

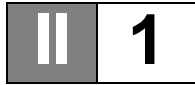
Oncor Electric Delivery Commercial & Industrial Standard Offer Program

2008 Enrollment Process

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This Section includes descriptions and samples of enrollment materials developed by Oncor Electric Delivery for participants in the 2008 C&I Standard Offer Program.

The enrollment forms included in this chapter are examples and may vary from the interactive versions found on the program website at <http://www.oncor.com/electricity/teem/services/candi/default.aspx>. With the exception of some equipment inventories, all of the basic enrollment and application materials are completed online using the interactive tools located on the program website.



Initial Application (IA)

1.1 Overview

A Service Provider's first formal step in participating in the Oncor Electric Delivery C&I Standard Offer Program is the submission of a Standard Contract, as well as an Initial Application (IA) for each Project to Oncor Electric Delivery. The Standard Contract is required to be submitted only once which will be upon the Service Provider's initial participation in the Program. By submitting the IA, the applicant is requesting that Oncor Electric Delivery review the IA and, if it is approved, reserve funding for the Service Provider.

IAs will be reviewed on a first-come, first-served basis until all incentive funding has been committed. Oncor Electric Delivery reviews the IA for both participant and Project eligibility. If an IA is accepted, Oncor Electric Delivery reserves funds for the applicant, who is then referred to as a "Service Provider." Once notified of acceptance, the Service Provider proceeds to develop a more detailed description of the Project. This detailed description will be submitted in the Final Application (FA) phase. A typical review cycle for an IA is 20 working days.

The IA includes several sections to be filled out by the Service Provider. The information required in these sections should be submitted to Oncor Electric Delivery in both electronic and hard copy. A sample IA is attached to this Section II as Appendix C.

1.2 Service Provider Signup

The Service Provider signs up online by providing basic contact information at <http://www.oncor.com/electricity/teem/services/candi/>. Also, the following must be provided:

- Description of the Service Provider firm, including relevant experience, areas of expertise, and total number of employees. Description must include references and may also include customer affidavits or other evidence of Service Provider's competency from previous Projects.
- Basic description of the relevant experience of the Project team members who will be responsible for the design, installation, operation, and maintenance of the Project. This may consist of resumes and should demonstrate the Service Provider team's expertise and technical depth.
- Evidence of Service Provider's good credit rating, financial strength and capability:
 - o If Service Provider is publicly traded, copies of Service Provider's annual reports and 10-Ks for the two most recent years.

- o If Service Provider is privately held, copies of financial statements for the two most recent years or Dunn and Bradstreet Report. If these cannot be provided please contact the program manager.
- Disclosure of any legal judgments entered against Service Provider in the previous two years, as well as a current list of pending litigation filed by or against Service Provider.
- Evidence that Service Provider and its subcontractors possess all required insurance.
- The Service Provider's Taxpayer Identification Number so that Oncor Electric Delivery can properly account for any incentive payments to the Service Provider in the future.

For customers that self-sponsor their Project, the following will be required:

- The Service Provider's Taxpayer Identification Number so that Oncor Electric Delivery can properly account for any incentive payments to the Service Provider in the future.

1.3 Sections of the Initial Application

The IA is composed of the following sections:

- Service Provider Information (IA.1)
- Customer Information (IA.2)
- Project Information (IA.3)
- Performance Security Deposit
- IA Agreement

The information required in each section is described further below. Hard copies and deposit are required within 10 working days of the on-line electronic submission.

1.3.1 Service Provider Information (IA.1)

This section includes information that the Service Provider should submit to Oncor Electric Delivery along with its first IA. The information is required of all Service Providers and need only be submitted once. All subsequent IAs submitted under the program may simply refer to the information submitted in the first IA, unless there has been a material change in the information. Information in this section will be submitted in hard copy only, and includes the following:

- Evidence that Service Provider and subcontractors possess all applicable licenses and permits.
- Identification of all subcontractors to be employed for each stage of the Project, including subcontractor licenses, bonding, and overall firm and individual staff experience and expertise.

- A brief management plan that covers the design, implementation, and operation of the Project. The plan should include key staff, expected management lines of authority and responsibility, expected staffing levels, and utilization of subcontractors.

1.3.2 Customer Information (IA.2)

This section requests information about the Service Provider's customers and the project sites at which the Service Provider proposes to perform work to receive incentives from Oncor Electric Delivery. If the Project involves multiple sites and if exact information about each customer site is known at the time the IA is submitted, Service Providers should complete a separate Customer Site Information table for each site. If customer information is not yet known, the Service Provider should include as much information as possible about the expected number of customer sites and a general description of the types of sites anticipated to be included in the Project. The type of information requested includes the following:

- Company name
- Site address
- Site contact name, phone number and fax number
- Building type, operating schedule and floor area
- Cooling system description
- Oncor Electric Delivery Distribution account number (ESIID). (An example of an ESIID is "10443720001234567". In the example, the "44327" must be in the 3rd thru 7th digit. "17699" is also eligible. The last 7 digits are then reportable.

This information will be submitted through both the online application and in hard copy.

1.3.3 Project Information (IA.3)

This section requests basic information about the scope of the proposed Project. The type of information requested includes the following:

- Basic description of the Project
- List of proposed energy efficiency measures
- Expected demand and energy savings
- Preliminary savings calculations, including assumptions and formulas, to support the amount of incentive payment requested from Oncor Electric Delivery
- Additional supporting documentation as necessary

This information will be submitted both through the online application and in hard copy. Any information needed to support the Project description and savings calculations (e.g., analysis spreadsheets) may be submitted with the hard copy of the IA and also electronically at jhanel1@oncor.com.

1.3.4 Performance Security Deposit

A performance security deposit must be included as part of the hard copy submittal of the IA. Deposits are equal to 5% of the incentive estimate requested in the IA. The deposit is generally refundable for Projects that meet at least 80% of their Initial Application in the contract and 75% of their contracted kW savings goal by the required deadline in the Savings Report. The deposit must be provided by the Service Provider and not the end use customer. The Service Provider will forfeit the deposit if it withdraws the IA after it has been reviewed and approved by Oncor Electric Delivery.

