

Attachment A
SCOPE OF WORK

1. *Program Description.* Cape Light Compact (Compact) is seeking proposals from qualified vendors to provide service delivery for the Commercial and Industrial Program (the “Program”). Under the Program, the Compact provides services to all non-residential customers with the following segments, or sub-initiative: small business customers, municipal customers and large commercial customers. In addition, the Compact may call upon the Vendor to perform ancillary services, as necessary.

The Compact may choose to utilize multiple Vendors, so bidders should indicate which scopes and services by segment would be part of their response.

Small business customers are defined as those that use 1.5 million kWh or less annually, whereas large customers use more than 1.5 million kWh. Please note that the Compact may seek to track participation and savings for microbusinesses, which is a further subset of small businesses. These are defined as using 110,000 kWh or less.

Municipal customers are defined as those accounts for which a Town or County (or special districts thereof) is responsible for the building ownership and/or energy use. These customers are not defined by usage.

The Program serves customers with all heating fuels (electric, oil, propane, other) except natural gas which are served through the natural gas company.

For any new construction projects, the Compact works the other Program Administrators (PAs) throughout the state.

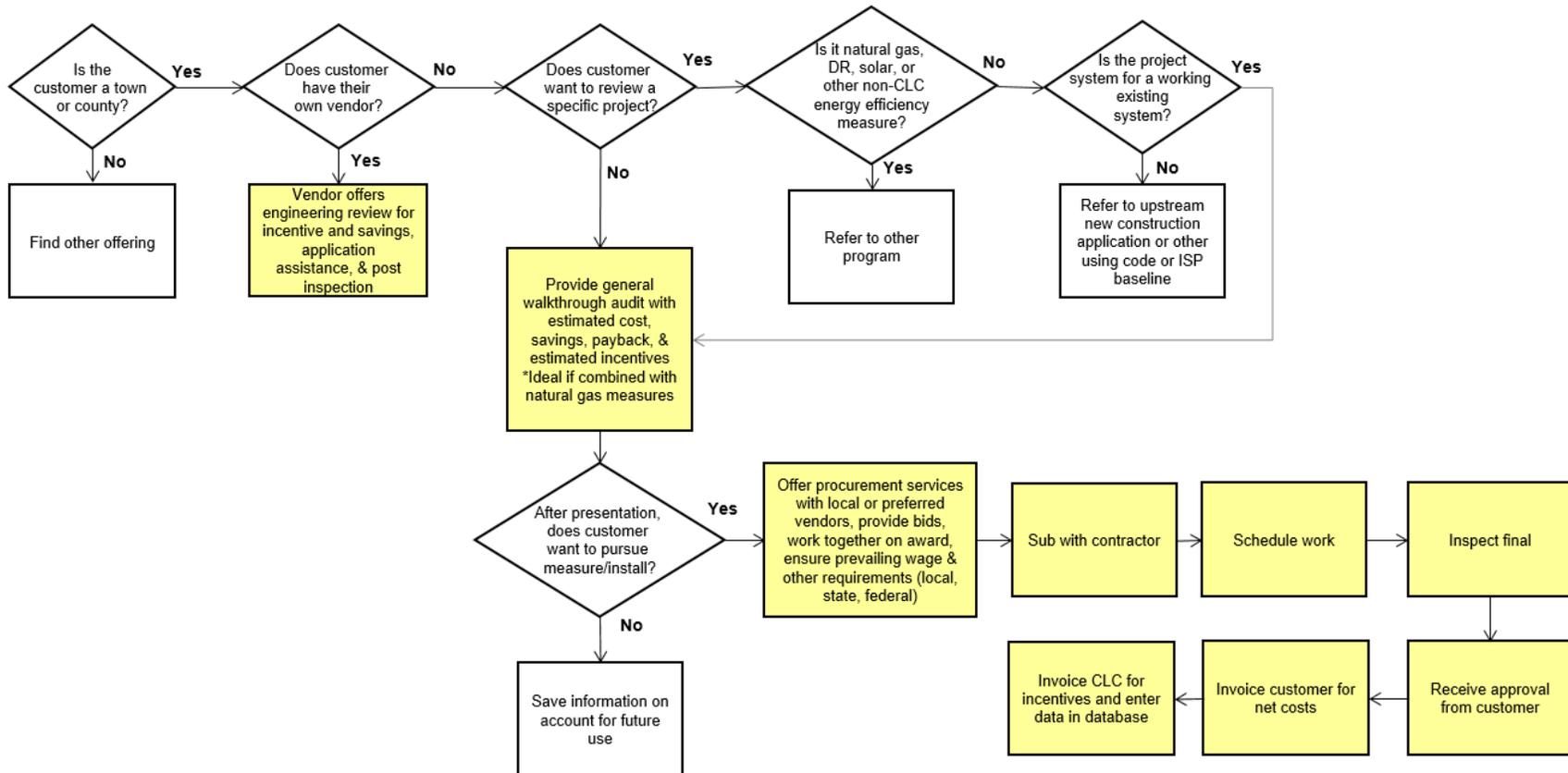
2. *Objectives/Goals.* The goals of the Programs are to:
- a. Achieve a maximum level of cost-effective energy savings per dollar spent.
 - b. Provide cost and value-added services.
 - c. Achieve persistence of energy savings through effective and appropriate choice of energy efficiency measures, and.
 - d. Deliver cost effective energy efficiency measure installations.

Further objectives are set forth in the description of services below.

3. *Services.* The Services to be performed by Vendor(s) are detailed below after the process flows.

Please see the following process flows for each sub-initiative:

