

WASHINGTON HVAC CHECK-UP VENDOR PARTICIPATION AGREEMENT

Overview

Pacific Power offers Wattsmart® Business HVAC Check-ups to Pacific Power business customers to promote the installation of high-efficiency equipment in commercial facilities in Washington. Approved Wattsmart Business Vendors will work with eligible customers to help identify efficiency upgrade opportunities available to the customer through rooftop unit HVAC Check-ups. Incentives can be paid directly to Approved Vendors via assignment by the customer to help reduce customers' up-front cost of eligible high-efficiency equipment.

Detailed information about Wattsmart Business HVAC Check-ups, eligibility requirements, and the roles and responsibilities of Approved Vendors supporting this offer are provided in the Wattsmart Business HVAC Check-up Vendor Handbook and the Wattsmart Business Vendor Network Requirements. Additional information about this and other energy efficiency incentive offers available to Pacific Power's business customers is available at BeWattsmart.com.

This Wattsmart HVAC Check-up Vendor Participation Agreement outlines the terms and conditions for Vendors to participate as an Approved Vendor for the Wattsmart Business HVAC Check-up offer. Please complete the form in its entirety, sign, and return to wattsmartbusiness@evergreen.energy.

Vendor Participation Agreement

Pacific Power ("Utility") makes available the Wattsmart Business HVAC Check-up Incentive ("HVAC Incentive") for eligible customers to receive incentives on qualifying equipment and/or services to encourage the sale and installation of energy efficient equipment in commercial facilities receiving electric service from Utility on qualifying rate schedules in Washington. This Wattsmart Business HVAC Check-up Vendor Participation Agreement ("Agreement") sets forth the terms and conditions for Approved Vendors to participate in the HVAC Incentive and by signing below, [] located at [] agrees to comply with and be bound by these terms. This Agreement is effective on [] ("Effective Date").

- 1. Program Administrator:** Utility has contracted and authorized Evergreen Consulting Group I, LLC dba Evergreen Energy Partners ("Program Administrator") to administer the HVAC Incentive including such activities, but not limited to; review, processing, and approval of incentives and Approved Vendor applications and agreements; qualifying and training of Approved Vendors, post purchase spot check inspections of customer facilities and project information requests from customer; measurement and verification activities; and issuing incentive checks.
- 2. Vendor Application:** To qualify for participation in the HVAC Incentive as an Approved Vendor, vendors must submit a completed application and this signed Agreement and provide all requested documentation (collectively referred to as "Vendor Application"). Vendors approved to participate in the HVAC Incentive must also be Utility Wattsmart Business Vendors in good standing with the Wattsmart Business Vendor Network, in compliance with Wattsmart Business Vendor Network Requirements including, but not limited, to the licensing and insurance requirements; and have a physical location in the state of Washington serving Pacific Power customers. Utility may publicize Approved Vendor's business contact information on the Utility website at WattsmartIncentives.com/findavendor. The Approved Vendor authorizes such use of Approved Vendor's information. Participation in the HVAC Incentive does not guarantee an Approved Vendor will receive any customer inquiries or referrals or imply any guaranteed minimum level of work or funding from Utility.
- 3. Wattsmart Business Vendor Network Requirements:** This Agreement incorporates by reference the Pacific Power Wattsmart Business Vendor Network Requirements ("Network Requirements") located at WattsmartIncentives.com/vendors and available from Program Administrator upon request. The Network Requirements set forth additional terms governing Approved Vendor's participation in the HVAC Incentive including, but not limited to, limiting the liability of Utility and Program Administrator; a waiver of jury trial, and the process for program changes. References to common definitions in the Network Requirements and this Agreement shall be deemed to be as defined in this Agreement. Other defined terms shall apply as follows: References to "Network" and "Program" shall mean the HVAC Incentive; Wattsmart Business Vendor shall mean Approved Vendor; and Vendor Handbook shall mean the Wattsmart Business HVAC Check-up Vendor Handbook. If there is a conflict between the terms of the Network Requirements and this Agreement, this Agreement takes precedence in relation to the HVAC Incentive.
- 4. Wattsmart Business HVAC Check-up Vendor Handbook:** This Agreement incorporates by reference the Wattsmart Business HVAC Check-up Vendor Handbook ("Vendor Handbook"). Approved Vendor acknowledges and agrees that it has read, understands, and agrees to comply with the Vendor Handbook which provides additional responsibilities of the Vendor including, but not limited to, the eligible rate schedules, customer participation process, verifying customer and equipment eligibility, program expectations, submission requirements and inspection policies. Approved Vendor shall maintain a working knowledge of current Utility Wattsmart energy efficiency offerings, including customer and equipment eligibility, customer screening, customer analysis needs, and implementation requirements. Approved Vendor shall promote additional incentive options the customer may qualify for to customers as opportunities are identified (e.g. additional typical listed measures).
- 5. HVAC Incentive Services:** As an Approved Vendor for the HVAC Incentive, Approved Vendor shall provide the following rooftop unit "HVAC Incentive Services":
 - a.** Distribution of marketing materials and assistance in completing HVAC Incentive related documents including the customer's Wattsmart Business General Application ("Customer Application") and other applicable documentation related to the HVAC Incentive and provided by Utility or Program Administrator or available on Utility's website at BeWattsmart.com (collectively "Incentive Materials");
 - b.** Respond to all customer inquiries from Utility and its customers and to customer leads provided in writing (email is sufficient) by the Program Administrator within two (2) business days to schedule a walk-through assessment of the customer's HVAC system;