1.3.5 Conditions

Service Provider agrees and understands that the incentive funds estimated in the Service Provider's IA are not reserved until Oncor Electric Delivery has received from the Service Provider all information related to the IA that is required under the Program guidelines and Oncor Electric Delivery has approved the IA.

Service Provider agrees that it will forfeit, and Oncor Electric Delivery will retain, the performance security deposit if the Service Provider withdraws the IA after it has been approved by Oncor Electric Delivery. Service Provider agrees that if it does not submit a complete FA within 60 days after Oncor Electric Delivery's approval of the IA, then Oncor Electric Delivery may, in its sole discretion, cancel the IA, retain the performance security deposit, and release the incentive funds reserved for the applicable Project.

1.4 Submitting the Initial Application

1.4.1 Electronic Submittal

Electronic submittal of IA's will be performed through Oncor Electric Delivery's interactive online submittal forms.

1.4.2 Hard Copy Submittal

Oncor Electric Delivery must receive hard copies and performance security deposits within ten (10) business days after receipt of the electronic submittal of the IA. Hard copies should include all application materials *excluding* lengthy support documents. Hard copy submittals should be mailed to the following address:

Oncor Electric Delivery – 2008 C&I SOP
1600 Bryan St, Suite 21-100-C
Dallas, TX 75201-3411
Attn: John Hanel

Performance security deposit checks accompanying the IA submittal should be made out to "Oncor Electric Delivery Company."

II **2** **Final Application (FA)**

2.1 Overview

The Service Provider is required to submit a Final Application (FA) within **60 days after** the date Oncor Electric Delivery approves the IA in order to participate in the Program. In the FA, the Service Provider provides a more detailed description of the proposed Project, including more precise descriptions of the Project's energy efficiency measures, customer sites, and expected energy savings. In addition, the Service Provider is required to submit a measurement and verification (M&V) plan for the Project if deemed savings are not used on all measures. The following sections provide guidance on the completion of the FA.

No construction on the measures included in the FA may begin until the FA has been reviewed and approved by Oncor Electric Delivery, including on-site inspections of old equipment. If the baseline equipment affected by the Project is removed before Oncor Electric Delivery has approved the Project, the FA will be rejected.

The FA review typically takes up to 30 days. Once the FA for a Project has been approved by Oncor Electric Delivery Company, Service Provider agrees to use all reasonable efforts to implement the Project without undue delay and otherwise in accordance with the terms of the Contract Documents. Measures shall be designed, constructed and installed in a good and workmanlike manner only with materials and equipment of appropriate quality, and, in any event, in accordance with Prudent Electrical Practices.

2.2 Sections of the Final Application

The FA is composed of the following sections:

- Project Summary (FA.1)
- Project Savings Estimates (FA.2)
- Proposed M&V Plan (FA.3)
- Site Profiles (FA.4)
- Customer and Service Provider Agreement (FA.5)
- Equipment Inventory Forms

The information required in each section is described further below.

2.2.1 Project Summary (FA.1)

This section requires information concerning the Service Provider. It also includes a summary of the proposed energy efficiency measures, installation start and completion dates, and any additional information necessary to help describe the scope of the Project. This information will be generated from the information in the online application and will be submitted online and in hard copy. A separate document may be required for the full Project description.

2.2.2 Project Savings Estimates (FA.2)

This section requests revised savings estimates from the IA. The savings estimates must be substantiated with a list of methods, assumptions or formulas used to derive the demand and energy savings of each measure. Service Provider must provide electronic and hard copy output of savings calculations, or any computer simulations or analysis used to estimate savings. Savings calculations should be consistent with the M&V approach planned for the measure and follow the procedures outlined below.

This information will be generated from the information in the online application and will be submitted online and in hard copy. Any information used to support the Project savings calculations (e.g., analysis spreadsheets, simulation files) must be submitted with the hard copy of the FA and also electronically at jhanel1@oncor.com.

2.2.3 Proposed Measurement and Verification Plan (FA.3)

This section requires a detailed description of the proposed M&V plan to be used for the Project. In general, it is recommended that the Service Provider use the M&V Guidelines described in Section III or IV of this Program Manual, as applicable. However, the Service Provider may elect to develop an alternative approach. The alternative must be described in detail, and is subject to the approval of Oncor Electric Delivery. In general, the M&V plan should address the following items:

1. **Project Site:** Describe the project site and the Project. Include information on how the Project saves energy and demand, and what key variables affect the savings.
2. **M&V Approach:** Describe the M&V approach to be used (Oncor Electric Delivery guidelines may be used or the Sponsor may define its own M&V procedures). If the Oncor Electric Delivery guidelines are followed, please describe the approach briefly. If proposing a separate methodology, please explain the approach in detail.
3. **M&V Personnel:** List the people who will conduct the M&V activities and prepare the M&V analyses and documentation.
4. **Savings Calculations:** Describe exactly how the baseline will be determined and how the savings calculations will be made. For instance, list analysis tools, such as DOE-2 computer simulations, and/or show the equations to be used. A complete "path" should be defined indicating how collected survey and metering/monitoring data will be used to calculate savings. All equations should be shown.

5. **Metering Specifications:** Specify what metering equipment will be used, who will provide the equipment, its accuracy and calibration procedures. Include a metering schedule describing the equipment to be metered, the metering duration and when it will occur, and how data from the metering will be validated and reported. Include data formats. Electronic, formatted data read directly from a meter or data logger is recommended for any short- or long-term metering.
6. **Key Assumptions:** Define what key assumptions will be made about significant variables or unknowns. Describe any stipulations that will be made and the source of data for the stipulations.
7. **Baseline Adjustments:** Define how any baseline adjustments will be made.
8. **Sampling:** Describe any sampling that will be used, why it is included, sample sizes, documentation on how sample sizes were selected, and information on how random sample points will be selected (see the M&V Sampling Guidelines included in Sections V of this Program Manual).
9. **Level of accuracy:** Define the level of accuracy which should be achieved for the entire analysis, or, at a minimum, for key components. For instance: "lighting operating hours will be measured with an 80 percent confidence level and 20 percent precision."
10. **Quality Assurance:** Indicate how quality assurance will be maintained and replication confirmed. For instance: "The data being collected will be checked every month," or "to ensure sufficient accuracy, results will be subjected to third-party review by the ABC company."