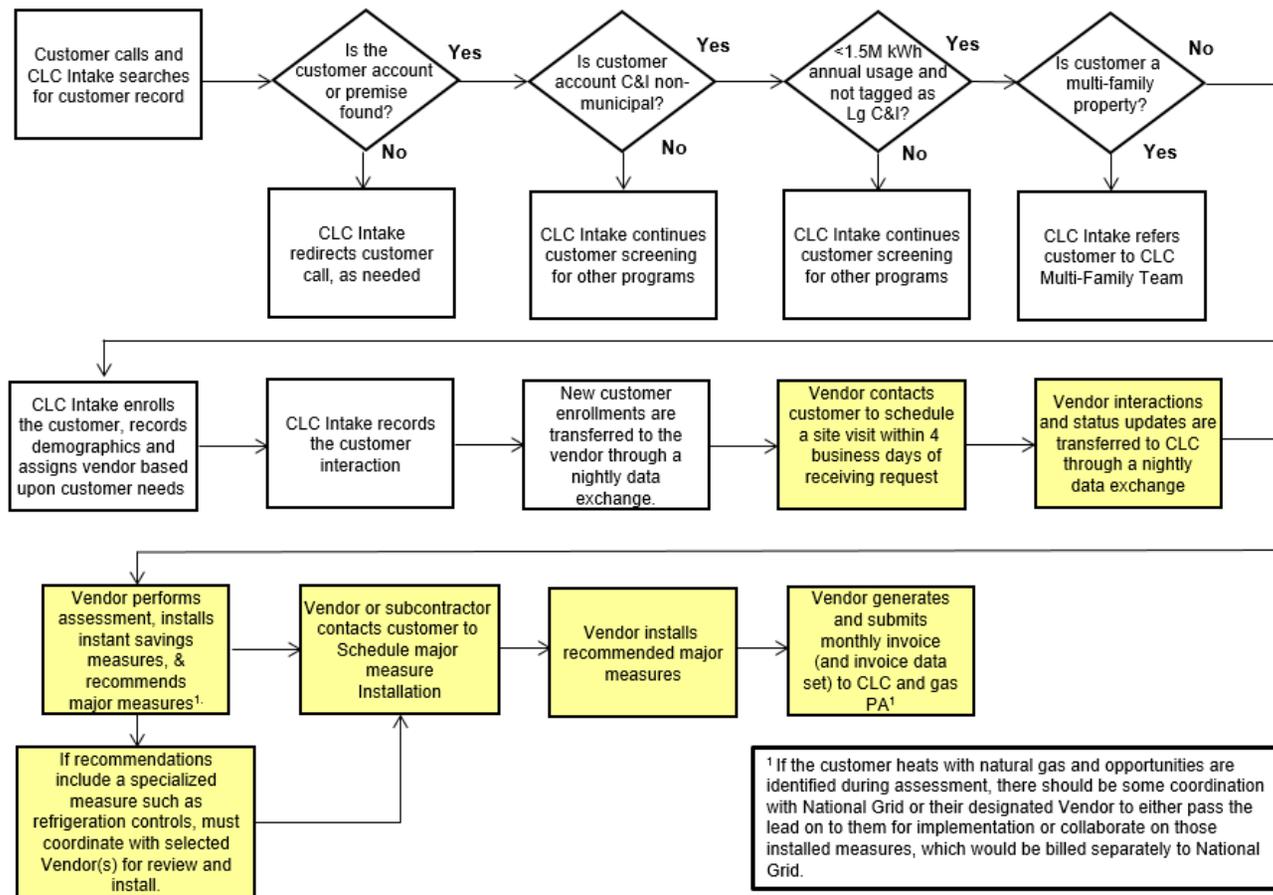
Municipal process



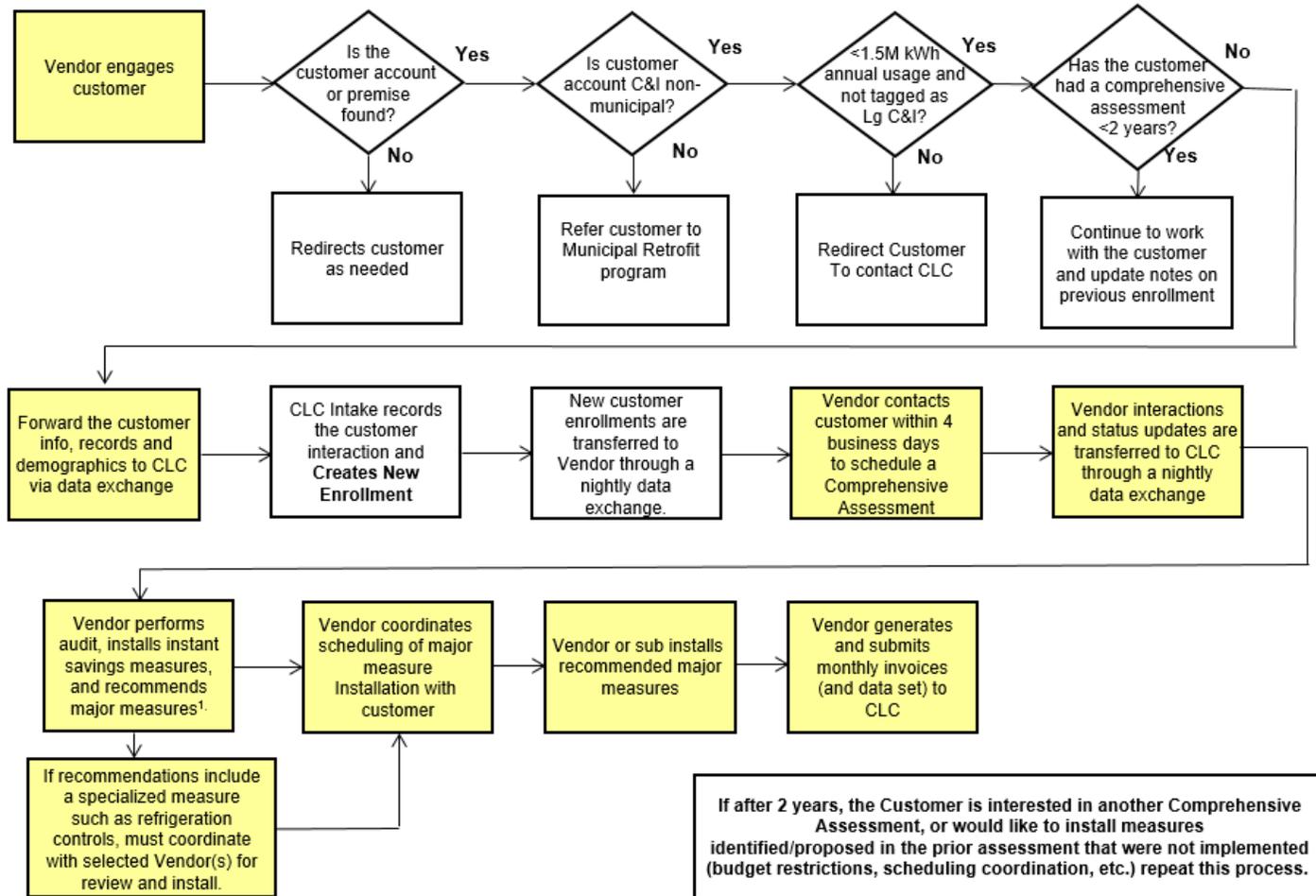
The following process flows refer to pathways available to small business customers.

