Exhibit A
Scope of Work

TECHNICAL TASK LIST

Task #	CPR	Task Name
1	N/A	Administration
2		Program Delivery
2.1	X	Program Management
2.2		Implementation Plan
2.3		Implement Incentive Processing Structure
2.4		Finalize and Package Training Curricula
2.5		Build PR and Market Outreach Components
2.6		Workforce Development
2.7		Participant Recruitment
2.8		Targeted Measure Surveys & Direct Retrofit Installations
2.9		Installation Contractor Retrofits
2.10		Retrofit Quality Assurance and Customer Care
2.11		Verification of Energy Savings
2.12		Incentive Funding Mechanism
2.13		Program Exit Management and Final Report

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Allison Bially, PECI	California Conservation Corp Kevin Wong , Gilbert Associates	
2	Allison Bially, PECI		
2.1	Allison Bially, PECI	California Conservation Corp Kevin Wong ,Gilbert Associates	Aztec Energy Solutions Kern Community College Salesforce.com Foundation
2.2	Allison Bially, PECI		
2.3	Allison Bially, PECI		
2.4	Allison Bially, PECI Greg Murphy, PECI	California Conservation Corp	Aztec Energy Solutions Kern Community College
2.5	Allison Bially, PECI		
2.6	Allison Bially, PECI Greg Murphy, PECI	California Conservation Corp	Aztec Energy Solutions Kern Community College
2.7	Allison Bially, PECI Greg Murphy, PECI	California Conservation Corp	
2.8	Allison Bially, PECI Greg Murphy, PECI	California Conservation Corp	
2.9	Allison Bially, PECI Greg Murphy, PECI	California Conservation Corp	

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
2.10	Allison Bially, PECI Greg Murphy, PECI		
2.11	Allison Bially, PECI Greg Murphy, PECI	California Conservation Corp	
2.12	Allison Bially, PECI		
2.13	Allison Bially, PECI		

GLOSSARY

Specific terms and acronyms used throughout this work statement are defined as follows:

Acronym/Term	Definition
Agreement	Contract No. 400-09-014 between CEC and PECI
ARRA SEP	American Recovery and Reinvestment Act of 2009 State Energy Program
Auditor	A CCC employee who assesses the status of a business both before and after retrofit installation (see Surveyor)
CAAT	California ARRA and Accountability Tool
CCC	California Conservation Corps
CCM	California Energy Commission Contract Manager
CFDA	Catalog of Federal Domestic Assistance
CEC	California Energy Commission; also referred to as Energy Commission and Commission
CFL	Compact Fluorescent Light
Contractor	Portland Energy Conservation, Inc. or “PECI”
CFR	Code of Federal Regulations
CPA	Certified Public Accountant
CPR	Critical Project Review
D&B	Dun and Bradstreet
Data Closure	Removing all portal access to data based on its status as having been completely fulfilled (for example, fully rebated) so that only the Program can view the information for reporting purposes.
DBA	Davis-Bacon Act
DE-FOA	Department of Energy Funding Opportunity Announcement
Deliverable	Material or information provided by the Program to the CEC as proof of work.
Direct Install	The installation of an energy efficiency upgrade at no cost to the Owner and with no invoice.
Distributor	A company that provides, but may not produce, products to Installation Contractors.
DVBE	Disabled Veteran Business Enterprise
EM&V	Evaluation, Measurement, and Verification
EMS	Energy Management System
Energy Efficiency Upgrade	A project that installs new energy efficiency equipment, either where the technology did not previously exist or where the replaced technology was not energy efficient.
Energy Upgrade	The Energy Commission’s Statewide ARRA Branding Effort.

Acronym/Term	**Definition**
California	
EnergySmart Grocer	A program run by PECI that is active in some utility regions in California
Handheld Audit Tool	PECI’s application to be used by the CCC Surveyors on the iPhone to capture site specific information.
Implementation Plan	Document that outlines process, procedures, and methods used to fulfill the Program.
Incentive	A financial offering that helps to offset the cost of qualifying energy efficiency upgrades.
Incentive Level	The dollar values of the Per Unit Rebate and of the Project Discount Coupon.
Incentive Payment	The distribution of Incentive funds to qualifying Participants or their Installation Contractors. The combination of all Incentive Payments will not exceed 100% of Project cost.
Installation Contractor	A contractor that installs equipment retrofits for Participants.
Instructor	Someone who leads a class. The instructor may be a Training Partner, Program staff, or other person.
IOU	Investor Owned Utility
LED	Light Emitting Diode
Leverage Funds	Either in-kind or direct cash contributions to the delivery of the Program.
Manufacturer	A company that produces, but may not distribute, the product the Installation Contractor installs.
Measure	An energy efficiency upgrade that qualifies for an Incentive through the Program.
MS	Microsoft
OMB	United States Office of Management and Budget
Owner	A building owner or energy efficiency decision maker at a given business.
Participant	An Owner who purchases and has installed approved equipment and receives an Incentive through the Program for that installation.
Partner	A company working with the Program to complete Deliverables, including but not limited to those that provide Leverage Funds.
Per Unit Rebate	A financial incentive that will reduce an Installation Contractor’s invoice for a qualifying Energy Efficiency Upgrade based on the number of units of the technology installed and invoiced.
Portal	A view into the data in the Project Tracking System. Permissions to access various data is predefined based on a user’s profile (for example, an Installation Contractor sees one set of data while a Utility will see an other set of data.)
Post-Install Inspection	On-site assessment that the Measures indicated in the Installation Contractor’s invoice were installed according to Program terms and conditions, qualify for an Incentive, and that the Program agrees with the units the Installation Contractor submitted in the invoice.
POU	Publicly Owned Utility
Program	EnergySmart Jobs Program to be implemented by this Agreement.