The Service Provider should work with Oncor Electric Delivery or its contractor to identify an M&V methodology and develop an M&V plan that is appropriate for the retrofits being performed at each individual site. The M&V plan will be reviewed and **must be approved by Oncor Electric Delivery**. The proposed M&V plan must be included with the hard copy submittal of the FA.

2.2.4 Site Profiles (FA.4)

The site profile should be completed for each site with energy savings claimed in the Project. Site schematics and additional site information should be provided as appropriate.

2.2.5 Customer and Service Provider Agreement (FA.5)

This form is required from customers contracting with a Service Provider and customers who act as their own Sponsor. This form must be provided with the FA for each customer site involved in the Project, and is required prior to any on-site inspections by Oncor Electric Delivery or its contractors. This form is in the online application and should be downloaded. If a customer is acting as its own Service Provider, it should sign the Customer and Service Provider Agreement in both its capacity as a customer and a Service Provider.

A sample of the Customer and Service Provider Agreement can be found in Appendix A of this Section II.

2.2.6 Equipment Inventory Forms

Standardized equipment survey forms are provided for Service Providers completing equipment audits for the FA. The forms are available electronically on the program website at <http://www.oncor.com/electricity/teem/candi/standards.asp>. Regardless of the M&V guidelines selected, these forms should be used for all equipment information (nameplate data, operating schedule, etc.). The available forms include:

- *E1.xls, Lighting Inventory and Lighting Operating Hours and Savings Forms* are used with Projects that involve lighting efficiency and lighting controls measures.
- *N1.xls, Lighting Inventory for New Construction* are used in Projects that involve lighting efficiency and lighting controls measures in New Construction.
- *E2.xls Motor and Variable Speed Drive Equipment Inventory and Spot Measurement Forms* are used with Projects that involve motor or variable speed drive measures.
- *E3.xls Cooling Equipment Survey and Operation Forms* are used with any Projects that involve retrofits of cooling equipment (chillers, DX AC equipment, etc.).
- *E4.xls Window Films Survey* is used with Projects that involve the application of window films.
- *E5.xls Roofing Savings* is used with retrofit Projects that involve the application of this product.

Any equipment not specified in the survey forms must still be listed in the FA with enough information to allow Oncor Electric Delivery's approval. Therefore, it is recommended that Service Providers work closely with Oncor Electric Delivery when surveying equipment not specified in the forms.

2.2.7 Lighting Inventory

The Lighting Inventory Form is provided to facilitate the completion of FAs that involve lighting measures. Each line item in the inventory is operated from a single point of control and generally includes lighting fixtures and controls in a single room/area. If multiple usage groups are present in a single room/area, then multiple line items should be used to represent each different usage group. Additional information regarding usage groups can be found in the lighting M&V guidelines as well as the sampling guidelines.

To facilitate the inspection process, include all fixtures on the Lighting Inventory Form that are located in an area affected by the retrofit, even if the equipment is not scheduled for replacement. The form initially contains 200 blank lines, but the Service

Provider should add lines as needed to complete the survey. Each line in the Lighting Inventory Form consists of three sections:

- *Space Description* is for the room locations and fixture usage. All of the cells in this section are to be completed by the Service Provider.
- The *Pre-Retrofit Equipment* and *Post-Retrofit Equipment* sections are for specific information about the lighting fixtures. All non-shaded cells require inputs from the Service Provider. The *Fixture Code* cell is explained in the Appendices. The shaded cells, *kW per Fixture* and *kW per Space*, are equations and do not require inputs from the Service Provider.
- *Annual kW Savings* and *Annual kWh Savings* are equations, and do not require inputs from the Service Provider. However, these equations show only demand and energy savings associated with the lighting equipment. Any HVAC interactive savings need to be calculated separately and provided with the FA.

Lighting Inventory Forms are provided in Microsoft[®] Excel format on the program website. These forms should be submitted electronically via email to jhanel1@oncor.com and in the hard copy submittal.

2.2.8 Motor and Variable Speed Drive Equipment Inventory

The Motor and VSD Equipment Inventory is provided to facilitate the completion of FAs that involve motor and/or VSD retrofits. Generally, each line represents an individual motor identified by its unique motor ID. However, if multiple motors have similar operating schedules and loads, multiple motors can be placed on the same line. The number of lines provided on the survey form is twenty, but the Service Provider is free to add lines as needed to complete the survey. Each line consists of four sections.

- The *Pre-Retrofit Equipment* and *Post-Retrofit Equipment* sections are for general information about the motors and the application. All of the cells in these sections require inputs from the Service Provider.
- The *Nameplate Data* sections (pre and post) are for specific information about the motors. All of the cells in these sections require inputs from the Service Provider.
- *Pre-Installation Energy Consumption* and *Post-Installation Energy Consumption* require inputs from the Service Provider for all non-shaded cells. The shaded cells are equations and do not require inputs from the Service Provider.
- The *Annual kW Savings* and *Annual kWh Savings* columns are calculated automatically, and do not require inputs from the Service Provider.
- The *Spot Measurement of Existing Motors* table is provided to the Service Provider to record the results of any required spot metering of existing motors for baseline M&V purposes.

Motor and VSD Equipment Inventories are provided in Microsoft® Excel format on the program website. These inventories should be submitted electronically via email to jhanel1@oncor.com and in the hard copy submittal.

2.2.9 Cooling Equipment Survey and Operation

The Cooling Equipment Survey is provided to facilitate the completion of FAs that involve cooling equipment. Each line represents a single piece of cooling equipment identified by its unique ID.