The immediate two process flows outline the Customer journey and Vendor process for the Turnkey (also referred to as Direct Install) pathway.

Customer process

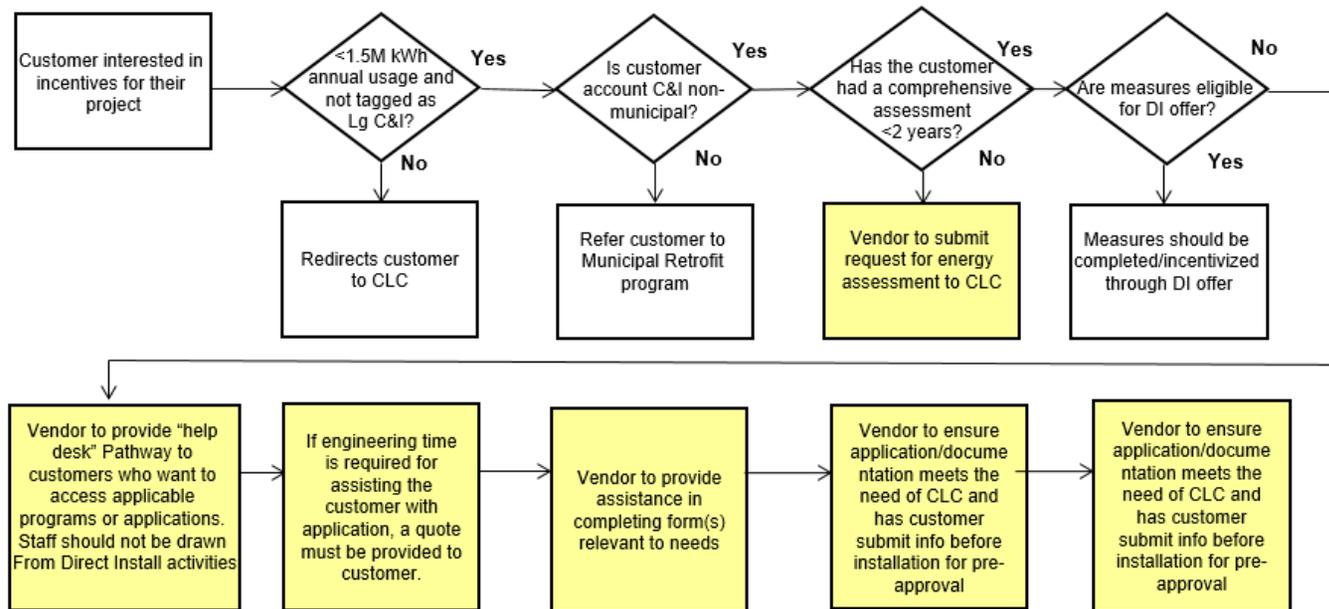


Vendor process



The following process flow seeks to improve the customer experience when additional work, not covered through Turnkey, may be identified and recommended during an energy assessment. For example, if a customer wishes to add new fixtures (not replacing existing ones), Vendor would link the customers to the appropriate new equipment incentive application forms. Vendor would also assist customer in completing the application forms and ensure that forms and documentation meets the needs of the Compact. Application and documentation would then be submitted to the Compact for review and processing.

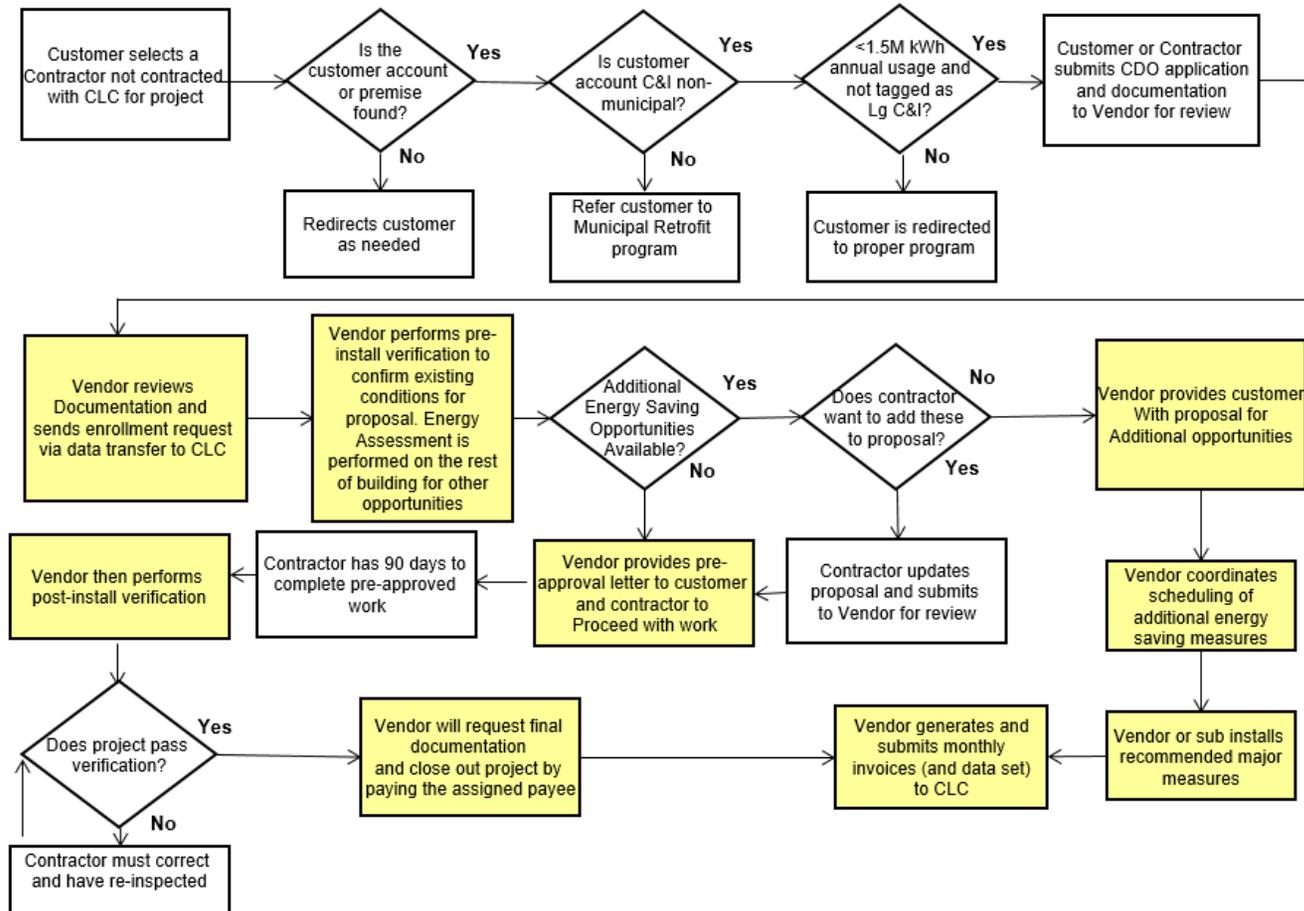
Application Concierge process



The Customer Directed Option (CDO) is a hybrid energy assessment and application offering available to customers who wish to use their own contractor for the installation. Small Business Vendor is responsible for managing the CDO offering, by reviewing/approving materials submitted by the customer or its contractor, performing an on-site pre-installation verification visit