Vendor Participation Agreement Continued

- c. Verify customer eligibility prior to installing the proposed project by 1) contacting Program Administrator staff at 509-210-5011; or 2) by reviewing the customer rate schedule listed on the customer's most recent Utility bill. This offer is available to facilities receiving electric service from Pacific Power in Washington on one of the following retail general service schedules: 24, 29, 33, 36, 40, 47T, 48T. Complete an accurate pre-installation assessment of customer HVAC system and identify and review with customer potential energy efficiency improvements that would result in energy and cost savings while maintaining or improving HVAC system quality and to determine the eligibility for Wattsmart Business incentives from Utility. A pre-installation assessment is mandatory for customers to qualify for the incentives offered through the HVAC Incentive. Incentives are eligible to be paid for qualifying measures. At no time will a qualifying measure receive an energy efficiency incentive under more than one offer;
 - d. Apply 100% of the incentive amounts for eligible measures as provided in the Wattsmart Business HVAC Check-up Tool to the customer. The incentive shall be paid either by: Applying the eligible incentive to the customer invoice (instant discount) or the incentive will be sent to the customer after the project is completed. Review the Customer Application with participant and obtain participant's consent to begin the installation. Participants may be the customer, building owner, or tenant/ electricity user;
 - e. Complete and submit to wattsmartbusiness@evergreen.energy or online at WattsmartIncentives.com/apply a copy of the Customer Application signed by the customer, customer's W-9, Wattsmart Business HVAC Check-up Tool and invoice(s) for installed measures compliant with HVAC Incentive requirements within 30 business days of project installation completion and within the Period of Performance (defined below) for all qualifying projects. Invoices must include: 1) date of equipment installation; 2) detailed identification of the quantity and type of equipment installed; 3) all costs, with labor and materials itemized, before incentive discounts; 4) estimated incentive amounts to be paid by Utility to Approved Vendor; and 5) final customer cost to be paid by customer to the Approved Vendor. Invoices must reflect actual costs incurred by the customer;
 - f. Collect payment balance for completed projects from the customer after eligible incentives are discounted from the project cost. Utility and Program Administrator have no obligation to compensate Approved Vendor for non-payment by the customer.
- 6. HVAC Incentive Benefits:** Utility shall provide Approved Vendors the following for participating in the Incentive:
- a. Incentive related materials to be used when promoting the Incentive;
 - b. Special assessment tool(s) to be utilized by Approved Vendor to calculate energy savings and incentive amounts, and other pertinent project information;
 - c. Training related to sales, marketing, and this Incentive; and
 - d. Incentive payments which have been assigned to Approved Vendor by a customer will be issued within 45 - 60 days of submission of a completed and approved Customer Application. Utility shall issue incentive payments upon the final delivery and satisfactory completion and approval of a Customer Application, Tool(s), and all Incentive requirements by both the customer and the Approved Vendor, as determined in Utility's sole opinion. Incentives will be assigned by the customer to the vendor.
- 7. Training:** Approved Vendor shall attend an initial HVAC Incentive training session prior to final approval from Program Administrator to perform as an Approved Vendor. Approved Vendors may be required to attend additional training and educational events and Approved Vendor shall participate in such trainings, as required. These activities will be held at no charge. Utility shall not reimburse Approved Vendors for travel or time spent attending HVAC Incentive related training sessions.
- 8. Other Requirements:**
