



Request for Proposals MCE Residential Pay-for-Performance March 5, 2019

MCE, a California Joint Powers Authority, seeks a qualified organization(s) for its Residential Pay-for-Performance Program.

I. About MCE

With offices in San Rafael and Concord, MCE is a Community Choice Aggregation public agency that focuses on reducing energy-related greenhouse gas emissions by providing electricity customers with 50-100% renewable energy and groundbreaking energy efficiency, demand response, and energy storage programs. MCE determines the source and cost of the energy and PG&E continues to manage the transmission and distribution of the energy. MCE is a public, not-for-profit joint powers authority. Members of the agency include the County of Marin and its towns and cities, the County of Napa and its towns and cities, the County of Contra Costa and its cities of Concord, Danville, El Cerrito, Lafayette, Martinez, Moraga, Oakley, Pinole, Pittsburg, Richmond, San Pablo, San Ramon and Walnut Creek, and the city of Benicia.

II. Request for Proposals

Introduction and Intent

MCE's Comprehensive Residential Pay-for-Performance (P4P) Program (P4P Program) is looking for proposals that will enable a scalable model for residential interventions and tap into rapidly emerging market actors and products while minimizing administrative and implementation costs. MCE's Energy Efficiency [Business Plan](#) provides information about the residential building characteristics (stock and vintage), known problems and triggers, in the MCE service territory as well as other elements of their past and current residential energy efficiency strategies.

Selected Respondents will be paid based on the savings achieved in aggregate and based on the change in normalized metered energy consumption (NMEC). MCE is using this model to give Respondents flexibility in offering market solutions that can deliver savings to meet the goals cost effectively.

This solicitation is **not limited to the existing program plans** (tactics, approaches, etc.) defined in the Business Plan but is **open to any number of options that Respondents would like to propose to deliver comprehensive residential solutions**. MCE has defined criteria and preferences in this RFP but will not prescribe program designs.

Respondents may offer solutions based on market barriers they have already identified or tackle specific market barriers MCE identified in the Business Plan for the Residential sector including:

- Financial barriers for customers to cover up front costs, and lack of awareness of opportunities
- Split incentives for renter-occupied homes
- High administrative burden of participating in programs
- Uncertainty in savings

Respondents shall **propose a basic program design, describe the nature of the customer intervention, and their offer price to deliver the savings**. Based on the offer price and program ideas, MCE may choose a combination of proposals to meet its needs and negotiate and finalize contracts with Respondents on that basis. There will be no additional rounds of competitive proposal development or submission (unlike the RFA process for investor-owned utilities).

Respondents may propose **combined Comprehensive, Behavioral, or other innovative solutions** for customers as part of their proposals. Respondents should leverage their skills and experience in delivering energy savings to enable MCE to meet savings targets cost effectively. Trade-offs for economies of scale should be communicated by Respondents in their proposals.

Respondents may be working in collaboration with other programs to enable deal flow and optimize the residential offerings. **Breaking down program silos has the potential to make each more successful** across the territory. MCE will be monitoring the interactive and coordination opportunities for all of the programs in the residential portfolio, and will support Respondents with certain elements of marketing and outreach (like presence at local events) as well as communications across program implementers.

The savings from the residential comprehensive program will be quantified and reported to the CPUC based on the NMEC using CalTRACK methods executed through the OpenEE Meter. **If a single customer is participating in more than one MCE single family residential program (direct install, workforce development or comprehensive) any deemed claims would be subtracted from the comprehensive savings to avoid double counting.** Cross-participation may be encouraged to maximize the impact of the residential programs as a whole, but double counting will not be permitted. Respondents should review Appendix A, attached hereto, to understand MCE's expectations on how the P4P Program will be measured and verified as well as how claimable savings may be calculated.

MCE will also be deploying portfolio-level tracking to monitor programs that are delivering the most-cost effective savings for MCE and will have ongoing communications with the selected Respondent(s) on what is working and what may need improvement. MCE will use OpenEEMeter to track the impacts across the residential portfolio, participants and non-participants, to understand the grid impacts for MCE. For participants in the comprehensive track, OpenEE will also create a comparison group of non-participants to facilitate the development of a net savings claim.

Comprehensive Residential Program Budget and Savings

MCE's budget filing for 2019 includes five programs in the residential portfolio. The MCE07 Single Family Comprehensive program is the largest program identified in the plan, and is the subject of this Request for Proposals (RFP).