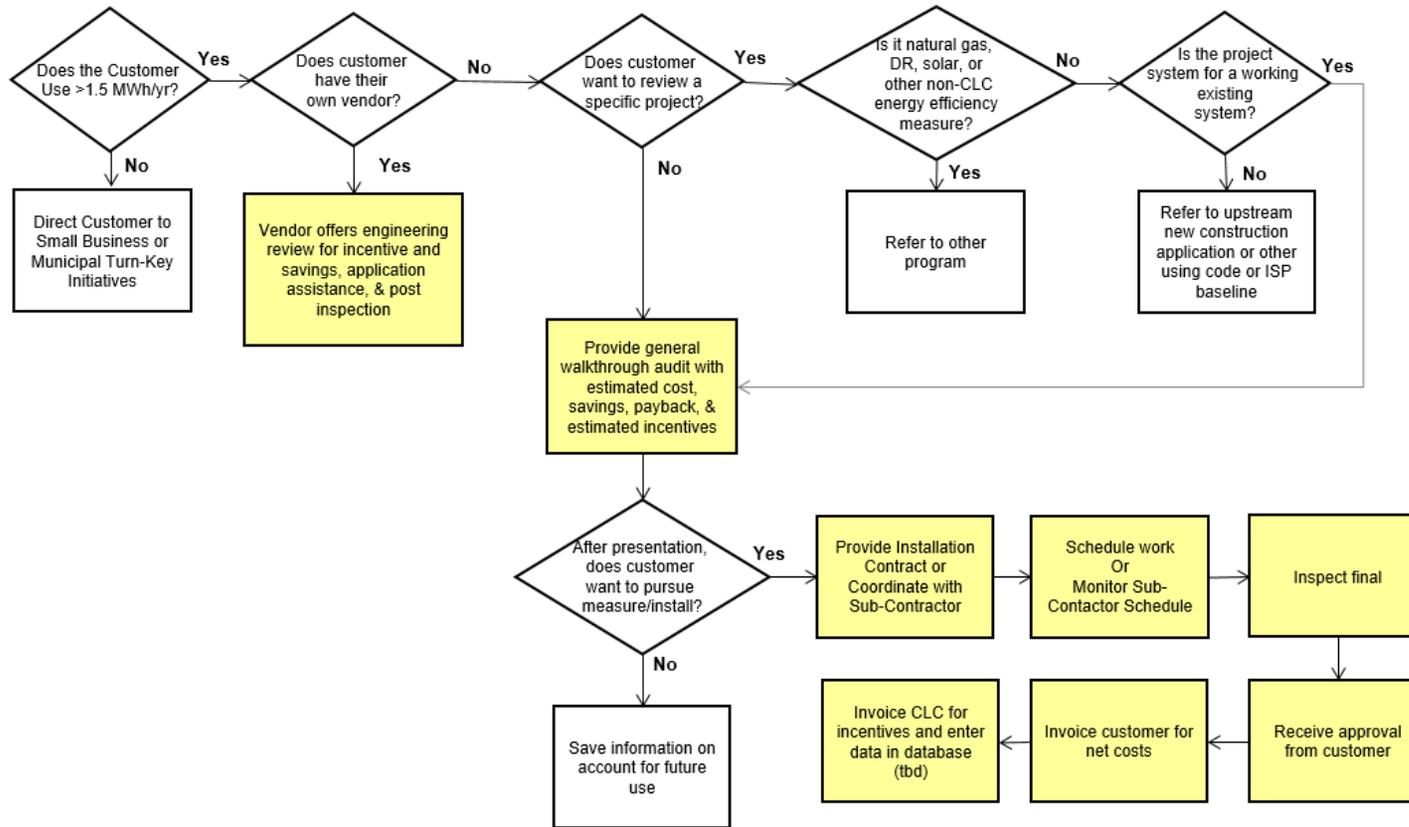
where the energy specialist will identify if other energy efficiency opportunities are available, and perform post-installation site visits when the project is complete. The Vendor will process the application (and pay applicable incentives to customer or contractor) once project is complete and verified.

Customer Directed Option (CDO) – managed by Small B Vendor (Vendor)



The following process flow describes the large commercial and industrial sub-initiative.

Large C&I Process (Customers referred to Vendor by CLC Staff)



Please refer to table below for Vendor(s) responsibilities by each sub initiative.

Services by Sub Initiative								
		Municipal	Small Business			Large C&I	Ancillary Services	New Construction
			Energy Assessment Services	Application Concierge	Customer Directed Option			
A	Engineering Energy Assessment and Scoping Services	X	X		X	X	X	X
B	Engineering Peer Review Services	X		X	X	X	X	X
C	Large Customer Project Management Services					X	X	
D	Miscellaneous Engineering Support	X	X	X	X	X	X	X
E	QA/QC On Site Inspection Services	X			X	X	X	X
F	Application Processing & Management Services	X	X	X	X	X	X	X
G	Other Miscellaneous Non-Engineering Program and Project Management Support	X	X	X	X	X	X	X
H	Direct Install/ Turnkey Services (incl. program management, installation, marketing, etc.)	X	X		X	X (as needed)		

A. Engineering Energy Assessment and Scoping Services

These services focus on site energy assessments of non-residential customer sites, providing engineering studies as requested by the Compact which may include:

- General walkthrough assessments (most common)
- ASHRAE Level I, II, or III Audits
- Energy usage trending analysis (all energy sources, as applicable)
- Installation and monitor energy metering equipment.
- Site specific energy savings calculations and analysis for any applicable energy efficiency improvements
- Screening of custom projects using the statewide Custom Screening Tool or applicable custom express tools (as provided)
- Perform computerized energy simulations and benchmarking (DOE-2, eQUEST, ENERGY STAR® Portfolio Manager, and similar programs)
- Attend customer meetings on the Cape, Vineyard or other locations as requested by and coordinated with the Compact, including but not limited to presentations in public forums.
- Perform retro-commissioning analysis, as applicable.