- The *Existing Equipment* and *Replacement Equipment* sections are for general and nameplate information about the cooling equipment as well as information to help describe the operation of the equipment.
- The *Pre-Retrofit Equipment* and *Post-Retrofit Equipment* sections are for general information about the cooling equipment. All of the cells in these sections require input from the Service Provider.
- The *Nameplate Date* sections (pre and post) are for specific information about the cooling equipment. All of the cells in this section require input from the Service Provider.
- The *Post-Installation Energy Consumption* sections (kW and kWh) require the Service Provider to input estimates of the post-installation peak kW and annual kWh.
- Service Provider must either complete the worksheet applicable to “Deemed Cooling” or “Measured Cooling,” depending upon the method chosen to prove up the savings.
- The Annual kW Savings and Annual kWh Savings columns are calculated automatically and do not require input from the Service Provider.
- When reporting the baseline kW and kWh, Service Provider uses either the rating of the unit being replaced or the baseline efficiency listed in Section V of this Program Manual, “Standard Cooling Equipment Tables,” whichever is more efficient.

Cooling Inventory Surveys are provided in Microsoft® Excel format on the program website. These surveys should be submitted electronically via email to jhanel1@oncor.com and in the hard copy submittal.

2.2.10 Window Film Survey

The Window Film Survey is provided to facilitate the completion of FAs that involve the application of solar window films to existing windows. All of the non-shaded cells in these sections, including Cooling System Equipment, require inputs from the Service Provider.

Window Film Surveys are provided in Microsoft® Excel format on the program website. These surveys should be submitted electronically via email to jhanel1@oncor.com and in the hard copy submittal.

2.2.11 Roofing Savings

This spreadsheet calculates on-peak kW demand reduction and annual kWh energy savings based upon the installation of an Energy Star[®] rated roof installed by an installer certified by the roofing manufacturer.

Roofing Saving Forms are provided in Microsoft[®] Excel format on the program website. These forms should be submitted electronically via email to jhanel1@oncor.com and in the hard copy submittal. See Section V for Stipulated Savings for Energy Star Roofing Savings.

2.2.12 Conditions

Service Provider agrees that if Oncor Electric Delivery finds that a submitted FA does not meet the Program requirements and therefore rejects the FA, then Service Provider will have 15 days to resubmit a corrected FA. If upon review Oncor Electric Delivery finds that the corrected FA also fails to meet Program requirements, Oncor Electric Delivery may, in its sole discretion, cancel the IA, reject the corrected FA, retain the performance security deposit, and release the reserved incentive funds.

2.3 Submitting the Final Application

2.3.1 Electronic Submittal

Electronic submittal of FA's will be performed through Oncor Electric Delivery's interactive online submittal forms.

This submittal will be a continuation of the IA that is previously submitted online. Any changes to the information supplied in the IA should be corrected online. This will not affect the IA in any way.

2.3.2 Hard Copy Submittal

Oncor Electric Delivery must receive hard copies of the FA and supporting materials within five (5) business days after receipt of the electronic submittal. Hard copies should include all application materials *excluding* lengthy support documents. Hard copy submittals should be mailed to the following address:

Oncor Electric Delivery – 2008 C&I SOP
1601 Bryan St, Suite 21-100-C
Dallas, TX 75201-3411
Attn: John Hanel

II 3 Standard Contract

In order to participate in the Program, Service Provider must have executed and delivered a Standard Contract to Oncor Electric Delivery. The Standard Contract will be similar to the sample Standard Contract that can be found in Appendix B of this Section II. The terms of the contract will be **standard** for all Service Providers and are **non-negotiable** unless unique circumstances merit and require, in the sole discretion of Oncor Electric Delivery, revision. In order to incorporate each Service Provider's Project information, each Project approved IA and the approved FA will be incorporated into the Standard Contract and become a part thereof.

Once the IA and FA for a Project is signed between the Service Provider and Oncor Electric Delivery, the Service Provider's primary obligations are to:

- Install the Project and/or measures and submit an Installation Notice (IN) to Oncor Electric Delivery.
- Implement the approved M&V plan and submit a Savings Report (SR) to Oncor Electric Delivery.

A signed IA and FA for a Project obligates Oncor Electric Delivery to:

- Review the Service Provider's IN and SRs.
- Provide 40% of the anticipated incentive payment to Service Provider after approval of the IN.
- Provide the remainder of the contracted incentive payment earned to Service Provider after approval of the SR.

4 Installation Notice (IN)

4.1 Overview

The Service Provider is required to submit an IN to notify Oncor Electric Delivery that the Project installation is complete and that the equipment is operating as specified in the approved FA. The IN must be submitted within **90 days** after the FA effective date, unless an extension is requested in writing by the Service Provider and approved by Oncor Electric Delivery. In the IN, the Service Provider will provide details of the actual equipment installed for the Project, including updated information regarding savings estimates, the M&V plan, and the incentive payment. Oncor Electric Delivery will then inspect the customer sites and review the IN. After the IN is approved, Oncor Electric Delivery will provide the 40% installation payment to Service Provider. The following sections provide guidance on the completion of the IN.

IN Review typically takes up to 30 days.

4.2 Sections of the Installation Notice

The IN is similar to the FA in required content, reflecting as-built, rather than proposed, Project conditions. The IN is composed of the following sections:

- Project Summary (IN.1)
- Updated Project Savings Estimates (IN.2)
- Final Measurement and Verification Plan (IN.3)
- Updated Site Profiles (IN.4)
- Customer Certification (IN.5)
- Updated Equipment Inventory Forms (as-built)

The information required in each section is described further below.

4.2.1 Project Summary (IN.1)

This form requires input for information concerning the Service Provider and an updated summary of the installed energy efficiency Project. If the scope of the Project has not changed since the approval of the FA, the Service Provider may refer to the FA when completing the Project description. This information will be submitted online and in hard copy.

4.2.2 Updated Project Savings Estimates (IN.2)

This section requests revised savings estimates from the FA. The summary of the proposed measures should be completed along with all equations and calculations used to determine the demand and energy savings estimates. If this information has not changed since the approval of the FA, the Service Provider may refer to the FA when completing this section.

