

## Introduction

The Arkansas Public Service Commission's (APSC) Order No. 7 in Docket No. 13-002-U directed the development of a consistent weatherization approach across all investor owned utilities, which resulted in an APSC approved consistent approach for weatherization programs called the Core Program. Order Nos. 22 and 23 approved the Core Program which will offer eligible residential customers the following core energy efficiency measures at no cost:

- Comprehensive energy assessment
- Air sealing
- Attic insulation
- Duct sealing
- Wall insulation
- Direct installation of
  - Advanced power strips
  - LEDs
  - Faucet aerators with electric water heating
  - Low-flow showerheads with electric water heating

Southwestern Electric Power Company (SWEPCO) will continue to implement a 2022 Home Performance with ENERGY STAR® Pathway (HPwES) to align with the Core Program and is seeking qualified contractors to participate.

## Scope of Work

The purpose of this Request for Qualification (RFQ) is to facilitate the selection of qualified and experienced contractors to participate in the 2022 HPwES Pathway. The Pathway will provide the core energy efficiency measures to SWEPCO residential customers who meet the following requirements:

1. Home is owner or tenant occupied single family or duplex homes
2. Home is a minimum of 10 years old or the customer's highest electric bill in the past 12 months has been at least \$0.10/square foot of conditioned space
3. Home must have been occupied for the previous 12 months and cannot have participated in a weatherization program in the past five years

Table 1 below provides a list of the core measures and direct install (DI) measures available through this Pathway and a range of incentives. Existing conditions of the home will determine the measures installed and the incentive amount. The incentive rate may vary depending on market barriers, measure adoption rates, and overall Pathway performance.

**Table 1**

| Measure   | SWEPCO only Incentive Level | Joint Utility Incentive Level |
|---|-----------------------------|-------------------------------|
| Comprehensive Assessment<br>(depending on square footage) | \$150-\$300                 | \$75-\$150                    |
| Attic Insulation  | \$0.65-\$0.80/sq-ft         | \$.33-\$0.40/sq-ft            |
| Wall Insulation   | \$1.20/sq-ft                | \$1.20/sq-ft                  |
| Air Infiltration  | \$0.12 per CFM Reduced      | \$0.07 per CFM Reduced        |
| Duct Sealing  | \$1.25 per CFM Reduced      | \$0.57 per CFM Reduced        |
| Advanced Power Strip (DI)                                 | \$30                        | \$30                          |
| LED Bulbs (DI)  | \$4-\$8/bulb                | \$4-\$8/bulb                  |
| Faucet Aerators (DI)<br>Electric W/H only                 | \$3/aerator                 | n/a                           |
| Low-Flow Showerheads (DI)<br>Electric W/H only            | \$12/showerhead             | n/a                           |

Contractors should illustrate their experience, capabilities, and qualifications as defined in the sections below and through completion and submission of the RFQ Questionnaire. Minimum areas of qualification and experience by applicants are as follows:

- Appropriate state of Arkansas licenses: HVAC Class D, Arkansas General Contractor License, etc.
- Crew Leaders with Building Performance Institute (BPI) Building Analyst or Auditor or Crew Leader certification(s).
- Previous experience installing Core Program measures including comprehensive energy assessment, insulation, air sealing and duct sealing
  - Crew members experienced in the installation of the above-mentioned measures

The 2022 HPwES Pathway will begin January 1, 2022 and end approximately December 15, 2022. Participating contractors will be required to attend a Kickoff Meeting in January 2022, as well as Quarterly Pathway Meetings in April, July, October and December of 2022.

Due to the geographic nature of the SWEPCO Arkansas service territory, there will be three distinct regions divided among participating contractors to ensure coverage of the entire territory. Contractors will list only the regions they can and would like to service. However, contractors selected to participate may be assigned more than one region. The regions are detailed on a map in the RFQ Questionnaire, and are comprised of a North, Central and South region respectively.

Contractors will be assigned monthly performance goals/allotments, which will include the number of completed homes and/or total kWh energy savings. These goals are intended to maintain a certain level of work each month throughout the year and consistent savings. It is the desire of SWEPCO that eligible customers have access to the Pathway from January through December. Failure to meet assigned monthly goals/allotments could lead to dismissal from this Pathway. Re-assignment of monthly goals/allotments will be made to other pathway contractors, or a new contractor maybe brought in to fulfill the obligation.

It will be the responsibility of the contractor to market themselves and the Pathway to secure participating customers. SWEPCO will use a variety of marketing methods which may include print, radio, internet and direct marketing to promote the Pathway. If customer leads are received by SWEPCO, the leads will be provided to the participating contractors on an equitable basis, by region and according to capacity and availability.

Each of the Core Pathway measures will be incentivized according to the 2022 HPwES Incentive Rate Schedule found in Table 1. Homes with natural gas heating and/or water heating will have a separate incentive rate schedule, as the natural gas company will also be incentivizing the installed Core Pathway measures. Any other installed measures (windows, HVAC, etc.) beyond the Core Pathway measures will be paid according to SWEPCO's 2022 Residential Energy Improvement Pathway (REIP) incentive rate schedules and are designed to help offset a portion of the cost of energy efficiency upgrades. Work in the home, beyond the Core Pathway measures, is highly encouraged, but not required.

Completed HPwES projects will be submitted by the contractor using the Pathway web portal, which will be available via most internet connected devices. It is expected that contractors will submit the data while in the home. Paper forms will not be used for project submission to the Pathway. Other items, such as the customer's Energy Assessment Report, customer signature page, photos, etc. will also be required to be uploaded to the portal.

### **General Instructions / Submittal Requirements / Qualification Process**

The contractor applicant will submit the Acknowledgement/Intent To Apply Form by **November 19, 2021** to notify SWEPCO of their intent to apply for Pathway participation. The completed RFQ response and all required documentation shall be submitted to SWEPCO no later than **5:00 PM central time on November 30, 2021** for consideration in the 2022 HPwES Pathway.

The following documentation in the contractor's RFQ response packet is required to be completed and submitted.

- RFQ Questionnaire

- Organizational chart showing all company personnel and their roles, expected to participate in the 2022 HPwES Pathway
- Copies of all crew member and key personnel certifications
- Copies of licenses held that apply to the scope of work listed
- Certificate of Insurance (if not on file with a current SWEPCO Pathway)

Table 2 shows a Pathway timeline of application deadlines, meetings, and trainings that selected contractors will be required to attend in preparation for the January 1, 2022 Pathway launch.

**Table 2**

|                   |  |
|-------------------|--|
| November 9, 2021  | RFQ is supplied to interested and existing contractors                           |
| November 19, 2021 | Acknowledgment / Intent to Apply Form is returned                                |
| November 30, 2021 | Contractors submit their completed RFQ and all documentation                     |
| December 10, 2021 | Contractors selected, and all applicants notified                                |
| TBA               | Pathway Kickoff Meeting for all participating contractor's crew and office staff |

**Point of Contact**

Meredith Joseph – Market Outreach Specialist  
 CLEARResult Consulting  
 meredith.joseph@CLEARResult.com  
 Phone - 479-689-6085  
 Fax - 479-234-4972

## **Existing SWEPCO Home Performance with ENERGY STAR Contractors**

Current 2021 SWEPCO HPwES contractors will need to fully complete the 2022 RFQ as it has been updated. You will also submit any new or not currently on file: BPI Certificates, licenses and applicable insurances. Your 2021 performance will also be factored into the selection process for 2022. Performance factors include: quality of work, average savings per home, average cost of savings per home, customer satisfaction, quality assurance/quality control (QAQC) results, ability to meet monthly allotment, etc.

