

EESP Agreement Highlights

The Energy Efficiency Service Provider Agreement and Terms and Conditions (“Agreement”) is between the Contractor and the Implementing Contractor of each Offering into which the Contractor is accepted as an Energy Efficiency Service Provider (“EESP”). The Agreement sets out the terms and conditions governing participation as an EESP for the offering(s) into which the Contractor is accepted. This Agreement Highlights document provides a summary of key provisions in the Agreement for convenience. As such, it does not include all provisions in the Agreement.

KEY AGREEMENT PROVISIONS

Attachments: The below listed attachments are hereby incorporated by reference into the Agreement.

- Attachment A – Confidential Information
- Attachment B – Marketing Rules
- Attachment C (Issued Separately) – Offering EESP Manual
- Attachment D (Issued Separately as needed) – Supplementary Contract

Term: This Agreement is effective on the date signed by the Implementing Contractor and will expire on December 31, 2021, unless otherwise extended in writing by the parties or terminated earlier pursuant to this Agreement.

Termination by Contractor: Contractor may terminate for convenience this Agreement for any number of the Offering(s) they are accepted into and discontinue its participation as a Contractor for the Offering(s) by providing the applicable Implementing Contractor with thirty (30) days prior written notice.

Termination by Implementing Contractor: Implementing Contractor may terminate this Agreement for any number of the Offering(s) they implement immediately upon providing written notice to Contractor. Upon termination, Contractor shall cease to perform any further Work and shall commence project closeout procedures pursuant to Section: 11.1 Non-Compliance, Discipline and Removal Procedures, unless instructed otherwise in the written notice of termination.

Offering EESP Manual: Contractor agrees to perform Offering services in accordance with the terms and conditions of the Agreement, the applicable Offering Manual(s) provided by each Implementing Contractor, and all applicable laws and regulations.

Eligibility: To qualify as a Contractor for the Offering(s), applicants must:

1. Submit a fully completed EESP Application.
2. Provide all documentation requested by Implementing Contractor(s).
3. Meet insurance requirements listed in Section: 12.8 Insurance.
4. Be free and clear of all liens and encumbrances.
5. Commit to attend training as required in Section: 12.10 Training.
6. Be in good standing with the ComEd Energy Efficiency Program.
7. Have a Certificate of Good Standing with the State of Illinois.
8. Meet all federal, state, local, legal, industry, and trade requirements, standards and certifications applicable, as required, in Section: 12.9 Licensing and Permits.

KEY AGREEMENT PROVISIONS

Customer Service: Contractors are expected to provide a premier level of customer service to all eligible customers in accordance with the Agreement and Offering EESP Manual(s).

Personnel: Contractor shall employ (and cause each subcontractor to employ) competent, appropriately trained, and experienced personnel for the Work to be performed.

Marketing: Contractor shall promote the Offering(s) and their status as an EESP in compliance with the Marketing Rules as described in Attachment B – Marketing Rules. The Contractor shall provide only the Offering Services to customers that meet the customer eligibility requirements of the Offering(s) as provided in the Offering EESP Manual(s). Contractor shall verify customer eligibility in accordance with Offering EESP Manual prior to providing any Offering Services. A Contractor will not receive incentive payments for ineligible applicants.

Non-Compliance, Discipline and Removal Procedures: Contractors must meet the Offering(s) service expectations as indicated in the Agreement and Offering EESP Manual(s), which include, but are not limited to: (i) customer satisfaction and education, (ii) accurate and timely project documentation submissions, (iii) performing quality workmanship, (iv) commencing and completing work in accordance to agreed upon schedule, and (v) conducting business in accordance with all applicable laws, regulations, codes, and trade and industry standards. Implementing Contractor(s) may suspend or terminate Contractor's right to participate in the Offering(s) if Implementing Contractor(s) determine(s) that there is a reasonable suspicion of non-compliance with any Offering requirement(s), service expectation, or term of the Agreement.

Incentive Payment: Payment of Incentives is subject to and conditioned upon Contractor's satisfactory completion of all required Offering steps in accordance with the Offering EESP Manual(s) and full compliance with the terms of the Agreement.

Project Inspections: Customer projects may be inspected to verify that the Contractor has complied with Offering requirements including installation, quality of work, accuracy of Offering documents and invoices, and customer service. Project inspections may be performed by the Utility, the Implementing Contractor or a designee.

Insurance:

- Workers' compensation at statutory requirements
- Employers' liability at \$1,000,000
- General liability at \$1,000,000
- Automobile at \$1,000,000
- Implementing Contractor(s) and ComEd listed as additional insured