Acronym/Term	Definition
Project	Work done by an Installation Contractor.
Project Discount Coupon	A form of Incentive for the Participant that will reduce the Installation Contractor's invoice by a pre-defined amount for qualifying Energy Efficiency Upgrades.
Project Tracking System (PTS)	Contractor's proprietary database, methods, and processes used to store, access, track, report, and rebate the Projects and training completed during the Program.
Refrigeration Controls	A set of Measures that controls energy use on Refrigeration systems.
Retrofit	An energy efficiency project that upgrades existing equipment to be more efficient. A Retrofit may be made up of a single, or multiple, Measures
RFP	Request for Proposal
SEP Progress Report	Monthly report delivered to CEC outlining work done and invoiced for, and progress made on the Program.
Services	The tasks and Deliverables to be provided under this Agreement.
Site	Place of business where a Survey or retrofit Project would take place.
Survey	On-site assessment of the current condition at a specific Site. The Survey is used to generate a list of potential Energy Efficiency Upgrade opportunities.
Surveyor	A CCC employee who assesses the status of a business both before and after Retrofit installation.
Systems	The set of processes and tools used to complete a specific task or set of tasks.
Project Terms and Conditions	The requirements for installation of an Energy Efficiency Upgrade that, when done in compliance, qualifies a project for incentives.
Third Party	A company working with a utility to provide energy efficiency programs. A Third Party may be a Partner if their funding Utility is a Partner.
Trainee	A recipient of instruction, in this Program, the trainees are typically Installation Contractors and Surveyors.
Training Partner	A company working with the Program to provide training or space for either the Installation Contractors or Surveyors or both.
UCC.1	Uniform Commercial Code (Financing Statement)
Units	A measurement of quantity for a particular Energy Efficiency Upgrade. For example, a Unit may be a linear foot of light or system horsepower.
US DOE	United States Department of Energy
VisiCooler	A device that turns small stand alone refrigeration units on and off based on store occupancy.

Problem Statement

Meeting market transformation goals requires fresh programs that deliver new levels of targeted energy efficiency and embed energy efficiency values more deeply into the State's business culture. The convergence of federal funding directed at broad energy savings and California's long term sustainability goals is an opportunity to offer statewide market penetration that will lead to a sustained paradigm shift in the commercial refrigeration market.

Commercial facilities such as large and small grocery stores can achieve the largest volume of immediate energy savings, and contribute to long term sustainability, by retrofitting with proven advanced technologies. This Program will focus on Refrigeration Controls, LED case lights, VisiCooler controllers, and other lighting Retrofits because they (a) offer the highest degree of savings in the shortest time frame in this sector, and (b) provide a strong technical foundation for market transformation in this relatively untapped sector. Surveyor training and Installation Contractor career development also create a direct path to realizing California's energy efficiency and climate change goals.

This innovative Program is designed to reinforce the missions of the California Energy Commission (CEC), the US DOE, ARRA, California's Long Term Energy Efficiency Strategic Plan, and the California Air Resources Board goals for greenhouse gas reduction by creating a new green workforce and installing best-practice energy saving technologies.

Goals and Objectives of the Agreement

The goal of this Program is to create new sustainable jobs for California workers and acquire significant, reliable, long term energy savings through Program implementation of proven Retrofits and Measures that will transform the commercial refrigeration market.

The Program will result in commercial retail refrigeration Retrofits across the state, and is based on the following activities:

- Employing disadvantaged, unemployed, and new to the job market individuals to become Program energy Surveyors;
- Conducting a statewide Program to train energy Surveyors and Installation Contractors;
- Deploying Surveyors to conduct statewide energy Surveys of commercial buildings making use of refrigeration systems throughout California;
- Providing Incentives to utility customers for completion of Retrofits;
- Providing Surveyors that will perform Direct Installation of selected Program Retrofits at qualified locations, as appropriate and as outlined in the Implementation Plan;
- Managing completion of the Retrofits using licensed and trained Installation Contractors;
- Surveying completion for fulfillment of performance and quality;
- Calculating Program results in terms of energy savings and jobs created, and estimating long term market transformation/sustainability impact of each.

TASK 1.0 ADMINISTRATION

MEETINGS

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement.

The Contractor shall:

- Attend a “kick-off” meeting with the Commission Contract Manager, the Contracts Officer, and a representative of the Accounting Office. The Contractor shall bring their Project Manager, Contracts Administrator, Accounting Officer, and others designated by the Commission Contract Manager to this meeting. The administrative and technical aspects of this Agreement will be discussed at the meeting. Prior to the kick-off meeting, the Commission Contract Manager will provide an agenda to all potential meeting participants.

  The administrative portion of the meeting shall include, but not be limited to, a discussion of the following:
    - Terms and conditions of the Agreement
    - CPRs (Task 1.2)
    - Leverage Fund documentation (Task 1.7)
    - Permit documentation (Task 1.8)
    - Training on ARRA SEP reporting requirements
    - Compliance with the Davis-Bacon Act
    - Compliance with the National Historic Preservation Act requirements
    - Waste Management Plan requirements
    - Reporting requirements
    - Coordination with the Energy Commission’s Statewide ARRA branding effort – Energy Upgrade California

  The technical portion of the meeting shall include, but not be limited to, the following:
    - The Commission Contract Manager’s expectations for accomplishing tasks described in the Scope of Work;
    - An updated Schedule of Deliverables
    - An updated Gantt Chart
    - Progress Reports (Task 1.4)
    - Technical Deliverables List (Task 1.5)
    - Final Report (Task 2.13.3)

The CCM shall designate the date and location of this meeting.

Contractor Deliverables:

- An Updated Schedule of Deliverables
- An Updated Gantt Chart
- An Updated List of Leverage Funds
- An Updated List of Permits

Commission Contract Manager Deliverables:

- Final Report Instructions

Task 1.2 CPR Meetings

The goal of this task is to determine if the Program should continue to receive Energy Commission funding to complete this Agreement and if it should, are there any modifications that need to be made to the tasks, Deliverables, schedule, budget, or specific terms and conditions in the Agreement in order to facilitate the successful implementation of the Program.

CPRs provide the opportunity for frank discussions between the Energy Commission and the Contractor. CPRs generally take place at key, predetermined points in the Agreement, as determined by the Commission Contract Manager and as shown in the Technical Task List above and in the Schedule of Deliverables. However, the Commission Contract Manager may schedule additional CPRs as necessary, and any additional costs will be borne by the Contractor.

Attendees should include the Commission Contract Manager and the Contractor, and may include the Commission Contracts Officer, other Energy Commission staff and Management as well as other individuals selected by the Commission Contract Manager to provide support to the Energy Commission.