### **Selection Process**

All RFQ responses shall be submitted no later than 5:00 PM central time on November 30, 2021. SWEPCO will review all submitted RFQ response packets. Utilizing a point system, the supporting documentation submitted, plus other factors, SWEPCO will select contractors to participate in the 2022 HPwES Pathway, Selected contractors will be assigned to a region(s), and an expected performance level by SWEPCO. All applicants will be notified of the status of their application by December 10, 2021, by email listed on the completed questionnaire.

### **Acceptance**

Contractors accepted into the Pathway will be provided with a general estimate of their expected 2022 monthly allotment. Before work may commence, the contractor will need to sign and return both the 2022 SWEPCO Contractor Agreement, as well as the 2022 SWEPCO Home Performance with ENERGY STAR Addendum (both attached at end of RFQ).

### **Withdrawal of Qualification Package**

If at any time an applicant chooses to withdraw their RFQ response, they can do so by emailing the above point of contact to indicate their withdrawal. If they decide to withdraw after their RFQ response has been approved, they must notify the point of contact by EOD December 22, 2021.

### **Appendix**

- Acknowledgment/Intent to Apply Form
- HPwES Pathway Workflow
- RFQ Questionnaire
- SWEPCO Territory Map
- 2022 SWEPCO Contractor Agreement
- 2022 Home Performance with ENERGY STAR addendum

## Acknowledgment / Intent to Apply

- Due: November 19, 2021 by 5:00 PM

Company: \_\_\_\_\_

Company Contact: \_\_\_\_\_

Contact Email: \_\_\_\_\_

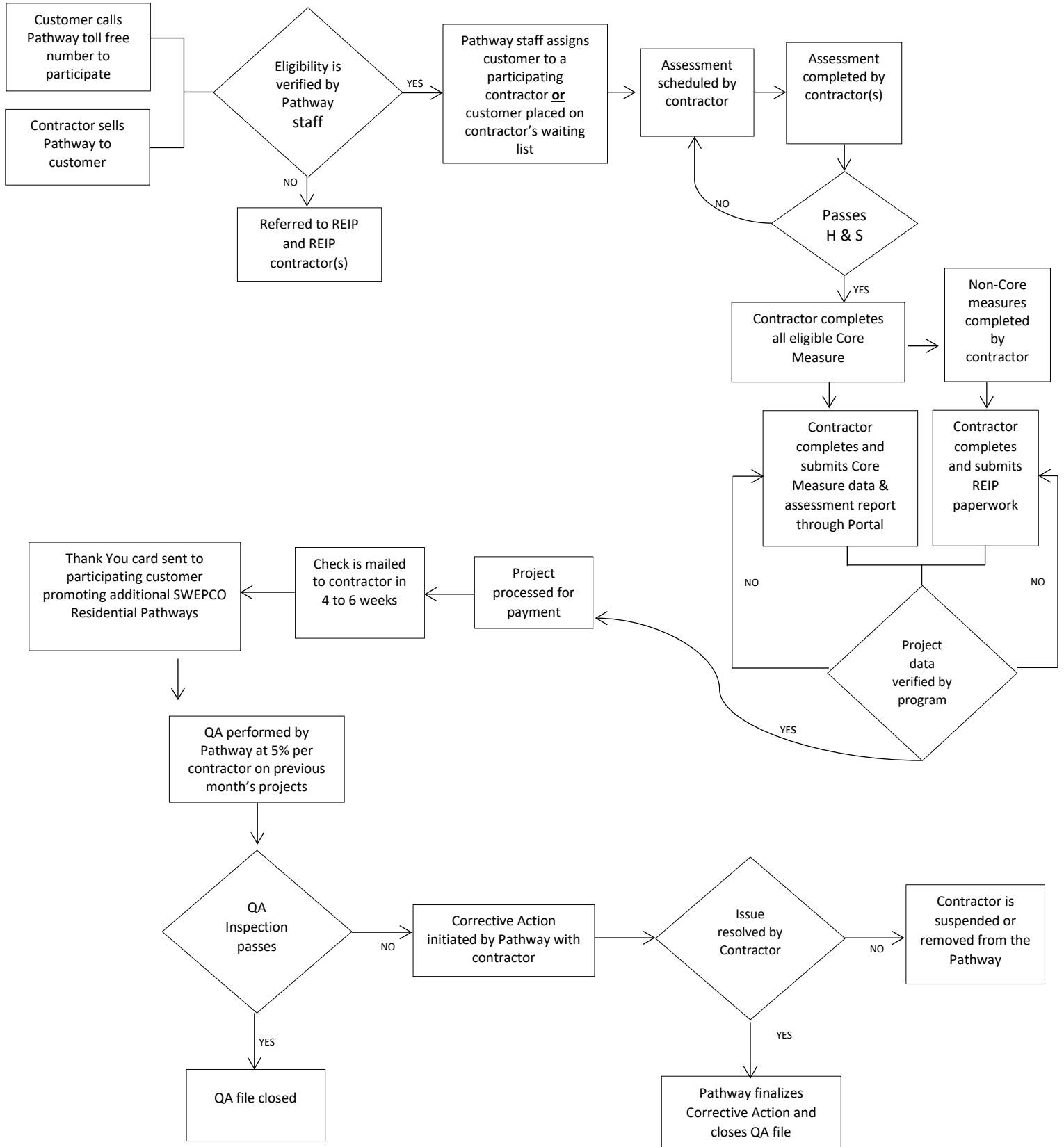
It is the intent of the above company to apply to the 2022 SWEPCO Home Performance with ENERGY STAR® Pathway via the Request for Qualifications (RFQ) that has been provided. The completed RFQ response is due no later than **5:00 PM central standard time, November 30, 2021**. If for any reason the above company decides not to apply, they will communicate such via email or writing to the contact listed below.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please address any questions to:

Meredith Joseph – Market Outreach Specialist  
CLEARResult Consulting  
Meredith.joseph@CLEARResult.com  
Phone - 479-285-4205  
Fax - 479-234-4972

## 2022 Home Performance with ENERGY STAR Workflow



## **2022 SWEPCO Home Performance with ENERGY STAR®**

### **Request for Qualifications Questionnaire**

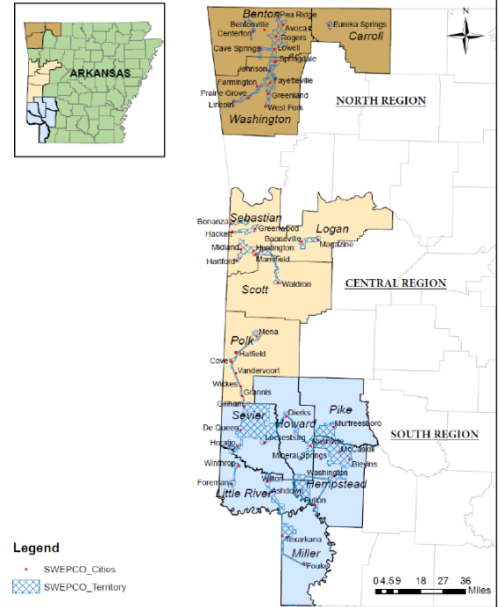
**(Feel free to answer on a separate sheet.)**

1. Name of Company:
2. Name and contact information (phone, email) of main contact person:
3. How many years has this company been in business as a contractor? (Up to 5 points)
4. How many years history do you have completing projects with the SWEPCO AR Pathways while in good standing? (2 Points/Year)
5. Provide a brief history of the company in relation to energy efficiency work. (Up to 5 points)
6. List of any utility Programs/Pathways your company has participated in the last 3 years, including any outside of Arkansas. (Up to 5 points)



7. Please indicate only the region(s) that you are capable and willing to service (see attached region map):

| Region<br>(See Territory Map) | Preference (Check Mark<br>Regions) |
|-------------------------------|------------------------------------|
| North Region                  |                                    |
| Central Region                |                                    |
| South Region                  |                                    |



8. Do you currently have a local office in your preferred region? (Up to 5 points)

8a. If “no” do you have plans to establish one if awarded work in this Pathway?