If the methods or assumptions for determining the savings estimates have changed or have been updated since the FA, a revised list of methods, assumptions or formulas should be submitted. Provide electronic and hard copy output of savings calculations, or any computer simulations or analysis used to estimate savings. Savings calculations should be consistent with the M&V approach approved for the measure.

This information will be submitted online and in hard copy. Any information used to support the Project savings calculations (e.g., analysis spreadsheets, simulation files) must be submitted with the hard copy of the IN and also at jhanel1@oncor.com.

4.2.3 Final Measurement and Verification Plan (IN.3)

If the M&V plan has changed since the approval of the FA, the Service Provider must submit the revised plan. A detailed description of the updated M&V plan for the Project is required. The M&V plan will be reviewed and must be approved by Oncor Electric Delivery. The final M&V plan should be included with the hard copy submittal of the IN.

4.2.4 Updated Customer Site Profiles (IN.4)

The site profile should be updated as needed for each site. Site schematics and additional site information should be provided as appropriate. If this information has not changed since the approval of the FA, the Service Provider may refer to the FA when completing this section.

4.2.5 Customer Certification (IN.5)

A Customer Certification must be signed by the Service Provider and Host Customer, certifying that the energy efficiency measures described in the IN have been completed and accepted by the Host Customer.

4.2.6 Updated Equipment Inventory Forms

Equipment survey forms must be updated if the actual equipment installed differs from the equipment listed in the approved FA. These forms should be used for all equipment information (nameplate data, operating schedule, etc.). If this information has not changed since the approval of the FA, the Service Provider may resubmit the forms submitted with the FA. Manufacturer cut sheets, ARI ratings sheets, etc., will be required to document efficiencies of mechanical equipment installed.

4.2.7 Conditions

Service Provider agrees that it will forfeit, and Oncor Electric Delivery will retain, the performance security deposit if the Service Provider fails to submit an IN for each Project within 90 days after the effective date of the IA for the Project or by an extended deadline granted by Oncor Electric Delivery. Oncor Electric Delivery may, in its sole discretion, grant a one-time, 90-day extension to the Service Provider to submit an IN for the Project. Service Provider must request such an extension in writing prior to the initial 90-day deadline.

4.3 Submitting the Installation Notice

4.3.1 Electronic Submittal

Electronic submittal of IN's will be performed through Oncor Electric Delivery's interactive online submittal forms. This submittal will be a continuation of the FA that is submitted online. Any changes to the information supplied in the FA should be corrected online. This will not affect the FA in any way.

4.3.2 Hard Copy Submittal

Oncor Electric Delivery must receive hard copies within five (5) business days after receipt of the electronic submittal. Hard copies should include all application materials *excluding* lengthy support documents. Hard copy submittals should be mailed to the following address:

Oncor Electric Delivery – 2008 C&I SOP
1601 Bryan St, Suite 21-100-C
Dallas, TX 75201-3411
Attn: John Hanel



Savings Report (SR)

5.1 Overview

The Service Provider must submit one SR for each Project being implemented in the Program. The SR includes one short form to be filled out by the Service Provider and all supporting measurement data and associated analysis. After the SR is reviewed and approved, Oncor Electric Delivery will make the performance payment; see *Incentive Budgets and Pricing* in Section I (Subsection 1.4) of this Program Manual for details on the performance payment.

SR Review typically takes up to 30 days.

5.2 Sections of the Savings Report

The SR is composed of the following sections:

- Project/Sponsor Information
- Verified Project Savings
- Supporting Data and Calculations
- Service Provider Signature

The information required in each section is described further below.

5.2.1 Project/Sponsor Information

This section requests basic information about the Project and the Service Provider. This information will be submitted online and in hard copy.

5.2.2 Verified Project Savings

This section requires the verified demand and energy savings for each measure in the Project resulting from execution of the approved final M&V plan. This information will be submitted online and in hard copy.

5.2.3 Supporting Data and Calculations

Supporting data or calculations used to complete the approved M&V plan must be submitted. The Service Provider should provide electronically all raw, unfiltered meter data, supporting calculations such as filtered data, spreadsheet calculations, regression analysis or any computer simulations used to formulate savings. Verified savings calculations should be consistent with the approved M&V approach. A copy of special

software must accompany submitted material or files should be in Microsoft Excel format.

5.2.4 Service Provider Signature

The SR must be signed by the Service Provider to certify that the verified demand and energy savings submitted are accurate to the best of its knowledge.

5.3 Submitting the Savings Report

5.3.1 Electronic Submittal

Electronic submittal of SRs will be performed through Oncor Electric Delivery's interactive online submittal forms.

This submittal will be a continuation of the IN that is submitted online. Any changes to the information supplied in the IN should be corrected online. This will not affect the IN in any way. Supplemental electronic information should be submitted to:

jhanel1@oncor.com

5.3.2 Hard Copy Submittal

Oncor Electric Delivery must receive hard copies within five (5) business days after receipt of the electronic submittal. Hard copies should include all application materials, *excluding* lengthy support documents. Hard copy submittals should be mailed to the following address:

Oncor Electric Delivery – 2008 C&I SOP
1601 Bryan St, Suite 21-100-C
Dallas, TX 75201-3411
Attn: John Hanel

APPENDIX A CUSTOMER AND SERVICE PROVIDER AGREEMENT

APPENDIX B STANDARD OFFER PROGRAM AGREEMENT

**ONCOR ELECTRIC DELIVERY 2008 COMMERCIAL & INDUSTRIAL STANDARD
OFFER PROGRAM**

CUSTOMER AND SERVICE PROVIDER AGREEMENT

I. General Information

Customer Name _____
Service Provider Name _____
Project Name _____
Site Address _____
(attach sheet for multiple addresses)
City & Zip Code _____

II. Customer and Service Provider Acknowledgements

_____ (“Service Provider”) intends to install energy efficiency measures at facilities owned and/or operated by _____ (“Customer”) at the address(es) (“Project Site(s)”) listed above (the “Project”). The Service Provider is implementing the Project as part of an energy efficiency Standard Offer Program (the “C&I Standard Offer Program”) offered by Oncor Electric Delivery Company (“Oncor Electric Delivery”). In consideration of participation in the C&I Standard Offer Program, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Service Provider and Customer agree as shown below.