B. Engineering Peer Review Services

The Vendor(s) providing Engineering Peer Review Services will be called upon to review energy calculations, simulations and analyses submitted by 3rd party vendors on behalf of the customer for accuracy and program application. In this role, the vendor may also:

- As requested, conduct pre-installation and post-installation inspections for specific sites for confirmation of existing conditions (for retrofit) and installed measures and/or operation that would support the energy efficiency claims.
- Review schematic, design document, or construction documents for all proposed equipment that may qualify for incentives. This review determines whether the equipment will qualify, and if it does not, will provide recommendations on upgrades that will earn an incentive or a rebate through the Compact's programs.
- Screening of Custom projects using the statewide Custom Screening Tool
- Perform energy usage trend analysis (based on monthly usage and demand)
- Install and monitor metering of existing or proposed equipment.
- Other engineering analyses as requested.

C. Large Customer Project Management Services

The Vendor(s) providing Large Customer Project Management Services to the Compact will be expected to support Compact Staff with various tasks related to the Compact's Large Commercial and Industrial Program implementation strategy for the less than 100 Compact customers with aggregated usage greater than 1.5 million kWh per year. As part of that strategy, the Compact's largest customers have a dedicated Compact staff liaison

focused on developing multi-year energy efficiency Memorandums of Understanding (MOUs), Strategic Energy Management Plans (SEMPs) with these customers, and other strategic partnerships. In any given year, it is estimated that somewhere between 25 and 35 such customers will be participating with actual measure installations, though others could be active with planning as well. The tasks the Compact may want assistance within this role include, but are not limited to:

- Any/all services outlined in Scopes A-H, as needed.
- Additional project and relationship management coordination tasks as agreed to with Cape Light Compact and the Customer on a case-by-case basis; including, but not limited to:
 - o Coordinating with customer and the Compact to establish long term energy efficiency investment strategy.
 - o Acting as customer contact for general inquiries related to specific energy efficiency projects
 - o Acting as liaison of Cape Light Compact in attendance at on-site project meetings or conference calls
 - o Attending customer stakeholder meetings to present energy efficiency strategies or project specific information
 - o Perform and present various Benefit-Cost analysis for presentation to customer, compact and/or other stakeholders. (Including: Total Resource Cost Test, Participant Cost Test, Rate Impact Measure Test, Customer Return on Investment, Net Present Value etc.)

D. Other Miscellaneous Engineering Support

- Serve as a resource to the Compact for any technical issues on equipment performance, facilities operation, equipment load shapes, advances in commercial energy efficiency equipment and technology, experience with C&I projects, and other areas of technical relevance in the energy efficiency field.
- Serve as a resource for energy-related training on all levels;
- Serve as a subject matter expert/resource for engineering related presentations on behalf of the Compact;
- Perform energy usage trend analysis (based on monthly usage and demand) as needed;
- Install and monitor metering of existing and/or installed equipment
- Provide support calculations and analysis for custom or specialized energy related projects;
- Perform computerized energy simulations and benchmarking (DOE-2, eQUEST, ENERGY STAR® Portfolio Manager, and similar programs);
- Develop Minimum Requirements Documents to ensure savings; and
- Other miscellaneous engineering tasks as needed on an ad-hoc basis

E. QA/QC On-Site Inspection Services

The Vendor(s) providing inspection services will be called upon to perform site inspections of pre and/or post installation conditions for participating customers. As part of these services, the Vendor(s) will be expected to work with the Compact to determine an appropriate timeline for various inspection and reporting milestones, and:

1. Schedule the Pre or Post Installation Inspection with the customer or their representative and travel to the site.
2. Bring appropriate employee identification as well as all necessary equipment to properly inspect the respective projects, including but not limited to Personal Protective Equipment (PPE), ladder, tape measure, screwdrivers, camera or camera-ready smartphone/tablet, and ballast discriminators.
3. Verify that the existing conditions and quantity of equipment on site is as stated in the submitted application for the pre installation condition, or for the post-installation inspection verify that the proposed energy efficiency measures were installed accordingly, in the appropriate number, and are operating.
4. Submit the Pre or Post Installation Inspection report to the Compact identifying any discrepancies, per the timeline agreed to with the Compact.

F. Application Processing and Management Services

The Vendor(s) providing Application Processing and Management Services is expected to utilize the Compact database to perform intake, review, process, and report on applications on behalf of the Compact, including:

1. Providing application intake on behalf of the Compact and its customers by maintaining a Compact email box and phone line;
2. Reviewing the submitted application for completeness and working with customer or their representative to complete application accordingly
3. Confirm that proposed equipment meets all application requirements, including, but not limited to, checking to ensure that any proposed lighting equipment is on the Qualified Products list, and that minimum efficiency requirements are met
4. Queue the application for Pre-Installation Inspection, where appropriate
5. Receive the Pre-Installation Inspection report and work with customer or their representative to remediate submittal should any discrepancies be found in the Pre-Installation inspection, including but not limited to incorrect equipment quantities or hours of operation submitted, or the incorrect application being utilized.
6. Calculate energy savings associated for the proposed prescriptive measures according to the inspected conditions and calculation methodologies provided in the Massachusetts eTRM
7. Work with Cape Light Compact to issue a Pre-Approval Letter to the customer for each project requiring pre-approval with all applicable information such as photos and materials.
8. Upon notification of project completion by the customer, queue the application for Post-Installation Inspection
9. Work with customer or their vendor to obtain invoices and proof of payment for the project.

10. Receive the post-installation inspection report and work with the customer to resolve any discrepancies and amend energy calculations as necessary based on the inspection and invoices from the customer or their representative.
11. Submit a completed application package to Cape Light Compact for processing through the database.

In addition, the Application Processing and Management vendor will coordinate with the Compact's Engineering Services vendor in instances of Custom Applications or other instances where Engineering analysis and or equipment inspection/monitoring is required beyond the processing vendor's scope of work.

G. Other Miscellaneous Non-Engineering Program and Project Management Support

Vendor(s) providing Miscellaneous Non-Engineering Program and Project Management Support will be contracted by the Cape Light Compact for a specific not to exceed contract value for the purpose of supporting the Compact on both specified projects, as well as on an as-needed basis as mutually agreed upon with such vendors.