- a. Approved Vendor shall cooperate with Program Administrator's quality assurance and third party evaluators reviewing the HVAC Incentive.
 - b. Approved Vendor shall assume full responsibility for the correct disposal of any and all hazardous waste material in compliance with the laws and regulations of the state of Washington and the prevailing local jurisdiction. HVAC equipment removed from customer facilities as a result of a project receiving any Wattsmart Business HVAC Incentives will not be placed in inventory, re-used, or re-sold.
- 9. Installation Services:** Approved Vendors providing installation and/or implementation services to Utility customers for equipment and products for which incentives are offered shall contract directly with customers for any such services and shall comply in all of its operations (and cause all subcontractors to comply) with all applicable laws, rules and regulations and all orders and directions of governmental authorities having jurisdiction. Approved Vendor acknowledges that any decision by Approved Vendor to provide installation and implementation services to a customer is solely at Approved Vendor's discretion and is independent from the Incentive Services. Approved Vendor shall arrange for all warranties and guarantees of equipment, subcontractors and suppliers (including manufacturers') are vested in the customer. Approved Vendor shall install energy efficient equipment and products in accordance with applicable statutes, regulations, ordinances, codes, and accepted industry standards. Approved Vendor shall be solely responsible for the obligations agreed to as a result of any customer contracts concerning installation or implementation services provided to a customer arising out of the Incentive.
- 10. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The parties agree that the proper venue and jurisdiction for any cause of action relating to this Agreement will be the county where the HVAC Incentive is taking place.
- 11. Entire Agreement:** The terms and conditions set forth herein, including all attachments and incorporated references, constitute the entire understanding between the parties with respect to the subject matter of this Agreement and supersede all other agreements, communications, or understandings, whether written or oral. Please note that the HVAC Incentive and this Agreement is subject to regulatory approval of modifications to the tariff Schedule 140 by the Washington Utilities and Transportation Commission (UTC). The HVAC Incentive and this Agreement shall automatically terminate if the underlying tariff Schedule 140 or any respective approvals of the HVAC Incentive are no longer in effect.
- 12. Term:** This Agreement is effective on the Effective Date and shall remain in effect unless terminated earlier in compliance with the Network Requirements. Program Administrator will review Approved Vendor's status in the HVAC Incentive on a periodic basis for compliance with this Agreement, the Network Requirements and Vendor Handbook. Failure to comply with Participation Requirements as specified in the Network Requirements may be grounds for termination.
- 13. Period of Performance:** The HVAC Incentive is effective as of January 1, 2022. This Agreement is effective upon signature of the Trade Ally and approval of the application from Pacific Power, and is effective until the HVAC Check-Up incentive offer is suspended or the Trade Ally is found to no longer be in good standing and this agreement is terminated.

Acceptance of Terms

By signing below, certifies certify that:

1. As the Vendor Representative, I have the authority to bind the Vendor to the terms of this Agreement;
2. I have read, understand, and agree to be bound by and comply with all terms and conditions of this Agreement the Wattsmart Business Vendor Network Requirements and the Wattsmart Business HVAC Check-up Vendor Handbook;
3. All information provided to Utility and Program Administrator by Vendor is accurate and complete and I will notify Program Administrator immediately of any changes.

Vendor Business Name:

Vendor Representative Signature:

Date:

Printed Name:

Title: