

Program Year _

Statement of Work

This Statement of Work ("SOW") is an exhibit to and a part of that certain Blanket Master Contract No. 1169991 (the "Agreement") entered into by and between _____ ("Company") and _____ ("Contractor"), effective as of _____. This SOW will be effective only when signed by Company and Contractor and upon the later of the Effective Date as defined in the Agreement or the last date indicated below. This SOW may be amended only as provided for in the Agreement. Capitalized but undefined terms shall have the meanings set forth in the Agreement.

- 1 Term and Termination The Term of this SOW shall begin on _____, and continue until _____. This SOW may be extended past the termination date upon mutual written agreement from both parties for consecutive six-month periods. Company or Contractor may terminate this SOW at any time pursuant to Agreement.
- 2 Description of Service. Contractor shall provide program implementation services (the "Services") for the _____ ("Program") _____ program offering.
- 3 Services Overview. The Contractor shall be responsible for and / or support the following:

3.1 Administrative Support

Contractor will provide program administrative services including: program design and planning, tracking and reporting, customer copay fulfillment, data quality management, financial management. Contractor accepts ultimate responsibility for achieving project goals and objectives as defined in this SOW.

Contractor will manage and be ultimately accountable for the performance of the Program and associated goals, objectives, service levels and financial performance.

Contractor will provide quality management services as defined in Program deliverables found in Exhibit _ of this SOW.

Contractor will maintain a flexible process to allow for changes to be made to achieve performance results, customer satisfaction and ensure delivery of quality program services.

Contractor will coordinate delivery of programs with _____ as approved and directed by the Company.

3.1.1 Program Design and Planning

Program Analytics and Continuous Improvement

Contractor will monitor programs, staff efforts, and market activities to identify delivery program solutions to enhance their efficiency and effectiveness. The team will propose ideas to the Company as appropriate, with potential improvements including:

- Measure mix
- Marketing
- Installation standards

- Customer satisfaction/Engagement
- Tools and resources

3.1.2 Tracking and Reporting

Reporting

Contractor will provide timely, accurate, and useful weekly and monthly reports. Weekly program data reports will be uploaded directly to the Company via web service or other agreed upon method by the close of business each Tuesday for the prior week's production. Monthly reports will be delivered by the 10th day after the close of each month. In addition, Contractor will provide accrual forecasts each month based on a schedule to be provided by the Company.

Monthly reports will provide information on:

- Program activity
- Budget summary (current and cumulative spending)
- Brief narrative summary of key marketing and outreach activities, including measured results
- Recommendations for program improvements or market updates (when applicable)
- Status on Key Performance Indicators (KPIs)
- Results and trends of QA/QC inspections
- OSHA man hours

Weekly reports will provide:

- Weekly participation data

Contractor will provide access to program dashboards, and/or provide supplemental reports generated by Contractor's data management system, for the Program if requested and on a frequency to be agreed upon by the Company and Contractor.

Contractor will provide additional reporting as required by the Illinois Commerce Commission or other regulatory reporting requirements will be determined as needed between the Company and the Contractor.

Data Management

Contractor's data management system will serve as the primary tool for data collection, data management, and reporting needs for the Program.

Contractor will utilize the data management system internally and develop the necessary procedures to upload accurate data to the Company at a minimum of weekly. The data management system will store all standard and critical data fields. Contractor will work with the Company and the Third-Party Evaluator to agree on the standard and critical data fields to be captured.

Contractor will ensure data accuracy through multiple techniques:

Contractor customized data management system to ensure that data elements that must be gathered for the Program are required fields on the data intake screens. The system ensures that all the information required to calculate savings or qualify programs for EM&V is present and that the values are within the limits set for the program and are aligned with the current version of the IL TRM.

The Contractor's Program team monitors program dashboards to make sure that programs are tracking toward goal. Activity reports and exception reports display the status of key performance metrics and highlight data that is missing or out of normal bounds. Because data is available to the program and central data groups in real-time, any anomalies that enter the data stream can be detected and resolved.

Each month, staff in Contractor's Incentive Processing Center reconciles detailed activity data to make certain the savings and incentives are consistent and tie out to the financial records. Any discrepancies are detected and resolved prior to month end close.

3.1.3 Program Coordination Meetings

Contractor will hold regular in-person meetings with Company staff and when appropriate coordinate with the Company team. Contractor will prepare agendas, presentations (as appropriate), and program updates for in-person meetings or conference calls as outlined below:

- Bi-Weekly meetings with Company and Contractor Project Management teams
- Quarterly Meetings: Review quarterly report, discuss suggested program modifications, solicit additional program input
- Annual Meetings: Review annual progress against goals, review performance against key metrics, discuss lessons learned, decide on any needed course corrections, revise annual implementation plan as needed

Contractor will work with the Company to establish a schedule of Program Year _ quarterly meetings and to determine the meeting venues (i.e., conference call or in person) to review quarterly reports.

Contractor will take meeting minutes and distribute them for each quarterly performance review meeting.

3.1.4 Safety

Contractor will develop and implement a safety plan for all program implementation services and staff performing those services. The safety plan is included in the deliverables schedule in Exhibit _ of this SOW and full terms included in the Agreement between the Company and Contractor.

3.2 Direct Implementation

3.2.1 Customer Satisfaction Measurement, Tracking, and Reporting

Contractor will coordinate with Company to offer on-site and online customer satisfaction surveys to participating _____ customers. Contractor will submit all survey materials to Company for approval prior to performing any customer satisfaction surveys for the Program.

Contractor will provide survey results to Company on a quarterly basis. Contractor will follow up on all unsatisfactory reports to resolve any outstanding complaints. Contractor will document all customer complaint resolutions.