8b. If “yes” do your crew(s) live local to the region?

9. How many crews would you like to operate in the Pathway? (0 points)

10. In addition to this Pathway, do you plan to participate in any other utility Programs/Pathways, including any outside of Arkansas? If “yes”, how many Programs/Pathways?

11. Please list all company personnel you anticipate working on this Pathway, their roles and any certifications they currently hold. (Management, office & field) (Up to 5 points)

| Name | Role | Certifications | Certifications & Expirations |
|------|------|----------------|------------------------------|
|      |      |                |                              |
|      |      |                |                              |
|      |      |                |                              |
|      |      |                |                              |
|      |      |                |                              |
|      |      |                |                              |
|      |      |                |                              |
|      |      |                |                              |
|      |      |                |                              |
|      |      |                |                              |

12. Please list all licenses your company currently carries: (Up to 5 points)

| License & License # | License holder | Expiration |
|---------------------|----------------|------------|
|                     |                |            |
|                     |                |            |
|                     |                |            |
|                     |                |            |
|                     |                |            |
|                     |                |            |
|                     |                |            |
|                     |                |            |
|                     |                |            |

13. Please list all the Core Pathway measures your company offers: (Up to 3 points each)

| Measure                  | Currently Offering | Will Offer in 2022* | Sub-contract | Sub-Contractor Name |
|--------------------------|--------------------|---------------------|--------------|---------------------|
| Comprehensive Assessment |                    |                     |              |                     |
| Attic Insulation         |                    |                     |              |                     |
| Wall Insulation          |                    |                     |              |                     |
| Duct Sealing             |                    |                     |              |                     |

|                       |  |  |  |  |
|-----------------------|--|--|--|--|
| Air Sealing           |  |  |  |  |
| LED bulb installation |  |  |  |  |
| Low Flow Showerheads  |  |  |  |  |
| Low Flow Aerators     |  |  |  |  |
| Advanced Power Strips |  |  |  |  |

\*Will offer in 2022" indicates the contractor will have full capability to offer service January 1, 2022

14. Please list all other measures (non-Core) your company can/will offer SWEPCO AR Customers in 2022: (Up to 2 points each)

| Measure             | Currently Offering | Will Offer in 2022* | Sub-contract | Sub-Contractor Name |
|---------------------|--------------------|---------------------|--------------|---------------------|
| HVAC Change outs    |                    |                     |              |                     |
| HVAC Tune-ups       |                    |                     |              |                     |
| CoolSaver Tune-ups  |                    |                     |              |                     |
| ENERGY STAR Windows |                    |                     |              |                     |
| Window Film         |                    |                     |              |                     |
| Smart Thermostats   |                    |                     |              |                     |
| Pool Pump           |                    |                     |              |                     |
| Other               |                    |                     |              |                     |
| Other               |                    |                     |              |                     |
| Other               |                    |                     |              |                     |

\*Will offer in 2022" indicates the contractor will have full capability to offer service January 1, 2022

15. Based on the above Core Pathway measures, please indicate the number of quality jobs that each crew would be capable of completing in 2022, both minimum and maximum number of jobs. (Up to 5 points)

| Crew # or Name | Minimum # of Jobs | Maximum # of Jobs | Region | Notes |
|----------------|-------------------|-------------------|--------|-------|
|                |                   |                   |        |       |
|                |                   |                   |        |       |
|                |                   |                   |        |       |

16. Please explain in detail the internal education and continuing education unit (CEU) processes you currently utilize internally for your crews and office employees? (Up to 10 points)

17. What type and how often are trainings offered to your crews and office employees? (Up to 10 points)

18. Describe any internal QA/QC processes you currently utilize and any you will utilize in 2022? (Up to 6 points)

19. Describe in detail the method in which you currently perform assessments vs retrofits in homes? (Up to 5 Points)

20. Describe what marketing efforts you would implement to secure customers for this Pathway in 2022? (Up to 5 points)

21. How do you define good customer service? (Up to 5 points)

22. Has your company had any on the job safety related incidents while conducting energy efficiency work during the previous three years, if yes please provide some details?

23. Any other information you deem helpful to the Pathway that was not covered above?  
(Up to 5 points)

24. Please list three professional references (not required for current SWEPCO HPwES contractors). (Up to 5 points)

25. Some other factors that the Pathway will factor for existing contractors, no response needed. (up to 6 points each)

- a. Overall cost effectiveness and saving per home
- b. Customer service and customer satisfaction
- c. Timeliness, accuracy and quality of submitted paperwork
- d. Consistency in meeting monthly allotments
- e. Overall performance

26. For existing pathway contractors please provide top 3 ways the program can support your efforts?

## 2022 Income Qualified Weatherization Pathway

In 2022 SWEPCO will offer its eligible customers an Income Qualified Weatherization Pathway (IQWP) which will include all the HPwES core measures plus some additional DI items, Health and Safety upgrades (i.e. fresh air ventilation, CO detectors, etc.), Smart Thermostats and potentially other items. The IQW Pathway will be performed on 50-100 homes where the occupants are Low Income Home Energy Assistance Program “LIHEAP” eligible or 65 and older. As a contractor you will not have to verify eligibility; rather you will simply need to install the measures at the eligible homes (customer verifies eligibility). The assessment process will be identical to the HPwES pathway; only there will be additional measures to install.

**IQW 1. Would your company be interested in participating in the SWEPCO Income Qualified Weatherization Pathway? 1 Point**

**IQW 2. Do you have staff trained or experienced in installing fresh air ventilation per ASHRAE 62.2-2013? Please name employee(s) and experience. (Up to 4 Points)**

| Employee Name | Experience/training |
|---------------|---------------------|
|               |                     |
|               |                     |
|               |                     |