H. Turnkey or Direct Install Services

The components to these services are: (i) Program Management; (ii) Scheduling/Follow-up/Technical Assistance; (iii) Energy Assessments; (iv) Implementing Efficiency Measures; (v) Promoting, Distributing, and Processing Initiatives; and (vi) Marketing Support.

(i) Program Management

The Vendor is responsible for overall Program management and providing technical assistance to internal field staff and their direct subcontractors. The Vendor and subcontractors must have applicable licenses for audit and installation work. Cape Light Compact will not compensate the Vendor for any training costs associated with essential requirements, unless otherwise specified in advance. The Vendor's Program management duties include:

- a. Training for staff and subcontractors on program policies and procedures.
- b. Managing multiple contractual relationships. The Vendor will enter into contracts with permitted subcontractors. The Vendor will also be responsible for verifying proof of insurance and applicable licenses from installers and permitted subcontractors prior to commencing any work under the Program.
- c. Execute agreements with customers for direct install energy efficiency services.
- d. Delivering, supervising and enforcing Program requirements.
- e. Supervising and managing staff, installers and permitted subcontractors.

- f. Developing all forms and other printed materials necessary for successful and efficient implementation of the Program, including permitted subcontractors, installers and customer participation agreements. All Vendor-developed forms must be submitted to Compact for approval and finalized prior to Program implementation.
- g. Maintaining a computerized database tracking system that meets all necessary regulatory and Program Administrator (PA) specific reporting requirements. The Vendor system, interface, or software will be utilizing existing customer data and capable of aggregating all information for customer reports/invoices and reporting to Cape Light Compact.
- h. Maintaining a data tracking system capable of tracking recommendations and implementation of work that may be completed over a multi-year period and that will allow for appropriate follow up with Program participants. In addition, tracking by segment (or sub-segment) for regulatory purposes may be required.
- i. Propose a process for access to low or no interest loan product(s) for small business commercial customers. The ideal product is zero interest, up to 12 months, and the Vendor would subtract the loan buy-down from applicable incentives or propose another financing structure. The loan products would ideally be offered in conjunction with one or more financial institutions. Please describe the product, the terms, and the backstops for loan defaults.
- j. Implementing a systematic process for following-up with Program participants who do not act on recommendations for additional services, contracts issued for measures directly installed by the Vendor or subcontractor, or recommendations for measures installed outside of this initiative. This process will include reporting on the effectiveness of the marketing strategy.
- k. Other than as expressly specified herein, internal personnel recruitment, management and training of its own staff, permitted subcontractors, and installers.
- l. Procuring all equipment and materials necessary for Program implementation for internal responsibilities.
- m. Providing storage for all Program materials directed by the Compact for Program participant education and implementation.
- n. Participant recruitment and intake.
- o. Reasonably ensuring eligibility of participants (in case Program participants are assigned incorrectly).
- p. Coordinating and identifying the resources available through the existing market infrastructure which includes private sector energy product and services vendors.
- q. Collecting all data necessary for continuing Program management, monitoring, and evaluation needs.
- r. Performing ongoing Program development and refinement, in conjunction with Compact and other PAs.
- s. Coordinating all on-site crews performing work related to the Program.
- t. Complete commercial and municipal assessments within a reasonable time from date of original customer request (subject to customer availability) unless special circumstances arise. If the Vendor is unable to meet this request with internal staff, the use of additional energy service providers should be implemented, where applicable.
- u. Invoicing on an at least-monthly basis with invoices due by the 10th of the month

- v. Toll free or local hotline maintenance
- w. Adhere to all applicable state and local regulations and code.
- x. Submission of monthly implementation and management reports to Cape Light Compact as well as an any additional energy service provider who should be implemented, where applicable.
- y. Performing quality control functions for internal staff, as well as subcontractors
- z. Taking appropriate action upon identification of any potential hazards at customer small business, municipality, or large commercial business (e.g., improperly vented combustion equipment, gas leaks etc.)
- aa. Maintain a central calendar for Vendor and subcontractors, including installers. Ideally the Compact would have access to calendar in order to assist customers that may call in with questions about when their installation or assessment is scheduled for.
- bb. Develop all forms and other printed materials necessary for successful and efficient implementation of the Program. All Vendor-developed forms must be submitted to Cape Light Compact for approval and finalized prior to Program implementation.
- cc. Small Business Services Only: For administrative purposes, the Compact would prefer one vendor to serve all Small Business scopes but are open to other models that help lead to comprehensive installations. The Small Business Vendor must have: a preferred contractor list, and/or direct sub-contractors that can perform the comprehensive services in the Small Business SOW. The Small Business Vendor must also coordinate with other vendor(s) as selected by the Compact and refer leads as applicable.

(ii) Scheduling/Follow-up/Technical Assistance Services

The Vendor scheduling, follow-up and technical assistance services will consist of the following:

- a. Supporting the Compact's Program participant intake process. Compact staff will be responsible for Program participant intake. Program participants that call the Compact Intake Line will be interviewed by the Compact in order to determine their need and reason for calling. Inquiries also come via email or online submission.
- b. Staff and train Program Support Staff positions. (This is only for the Small Business scopes) The Vendor will staff positions that will support the Compact's Program participant intake process. The program support staff will use the information obtained during the Program participant intake call to determine the most appropriate means of addressing the Program participant's needs. The program support staff will also determine whether the Program participant can benefit from initiatives not related to energy efficiency, such as services offered through other Compact vendors, or programs. The Vendor(s) will ensure that program support staff training and qualifications include: (i) Program participant service, email and telephone experience; (ii) general knowledge of energy efficiency, renewable technology and demand response; (iii) knowledge of all commercial and municipal energy efficiency, demand-side management and program offerings; and (iv) knowledge of information resources available to Program participants during initial intake.

- c. Schedule Energy Assessments. The Vendor(s) will schedule eligible Program participants for the appropriate Energy Assessment or provide a platform to allow Compact staff this capability. For those Program participants that have completed an assessment within the last 24 months, appropriate follow-up action must be determined by the Vendor. The Vendor will be responsible for scheduling the assessment with the Program participant.
- d. Providing a single point of contact for internal crews, permitted subcontractors, and installers performing Program related work.
- e. Providing Program participants with Program and educational materials regarding energy use and efficiency opportunities.
- f. Staffing and training technical assistance representatives who will perform some aspects of the energy assessments. The Vendor will ensure that its technical assistance representatives possess: (i) extensive knowledge of energy efficiency and applicable renewable technology including but not limited to lighting, HVAC, and refrigeration, and weatherization. (ii) additional training in the area of heating system fundamentals for a wide array of systems including high efficiency commercial and municipal equipment; (iii) knowledge of all commercial and municipal energy efficiency, demand-side management, renewable energy and demand response program offerings; (iv) familiarity with a comprehensive building approach; (v) in-field assessment experience

(iii) Energy Assessments

The Vendor understands that the objective of the energy assessments are to provide Program participants with the opportunity to understand the impact of all major energy efficiency measures and improvements that can be implemented in their commercial business or municipality.