The Commission Contract Manager shall:

- Determine the location, date, and time of each CPR meeting with the Contractor. These meetings generally take place at the Energy Commission, but they may take place at another location.
- Send the Contractor the agenda and a list of expected attendees no later than 5 days in advance of each CPR. If applicable, the agenda shall include a discussion on both leverage funding and permits.
- Conduct and make a record of each CPR meeting. One of the outcomes of this meeting will be a schedule for providing the written determination described below.
- Determine whether to continue the Program, and if continuing, whether or not to modify the tasks, schedule, Deliverables and budget for the remainder of the Agreement, including not proceeding with one or more tasks. If the Commission Contract Manager concludes that satisfactory progress is not being made, this conclusion will be referred to the Energy Commission's ARRA Committee for its concurrence.

- Provide the Contractor with a Written Determination in accordance with the schedule, which may include a requirement for the Contractor to revise one or more Deliverable(s) that were included in the CPR. The Written Determination may also include the Energy Commission decision on the amount of ARRA SEP funds to encumber into the Agreement.

The Contractor shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the Program. This report shall be submitted along with any other Deliverables identified in this Scope of Work. Submit these documents to the Commission Contract Manager and any other designated reviewers at least 5 working days in advance of each CPR meeting.

- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

Contractor Deliverables:

- CPR Report(s)

Commission Contract Manager Deliverables:

- Agenda and a List of expected attendees
- Schedule for Written Determination
- Written Determination

Task 1.3 Final Meeting

The goal of this task is to identify the required activities necessary to closeout this Agreement.

The Contractor shall:

- Prepare a schedule for completing the closeout activities for this Agreement.
- Meet with the Energy Commission to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

  This meeting will be attended by, at a minimum, the Contractor, the Commission Contracts Officer, and the Commission Contract Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Contract Manager.

  The technical portion of the meeting shall present findings, conclusions, and recommended next steps (if any) for the Agreement. The Commission Contract Manager will determine the appropriate meeting participants.

  The administrative portion of the meeting shall be a discussion with the Commission Contract Manager and the Contracts Officer about the following Agreement closeout items:
    - What to do with any state-owned equipment (Options)
    - Need to file UCC.1 form re: Energy Commission's interest in patented technology
    - Energy Commission's request for specific "generated" data (not already provided in Agreement Deliverables) and discussion about confidentiality requirements
    - Need to document Contractor's disclosure of "subject inventions" developed under the Agreement, Discussion of future licensing requirements to continue utilization of Contractor Intellectual Property beyond Program
    - "Surviving" Agreement provisions, such as repayment provisions and confidential Deliverables
    - Final invoicing and release of retention

Deliverables:

- Written documentation of meeting agreements and all pertinent information
- Schedule for completing closeout activities

REPORTING

See Exhibit D, Reports/Deliverables/Records for more details.

Task 1.4 Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement.

The Contractor shall:

- The Contractor shall prepare the SEP Progress Report format for the CCM's approval
- Prepare SEP Progress Reports which summarize all Agreement activities conducted by the Contractor for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each SEP Progress Report is due to the Commission Contract Manager within 15 working days after the end of the reporting period. The report shall be provided in the approved Progress Report Format.

Deliverables:

- SEP Progress Report Format
- Monthly Progress Reports

Task 1.5 Technical Reports and Interim Deliverables

The goal of this task is to set forth the general requirements for submitting technical reports and other interim Deliverables, unless described differently in the Technical Tasks.

The Contractor shall:

- Submit a draft of each Deliverable listed in the Technical Tasks and further defined in Implementation Plan to the Commission Contract Manager for review and comment in accordance with the approved Schedule of Deliverables. The Commission Contract Manager will provide written comments back to the Contractor on the draft Deliverable within 10 working days of receipt. Once agreement has been reached on the draft, the Contractor shall submit the final Deliverable to the Commission Contract Manager. The Commission Contract Manager shall provide written approval of the final Deliverable within 5 working days of receipt. Key elements from this Deliverable shall be included in the Final Report for this Program.

Task 1.6 Final Report

See task 2.13

LEVERAGE FUNDS, PERMITS, AND ELECTRONIC FILE FORMAT

Task 1.7 Identify and Obtain Leverage Funds

The goal of this task is to ensure that the Leverage Funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document Leverage Fund commitments are not reimbursable through this Agreement. While the budget for this task will be zero dollars, the Contractor may utilize

Leverage Funds for this task. Leverage funds shall be spent concurrently or in advance of ARRA SEP funds during the term of this Agreement. Leverage funds must be identified in writing, and the associated commitments documented before the Contractor can incur any costs for which the Contractor will request reimbursement.

The Contractor shall:

- Prepare a letter documenting the Leverage Funds currently committed to this Agreement and submit it to the Commission Contract Manager at least 2 working days prior to the kick-off meeting:
    - If no Leverage Funds were part of the proposal that led to the Energy Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter.
    - If Leverage Funds were a part of the proposal that led to the Energy Commission awarding this Agreement, then provide in the letter:
        - A list of the Leverage Funds that identifies the:
            1. Amount of each cash Leverage Fund, its source, including a contact name, address, and telephone number and the task(s) to which the Leverage Funds will be applied.
            2. Amount of each in-kind Leverage Fund, a description, documented market or book value, and its source, including a contact name, address, and telephone number and the task(s) to which the Leverage Funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Contractor shall identify its owner and provide a contact name, address, and telephone number, and the address where the property is located.
    - A copy of the letter of commitment or contract from an authorized representative of each source of Leverage Fund that these funds or contributions have been secured.
- Discuss Leverage Funds and the implications to the Agreement if they are significantly reduced or not obtained as committed, at the kick-off meeting. If applicable, Leverage Funds will be included as a line item in the SEP Progress Reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Commission Contract Manager if during the course of the Agreement additional Leverage Funds are received.
- Notify the Commission Contract Manager within 10 working days if during the course of the Agreement existing Leverage Funds are reduced. Reduction in Leverage Funds may trigger an additional CPR.

Deliverables:

- A letter regarding Leverage Funds or stating that no Leverage Funds are provided
- Letter(s) for new Leverage Funds
- A copy of each Leverage Fund commitment letter or contract
- Letter that Leverage Funds were reduced (if applicable)

Task 1.8 Identify and Obtain Required Permits
The goal of this task is to ensure that all permits required for work completed under this Agreement are identified and obtained in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. While the budget for this task will be zero dollars, the Contractor shall show any Leverage Funds used for this task. Permits must be identified in writing and obtained before the Contractor can incur any costs related to the use of the permits for which the Contractor will request reimbursement.