III. Customer and Service Provider Agreements

Customer agrees to provide Oncor Electric Delivery, upon three (3) days’ prior oral notice by Service Provider, full and complete access to the Project Site for any purpose related to the C&I Standard Offer Program. Customer agrees that said access shall be provided during the Customer’s normal business hours and in compliance with the Customer’s reasonable access requirements.

Customer acknowledges that any view, inspection, or acceptance by Oncor Electric Delivery of the Project Site or of the design, construction, installation, operation or maintenance of the measures is solely for the information of Oncor Electric Delivery and that, in performing any such inspection or review or in accepting the measures, Oncor Electric Delivery makes no representations or warranty whatsoever as to the economic or technical feasibility, capability, safety or reliability of the measures, their installation by the Service Provider or their compatibility with the Customer’s facilities.

Customer acknowledges that the Service Provider is an independent contractor with respect to Oncor Electric Delivery and the C&I Standard Offer Program, and that the Service Provider is not authorized to make representations or incur obligations on behalf of Oncor Electric Delivery.

Appendix A: Customer and Service Provider Agreement

Customer acknowledges that Oncor Electric Delivery is not a party to this Customer and Service Provider Agreement and that the Service Provider is solely responsible for performance thereunder.

Customer acknowledges that Oncor Electric Delivery makes no warranty or representation regarding the qualifications of the Service Provider and that the Customer is solely responsible for the selection of the Service Provider.

Customer acknowledges that the Customer may file a complaint with the Public Utility Commission of Texas concerning the Service Provider, but that Oncor Electric Delivery will play no role in resolving any disputes that arise between the Customer and the Service Provider.

Customer agrees to release Oncor Electric Delivery from any and all claims, demands, losses, expenses, attorneys' fees, judgments, damages, costs and legal liability (collectively referred to herein as "Claims") related to: 1) injury or death of persons, 2) damage to property or natural resources, 3) violation of any local, state, or federal law or regulation including, but not limited to, environmental and health and safety laws or regulations, 4) strict liability imposed by any law or regulation, 5) equipment malfunctions, or 6) energy savings shortfalls arising out of, related to, or in any way connected with the Project, regardless of any strict liability or negligence of Oncor Electric Delivery, whether active or passive, excepting only such Claims as may be caused by the gross negligence or willful misconduct of Oncor Electric Delivery and that result from Oncor Electric Delivery's acceptance of the Project for participation in the C&I Standard Offer Program.

IV. Estimated Capital Project Costs

Service Provider and Customer agree that the total capital cost for the Project will not exceed the following amount:

\$ _____.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Service Provider	Customer
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Company: _____	Company: _____
Date: _____	Date: _____
_____	Phone: _____

Appendix B: Standard Offer Program Agreement

STANDARD OFFER PROGRAM AGREEMENT

This Commercial and Industrial Standard Offer Program contract (the "Standard Contract") is made and entered into by and between Oncor Electric Delivery Company ("Oncor"), a Texas corporation (and [REDACTED] (hereinafter "Service Provider"). Service Provider and Oncor are sometimes referred to in this Standard Contract individually as a "Party" and collectively as the "Parties."

WHEREAS, Oncor has developed a demand-side Commercial and Industrial Standard Offer Program (the "Program") for its commercial and industrial customer classes; and

WHEREAS, the Program seeks to procure energy and peak demand savings through the installation and operation of energy efficiency measures at commercial and industrial customer sites; and

WHEREAS, Service Provider has developed a plan for participation in the Program through a set of proposed energy efficiency measures that will produce consistent and predictable energy and peak demand savings over a ten-year period.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I - STANDARD OFFER PROGRAM

1.1 A part of this Standard Contract is the Commercial and Industrial Standard Offer Program Manual (the "Manual"). In order to participate, Service Provider must have electronically submitted a project in which it desires to participate. All capitalized terms not defined herein shall have the meaning as defined in the Manual.

1.2 The Manual is subject to change from time to time, at the sole discretion of Oncor, and Service Provider shall only be allowed to participate during the period of time in which the Manual is in effect. The Manual shall be part of this Standard Contract and incorporated herein as if fully set forth in this Standard Contract.

ARTICLE II - TERM AND TERMINATION

2.1 The term of this Standard Contract shall commence on the date of execution by Oncor (the "Effective Date") and, unless otherwise terminated as set forth herein, shall continue in force and effect until payment by Oncor of all Incentive Payments due to Service Provider as set forth in the Manual; provided however, that the provisions in this Standard Contract related to confidentiality, warranties, indemnity, audits and records, and intellectual property will survive termination.

2.2 Oncor may terminate this Standard Contract, in whole or in part, at any time, at its sole discretion, by providing written notice of termination to Service Provider. The notice of termination will specify the effective date of any termination, and that the Standard Contract is terminated in its entirety.

2.3 In the event a Project is terminated, Oncor's only liability will be to pay Service Provider the unpaid balance due Service Provider for any Projects already commenced.

ARTICLE III – INDEMNIFICATION

3.1 Service Provider agrees to and will defend, protect, indemnify, and hold harmless Oncor Electric Delivery, its officers, directors, agents, and employees, and each of Oncor Electric Delivery's affiliates and each of their respective officers, directors, agents, and employees (collectively referred to as "Oncor Electric Delivery Group") from and against any and all claims, losses, expenses, attorneys' fees, damages, demands, judgments, causes of action, suits, and liability in tort, contract, or any other basis and of every kind and character whatsoever (hereinafter referred to as "Claims") arising out of or incident to or related in any way to, directly or indirectly, this Standard Contract, the Contract Documents, and/or every Project; provided, however, Service Provider shall not be required to indemnify any member of Oncor Electric Delivery Group for any liability of any member of Oncor Electric Delivery Group, as to such Claims, for or with respect to any percentage of fault or responsibility found by the finder of fact to be attributable to any member of Oncor Electric Delivery Group. To the extent necessary to permit Oncor Electric Delivery to enforce any term, clause, or condition of this Standard Contract, Service Provider agrees that with respect to any Claims brought against Oncor Electric Delivery Group, Service Provider will and does hereby waive as to

Appendix B: Standard Offer Program Agreement

Oncor Electric Delivery Group any defense it may have by virtue of the workers' compensation laws of any state, to the extent allowed by law.