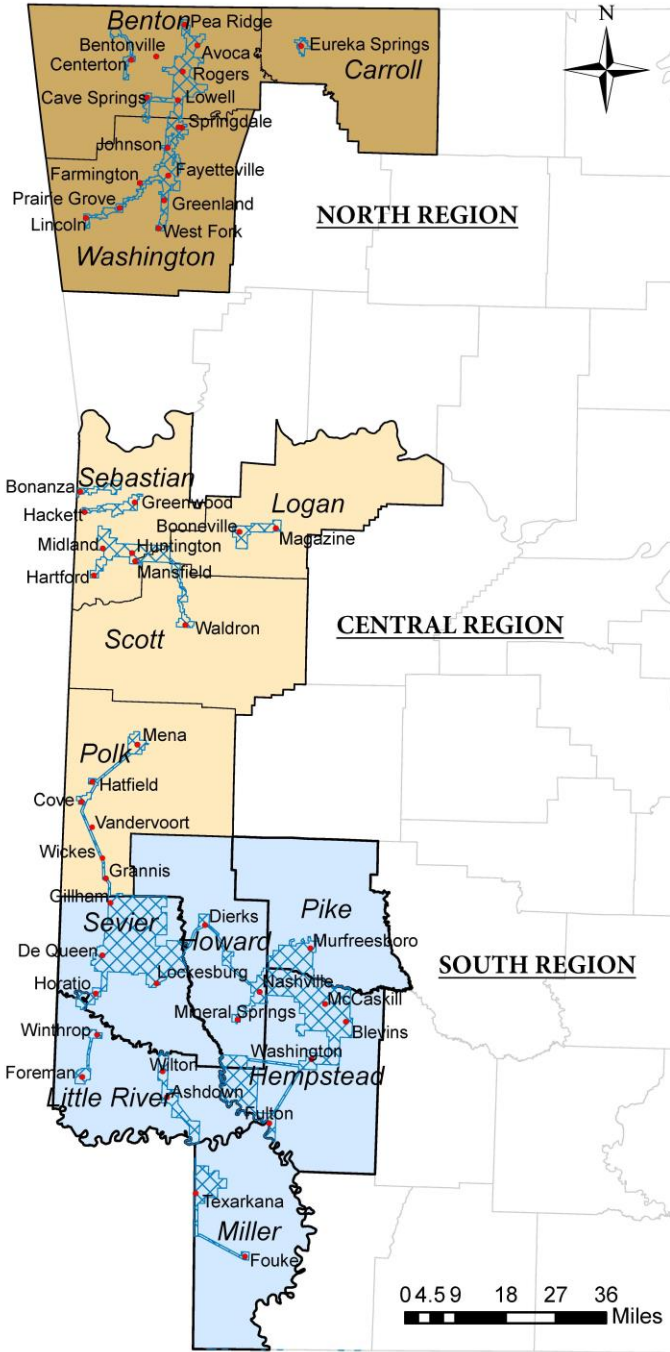
Further notes:

**IQW 3. Do you have staff trained or experienced in installing smart thermostats in residences? (Up to 3 Points)**

| Employee Name | Experience/training |
|---------------|---------------------|
|               |                     |
|               |                     |
|               |                     |

Further notes:

**IQW 4. Why would your company be a good contractor for the new IQW pathway? (Up to 3 Points)**



**SWEPCO TERRITORY**





An AEP Company

# Home Performance with ENERGY STAR® 2022 Pathway Contractor Agreement

| COMPANY INFORMATION   |   |   |  |   |
|---|---|---|--|---|
| My company is applying to be a participating contractor in the following Pathway: <input type="checkbox"/> SWEPCO Arkansas Home Performance with ENERGY STAR®   |   |   |  |   |
| Business Name:  |   | Contact Name:   |  |   |
| Business Address:   |   | Number of Employees:  |  |   |
| City:   | State:  | Zip:  |  |   |
| Email:  | Office Phone:   | Mobile Phone:   |  |   |
| CERTIFICATION(S) & EXPERIENCE   |   |   |  |   |
| I am currently certified and have received training in the following areas, and have attached them to this application (check all that apply):  |   |   |  |   |
| <input type="checkbox"/> BPI Building Analyst <input type="checkbox"/> RESNET HERS RATER Certification <input type="checkbox"/> Arkansas Class D HVAC License <input type="checkbox"/> Arkansas Home Improvement Specialty License  |   |   |  |   |
| I currently own and use the following tools required to perform air and duct sealing (check all that apply):  |   |   |  |   |
| <input type="checkbox"/> Blower Door  | Manufacturer:   | Model #:  | <input type="checkbox"/> Duct Blaster®   |   |
|   |   |   | Model #:                                 |   |
| I am currently experienced and ready to perform the following services. I acknowledge that some of these Pathway measures require additional training verification. (check all that apply)  |   |   |  |   |
| <input type="checkbox"/> Duct Sealing   | <input type="checkbox"/> Air Infiltration Sealing             | <input type="checkbox"/> Ceiling Insulation   | <input type="checkbox"/> Wall Insulation |   |
| I confirm that I have the following to demonstrate business capability:   |   |   |  |   |
| <input type="checkbox"/> Satisfactory Dun and Bradstreet Rating   |   | DUNS ID:  |  |   |
| Or at least <b>TWO</b> of the following:  |   |   |  |   |
| <input type="checkbox"/> Banking reference*   | <input type="checkbox"/> Three professional/trade references* | <input type="checkbox"/> Principals of Company have satisfactory credit score/no outstanding liens/judgments* |  |   |
| *Use table below to complete required reference or principal information  |   |   |  |   |
| Banking Reference:  |   |   |  |   |
| Email:  |   | Phone:  |  |   |
| Address:  |   |   |  |   |
| Reference/Principal Name 1:   |   |   |  |   |
| Email:  |   | Phone:  |  |   |
| Address:  |   |   |  |   |
| Reference/Principal Name 2:   |   |   |  |   |
| Email:  |   | Phone:  |  |   |
| Address:  |   |   |  |   |
| Reference/Principal Name 3:   |   |   |  |   |
| Email:  |   | Phone:  |  |   |
| Address:  |   |   |  |   |
| INSURANCE:  |   |   |  |   |
| Contractor shall maintain the following types of insurance at the following minimum levels of coverage for the life of this Agreement: <ul style="list-style-type: none"> <li>Commercial General Liability covering bodily injury and property damage, minimum \$1,000,000 aggregate and per occurrence</li> <li>Automotive Liability covering owned, non-owned and hired vehicles, minimum \$1,000,000 combined single limit</li> <li>Workers' Compensation in accordance with statutory minimums, but including no less than Employer's Liability minimum \$500,000 aggregate and \$100,000 per occurrence and per employee</li> </ul> If any policy of insurance required is subject to a general aggregate limit, then such aggregate limit shall be at least twice the event limit. Each certificate of insurance shall list CLEAResult and Sponsor (as defined below) as additional insured on a primary, non-contributory basis. Contractor shall waive all rights of recovery against CLEAResult, Sponsor, and any of their respective affiliates for any loss or damage covered by the policy. Evidence of this requirement shall be noted on all certificates of insurance provided to CLEAResult. CLEAResult shall be listed as a certificate holder with each insurance agency providing certificates so as to facilitate notifications related to changes in coverage. |   |   | <input type="checkbox"/> Yes             | <input type="checkbox"/> Certificate of Insurance is Attached |



# Home Performance with ENERGY STAR® 2022 Pathway Contractor Agreement

## Pathway Overview

From January 1, 2022, until December 31, 2022, CLEAResult is implementing the SWEPCO Home Performance with ENERGY STAR® Pathway (the “Pathway”) to encourage improvements in the energy efficiency of residential homes located within SWEPCO Arkansas service territory.

This Pathway is funded by Arkansas utility ratepayers under the auspices of the Arkansas Public Service Commission (“APSC”), and administered by SWEPCO. CLEAResult is in the business of implementing energy efficiency Programs funded by utility ratepayers such as SWEPCO’s ratepayers. CLEAResult is responsible for recruiting qualified Energy Improvement contractors to perform services under the Pathway and manage the implementation of the Pathway. The Pathway pays contractors incentives to provide Energy Efficiency Measures (“EEM”), that is, to provide products or services to customers that save energy and reduce energy demand.