The Contractor shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Contract Manager at least 2 working days prior to the kick-off meeting:
    - If there are no permits required at the start of this Agreement, then state such in the letter.
    - If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
        - A list of the permits that identifies the:
            1. Type of permit
            2. Name, address, and telephone number of the permitting jurisdictions or lead agencies
        - Schedule the Contractor will follow in applying for and obtaining these permits.
- The list of permits and the schedule for obtaining them will be discussed at the kick-off meeting, and a timetable for submitting the updated list, schedule and the copies of the permits will be developed. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the progress reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, then provide the appropriate information on each permit and an updated schedule to the Commission Contract Manager.
- As permits are obtained (including air quality), send a copy of each approved permit to the Commission Contract Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Contract Manager within 5 working days. Either of these events may trigger an additional CPR.

Deliverables:

- A letter documenting the permits or stating that no permits are required
- Updated list of permits as they change during the Term of the Agreement
- Updated schedule for acquiring permits as it changes during the Term of the Agreement
- A copy of each approved permit (including air quality).

Task 1.9 Electronic File Format
The goal of this task is to unify the formats of electronic data and documents provided to the Energy Commission as contract Deliverables. Another goal is to establish the computer platforms, operating systems and software that will be required to review and approve all software Deliverables.

The Contractor shall:

- Deliver documents to the Commission Contract Manager in the following formats:
  - Data sets shall be in Microsoft (MS) Access, MS Excel, or Comma Separated Value (CSV) file format.
  - PC-based text documents shall be in MS Word file format.
  - Documents intended for public distribution shall be in PDF file format, with the native file format provided as well.
  - Project management documents shall be in MS Project file format.
  - Videos shall be provided on compact disk.
  - Website deliverables shall include the web address and login information.
- Request exemptions to the electronic file format in writing at least 90 days before the Deliverable is submitted.

Deliverables:

- A letter requesting exemption from the Electronic File Format (if applicable)

TECHNICAL TASKS

Unless otherwise provided in the individual Task, the Contractor shall prepare all Deliverables in accordance with the requirements in Task 1.5.

Task 2 Program Delivery

Subtask 2.1 Project Management

The goal of this subtask is to track Program metrics and delivery and adjust the implementation activities to ensure the Program meets all goals and requirements. This subtask includes four components, each with separate goals, activities and Deliverables. These subtask components are:

- Process Management
- Partnership Management
- Program Accounting and Reporting
- Program Risk Management

A. Process Management

The goal of this subtask component is to create and implement administrative infrastructure and systems to ensure the Program is clear, documented, and auditable and that it allows for ease of processing Incentives and other activities.

The Contractor shall:

- Provide general management including: issue resolution, status tracking, adaptive management, ongoing communication with the network of Program parties, team and Partner reporting, form and website updates as necessary and marketing/outreach, invoicing and reporting.
- Provide Partner coordination (point person to work with Partners and ensure smooth relationships, positive progress, issue resolution).
- Provide on-call Program point of contact to assist Surveyors and Installation Contractors, ensure quality relationships, ensure that performance expectations are understood and achieved, manage the flow/status of Projects in the PTS Database, work with Contractor's CPA/DVBE, Gilbert Associates, to identify potential Installation Contractor accounting or reporting problems and manage issue resolution.
- Create Program policies and procedures.
- Train Program Instructors in Program curriculum and consistent methodology.
- Create and maintain Program documents such as:
    - Access Agreements.
    - Limited Confidentiality and Liability Waivers for Owners.
    - Participation "Program Discount Coupons" for Incentives.
    - How-to Guide for Trainees.
    - Incentive worksheets and forms.
    - Payment release forms.
    - Form letters for Incentive recipients.
    - Certificate of Training Completion.

Deliverables:
- Program policies and procedures manual
- Program forms, Incentive worksheets, and Access Agreements
- Certificate of Training Completion for Surveyors and Installation Contractors
- Program training manual for trainers

B. Partnership Management

The goal of this subtask component is to manage the Program Partners as they fulfill Program implementation responsibilities and coordinate among the Partners to ensure smooth transitions and progress. These Program Partners may include the following entities:
- AT&T
- Aztec Energy Partners
- California Conservation Corp
- Cuyamaca College
- El Camino Community College
- Electra LED
- GE Lumination
- Kern Community College
- LED Power
- Los Rios Community College
- Mission College
- PowerSecure
- Sacramento Municipal Utility District (SMUD)
- Salesforce.com
- Shasta College

The Contractor shall:
- Work with IOUs and POUs to extend, integrate, maximize and when appropriate, assist in developing, existing IOU, POU and Third Party program rebates to leverage with Program Incentives for targeted Measures.
- Elicit and integrate curriculum contributions from IOU, POU, CCC, Community Colleges, Manufacturers, and representative Installation Contractors into final training content.
- Work with Salesforce.com Foundation to ensure Project Tracking System licenses and the Handheld Audit Tools are available to appropriate parties.
- Track performance, accomplishments, milestones and Deliverables produced by Program Partners and subcontractors.
- Conduct competitive solicitations to identify and solicit bids from controls Distributors to provide EMS products from all major Manufacturers. The competitive solicitation will request and award Distributor contracts based on four elements: cost, potential available financing for product, ease of use for Installation Contractors, and value added services.
- Obtain monthly reports from Partners to ensure Program progress is on schedule.
- Work with CCC and Community Colleges and Training Partners to ensure that training schedules and workforce deployment sequences are coordinated.

Deliverables:

- Competitive solicitation(s) for evaluation, selection and award of contracts to EMS Distributors
- List of existing partnering utility rebate programs that can be combined with Program Incentives
- Explanation of how partnering utility rebate programs can be combined with Program Incentives
- Program Partner tracking and reporting
- Partner additions to training curriculum
- Coordinated training schedules and workforce deployment

C. Program Accounting and Reporting

The goal of this subtask component is to ensure that the accounting structure, process, documentation, and reporting are in compliance with California law, Energy Commission requirements, ARRA and US DOE regulations and audit requirements, as well as the Program structure and schedule.