ARTICLE IV - DEFAULT AND REMEDIES

4.1 Each of the following events will be deemed to be an Event of Default hereunder: (a) failure of Service Provider to provide Oncor Electric Delivery and/or its contractors with sufficient access to the Project Sites for the purposes of conducting inspections or measurement and/or verification activities, (b) failure of Service Provider to maintain any necessary permits, licenses or insurance required pursuant to the Contract Documents; (c) Service Provider's assignment or subcontracting of all or part of the duties required under the Contract Documents without the prior written consent of Oncor Electric Delivery; (d) Service Provider's submission to Oncor Electric Delivery of any false misleading or inaccurate information or documentation with respect to application for or implementation of the Project or Service Provider's performance hereunder; (e) Modifications to any electronic or hard copy forms or documentation of Oncor Electric Delivery or PUCT forms with out the written consent of Oncor Electric Delivery; (f) Failure to correct failure of more than 5% of all Measures inspected; or (g) failure of either Party in a material fashion to perform or observe any of the material terms, conditions or provisions of the Contract Documents which failure materially adversely affects the other Party

4.2 If an Event of Default occurs, the non-defaulting party shall be entitled to exercise any and all remedies provided for by law or in equity, including the right to terminate this Standard Contract upon written notice to the other party. Termination shall be effective upon the receipt of properly served notice. Termination of this Standard Contract will not relieve the defaulting party of any obligations accruing prior to the event of termination.

ARTICLE V - NOTICES

5.1 All notices from one Party to the other will be deemed to have been delivered on the date actually delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or sent or delivered by such other method as will ensure evidence of its receipt to the following addresses:

ONCOR ELECTRIC DELIVERY:

Oncor Electric Delivery Company
1601 Bryan St., Suite 21-100-C
Dallas, Texas 75201
Phone: 1-800-273-8741, ext. 1
Attn: John Hanel

SERVICE PROVIDER:

____ Service Provider Name_____
____(address)_____
____(City/State/Zip)_____
____Phone:_____
____Attn:_____

5.2 Either Party may change its address by written notice to the other in accordance with this Article XIII. However, it is the sole responsibility of the Service Provider to maintain the correct mailing address, email address and telephone number on the On-line Service Provider information page on the Oncor Electric Delivery's program website.

ARTICLE VI – MISCELLANEOUS

6.1 This Standard Contract, along with the other Contract Documents, embodies the entire agreement of the Parties superseding all other agreements of the parties concerning this Work.

6.2 This Standard Contract may not be assigned or transferred, through operation of law or otherwise, nor any of the Work subcontracted by Service Provider without the prior written approval of Oncor Electric Delivery. Any purported assignment or transfer without the prior written consent of Oncor Electric Delivery shall be null and void.

6.3 This Standard Contract will be governed by, construed and enforced in accordance with the laws of the State of Texas. The Parties agree that the proper venue and jurisdiction for any cause of action relating to the Contract Documents will be Dallas County, Texas, unless such cause of action is within the jurisdiction of the PUCT, in which case proper venue and jurisdiction will be at the PUCT.

Appendix B: Standard Offer Program Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Standard Contract to be executed by their duly authorized representatives.

ONCOR ELECTRIC DELIVERY COMPANY

SERVICE PROVIDER

By: _____

By: _____

Name: Price Robertson

Name: _____

Title: Manager – Energy Efficiency

Title: _____

Date: _____

Date: _____

**ATTACHMENT A
INITIAL PROJECT APPLICATION**

Each New Project

IA.1 Service Provider Information	(On-line Application Generated)
IA.2 Customer Information	(On-line Application Generated)
IA.3 Service Provider Information	(On-line Application Generated with additional documents as required)
Basic Project Description	(Word Document)
Proposed Energy Efficiency Measures	(On-line Application Generated)
Estimated Demand and Energy Savings and Incentive Payment Savings Calculations	(On-line Application Generated)
Any supporting documentation	(Any word or excel, etc., document justifying requested incentives)
Initial Application Agreement	(hard copy only, from On-line Application, signatures required)
5% Deposit Check Payable to Oncor Electric Delivery	

ATTACHMENT B FINAL PROJECT APPLICATION

Project Profile

Please submit the following forms for each project:

- FA.1 - Project Summary (On-line Application(OIA) Generated)
 - Service Provider profile (On-line Application Generated)
 - Proposed energy efficiency measures with estimated installation start dates (Sponsor Entered)
 - Additional project information including scope of work and project timeline (Sponsor Entered)
- FA.2 - Project Savings Estimates (On-line Application Generated)
 - Proposed energy efficiency measures with measure savings and incentive estimates
 - Estimated savings calculations with supporting data (Customer generated kW and kWh calculations.)
- FA.3 - Proposed Measurement and Verification (M&V) Plan
 - Service Provider and Customer Affidavit (hard copy only)

Site-Specific Information

Please submit the following forms for EACH Customer site involved in the project:

- FA.4 - Customer Site Profiles
 - Customer site information (On-line Application Generated)
 - Site Schematics (hard copy only, if applicable)

Equipment Survey

Please submit the appropriate forms for ALL existing and proposed equipment involved the project:

- E1-5 - Equipment Inventory Forms (use Oncor Electric Delivery standard equipment survey forms if applicable)
 - Baseline equipment and operation characterization
 - Proposed retrofit equipment and operation characterization
- Documentation for all measures under "other" not included in the above Equipment Inventory Forms