## Enrollment Instructions

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

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

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

Email: [info@swepcosavings.com](mailto:info@swepcosavings.com)

Mail: SWEPCO Energy Efficiency Programs  
C/O CLEAResult Consulting  
3425 N. Futrall  
Suite 101  
Fayetteville, AR 72703

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

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

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

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

# Home Performance with ENERGY STAR® 2022 Pathway Contractor Agreement

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

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



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## Home Performance with ENERGY STAR® 2022 Pathway Contractor Agreement

7. law, the Pathway policies and guidelines, and all relevant documentation pertaining to the installation of the energy efficiency measures, and will provide immediate access to such documentation to CLEAResult and Sponsor upon request. This includes but is not limited to appropriate liability insurance, permits, licensure, or certification information, installed equipment model and serial numbers.
8. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor in relation to CLEAResult and Sponsor, and is voluntarily participating in the Pathway to deliver the services as outlined by the Pathway directly to Customers. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture. CLEAResult and Sponsor shall not control or direct the details or the means by which Contractor performs any services under this Agreement. Contractor will pay all of its administrative, overhead, and other costs, including withholding taxes, social security, unemployment, disability, health, workers' compensation, or other insurance coverage.
9. **INCENTIVE PAYMENT.** Contractor acknowledges that incentives will be paid by Sponsor only if: (a) Customer(s) and installed measure(s) or services meet the Pathway eligibility requirements and the requirements outlined by the Pathway; (b) measures are installed in eligible project sites; and (c) measures are installed at a project site that has not received incentives from any other of Sponsor's energy efficiency Pathways for the same measure(s). Contractor understands that Sponsor, in its sole discretion, may withhold incentive payments committed to a Customer and Contractor if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Pathway. If applicable, Contractor agrees that CLEAResult shall not make any incentive payment to Contractor until CLEAResult receives a corresponding payment from Sponsor.
10. **CONTRACTOR CONDUCT.** Contractor agrees to pursue referral leads resulting from the Pathway'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 Pathway guidelines and this Agreement. Contractor recognizes that any leads received as a result of the Pathway's efforts constitute a Pathway benefit. Contractor understands that participation in the Pathway does not constitute an endorsement of any kind on the part of CLEAResult or Sponsor. Contractor shall not state or imply any such endorsement, either directly or indirectly, in written or verbal form. Contractor shall not knowingly misrepresent any information concerning the Pathway, its purpose, policies, incentives, and procedures, or its role in the Pathway or relationship with CLEAResult or the Sponsor. Contractor shall not mislead any Customer about the availability of Pathway incentives or misrepresent its role in the incentive award process. Only Sponsor or CLEAResult, on behalf of Sponsor, in its sole discretion, can approve or reallocate Pathway incentives for a Customer. Contractor will keep a Customer's home as free as possible from waste materials while performing work. After completing work, Contractor will clean the work area, removing all waste materials, tools, and supplies. Contractor shall not cause damage to a Customer's premises. Contractor will not knowingly use any defective, second quality, or previously used materials.
11. **AUDITING, MONITORING AND VERIFICATION.** CLEAResult and/or Sponsor will audit and monitor some or all Pathway services performed by Contractor to ensure compliance with Pathway requirements and to verify the energy savings achieved through the Pathway. Contractor agrees to cooperate with CLEAResult and Sponsor, as necessary. Contractor also agrees to remedy any issue(s) arising from auditing and monitoring results at no additional cost within the timeframe provided by the Pathway. CLEAResult or Sponsor may perform quality control on any or all work performed by Contractor, with or without notice to Contractor, and by any means CLEAResult or Sponsor may select, including accompanying Contractor to a Customer's location. Failure of Contractor to meet quality standards will be grounds for termination of this Agreement. Contractor shall use its best efforts to obtain Customer cooperation in allowing CLEAResult or Sponsor access to the Customer's location for this purpose.
12. **MECHANICS LIENS.** Contractor shall not file any lien or claim against any Customer's property and shall keep each Customer's property free of liens and claims filed by subcontractors and vendors of subcontractors and others claiming by or through Contractor, and shall defend, indemnify and hold CLEAResult, Sponsor, and any Customer harmless from all expenses and losses incurred as a result of any such liens of claims. If a lien or claim is filed by a vendor or subcontractor, Contractor shall cause such lien to be discharged or bonded off within forty-eight (48) hours of notice by CLEAResult. If contractor fails to do so, CLEAResult may, without prejudice to any other remedies available at law, pay all sums necessary to obtain a release or discharge of such lien and deduct those sums, including costs, expenses and reasonable attorney's fees, from amounts due or to become due to Contractor.
13. **REPRESENTATIONS, WARRANTIES, AND COVENANTS.** Contractor, its employees, agents and subcontractors, represent and warrant that: (a) the services performed for a Customer through the Pathway shall be performed in a good workmanlike, skilled, and professional manner; (b) the services shall comply in all material respects with the specification and other requirements set forth in each applicable contract with a Customer and in strict accordance with the Pathway and this Agreement; (c) Contractor's performance of the services shall not violate any applicable law, rule, regulation, contracts with third parties, and/or any third-party rights, including, without limitation, any copyright, trademark, trade secret, or patent or similar right; (d) Contractor is the lawful owner or licensee of any intellectual property, software applications or other materials used by Contractor in the performance and delivery of the services and has all rights necessary to convey to Customer the unencumbered ownership of all work product that results from the services; (e) Contractor is and shall remain in compliance with all labor and employment laws, including but not limited to those prescribing standards for wage and overtime pay, employee benefits, workplace health and safety, labor relations and rights of uniformed service members; (f) Contractor possesses the technical and professional expertise and the fiscal capability necessary to carry out the work authorized and accepted under this Agreement in a prompt, fair, and workmanlike manner; (g) Contractor currently has in effect, and will keep in effect throughout the term of this Agreement, insurance in the forms and amounts and with insurance companies acceptable to CLEAResult in no event less than the minimum insurance levels set forth in this Agreement; (h) Contractor shall maintain hard copy or digital records of all work performed and products installed under this Agreement for a minimum of three (3) years from the time the work is performed, including records of data collected, visits made, materials furnished or installed, individual staff providing the services, costs incurred, invoices, and agreements. Copies of these records shall be made



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## Home Performance with ENERGY STAR® 2022 Pathway Contractor Agreement

