incentives from any other of Utility’s energy efficiency programs for the same measure(s). Participating Contractor understands that Utility may withhold incentive payments committed to the Participating Contractor if the project site is proven to not receive electric delivery service from Utility.

5. Participating Contractor will, at its sole expense, purchase, maintain, and require its agents and subcontractors to purchase and maintain, during the term of its participation in the Program, insurance policies with substantial and sound insurers, having coverage of the types and at least in the amounts specified in this Agreement.

6. Participating Contractor shall not use the Implementer or its affiliates, or SWEPCO Texas trademarks without written approval by the Implementer, or Utility respectively.

7. The Implementer has the sole right and authority to determine acceptance of Participating Contractor’s application and resulting right of participation in the Program.

8. Participating Contractor must agree 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. Participating Contractor recognizes that any leads received as a result of the Program’s efforts constitute a Program benefit.

9. Participating Contractor understands that participation in the Program does not constitute an endorsement of any kind on the part of the Implementer or Utility. Participating Contractor shall not state or imply any such endorsement, either directly or indirectly, in written or verbal form.

10. Participating Contractor shall not mislead any customer(s) about the availability of Program incentives or misrepresent its role in the incentive award process. Only Utility or the Implementer on behalf of Utility, in its sole discretion can approve or reallocate Program incentives for a customer.

11. Participating Contractor must possess the required diagnostic equipment, in good working order, and have the ability to deploy it at each participating location, prior to commencing comprehensive energy audits and installing measures under the Program.

12. Participating 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 the Implementer and Utility upon request. This includes but is not limited to appropriate liability insurance, permits, licensure, or certification information, installed equipment model and serial numbers, etc.
13. Participating Contractor must agree to allow random field inspections, by Utility, the Implementer or its designee, of work that has been performed. Participating Contractor, upon request from Utility or the Implementer, and at no additional cost to the customer, shall make reasonable repairs or corrections to work that Participating Contractor has performed to bring such work up to Program standards.

14. Participating Contractor, its employees, agents and subcontractors, represent and warrant that: 1) the services performed for a customer through the Program shall be performed in a good workmanlike, skilled, and professional manner; 2) the services shall comply in all material respects with the specification and other requirements set forth in each applicable contract with customer and in strict accordance with the Program and this Agreement; 3) Participating 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; and 4) Participating Contractor is the lawful owner or licensee of any intellectual property, software applications or other materials used by Participating 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.

15. Participating Contractor understands that the Implementer reserves the right to terminate or to modify this Agreement at any time for Participating Contractor’s noncompliance with the program manual, any law, any clause of this Agreement. In the event of termination of this Agreement by the Implementer, Participating Contractor will be notified of such termination in writing, and Participating Contractor will be allowed 30 days from the date of the termination to submit any remaining documentation for qualifying energy efficiency measures that have previously been installed for a customer by the Participating Contractor.

16. Participating Contractor acknowledges that the Implementer is an independent contractor with respect to Utility and the Program, and that beyond reserving incentive funds, the Implementer is not authorized to make reservations or incur obligations on behalf of Utility.

17. Any review, inspection, or acceptance by the Implementer or Utility of the project site or of the design, construction, installation, operation or maintenance of any energy efficiency measure and/or energy generation measure(s) by the Implementer or Utility is solely for the information of Utility and that, in performing any such inspection or review or in accepting an energy efficiency measure and/or energy generation measure(s), Utility makes no representation or warranty whatsoever, whether expressed or implied, including without limitation warranty of merchantability and fitness for a particular purpose, as to the economic or technical feasibility, capability, safety, or reliability of the energy efficiency measure and/or energy generation measure(s) or its installation by the Participating Contractor.

18. Participating Contractor shall defend, protect, indemnify, and hold harmless Utility and the Implementer, 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 referred to as 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 (hereinafter referred to as “claims”) arising out of Participating Contractors, or its agents or subcontractors, acts or omissions incident to or related in any way to, directly or indirectly, the services, agreement and/or the Program. Participating Contractor acknowledges and agrees that with respect to any claims brought against the Indemnified Parties, Participating 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.

19. In the course of participation in the Program, Participating Contractor may have access to confidential information. Participating Contractor agrees to 1) use such confidential information solely for the purposes for which it is provided; 2) not disclose such confidential information to any third party; and 3) otherwise protect such confidential information from unauthorized use and disclosure to the same extent that it protects its own confidential information of a similar nature.

20. Participating Contractor will not assign any of the rights or responsibilities arising from this Agreement to any individual or entity without first having obtained the written approval of the Implementer.

21. In no event shall the Implementer or Utility be liable to Participating Contractor, its employees, agents, or subcontractors for damages whatsoever (including but not limited to lost profits or interruption of business) arising out of the Program, or the services related to this Agreement, even if advised of the possibility of such damages.
22. Participating Contractor agrees that no marketing materials shall be created to promote the Program without prior authorization from the Implementer and Utility. The Implementer will provide approved marketing materials to Participating Contractor.

23. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The Parties agree that the proper venue and jurisdiction for any cause of action relating to this Agreement will be Travis County, Texas, unless such cause of action is within the jurisdiction of the Public Utility Commission of Texas (PUCT), in which case proper venue and jurisdiction will be at the PUCT.

24. Participating Contractor acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms. No modification or waiver of any provision shall be binding unless it is contained in writing signed by both Parties.

**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 Implementer with its tax identification number on a W9 form. Utility nor Implementer will be responsible for any tax liability imposed on the Participating Contractor as a result 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.

**AGREEMENT**

Company: CLEAResult
Name: Ryan Parrish
Signature: __________________________
Title: Program Manager
Date: __________________________

Company: __________________________
Name: __________________________
Signature: __________________________
Title: __________________________
Date: __________________________
Available Incentives

SWPCO offers the following Open Incentives based on the customer's peak electric demand:

- Customers with ≤100 kW demand
  - Up to $800/kW refund

Eligible Projects

Eligible energy-efficiency measures include indoor lighting, exterior lighting, refrigeration, and electric hot water. The Program pays a higher percentage of project costs, when compared to other commercial energy-efficiency programs. 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 your project.

Eligible Measures

- LED lighting upgrades
- Task lights, bulbs, fixtures
- Fluorescent lighting upgrades
- Occupancy sensor installations
- LED exit sign retrofits
- Anti-sweat heater controls for refrigerator doors
- Electric hot water pre-rinse spray valves
- And more!

*LED upgrades must be approved by either Design Lights Consortium, ENERGY STAR, Lighting Design Line, or DOE LED Lighting Facts.

Sell high efficiency equipment with rebates for small businesses!

SWPCO Texas Open offers cash incentives that make high efficiency equipment more affordable for your customers.

Start participating today!

For more information on becoming a participating Open contractor, call 1-800-464-3873, or visit www.swpecogridsmart.com/texas.

Typical Open project scenario

This hypothetical example illustrates a scenario that could take place at a small office building. Simulated existing conditions and sample proposed retrofits are listed with a summary estimate of energy and cost savings below. The data below illustrates how the program operates and its potential value, but is not necessarily indicative of what you may see at a customer’s site.

Project by the numbers:

- **3.54 kW**
  - total annual energy savings: **$4,792**
  - estimated incentive: **$1,638**
  - net cost to customer: **$2,491**
  - estimated annual bill savings: **18.24 months**

Who is eligible?

Small commercial customers with:

- A valid SWPCO account number
- ≤100 kW peak demand at any one facility

How do customers participate?

1. Contact a participating contractor.
2. Participating contractor will schedule a no-cost walk through assessment of the facility to identify low-cost energy-saving measures.
3. Upon the customer's and the program’s approval, participating contractor will install savings measures.
4. After verification, incentive is mailed to the contractor.
CUSTOMER TRIFOLD

Available Incentives
SWEPCO offers the following Open incentives based on your peak electric demand.

- Customers with a 100kW demand
- Up to 200kW allowed

Eligible Projects
Eligible energy efficiency measures include indoor lighting, outdoor lighting, refrigeration, and electric hot water. The Program pays a higher percentage of project costs, when compared to other commercial energy efficiency programs. 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 your project.

Eligible Measures
- LED lighting upgrades
- Task lights, bulbs, fixtures
- Fluorescent lighting upgrades
- Occupancy sensor installations
- LED wall sconce retrofits
- Anti-squall hurricane controls for roof penetrations
- Electric hot water pre-rinse spray valves
- And more

*APD upgrades must be approved by either Design Lights Consortium, ENERGY STAR, Lighting Design List, or DOE LED Lighting Facts.

You have the power to lower your energy bill
Open offers energy-saving solutions for SWEPCO Texas small business customers!

It’s your bottom line – take control of your energy choices.
For more information, call 1-855-496-3857 to speak with a program representative, or visit SWEPCO/gridSMART.com.

SWEPCO Open

Typical Open project scenario
This hypothetical example illustrates a scenario that could take place in a small office building. Simulated existing conditions and sample proposed retrofits are listed with a summary estimate of energy and cost savings below. The data below illustrates how the program operates and its potential value, but is not necessarily indicative of what you may see at your site.

- Existing interior lighting fixtures:
  - 16 2-lamp T5
  - 16 2-lamp LED

- Interior lighting fixtures:
  - 32 2-lamp T12
  - 32 2-lamp LED
  - 16 10-watt LED
  - 16 10-watt T12

The Program offers:
- 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 your contractor by the program to reduce your costs of adopting energy-efficient equipment
- Ongoing reduction in energy costs

Who is eligible?
Small commercial customers with:
- A valid SWEPCO account number
- <150 kW peak demand

Let’s get started:
1. A participating contractor will schedule a no-cost, walk-through assessment of your facility.
2. Review energy savings proposal and approve the project by signing the Open Customer Proposal.
3. The Participating Contractor will install savings measures within 60 days of the signed agreement.

Project by the numbers
- 3.54 kW total annual energy savings
- $4,792 total cost
- $2,301 estimated incentive
- $2,491 net cost to customer
- 18.24 months payback