The Contractor shall:

- Manage the activities of subcontractor Gilbert & Associates, CPA (DVBE) to fulfill accounting and reporting requirements.
- Review ARRA, U.S. DOE, Federal, State of California, Energy Commission, and SEP Accounting and Reporting requirements in accordance with:
    - American Recovery and Reinvestment Act of 2009, Title XV, Section 1512(c)
    - 10 CFR Ch. II Part 600: DOE Financial Assistance Regulations
    - Title 48 CFR, Ch. 1, Subpart 31.2: Contract with Commercial Organizations (Supplemented by 48 CFR, Ch. 9, Subpart 931.2 for Department of Energy Grants) (commercial firms and certain non-profit organizations)
    - Title 10 CFR Part 420: Energy Commission Energy Program
    - Energy Commission Energy Program Funding Opportunity Announcement DE-FOA-0000052, CDFA Number 81.041
    - OMB Circular A-102: Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to Energy Commission and Local Governments
    - OMB Circular A-110: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (also applicable to private entities)
    - OMB A-87: Cost Principles for Energy Commission, Local and Tribal Governments
    - OMB A-21: Cost Principles for Educational Institutions
    - OMB A-122: Cost Principles Applicable to Grants, Contracts, and Other Agreements with Non-Profit Organizations (non-profit organizations and individuals, except for those specifically exempted)
    - OMB A-133: Audits of Energy Commissions, Local Governments, and Non-Profit Organizations
    - California Energy Commission Request for Proposal #400-09-402 (including all addendums and amendments)
- Based on review of accounting and reporting requirements, draft comprehensive schedule of reporting requirements and deadlines.

- Work with Commission to determine applicability of Davis-Bacon Act (DBA) to Installation Contractors and ensure compliance as applicable.
- Provide Templates and Instruction to Installation Contractors.
- Provide reporting templates and instruction to Installation Contractors & assist with systems and reporting compliance.
- Develop and implement reporting systems to US DOE in compliance with Federal regulations and this Agreement.
- Provide California ARRA and Accountability Tool (CAAT) Monthly Report by the 3rd of each month.
- Maintain relevant accounting and reporting records throughout Program and for Final Report.

Deliverables:

- Schedule of reporting requirements and deadlines
- Davis-Bacon Act compliance reports, including payroll reports
- Accounting templates
- CAAT reports
- Up to date accounting records

D. Risk Management

The goal of this subtask component is to manage and mitigate risks that affect Program performance and successful outcome.

The Contractor shall:

- Continuously monitor Program activities to identify and mitigate detected risks such as:
    - **Participant Recruitment**. Ensure sufficient participation of Installation Contractors and customers by monitoring and actively managing recruitment efforts, adjusting as necessary to ensure targets are met.
    - **Retrofit Installations**. Ensure all retrofits are installed prior to March 12, 2012 by working closely with any Manufacturer, Installation Contractor and / or Participant as required to ensure timely completion of Projects.
    - **Financial Records**. Ensure accurate, independent financial records by contracting with Gilbert Associates, DVBE Certified Public Accountant firm, to manage and integrate ARRA and Energy Commission accounting and reporting requirements throughout the Program.
    - **Workforce**. Develop, maintain, and guarantee required levels of workforce availability throughout Program, and manage worker attrition through the close alliance with the CCC.
    - **Leverage Fund Contributions**. Ensure that Leverage Funds are obtained and utilized in a timely and comprehensive way by working closely with Program Partners to meet schedule and Deliverables.
    - **Leverage Fund Contribution Realization**. Ensure the program has sufficient administration available to meet the demands of any increase in leverage funds. This may include adding staff and shifting dollars between budget categories to ensure new matched incentive funds can be fully leveraged. The Program's management team will identify matching funds opportunities, define administrative cost elements associated with the most effective use of matching funds, and recommend to the CEC

Program Contract Manager the repurposing of existing budget allocations for that purpose, for CEC approval.
  - **Labor Costs**. Avoid the effects of rising or volatile labor costs by training and hiring staff that will be paid uniformly during the Program period for conducting Program Surveys.
  - **Equipment and Service Costs**. Minimize rising retrofit service and technology costs by encouraging Installation Contractors to participate into the Program infrastructure where they can take advantage of negotiated volume discounts from Manufacturers.
  - **Incentive Levels**. Monitor the uptake of Measures and, if necessary, modify the Per Unit Rebate and Project Discount Coupon dollar amounts to ensure successful uptake and accomplishment of Program goals.
  - **Incentive Payments**. Customize the Contractor's existing PTS and Incentive processing mechanisms for this Program to ensure Incentive due diligence and prompt payments to Owners.
  - **Schedule**. Schedule training and implementation activities to avoid schedule lag and to complete final verification and reporting requirements by March 31, 2012; avoid Program gaps by ensuring that all Program Partners understand interface and hand-off mechanisms in the Program process.
  - **Retrofit Quality**. Assure retrofit performance quality by engaging Installation Contractors in Program activities, and conducting Post-Installation Inspections to verify that retrofits are operating properly.
  - **Customer Care**. Scrutinize performance of all entities to avoid customer complaints, and utilize the Contractor's escalation process and customer service and process to identify and deal with problems should they occur.

Deliverables:

- Monthly risk management report identifying perceived risks and actions taken (or to be taken) to mitigate these risks

Subtask 2.2 Implementation Plan

The goal of this subtask is to develop an Implementation Plan to document all Program-related activities and specify the required schedule to complete the Program. The Implementation Plan shall provide sufficient detail to address all the activities and deliverables specified in subtasks 2.3 through 2.13.

The Contractor shall:

- Complete an Implementation Plan that further details the implementation of the Program. The Implementation Plan will layout timelines, identify risks, inform process and drive the day to day activities of Program delivery, and shall include, but will not be limited to, the following elements:
  - Program Timeline
  - Program Design
    - Targeted Measures
    - Incentive Structure Design
    - Utility Incentive Program Partnerships
    - Sustainability of Jobs

        - Measure Market Transformation
    - Program Data and its Use/Protection
    - Risk Management
    - Workforce Development
    - Training and related activities, including requirements for training curriculum, manuals and materials
    - Marketing and interaction with the Energy Upgrade California branding effort
    - Participant Recruitment
        - Surveys
        - Retrofit Financing
    - Coordination with and enhancement of California electric utilities existing Incentive programs
    - Streamlining processes among California electric utilities and the Program
    - Installation Contractor Requirements, expectations, and issue resolution, including requirements for minimum new hires
    - Securing necessary permits and complying with federal requirements
        - Davis-Bacon Act requirements
        - National Historic Preservation Act requirements
        - Waste Management Plan requirements
    - Requirements for PTS Database portal access
    - Incentive Processing Procedures (PTS)
    - Post-Installation Inspections and Acceptance Testing
    - Quality Assurance
    - Verification of Savings
    - Customer Care
    - CEC's verification of the Program's paid Incentives and associated reported savings. The Program will provide the CEC sufficient data to perform secondary Post-Installation Inspections upon receipt of the Program's invoices. Any discrepancies will be handled as appropriate. This exact process and data details will be fully fleshed out in the Implementation Plan.
    - Applicability of Procurement Provision, and if necessary how the Program will comply.