- available to CLEAResult within five (5) business days upon request; and (i) Contractor shall warranty materials provided by Contractor and installed pursuant to this Agreement against any defect in materials, manufacture, design or installation for a period of one (1) year from the date the materials are provided and/or installed, whichever is later.
14. **INDEMNITY; LIMITATION ON DAMAGES.** Contractor shall defend, protect, indemnify, and hold harmless Sponsor and CLEAResult, their respective officers, directors, agents, and employees, and each of their parents and affiliates, and each of their respective officers, directors, agents, and employees (collectively, the “**Indemnified Parties**”) from and against any and all claims, losses, expenses, attorneys’ fees, damages, demands, judgments, causes of action, suits, and liability in tort, contract, or any other basis and of every kind and character whatsoever, whether actual or alleged, (“**Claims**”) arising out of Contractor’s, or its agents or subcontractors, acts or omissions, including but not limited to any violation of labor or employment laws, incident to or related in any way to, directly or indirectly, the services provided in connection with the Pathway, this Agreement and/or the Pathway. Contractor acknowledges and agrees that with respect to any Claims brought against the Indemnified Parties, Contractor will be required to waive as to the Indemnified Parties any defense it may have by virtue of the Workers’ Compensation Laws of any state, to the extent allowed by law. CLEAResult AND SPONSOR SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED REVENUE, PROFITS, OR GOODWILL, WHETHER ARISING IN NEGLIGENCE, BREACH OF CONTRACT, OR UNDER STATUTE OR RULE. Contractor shall represent to Customer that all services under this Agreement are provided by Contractor alone, and not by CLEAResult or Sponsor. Contractor acknowledges and agrees that CLEAResult and Sponsor make no representation or warranty and assume no liability with respect to quality, safety, performance, or other aspect of any design, system, or product provided pursuant to this Agreement, and CLEAResult and Sponsor expressly disclaim any such representation, warranty, or liability. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party on behalf of CLEAResult or Sponsor. Contractor is solely responsible for any damage incurred by Customer as a result of Contractor’s services under the Pathway. Neither CLEAResult nor Sponsor is responsible for Customer complaints or damages. The parties agree that Sponsor is a third-party beneficiary of this Section. Contractor agrees that CLEAResult shall be entitled to set-off, against the amounts that it is required to pay Contractor, the amount of any indemnification to which it is entitled under this Section 13.
15. **NOTICE.** Any notice required to be given under this Agreement shall be deemed given when placed in the mail and mailed by overnight registered mail via a nationally-recognized courier (e.g., USPS, FedEx, UPS) and postage prepaid. Notice to CLEAResult shall be to Attn: Legal Department, 100 SW Main St., Suite 1500, Portland, OR 97204. Notice to Contractor shall be to the address provided above.
16. **MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to conflict of law rules. Any dispute or claim that relates to this Agreement, its interpretation or breach, or to the existence, scope, or validity of this Agreement or this arbitration provision, shall be resolved by arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment upon the award rendered pursuant to such arbitration may be entered in any court with jurisdiction. The parties acknowledge that mediation helps parties settle their disputes and any party may propose mediation whenever appropriate through the American Arbitration Association or any mediator selected by the parties. Any dispute or claim for which a party seeks injunctive relief, even if contrary to the language of this Section, may be brought in the state and federal courts in Travis County, Texas, and such courts shall be the proper and exclusive forum for any such action. Contractor shall not assign this Agreement, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. Contractor may not delegate or subcontract Contractor’s duties under this Agreement without the prior written permission of CLEAResult. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Contractor’s consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party’s right to enforce strict performance in the same or any other instance. This Agreement supersedes all previous signed agreements between the Parties and sets forth the entire agreement of the Parties with respect to the subject matter hereof and may not be altered, changed abridged or amended other than in writing signed by the Parties.



# Home Performance with ENERGY STAR® Pathway Contractor Agreement Exhibit: A Data Security Policy

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

1. CLEAResult DATA. CLEAResult Data shall mean:
  - a. All data or information provided, transferred, uploaded, migrated or otherwise sent to Contractor by or on behalf of CLEAResult, any client of CLEAResult, or any customer of any client of CLEAResult; and
  - b. Any account number, forecast, or other similar information disclosed to or otherwise made available to Contractor by or on behalf of CLEAResult, any client of CLEAResult, or any customer of any client of CLEAResult.
2. USE AND STORAGE OF CLEAResult DATA.
  - a. Contractor may receive CLEAResult Data for the purposes of performing its obligations under the Agreement. Subject to the terms of the Agreement, CLEAResult grants Contractor a personal, non-exclusive, non-assignable, non-transferable limited license to use the CLEAResult Data solely for the limited purpose of performing its obligations under the Agreement during the Term. Contractor shall disclose CLEAResult Data only to its employees with a need to know such information for the performance of the Agreement and subject to the terms of this Data Security Policy. Contractor agrees to protect CLEAResult Data with at least the same degree of care used to protect its own most confidential information.
  - b. Contractor agrees that CLEAResult Data will not be (i) used by Contractor for any purpose other than that of performing Contractor's obligations under the Agreement, (ii) disclosed, sold, assigned, leased or otherwise disposed of or made available to third parties by Contractor, (iii) commercially exploited by or on behalf of Contractor, or (iv) provided or made available to any third party without prior written authorization from CLEAResult.
  - c. Contractor will comply with (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of CLEAResult Data ("**Privacy and Data Security Law**"), (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security, and (iii) all applicable provisions of every Contractor privacy policy, statement or notice and every CLEAResult privacy policy, statement or notice that is provided to Contractor in writing.
  - d. Contractor shall not store, maintain or process any CLEAResult Data outside the country.
  - e. Contractor shall not store, maintain or process any CLEAResult Data in any cloud service or facility without the express prior written consent of CLEAResult, which consent may be withheld at the sole discretion of CLEAResult.
3. CLEAResult SYSTEM ACCESS. Contractor agrees that it may have access to CLEAResult Data on CLEAResult's network, including but not limited to any server, intranet, or other type of information storing and sharing device or conduit owned or operated by CLEAResult (the "CLEAResult Network"), solely for the purpose of meeting its obligations under the Agreement. Contractor agrees that access for other purposes, or the use of the CLEAResult Network to access other networks, is strictly forbidden and that Contractor is responsible and liable for all damages or unauthorized access resulting from these actions. Such activity will result in the discontinuation of any and all connections to the CLEAResult Network. Contractor agrees that any use of the CLEAResult Network will be solely for necessary business purposes. In accordance with CLEAResult's existing network usage policies, Contractor and its employees shall not access any gambling, pornography or hate or violence sites; introduce any viruses, worms, Trojan horses or other bugs or errors in the network; or forward any chain letters, executable "ready to run" files or other files that may cause damage to CLEAResult, its system or the CLEAResult Network. CLEAResult reserves the right to monitor Contractor's use of the CLEAResult Network. Contractor further agrees that any information that it obtains from access to the CLEAResult Network is CLEAResult Data. CLEAResult and Contractor agree that, in the event of a breach or threatened breach of this Section, CLEAResult shall be entitled to specific performance of the provisions of this Data Security Policy and the Agreement, including an injunction prohibiting any such breach. Any such relief will be in addition to and not in lieu of any other appropriate relief in the way of money damages or otherwise. CLEAResult reserves the right, in its sole discretion, to terminate Contractor's access to and use of the CLEAResult Network at any time, for any reason, and without notice to Contractor.
4. SECURITY CONTROLS.
  - a. In addition to any other requirements set forth herein, Contractor will establish and implement appropriate administrative, technical and physical safeguards (i) to ensure the security and confidentiality of CLEAResult Data, (ii) to protect against any anticipated threats to the security or integrity of CLEAResult Data, and (iii) to ensure that CLEAResult Data is not disclosed contrary to the provisions of this Section or any applicable Privacy and Data Security Law.