3.2.2 Marketing & Outreach

Marketing

All proposed marketing activities will be as needed and approved by the Company. All marketing campaigns must be reviewed and approved by Company prior to the start of any work.

3.2.3 [INSERT DESCRIPTION]

3.3 Data Processing, Customer Payment Processing

3.3.1 Data Processing: Contractor will provide, and update as needed, the process flow documents outlining the key steps in the assessment validation operation for the Program measures. Customer data will be housed in secure servers and transmitted only through Company-approved channels.

The assessment data process flow will include the following elements:

- [INSERT DESCRIPTION]

3.3.2 Customer Payment Processing: Contractor will provide, and update as needed, the process flow documents outlining the steps in the customer co-payment operation. Key elements of the customer co-payment operation include:

- [INSERT DESCRIPTION]

3.4 Quality Assurance and Quality Control

To ensure quality installations, program qualifications have been developed and will be documented in the Operations Manual per the Deliverables Schedule as an Exhibit _ to this SOW.

Contractor and Company will review all QA/QC policies and procedures and mutually agree to work in good faith to define final SOW requirements related to this section.

3.5 Program Year-End Responsibilities

Contractor is responsible for completing all program year-end closeout activities within 60 days of the program year close unless otherwise approved by ComEd. Year-end closeout activities may include, but are not limited to, providing final data uploads, submitting outstanding invoices, processing all current program year rebate applications, and updating production/performance reports.

Program Close Responsibilities

If the program is discontinued at any point during the program year, Contractor is responsible for completing all end-of-program closeout activities within 90 days of such discontinuance unless otherwise approved by ComEd. End-of-program closeout activities may include, but are not limited to, disabling program-specific phone numbers, decommissioning microsites and/or other online content, providing certification that ComEd confidential program data hosted by the Contractor and its subcontractors has been destroyed and completing year-end closeout activities.

Implementation Contractor Transition

If the program continues beyond program year end, but program implementation will no longer reside with the Contractor, Contractor shall support efforts related to the transition of the program to the new implementer in a manner that minimizes any impact to ComEd customers. For contracts utilizing a fixed fee cost structure for administrative services, such transition support provided prior to the close of the program year shall be covered by the fixed administrative fee. For contracts which determine administrative costs on a time and material basis, costs for such transition support provided prior to the close of the program year shall be calculated based the rates defined in the contract. Should Contractor support for any such transition be required beyond the close of the program year, Contractor agrees to negotiate in good faith with ComEd in regards to the terms of such support.

Contractor will develop an over-arching staffing strategy that provides the appropriate levels of support and management to effectively achieve all of the Company's goals.

Contractor will coordinate across other program personnel associated with the Company's programs in order to provide a consistent approach and delivery on program elements including, but not limited to installation guidelines, QA/QC criteria, safety plans, Energy Advisor best practices and Operation Manuals as a whole.

Contractor will provide an organizational chart which will be updated on an annual basis at the start of each individual program year and as staffing changes occur. The initial organization chart will be included as an Exhibit _ of this SOW.

Contractor will document and provide timely notice of all new hires and personnel changes within 10 business days prior to the start or change date. All staffing changes will be included in each monthly report as appropriate.

All new employees will be subject to all required background checks and drug testing as stated in the Master Services Agreement.

Contractor will document notice of all terminations within 5 business days of the date of notification by the employee.

5 Invoicing

Contractor shall invoice Company as outlined in the Fee section of this SOW during the term of this SOW. In addition to the Company's standard invoicing requirements, all invoices must also be submitted directly to the Company Project Manager in the format requested by Company. All invoices to the Company's Project Manager must be submitted electronically.

Company may request changes to the invoice format during the term of this SOW. Contractor shall comply with all such requests.

The Company and _____ may review the cost allocation as needed for any changes to program costs for any joint programs implemented by the Contractor. Contractor will apply the cost allocations provided by Company and _____ to invoices. This cost allocation may change each utility's previously agreed upon budget and program cost.

5.1 Invoicing Procedures

Contractor will invoice Company monthly based on the Company provided invoicing and accrual schedule. Monthly invoices will include a fixed monthly fee and any activity based fees associated with the previous month.

Company will pay Contractor net 30 for approved monthly operational invoices.

6 Budget and Savings

6.1 Program Savings

Budget and goals will be reviewed annually between Company and Contractor. Savings goals will be adjusted accordingly per the definition of the IL TRM update process and any changes to savings and goals will be applied prospectively for the following program year.

Table 1: Assessment Savings by Program Year

[INSERT TABLE]

6.2 Program Budget and Fees

The budget will be allocated by Contractor based on the final EPY_/GPY_ _____ and Company Cost Allocation Agreement agreed to by Company and _____.

Marketing labor shall be billed at time and materials and not exceed Company's allocated portion of the program's total annual marketing budget of \$_____ provided in Table _____. Marketing materials shall be a pass-through direct expense with no mark up.

All direct-install product will be billed to the Company at the material and labor cost per unit detailed in Appendix _____.

Table 2: Assessment Budget

[INSERT TABLE]

- 7 Key Performance Indicators
Attachment 1 -

- 8 Exhibit A: Contractor Organizational Chart

9 Exhibit B: Contract Deliverable Schedule

Contractor will provide Company sufficient time for review and approval of all Program deliverables prior to Contractor use.

Deliverable	Update Schedule	Final Draft by	Format

10 Exhibit C: Energy Efficiency General Requirements Document

ComEd Energy Efficiency General Requirements Rev.10 embedded herein, which supersede any previously agreed upon Energy Efficiency General Requirements.

ComEd Energy Efficiency Department
Implementation Contractor General Requirements
Rev 10 – 05/02/2016

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- 11 Contractor will provide Company sufficient time for review and approval of all Program Appendix 1: Measure Costs and Savings