Deliverables:
- Implementation Plan

Subtask 2.3 Implement Incentive Processing Structure
The goal of this subtask is to customize the Contractor's existing PTS and incentive processing structure to meet the needs of this Program consistent with the Implementation Plan.

The Contractor shall:
- Create Incentive delivery infrastructure specific to this Program.
- Implement Incentive process throughout Program as Retrofits and Post-Installation Inspections are completed.
- Assign Incentive processing roles and responsibilities to Contractor staff to:
    - Prepare written process to pay Incentives after surveyed Retrofits are completed.

- Put Incentive processing actions into place.
  - Review incentive quality (double & triple check).
  - Issue Incentive check; quality check and mail.
  - Address Incentive problems within 24 working hours of receipt of notification.
- Define and document Incentive reporting requirements with the CCM. Such requirements may include: Store Name, Store Location (address and city), Measure Rebated, Units Rebated, kWh Saved, Lifetime kWh saved, Dollar Amount Rebated, Check Date, Payee, and Leverage Funds information.

Deliverables:
- Written Incentive payment and reporting process
- Written Incentive problem escalation and solution process

Subtask 2.4 Finalize and Package Training Curricula
The goal of this subtask is to finalize and package training curricula for Surveyors and Installation Contractors who will participate in this Program, and train the trainers to instruct on the Program consistently at all Sites consistent with Implementation Plan.

The Contractor shall:
- Work with Manufacturers, CCC trainers, Leverage Fund contributors and Community College instructors to create and refine training curriculum, manuals and training materials for Surveyors and Installation Contractors, to include Program purpose, approved methods and behaviors, as well as targeted Retrofit technologies. Use IOU or POU Leverage Funds to enhance training as appropriate.
- Confirm location-specific training schedules.
- Conduct “Train the Trainer” instruction to ensure that all Program related training is delivered consistently and comprehensively.
- Create Surveyor Training Video.

Deliverables:
- Train the trainer instruction manual
- Surveyor training manual and video
- Installation Contractor training manual

Subtask 2.5 Build PR and Market Outreach Components
The goal of this subtask is to raise awareness and drive participation in the Program consistent with the Implementation Plan.

The Contractor shall:
- Confirm Program audience profiles in California.
- Develop recognizable Program brand in conjunction with the Energy Upgrade California statewide branding effort and that can be co-branded with Program Partners and Leverage Fund contributors when possible.
- Create a business package (letterhead for press releases, etc.).
- Create market outreach success metrics to ensure cost effectiveness of marketing and public relations activities.

- Develop outreach materials such as a marketing tool kit for Installation Contractors.
- Create Installation Contractor recruitment materials.
- Assemble and brand training course materials.
- Investigate opportunities for low-cost targeted print advertising.
- Design, test and implement a Program website for public information, course enrollment, protected access link to the PTS Database, requests for e-access, listing on qualified Installation Contractors (rated by the highest number of successful Projects). The Program website shall be linked, as appropriate, to the Energy Commission's website.
- Identify and act on opportunities to highlight the Program through press releases, case studies, and outreach mechanisms.
- Create and conduct public relations campaigns (includes events and social media), such as a marketing campaign to attract Installation Contractors to the Program and a marketing campaign targeted at commercial refrigeration facility owners.

Deliverables:
- Program Brand and Business Package
- Branded Training Course Materials
- Marketing Recruitment Materials for Installation Contractors
- Interactive Program Website
- PR and Media Sequencing Plan

Subtask 2.6 Workforce Development

The goal of this subtask is to employ Surveyors, develop Surveyor and Installation Contractor skills through Program training, and to efficiently and cost-effectively deploy this workforce to implement the Program consistent with the Implementation Plan.

The Contractor shall:
- Coordinate with the California Conservation Corps (CCC) to employ Surveyors, develop skills, and deploy trained Surveyors in areas throughout California.
- Train instructors from the Community College Program Partners and the CCC that have committed space and training expertise to the Program.
- Coordinate with the Community Colleges around the scheduling for the classroom space and resources for all training series and during the actual delivery of each training series.
- Coordinate with the instructors of the Community Colleges to conduct a portion of each training series.
- Conduct screening and training enrollment.
- Train Surveyors on energy surveys and, as appropriate and as outlined in the Implementation Plan, Direct Installations of selected retrofits.
- Train Installation Contractors.
- Instruct Installation Contractors on the Project Terms and Conditions, including requirements for hiring at least one person within three months after joining the Program as specified in the Implementation Plan.
- Train selected Surveyor/Installation Contractor candidates for Refrigeration Controls specialty.
- Outfit Surveyors with Program tools, and modify tool list as Program needs require. The tool list may include:

  - iPhone with Handheld Audit Tool installed
  - Tape Measure
  - Rags
  - Safety Equipment (Ear Plugs, Eyewear, Gloves, etc.)
  - Flashlight
  - Tool Belt/Bag
  - Extendable Mirror (For checking compressors in confined spaces)
  - Flicker Checker
  - Clipboard, Pens, & Pencils
- Sequence and dispatch trained CCC Surveyor Teams

Deliverables:
- Documentation of Program Instructors trained
- Documentation of Program concept and technical training for at least 125 Surveyors for Site Surveys and Post-Installation checks for LED Case Lighting throughout all training sessions. Training sessions will be held throughout the Program period, as the need for newly trained Surveyors is identified.
- Documentation of concept and technical training for sub-set of Surveyors on Post-Installation Checks for Refrigeration Controls Strategies.
- Documentation of Program concept and technical training for at least 50 Installation Contractor organizations for LED Case Lighting and/or Refrigeration Controls Strategies throughout all training sessions. Training Sessions will be held throughout the Program period, as the need for newly trained Installation Contractors is identified.
- Documentation of new Surveyor and administration jobs created through the CCC
- Documentation of new jobs created through Installation Contractors.
- Documentation of new administrative jobs created through PECI.

Subtask 2.7 Participant Recruitment
The goal of this subtask is to identify opportunities and recruit Program Participants based on the intersection of regional, economic and energy efficiency potential for targeted retrofit technologies consistent with the Implementation Plan.