Appendix B: Standard Offer Program Agreement

ATTACHMENT C INSURANCE REQUIREMENTS

NOTE: Oncor Electric Delivery Company (Oncor Electric Delivery) shall be named ADDITIONAL INSURED on all policies (except Worker's Compensation). Each policy shall include a Waiver of Subrogation naming Oncor Electric Delivery, and shall provide for thirty (30) days prior written notice of cancellation to Oncor Electric Delivery or, in the case of non-payment of premium, ten (10) days written notice of cancellation to Oncor Electric Delivery. **This is not required for self sponsors.**

TYPE/COVERAGE

LIMITS OF LIABILITY

WORKERS' COMPENSATION
EMPLOYER'S LIABILITY)

)
)
)

Statutory
\$100,000. Each Accident
\$500,000. Disease Policy Limit
\$100,000. Disease Employee Limit

COMMERCIAL GENERAL LIABILITY
OCCURRENCE FORM with the following
Coverage's included (not excluded):

- Premises Operations
- Explosion, Collapse and
Underground damage
- Products/Completed Operations
- Contractual Insurance (applicable to
indemnity clause contained in contract(s))
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Bodily Injury & Property Damage Combined:

Each Occurrence: \$1,000,000
General Aggregate: \$1,000,000
Products Comp/Ops. Aggregate: \$1,000,000

AUTOMOBILE LIABILITY, with coverage of Bodily Injury and Property Damage (BI and PD) Combined: \$1,000,000
(Applicable to all owned, hired and non-owned vehicles)

EXCESS UMBRELLA LIABILITY, BI and PD Combined: \$1,000,000
OCCURRENCE FORM: Each Occurrence and Aggregate

INFORMATION FOR THE SERVICE PROVIDER:

- ** Insurance provided by the Service Provider must be maintained in effect during the entire term of this Agreement.
- ** A copy of this sheet and a copy of this Agreement should be furnished to the Service Provider's Insurance Agent.
- ** Only Oncor Electric Delivery Risk Management is authorized to amend or waive insurance requirements.

INFORMATION FOR INSURANCE AGENTS:

- ** Required insurance should be certified using the ACCORD CERTIFICATE OF INSURANCE, or a form similar thereto.
- ** The Service Provider's insurance agent is responsible to list on CERTIFICATE OF INSURANCE all endorsements, which eliminate any required coverages.
- ** The Service Provider's insurance agent is responsible to state on the CERTIFICATE OF INSURANCE that Oncor Electric Delivery is named ADDITIONAL INSURED on all policies of insurance (except Worker's Compensation) and that all policies of insurance include Waiver of Subrogation in favor of Oncor Electric Delivery.
- ** CERTIFICATE OF INSURANCE must be dated and signed by insurance agent or authorized representative.
- ** CERTIFICATE HOLDER must be shown as Oncor Electric Delivery, 1601 Bryan Street, Suite 21-100-C Dallas, Texas 75201, Attn: John Hanel.
- ** The original CERTIFICATE OF INSURANCE must be forwarded to the CERTIFICATE HOLDER.

**ATTACHMENT D
AFFIDAVIT OF AFFILIATE STATUS**

AFFIDAVIT OF _____
[SERVICE PROVIDER]

STATE OF _____

COUNTY OF _____

Before me, the undersigned Notary Public, on this day personally appeared _____, the undersigned affiant, who is known to me, and first being duly sworn, upon his oath said:

1. "My name is _____. I am above the age of eighteen years, of sound mind, capable of making this Affidavit, have never been convicted of a felony or other crime of moral turpitude, and fully competent to testify as to the matters stated herein.

2. I am fully authorized to make this Affidavit on behalf of _____ [Service Provider] and have personal knowledge of the facts stated herein and they are true and correct.

3. I am _____ [title] of _____ [Service Provider], an energy efficiency service provider that has applied to participate in the Oncor Electric Delivery 2008 Commercial & Industrial Standard Offer Program.

4. _____ [Service Provider] together with any and all of its Affiliates have not nor will not contract with Oncor Electric Delivery to request nor receive more than an aggregate total of 20% of the program budget for the Oncor Electric Delivery 2008 Commercial & Industrial Standard Offer Program.

5. For the purposes of this Affidavit, "Affiliate" includes:
- (A) a person who directly or indirectly owns or holds at least 5.0% of the voting securities of an energy efficiency service provider;
 - (B) a person in a chain of successive ownership of at least 5.0% of the voting securities of an energy efficiency service provider;
 - (C) a corporation that has at least 5.0% of its voting securities owned or controlled, directly or indirectly, by an energy efficiency service provider;
 - (D) a corporation that has at least 5.0% of its voting securities owned or controlled, directly or indirectly, by:

Appendix B: Standard Offer Program Agreement

- (i) a person who directly or indirectly owns or controls at least 5.0% of the voting securities of an energy efficiency service provider; or
- (ii) a person in a chain of successive ownership of at least 5.0% of the voting securities of an energy efficiency service provider;
- (E) a person who is an officer or director of an energy efficiency service provider or of a corporation in a chain of successive ownership of at least 5.0% of the voting securities of an energy efficiency service provider;
- (F) a person who actually exercises substantial influence or control over the policies and actions of an energy efficiency service provider;
- (G) a person over which the energy efficiency service provider exercises the control described in (F);
- (H) a person who exercises common control over an energy efficiency service provider, where “exercising common control over an energy efficiency service provider” means having the power, either directly or indirectly, to direct or cause the direction of the management or policies of an energy efficiency service provider, without regard to whether that power is established through ownership or voting of securities or any other direct or indirect means; or
- (I) a person who, together with one or more persons with whom the person is related by ownership or blood relationship, or by action in concert, actually exercises substantial influence over the policies and actions of an energy efficiency service company even though neither person may qualify as an affiliate individually.

For the purposes of this Affidavit all references to “energy efficiency service provider” shall mean [Service Provider].

Further, Affiant saith not.”

Signature

Printed Name

SUBSCRIBED AND SWORN TO BEFORE ME on the ____ day of _____, _____, to certify which witness my hand and official seal.

Notary Public in and for the
State of _____

Printed Name of Notary

My commission expires: _____