# Home Performance with ENERGY STAR® Pathway Contractor Agreement Exhibit: A Data Security Policy

- b. In addition to the specific requirements of this Section, Contractor will develop, implement and maintain a comprehensive data and systems security Program (“**Security Program**”). Such Security Program shall include, but shall not be limited to, reasonable and appropriate technical and organizational security measures, procedures and practices against the destruction, loss, unauthorized access or alteration of CLEAResult Data, including but not limited to:
    - i. Written policies regarding information security, disaster recovery, third-party assurance auditing, penetration testing;
    - ii. Password protected workstations at Contractor’s premises, any premises where the Contractor is performing its obligations under the Agreement, and any premises of any third party who has access to CLEAResult Data;
    - iii. Encryption of Confidential Information, as defined in the Agreement, including but not limited to any personally identifiable information of clients of CLEAResult or their customers; and
    - iv. Measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any CLEAResult Data including, but not limited to, restriction of physical access to CLEAResult Data, implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security Program that at all times is in compliance with the current standard requirements in the industry.
  - c. CLEAResult shall have the right to monitor Contractor's compliance with the terms of this Section. During normal business hours and with twenty-four (24) hours prior notice, CLEAResult or its authorized representatives may inspect Contractor's facilities and equipment and any information or materials in Contractor's possession, custody or control, relating in any way to Contractor's obligations under this Section.
  - d. In the event, CLEAResult determines Contractor has not complied with this Section, CLEAResult shall provide written notice to Contractor describing the deficiencies. Contractor shall have sixty (60) calendar days from receipt of such notice to cure. If Contractor has not cured the deficiencies within sixty (60) calendar days, CLEAResult may cancel the Agreement.
5. SECURITY MAINTENANCE.
- a. Prior to CLEAResult’s first transfer of CLEAResult Data to Contractor, Contractor shall provide CLEAResult with documentation satisfactory to CLEAResult that it has undertaken a Security Program.
  - b. Contractor shall provide CLEAResult written notice of any material change in its Security Program.
  - c. Contractor and CLEAResult agree to meet upon request of CLEAResult to evaluate the Security Program and to discuss, in good faith, means by which the parties can enhance such protection, if necessary.
  - d. Contractor shall update its Security Program, including procedures, practices, policies and controls so as to keep current with applicable industry standards.
6. SECURITY BREACH. Contractor shall notify CLEAResult immediately (and, in any case, within twenty-four (24) hours) in writing of any actual, threatened or imminent breach of this Section (regardless of whether there is any identified disclosure, compromise, loss, or damage to CLEAResult Data) or any other unauthorized use, disclosure or acquisition of or access to, or loss of any CLEAResult Data of which Contractor becomes aware. Such notice will summarize in reasonable detail the effect on CLEAResult, if known, of the breach or unauthorized use, disclosure or acquisition of, or access to, or loss of any CLEAResult Data and the corrective action taken or to be taken by Contractor. Contractor will promptly take all necessary corrective actions, and will cooperate fully with CLEAResult in all reasonable and lawful efforts to prevent, mitigate or rectify such breach or unauthorized use, disclosure, acquisition, access or loss, all at Contractor's sole expense, including developing and distributing notices, in writing, to affected persons as required by applicable law, rule, regulation or order or as CLEAResult may otherwise deem necessary or advisable.
7. NO WAIVER. The failure of either party to enforce strict performance by the other of any provision of this Data Security Policy, or to exercise any right available to that party, shall not be construed as a waiver of such party’s right to enforce strict performance in the same or any other instance.



## 2022 Contractor Network Application and Agreement Home Performance with ENERGY STAR® Addendum

In order to participate in the Home Performance with ENERGY STAR® Pathway (“the Pathway”) sponsored by Southwestern Electric Power Company (SWEPCO), a division of American Electric Power (hereinafter “Sponsor”), a Contractor (as named and listed at the end of this agreement) must submit this executed Contractor Network Agreement Home Performance with ENERGY STAR document. The Contractor is participating in the Pathway administered by CLEAResult. Sponsor has selected the Pathway Administrator to implement the Pathway on its behalf.

The Pathway is designed to improve the energy performance, durability, healthiness and safety of existing homes in the service territory by offering financial incentives to participating contractors for the installation of qualifying energy-efficient measures and equipment. The objectives of the Pathway are to enhance the delivery of building performance services and to reduce energy consumption cost-effectively.

In partnership with the national Home Performance with ENERGY STAR Pathway sponsored by the United States Environmental Protection Agency (“EPA”) and the Department of Energy (“DOE”), Sponsor is offering financial incentives to Contractors designed to increase awareness of, and demand for, building performance contracting while simultaneously building an infrastructure of trained and certified contractors to deliver such services.

This Agreement sets out the terms and conditions under which Contractors shall participate in the Pathway. Under this Agreement, participating Contractors contract with property owners to provide building performance services that are in compliance with the Pathway requirements and standards. The Pathway, in return, agrees to provide technical and marketing support for participating Contractors.

This Agreement is completely voluntary and can be terminated at any time for any reason by either Sponsor or the Contractor with prior written notice from the terminating party to the other party.

The Pathway agrees to provide the following benefits to participating Contractors:

- Support for training to certify Contractor’s staff to conduct comprehensive home energy assessments and the purchase of eligible diagnostic equipment to conduct such audits;
- Field mentoring and technical assistance to help Contractors achieve success in delivering high-quality home performance services;
- Promotion of participating Contractors in Pathway marketing;
- The opportunity to respond to leads generated from a public awareness campaign;
- Affiliation with ENERGY STAR and access to the ENERGY STAR marketing toolkit;
- Project-based incentives for improving homes with direct install and other eligible measures, and
- Access to Pathway-mandated software tools for building analysis and energy savings.
- An online methodology to submit projects, track projects processing/payment steps.

### Home Performance Teams

All Home Performance with ENERGY STAR contractors must have the capability to install all Core Measures as defined by the Pathway’s 2022 RFQ and subsequent 2022 Incentive Rate sheet. All Core Measures should be offered to eligible SWEPCO homes. If a contractor cannot perform certain measures a Home Performance Team of subcontractors must be designated. All subcontractors must be eligible and approved as members of the SWEPCO Contractor Network. A list of Team members must be provided to the Pathway, prior to approval of the Pathway Participation Agreement.





## 2022 Contractor Network Application and Agreement Home Performance with ENERGY STAR® Addendum

### Home Performance with ENERGY STAR Terms and Conditions

By executing this Agreement, the participating Contractor agrees to play an active role in SWEPCO's Home Performance with ENERGY STAR pathway by providing high-quality building performance services to its customers. As a condition of participating in the Pathway and accessing Pathway benefits, the participating Contractor agrees to the following Terms and Conditions:

1. For every Home Performance project, the participating Contractor shall only complete work on qualified homes, follow the administrative procedures and reporting requirements of the Pathway, and shall provide the homeowner with a professional Home Energy Assessment report meeting Pathway requirements.
2. Contractor shall allow random field inspections by the Sponsor or its designee of work that has been performed. Contractor, upon request from Sponsor, and at no additional cost to the customer, shall make reasonable repairs or corrections to work that Contractor has performed to bring such work up to Pathway standards.
3. Contractor will utilize the Excel based assessment template to generate the customers "Comprehensive Energy Assessment Report".
4. Contractor shall accept referrals from Home Performance with ENERGY STAR and shall provide services to these referral leads in accordance with Home Performance with ENERGY STAR Contractor Participation Agreement within the timeframe required by the Pathway.
5. The contractor will service any SWEPCO AR customer regardless of heating type, age of home, size of home, race, religion or any other defining characteristic of the home or it's occupants.
6. Contractor must possess the required diagnostic equipment and safety testing equipment, in good working order, with current calibrations certificates and have the ability to deploy it at each participating business location prior to commencing comprehensive energy assessments and installing measures under the Pathway.
7. The contractor may pull off of a project house for safety concerns, and will notify the program staff the reason why via email.
8. Contractor will not subcontract for any of the services to a subcontractor that is not an approved SWEPCO Contractor Network contractor. The aforementioned subcontractor must be eligible and in good standing with the Pathway. All subcontractors must be indicated on Addendum and subject to approval by the Pathway.
9. Without written permission, Sponsor and Contractor shall not employ as a subcontractor any firm that has been suspended or terminated from the Home Performance with ENERGY STAR Pathway or other CLEARResult administered Pathways.
10. Without written permission, Sponsor and Contractor shall not employ as a subcontractor any firm that has been suspended or terminated from the SWEPCO Home Performance with ENERGY STAR Pathway or the REIP Pathway.
11. Sponsor reserves the right to make changes to the Home Performance with ENERGY STAR Pathway upon notice to participating Contractors. Such notification shall be made by mail, email and/or through the SWEPCO.com/ARSaves website.
12. The Contractor is responsible for the proper use of the ENERGY STAR marks, as well as the proper use of the Home Performance with ENERGY STAR marketing graphic. The Contractor must comply with current ENERGY STAR Identity Guidelines (available at [www.energystar.gov](http://www.energystar.gov)), which describe how the ENERGY STAR marks, marketing graphics, and name may be used. The Contractor is responsible for adhering to these guidelines and ensuring that its authorized representatives, such as advertising agencies, are also in compliance. The Sponsor will actively pursue resolution of noncompliance related to the use of the ENERGY STAR marks.
13. When using the Home Performance with ENERGY STAR marketing graphic, it must be used to promote a comprehensive, whole-house process for improving the energy efficiency of homes to prevent pollution, protect the environment, and save money on energy bills.
14. Contractor shall submit all website designs, social media and other marketing materials that use the Home Performance with ENERGY STAR logo to the Sponsor for review to ensure accuracy of ENERGY STAR marks