The Contractor shall:
- Identify and prioritize potential Participants
- Acquire Dun & Bradstreet (D&B) list of commercial retail facilities in California utilizing refrigeration.
- Cross-reference and annotate D&B list with the Contractor’s own proprietary database of California facilities and existing broad network of utility, Installation Contractor, owner, manager, and operator data to identify Participants that are known to have (or not have) the targeted technologies installed.
- Use the PTS to identify opportunities with prospective Program Participants.
- Enter annotated target market information into PTS Database.
- Utilize targeted Participant data to sequence Program introduction, outreach to Program Participants, and schedule and dispatch Surveyors for pre-installation surveys.
- Coordinate Program market outreach through industry associations such as Unified Grocers.

- Provide Installation Contractors with messaging and marketing materials to ensure Participants implement appropriate Measures.
- Provide Installation Contractors with specific materials around each technology offered in the Program: LED Case Lighting with Motion Sensor and Refrigeration Controls Strategies to be used throughout California, regardless of utility service territory.
- Provide Installation Contractors assistance if appropriate to ensure Participant uptake of Measures.

Deliverables:
- PTS Database populated with target market and prospective Program Participant data for use by Surveyors and Installation Contractors.

Subtask 2.8 Targeted Measure Surveys and Direct Retrofit Installations
The goals of this subtask are to identify and promote installations of targeted Measures, Direct-Install VisiCooler and CFL Measures, conduct pre- and Post-Installation Inspections, and populate the PTS Database with updated market information consistent with the Implementation Plan.

The Contractor shall:
- Coordinate daily with CCC to monitor Surveyor field activities.
- Coordinate with CCC field crew leads who will supervise Surveyors on a daily basis.
- Manage and provide field oversight for sequencing and dispatch of Surveyors' pre-installation visits, Surveys, and, as appropriate and as outlined in the Implementation Plan, Direct Installations of selected Measures.
- Perform periodic quality checks of Surveyors' Surveys and Post-Installation Inspections.
- Manage Participant complaints regarding Surveyors and coordinate with CCC field crew and administrative staff to escalate and resolve issues with individual Surveyors.
- Determine through Surveyors' findings the quantity of qualified equipment that can be installed.
- Ensure Installation Contractors secure necessary permits and comply with federal requirements, including Davis-Bacon Act, National Historic Preservation Act, and Waste Management Plan. (Refer to additional tasks to comply with the Davis-Bacon Act, National Historic Preservation Act, and Waste Management Plan requirements as specified in Subtasks 2.8.1, 2.8.2, and 2.8.3.)
- Install Direct Installation Measures at qualifying locations.
- Coordinate the purchase, inventory, delivery, and deployment of selected Direct Installation Measures.
- Manage ongoing Post-Installation Inspections to confirm reported installation counts provided by Installation Contractors.
- Compare installation data with Surveyors' findings to ensure accuracy of information used to process Incentives and correctly report energy savings.
- Enter Survey activities, outcomes, and Direct Installation Measures into the PTS Database for Incentive processing and energy savings reports.
- Pull pre- and Post-Installation sub-meter data comparison for Refrigeration Controls evaluation, measurement and verification for 10% of the sites where sub-meters exist due to current utility Programs.

Deliverables:

- Surveyors' daily facility activity notes and PTS Database entry.
- Documentation that Installation Contractors secured necessary permits for Projects and complied with federal requirements.
- Documentation that Contractor delivered and deployed selected Direct Installation Measures.
- Sub-meter data for 10% of Projects where existing sub-meters are available for EM&V comparisons.

Subtask 2.8.1 <u>Prevailing Wage Determinations and Weekly Certified Payrolls</u>
(Applicable only if the Contractor or subcontractors will perform installation work)
The goal of this subtask is to ensure that the Contractor and subcontractors pay prevailing wage rates and submit weekly certified payrolls for all workers that perform labor and mechanic work to achieve the goals and objectives of this Agreement. This requirement applies to subcontracts paid for entirely with Leverage Fund under this Agreement.

The Contractor shall:

- Submit to the CCM a copy of applicable wage determinations for any and all labor and mechanic work that will be performed to achieve the goals and objectives of this Agreement (including any subcontract) within thirty (30) days of execution of this Agreement. If subcontractors will perform labor and mechanic work, the Contractor must submit a copy of applicable wage determinations to the CCM within thirty (30) days of execution of the subcontracts. [See comment.]
- Submit to the Energy Commission on a weekly basis a copy of all certified payrolls by the Contractor and subcontractors of any tier performing labor and mechanic work to achieve the objectives of this Agreement. Exhibit E.2.M of this Agreement (Davis-Bacon Act and Contract Work Hours and Safety Standards Act) provides the required specifications for certified payrolls.

Deliverables:

- Copies of Applicable Wage Determinations
- Weekly Certified Payrolls

Subtask 2.8.2 <u>Historic Preservation Consultation</u>
The goal of this subtask is to ensure that the Contractor complies with the requirements of Section 106 of the National Historic Preservation Act (NHPA) prior to expenditure of SEP funds under this Agreement to alter any structure or Site. The Energy Commission has executed a Programmatic Agreement with the California State Historic Preservation Officer (SHPO) to streamline the Section 106 consultation process. Under the Programmatic Agreement, the Energy Commission will evaluate Projects to determine whether they are categorically excluded from the SHPO's direct review and consultation.

The Contractor shall:

- Consult with the Energy Commission (and with the SHPO and the Tribal Historic Preservation Officer, if applicable) to ensure that the proposed Project(s) will have no adverse effects on historic resources.

- Prepare a Consultation Package as specified by the Energy Commission and set forth in the Implementation Plan no later than thirty (30) days after the execution of this Agreement or the identification of the Project structure(s) or site(s) to be retrofitted under the Agreement, whichever is later. The Energy Commission may specify an earlier time for submittal of the Consultation Package if Retrofit work is expected to begin within less than thirty (30) days of Project identification.