The Vendor represents that it has the diagnostic tools, as well as the technical capability necessary to comprehensively assess and address all efficiency opportunities from a whole-building perspective.

The Vendor will complete energy assessments either in person or virtual within reasonable time from date of original Program participant request (subject to Program participant availability) unless special circumstances arise. If the Vendor is unable to meet this request with internal staff, the use of additional energy service providers should be implemented, where applicable.

The Vendor is responsible for facilitating, scheduling, and coordinating energy assessments, coordinating work schedules for installation of measures implemented.

The Vendor will perform an assessment of all applicable energy efficiency opportunities including, but not limited to, thermal measures, HVAC system efficiency, lighting, and cost-effectiveness of major measures. The Vendor will install instant savings measures (e.g., LEDs, smart strips, faucet aerators) during appropriate energy assessments. This educational process is meant to motivate Program participants to implement major measures.

The Vendor will perform energy assessments using an energy assessment software tool approved by the Compact.

The Vendor will provide Program participants with an energy assessment report. The report will provide the Program participant with energy efficiency opportunities in an easy to understand and an appealing format, as approved by the Compact. The report must include (at minimum) recommended/installed individual efficiency measures, the estimated costs, incentives and the payback and savings. The Vendor will distribute Program materials to Program participants and any other materials that the Compact requests.

To increase the adoption of major measures, the Vendor will develop and implement a systematic process for encouraging Program participants to follow through with actions recommended. The Vendor will use various communication channels including telephone, mail, email, and chat function and other means to accomplish these functions.

The Vendor will take appropriate action upon identification of any potential hazards at Program participant building (e.g., improperly vented combustion equipment, gas leaks, etc.).

(iv) Implementing Efficiency Measures

Through the energy assessments, the Vendor will provide Program participants with a comprehensive review of their energy usage as well as recommendations to improve their properties within Program guidelines. The Vendor will select energy efficiency measures for installation on the basis of cost-effectiveness, appropriateness and Program participant acceptability. The Vendor will make all selections on a case-by-case basis. In order to achieve the Program goal of maximum implementation while controlling costs, the Vendor approaches, protocols, and procedures used will be designed to identify not just the obvious and most cost-effective opportunities, but also more subtle and “niche” energy retrofit opportunities.

The Vendor will provide warranties to Program participants covering the materials and labor for a period of time which is the greater of one year, or the warranty periods customarily provided by the Vendor to its Program participants, commencing on the final date of installation. In addition, all manufacturers and other applicable warranties shall accrue to the benefit of the Program participant, and the Vendor shall provide to such Program participants documentation relating to such warranties. Such warranties shall render vendors solely responsible for the performance of the products and to respond to all complaints of product malfunctions or failures, or problems caused by, or resulting from,

the product installation for the stated period. The Vendor will require the same level of warranty be provided by Vendor permitted subcontractors and installers and will dismiss any contractors from the Program who fail to honor warranty obligations.

The Vendor will work with the Compact to incorporate any cross promotions that may enhance the Program participant experience. If the Compact receives grants which provide for additional enhanced incentives and services, the Vendor will implement such incentives on behalf of the Compact.

(v) Promoting, Distributing and Processing Incentives

The Vendor will promote all available/applicable incentives offered via applicable statewide commercial and municipal energy efficiency programs. The Vendor understands and agrees that electric and gas PAs work together in order to offer available energy efficiency measures. The Vendor will work with the natural gas company to coordinate leads related to natural gas measures and/or offer services with approved incentives.

For the Small Business Turnkey Offering, the Compact would like to establish Program participant pricing including, but not limited to, lighting, instant savings measures, weatherization, and air sealing measures. The Vendor understands and agrees that the Compact reserves the right to change the incentive pricing at any time. The Vendor understands and agrees that as the Program continues to evolve, additional incentives are likely to be changed and that the incentive structure may also change in the future, based on regulatory or evaluation results.

The Vendor will be responsible for timely incentive payment directly to permitted subcontractors for qualified/completed installations. The Vendor is expected to promote all available/applicable incentives offered via applicable statewide commercial and municipal energy efficiency programs.

The Vendor will also be expected to work with Cape Light Compact and any leveraged program that may also enhance the customer experience. Awarded grants in specific areas may require that the assessments have an added element of reporting for enhanced incentives and services (e.g., USDA). Cape Light Compact will work with the Vendor to ensure that this is also seamless for the customer.

(vi) Marketing Support

The Vendor will design and implement a marketing plan that will help to support participation and installation of measures in the Program which is subject to the Compact's approval. The Vendor plan will include marketing mechanisms designed to increase Program participation and major measure adoption among hard-to-reach sectors including rental properties, Program participants with Limited English proficiency and microbusinesses.

The Vendor will conduct Program marketing in order to maximize program participation. The Vendor will maintain an open line of communication with Cape Light Compact marketing team in order to avoid duplicating outreach channels, thus expanding outreach efforts.

The Vendor will participate in specific marketing efforts to increase whole-facility enrollment (the installation of additional energy efficiency measures).

(vii) Online Assessment Tool

The Compact, along with the other Mass Save PAs, is currently in development of an online assessment tool, that will be housed on the Mass Save website, where customers will be able to request an energy assessment for their business. The Vendor would be expected to receive leads that are generated from this tool.

Tasks Applicable to All Services

Quality Assurance Tasks for Internal Vendor Operations

The Vendor will provide effective project-level Quality Assurance/Quality Control (QA/QC) procedures.

The Vendor will implement the following QA/QC policies and procedures: (i) documentation and record keeping (paper or electronic) protocols; (ii) regular and consistent supervision of Program work, including work performed by permitted subcontractors; (iii) review and inspection of Program work; and (iv) preparation of quarterly quality assurance reports to Compact.

The Vendor understands that the Compact will periodically evaluate its performance in the following areas: (i) program participant relations and service; (ii) data collection; (iii) Program participant education; (iv) testing and diagnostic procedures; (v) measures installed; (vi) materials used; (vii) sales and presentation; (viii) rebate processing; (ix) Program participant problem resolution; (x) scheduling and backlog; (xi) accuracy of work measures and costs; and (xii) timeliness of services.

The Vendor shall require the same level of quality assurance from permitted subcontractors and installers that it requires of its own employees.

The Vendor understands that the Compact has engaged a statewide QA/QC Vendor to perform additional quality assurance inspections of Program services and installations based on Compact requirements. These may include both in-field, pre and post evaluations. The Vendor will ensure that any areas of concern identified by the statewide QA/QC Vendor are resolved and reported to Compact. The statewide QA/QC Vendor currently provides services for the small business initiative.

The Vendor will promptly respond to any Program participant complaints or inquiries and third-party QA/QC results.

Data Transfer and Reporting Functions

The Vendor will provide the Compact with all applicable Program participant data including, assessment information, work order records and other reports in a timely manner in accordance with Attachment E for more information.

The Vendor will be responsible for continuous Program activity tracking and monitoring. The Vendor must collect and manage data necessary for its own monitoring and project management, PA oversight of the Program, required reporting for Program evaluations to be conducted by outside evaluation vendors engaged by Compact.

The Vendor will establish data collection and tracking procedures at Program initiation and submitted to Compact for approval prior to Program delivery. The Vendor will develop and maintain a computerized data tracking system that tracks applicable fields such as:

1. Monitor Program progress (number of participants, installations, costs, etc.).
2. Meet regulatory reporting requirements.
3. Support the Compact's ability for early identification of major issues that would jeopardize the ability of the Program to meet its goals.
4. Support the calculation of energy impacts, by measure and for the Program, using acceptable engineering algorithms.
5. Track lead generation.
6. Track participant (contact name, address, building type, owner/renter, business size, etc.). If a customer does not schedule an assessment after multiple contact attempts, the Vendor should note the attempts and deactivate the request.
7. Upload energy assessment material by customer and location to the Compact's database.
8. Track the number of site visits made, by whom, when.
9. Track detailed information on all measures recommended and installed, including size, location, number of units, usage, type and model of equipment removed and installed.
10. Track information relating to efficiency measures that were recommended to the Program participant but were not installed.

Specific data needs and inputs may be expanded, at the request of Compact. Upon the Compact's request, the Vendor(s) will perform periodic and ad hoc electronic transfers of any or all of these computerized data tracking systems. The Vendor(s) understands and agrees that the timing, format, and contents of these transfers will be specified by the Compact and may be changed for any reason at any time at no additional cost to the Compact.

The Vendor will upload (at least monthly), a detailed file including all energy efficient measures installed, services provided and an invoice for reconciliation with the Compact's internal database. The Vendor will ensure that the data transfers will be of the highest integrity in order to avoid additional administrative burden and payment requests on the Compact.

Financial Accounting Services

The Vendor(s) agrees that it will be responsible for the financial management of the Program. It will use accounting systems sufficient to efficiently implement all aspects of the Program, and keep track of all payments made, liabilities incurred, receivables, and material and equipment inventories.

The Vendor(s) understands and agrees that it is solely responsible for developing compensation systems between itself and subcontractors as well as with its own staff. The Vendor(s) understands that the Compact may audit the Vendor's financial and accounting records pertaining to the Program at any time.

Duplicates of all invoices, supporting documentation and financial reports submitted shall be kept on file at the Vendor's place of business.

4. *Deliverables/Work-Product; Timing.* Vendor shall deliver the work-product set forth in the description of Services above, including developing Program forms, creating and maintaining certain database systems, developing a marketing plan. The timing of such deliverables/Work-Product is set forth in the description of Services above.

5. *Reports.* Vendor shall deliver the work-product set forth in the description of Services above, including monthly implementation and management reports, commercial energy assessment reports, quarterly quality assurance reports, as well as any additional reports deemed necessary or useful by the Compact.

6. *Additional Training, Required Certifications and/or Performance Standards.* In addition to the requirements set forth in the Agreement, the Compact would like for all field staff to have additional training such as sales experience, engineering experience, assessments training, and experience working with a variety of end uses, as applicable.

In performing the Services, the Vendor will ensure that permitted subcontractors also comply:

- (i) Materials will not be installed without prior approval of the Program participant or landlord.
- (ii) The Program participant work site free will be kept free from accumulations of waste material or rubbish caused by performance of the work. Upon completion of the work, all rubbish, tools, equipment, surplus material and supplies shall be collected leaving the location free from any debris in "broom clean" condition or vacuumed to its original condition.
- (iii) Materials for recycling (i.e. lamps) must not be left at the customer location and must be removed immediately after installation is completed.
- (iv) All items used or removed during implementation of the Program including, without limitation any substances considered hazardous and/or toxic under state or federal law or regulation will be properly, safely, and lawfully disposed of.

- (v) Upon request, the Vendor will (1) advise the Compact and the applicable Program participant(s) of the practices, use, storage, treatment, handling and disposal of such hazardous and/or toxic materials, and other material and equipment removed from the Program participant's location in the course of the work, and (2) provide the Compact with documentation (including, without limitation, certificates and manifests) evidencing proper use, storage, treatment, transportation, handling, and disposal of such material and associated property and equipment.
- (vi) Domestic Hot Water ISMs must have a maximum flowrate no greater than 1.5 gpm, at 80 psi, as tested in accordance with ANSI A112-18-1M. All flow restrictor installation shall not lead or cause "water-hammer" at the time of installation and shall be hand tightened only.

7. *Quality Controls.* Quality Controls and Quality Assurance standards are set forth in the description of services above.

8. *Project Team.* The Services to be performed by staff meeting the qualifications set forth in Section 6 above.

9. *Compact Responsibilities.* Broadly, the Compact responsibilities can be assumed to be:

- a. Providing customer information for those likely to be eligible for the Program including names, addresses, account numbers, telephone numbers, and referrals from other programs.
- b. Ongoing Program development and refinement, in conjunction with PAs and vendors.
- c. Monitoring and oversight of Vendor(s) performance, including: (i) reviewing and approving any change orders or modifications to program implementation procedures; (ii) reviewing and approving all forms, program materials, procedures, protocols and tools proposed for use by the Vendor(s) in implementing the Program; (iii) reviewing all reports from the Vendor(s); (iv) reviewing the quality and conduct of work performed, including conducting random site inspections through a third-party quality control vendor; and (v) monitoring and tracking the resolution of Program participant complaints or inquiries;
- d. Program participant intake; and
- e. Verifying, approving and processing Vendor(s) invoices