## 2022 Contractor Network Application and Agreement Home Performance with ENERGY STAR® Addendum

- used and consistency of the ENERGY STAR message. The Contractor will allow a minimum of ten (10) full working days for review and approval of website designs and marketing materials.
15. When advertising or communicating to customers, the Contractor must remain in compliance with advertising guidelines approved by the Pathway. Contractor may not use logos or service marks of the Sponsor. Contractors may, however, use logos and other materials as approved by the national Home Performance with ENERGY STAR Pathway offered by EPA and the U.S. Department of Energy. Participating Contractor should ask the Sponsor for guidance prior to development and deployment of marketing and communications materials if there is any uncertainty over compliance.
  16. Contractor shall retain all necessary licensures, certifications, training, and other requirements deemed necessary by state law and the Pathway policies and guidelines, including all relevant documentation and pictures pertaining to the installation of efficiency measures. Contractor will provide the Implementer or Sponsor with access to such documentation on request. This includes appropriate liability insurance, permits, licensure, or certification information, and installed equipment model and serial numbers.
  17. Contractor shall provide the customer with a written warranty of labor and materials for a minimum of 1 year from the date the service is performed. Any equipment installed shall carry the manufacturer's warranty.
  18. Contractor shall communicate openly with Pathway staff to seek assistance as needed in technical or administrative areas pertaining to the Pathway and provide feedback to the Pathway on issues pertaining to Pathway design or administration, or the Contractor's experiences with home performance contracting in general.
  19. Contractor shall maintain at least one staff member on site through duration of project who is certified for home energy assessments (BPI Building Analyst, Energy Auditor, Crew Lead) through the Building Performance Institute (BPI).
  20. Contractor shall ensure that (BPI) certified technicians receive, at minimum, training that is in compliance with (BPI) continuing education credits requirement.
  21. While performing any activities connected to the Pathway, such as home performance energy assessments, installation of measures, or performance of post-installation diagnostic tests and inspections, Participating Contractor shall comply with both the current BPI 1100 & 1200 standards governing home performance inspections, diagnostics, and treatments.
  22. Contractor agrees that any of its operating locations can begin participating in the Pathway, under the supervision of a Pathway-assigned technical mentor, when at least one staff member at the operating location seeking participation has passed the and holds the a current BPI Certification listed above in 19.
  23. Participating Home Performance with ENERGY STAR contractor recognizes that Home Performance with ENERGY STAR Pathway training is available through the Sponsor Pathway and agrees to follow the Sponsor's procedures and protocols. This training shall include (a) a description of Home Performance with ENERGY STAR, (b) tips for answering questions about Home Performance with ENERGY STAR, and (c) information on the economic and environmental benefits of energy efficiency.
  24. Notify the Sponsor of a change in the designated responsible party or contacts for this agreement within 30 days.
  25. Contractor shall not knowingly misrepresent any information concerning the Pathway, its purpose, policies, and procedures, or its role in the Pathway or relationship with the Sponsor.
  26. Contractor understands that participation in the Pathway does not constitute an endorsement of any kind on the part of the Sponsor. Participating Contractor shall not state or imply any such endorsement, either directly or indirectly.
  27. Contractor shall properly represent the relationship of the Contractor to Sponsor. The Contractor shall identify itself as an independent contractor and a qualified participant in the Sponsor's Home Performance with ENERGY STAR Pathway. Contractors shall not represent themselves as working for, or certified by, EPA, the Sponsor, or Sponsor's affiliate, nor represent him or herself as a Home Performance with ENERGY STAR contractor.
  28. Sponsor reserves the right to terminate this Participation Agreement at any time for cause of the Contractor's noncompliance with the Home Performance with ENERGY STAR Pathway guidelines, state laws, or the 2020 SWEPCO Contractor Participation Agreement.
  29. Contractor acknowledges that participation in this Pathway is a privilege, and the Sponsor may suspend or terminate the Contractor's participation in the Pathway at any time and for any reason. Failure to comply with the



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- requirements of this Participation Agreement or to maintain any of the standards set forth by the Pathway shall constitute a reason to terminate the Contractor's participation in the Pathway. In all cases involving a contractor's participation status or denial of Pathway incentives, the Sponsor's decision is final.
30. In the event of a change to the Participation Agreement, the Contractor shall have the right to terminate the Participation Agreement if the modified Participation Agreement is unacceptable to the Contractor.
  31. In the event of a dispute, each party agrees to have an authorized representative empowered to resolve the dispute and to meet for a period of not more than 30 calendar days to resolve the dispute. Should the dispute resolution be unsuccessful, the matter may be submitted to any court of competent jurisdiction or an alternative dispute resolution panel. No oral or written representation made during the course of any panel proceeding or other settlement negotiation shall constitute a party admission.
  32. In any case where this addendum is in conflict with the 2022 SWEPCO Home Performance with ENERGY STAR Contractor Participation Agreement, the later agreement shall supersede this addendum.

Company: CLEAResult

Company: \_\_\_\_\_

Name: Jacob Nielson

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Program Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



An AEP Company

## 2022 Contractor Network Application and Agreement Home Performance with ENERGY STAR® Addendum

### Home Performance Team Information

Designate all subcontractors to be utilized for Home Performance with ENERGY STAR projects. Subcontractors must be approved SWEPCO Network Contractors. Unapproved subcontractors will be required to submit a Contractor Network Application. This list needs to remain up to date and new subcontractors added per project when applicable.

| Subcontractor 1 |  |       |  |
|-----------------|--|-------|--|
| Company :       |  |       |  |
| Contact Name:   |  | Phone |  |
| Subcontractor 2 |  |       |  |
| Company :       |  |       |  |
| Contact Name:   |  | Phone |  |
| Subcontractor 3 |  |       |  |
| Company :       |  |       |  |
| Contact Name:   |  | Phone |  |
| Subcontractor 4 |  |       |  |
| Company:        |  |       |  |
| Contact Name:   |  | Phone |  |
| Subcontractor 5 |  |       |  |
| Company:        |  |       |  |
| Contact Name:   |  | Phone |  |