Deliverables:
- Consultation Package

Subtask 2.8.3 <u>Waste Management Plan</u>
The goal of this subtask is to ensure that the Contractor submits a Waste Management Plan to the CCM prior to expenditure of SEP funds under this Agreement on proposed project activities that may generate any sanitary or hazardous waste. The Waste Management Plan must describe the Contractor's plan to dispose of any sanitary or hazardous waste generated by any proposed project activities. Sanitary and hazardous waste includes, but is not limited to: construction and demolition debris, old light bulbs, fluorescent ballasts and lamps, piping, roofing material, discarded equipment, debris, and asbestos. The Waste Management Plan must also describe the categories and estimated volumes of waste that the Contractor anticipates will be generated by any proposed project activities, and the disposal path for each category of waste.

The plan must comply with all federal, state, and local laws and regulations governing waste disposal.

The Contractor shall:
- Submit to the CCM a Waste Management Plan for each project no later than thirty (30) days after the execution of the Agreement or the identification of any Projects that may generate waste, whichever is later. The Energy Commission may specify an earlier time for submittal of the Waste Management Plan if Retrofit work is expected to begin within less than thirty (30) days of Project identification.

Deliverables:
- Waste Management Plan

Subtask 2.9 Installation Contractor Retrofits
The goal of this subtask is to monitor Installation Contractor schedules and Post-Installation Inspections consistent with the Implementation Plan.

The Contractor shall:
- Make relevant Program Participant project lead information available to participating Installation Contractors via license and web link 'portal' to PTS Database.
- Ensure that Installation Contractors are immediately aware of, and sign up to complete, Retrofit opportunities.
- Provide Program administrative and field support and follow up for Installation Contractors.
- Monitor PTS Database for consistent and complete Retrofit updates.

- Ensure that Surveyors schedule and complete timely Post-Installation Inspections.
- Close opportunities upon completion of Retrofit and final inspection data, including blocking access to Owner and Site data by non-PECI Program personnel for that Measure thereafter.

Deliverables:
- Data of completed Retrofit Measure installations in the PTS Database
- Updates to PTS Database by Installation Contractor and Surveyors
- Data Closure in the PTS

Subtask 2.10 Retrofit Quality Assurance and Customer Care
The goal of this subtask is to ensure that training, installation and customer service are monitored consistent with the Implementation Plan to deliver quality performance to Participants, paving the way for additional energy efficiency Measures in the future.

The Contractor shall:
- Ensure that Program protocols are followed and that Program and technical information are clearly conveyed to the appropriate Program Participants.
- Provide a web- and phone-based pathway for Participants to communicate with Program staff.
- Follow up on complaints, if any, with personal consideration provided by Program staff.
- Escalate Installation Contractor problems for review and appropriate action.

Deliverables:
- Event report of any action that affects Program performance and quality assurance standards developed for this Program consistent with the Implementation Plan.

Subtask 2.11 Verification of Energy Savings
The goal of this subtask is to verify physical presence and operation of target Retrofit measures via Post-Installation Inspections to ensure energy savings potential is achieved consistent with the Implementation Plan.

The Contractor shall:
- Verify that target Measures are installed and operating as intended.
- Check installed equipment and reconcile with Installation Contractor invoice and Manufacturer records to ensure Incentives are paid in the correct amounts and according to the correct units for qualifying products.
- Enter Retrofit data into PTS Database to ensure that evaluation details are captured accurately.
- Look for opportunities to perform acceptance testing for Retrofitted technology as appropriate and possible.
- Work with the CEC to ensure EM&V data needs are met, within the scope of the Agreement.

Deliverables:
- Target Measure installation inspection data entered into the PTS Database
- Provide data to the CEC as needed to conduct EM&V.

Subtask 2.12 Incentive Funding Mechanism
The goal of this subtask is to develop and implement timely and accurate Incentive processing procedures consistent with the Implementation Plan.

The Contractor shall:
- Customize and document the Contractor's proven Incentive processing procedures to match the special requirements of this Program.
- Review Incentive paperwork and use checklist to assure that documentation meets Program requirements, is completed accurately, and submitted to the Energy Commission with receipts.
- Calculate, verify and triple-check Incentives.
- Complete Incentive packages with all necessary documentation and paperwork.
- Re-verify Incentive, cut and send check to Participant with a letter of thanks and a customer satisfaction Survey.
- Enter final Retrofit Incentive data into PTS Database.

Deliverables:
- Documentation of the triple-check to demonstrate that process is adhered to.
- Documentation of the Incentive checks issued to Participant on a regularly scheduled basis.

Subtask 2.13 Program Exit Management and Final Report
The goal of this subtask is to achieve Program closure with all parties' final reports, documentation prepared for future audit and evaluation, all outstanding work completed and Incentives paid consistent with the Implementation Plan.

The goal of this task is to prepare a comprehensive written Final Report that describes the original purpose, approach, results and conclusions of the work done under this Agreement. The Commission Contract Manager will review and approve the Final Report. The Final Report must be completed on or before the termination date of the Agreement.

The Final Report shall be a public document. If the Contractor has obtained confidential designation from the Energy Commission and will be preparing a confidential version of the Final Report as well, the Contractor shall perform the following subtasks for both the public and confidential versions of the Final Report.

Task 2.13.1 Project Exit Management
The Contractor shall:
- Communicate exit management procedures and schedule to appropriate Program Partners.
- Complete all Retrofits and Post-Installation Inspections.
- Pay all remaining Incentives due.
- Close all open issues.
- Retire all public information, including closing the Program website and access to the PTS Database.
- Deliver final version of the data in the PTS Database to the Energy Commission.
- Organize and check all Program documentation.
- Aggregate documentation in order to prepare and deliver Final Report.

- Close out Program accounting and reporting.
- Submit final invoice to the Energy Commission.

Deliverables:
- Final version of the Program data
- Final Report
- Final invoice to the Energy Commission

Task 2.13.2 Final Report Outline
The Contractor shall:
- Prepare a draft outline of the Final Report.
- Submit the draft outline of Final Report to the Commission Contract Manager for review and approval. The Commission Contract Manager will provide written comments back to the Contractor on the draft outline within 10 working days of receipt. Once agreement has been reached on the draft, the Contractor shall submit the final outline to the Commission Contract Manager. The Commission Contract Manager shall provide written approval of the final outline within 5 working days of receipt.

Task 2.13.3 Final Report
The Contractor shall:
- Prepare the draft Final Report for this Agreement in accordance with the approved outline.
- Submit the draft Final Report to the Commission Contract Manager for review and comment. The Commission Contract Manager will provide written comments within 10 working days of receipt.
- Submit one bound copy of the Final Report with the final invoice.

Deliverables:
- Draft Final Report
- Final Report