PrgID	Program Name	2019 Budget	Net KWh Targets	Net KW Targets	Net Therms Targets
MCE07	Single Family Comprehensive	\$1,568,585	1,291,393	185	166,409

MCE is aiming for a 1.0 cost effectiveness (TRC) for the residential portfolio and is looking for proposals that are likely to be cost effective based on this available budget and these savings targets. Incentive payments will be paid out on a timeline negotiated during the contracting process (i.e.: quarterly). Proposal pricing from implementers will play a critical role in achieving this optimization for the comprehensive single-family program. Pricing should take into consideration hard to reach demographics, time of use, and other factors that would impact cost of acquisition. Performance payments will require that, Respondents portfolios must not exceed greater than 0.25 Fractional Savings Uncertainty at the end of each program year.

Schedule

Program Launch Milestones and Timeline

2019 Milestone	Timeline
Pre-solicitation Workshop	February 21, 2019
RFP Process	March 5 - May 31 2019
Questions or Clarifications Due	March 11, 2019 by 2:00 PM
Post and Distribute Responses	March 15, 2019 by 2:00 PM
Proposals are due by	April 2, 2019 by 2:00 PM (accepted on a rolling basis for future program years)*
RFP Review process (interviews if necessary)	April 3-19, 2019

Contract Negotiations & Execution (Contracts will require MCE Executive or Technical Committee Board approval)	April 20 - May 31 Tentative Committee Meetings June 6 or June 7, 2019
Targeted Outreach for Project Recruitment	June 2019
Rolling 2019 Project Open Enrollment	June - November 2019
Project Installation Completion	11/2019 (for savings claims in 2019)
CPUC Reporting	Ongoing on a Monthly and Quarterly basis

* Proposals received after April 2, 2019 will be kept on file for future program years. MCE is not required to consider these proposals for future programs and makes no guarantee of a contract by receiving the proposal.

III. Submission Requirements

Time and Place for Submission of Proposals

To be eligible for consideration for the 2019 program year, all proposals shall be submitted to MCE Contracts Manager by email at contracts@mcecleanenergy.org by **2:00 PM on April 2, 2019**.

Key Submission Deadlines

Notice of Interest - A notice of interest in submitting a proposal is not required, however, it is useful for the evaluation process. No later than the deadline for submitting questions, all parties interested in responding to this RFP are encouraged, but not required, to notify MCE via email of the intent to submit a proposal. This notice creates no obligation to submit a proposal but will ensure that interested parties are copied on MCE's responses to questions submitted by potential respondents. Notices must be sent to contracts@mcecleanenergy.org and should include the company's name and email contact information, referencing "**MCE Residential Pay-for-Performance Program RFP – Notice of Interest**" in the subject line.

Deadline for Questions - Any questions related to the content of this RFP must be submitted to the Contracts Manager, pursuant to Section VI of this RFP, and no later than **March 11, 2019 at 2:00 PM**.

Deadline for Responses - MCE Responses to all questions received will be sent to all vendors on the distribution list via email by **March 15, 2019 at 2:00 PM**.

Selection of Contractor - Subject to the General Terms and Conditions below, MCE anticipates that the contractor selection process will be completed by **May 2019 with contract(s) finalized in June 2019**.

Content

Potential Respondents interested in responding to this RFP must submit responses in the two (2) following sections (Written and Price Proposals), in the order specified below. Please craft responses using the below prescribed page maximum, per section.

Written Proposal

Statement of Intent / Executive Summary (not to exceed 2 pages)

Submission of the Statement of Intent / Executive Summary will constitute a representation by the Respondent that it is willing and able to perform the commitments contained in the proposal. The Executive Summary should be a brief summary of the Respondent's understanding of the nature and extent of the services required, overall approach in fulfilling the objectives and goals of the contract, and key strengths. Note that the selected Respondent must adhere to the Workforce Standards and Third-Party Contract Terms and Conditions issued by the California Public Utilities Commission (CPUC) and reiterated in MCE's Standard Form Agreement.

Approach (not to exceed 12 pages)

Describe the services and activities Respondent proposes to provide to MCE to fulfill its goals of serving its residential customers.

Project approaches must consider the following customer eligibility criteria:

1. Project site must be located in the MCE service area

2. Single family structure with a single meter
3. Have 12 months of consumption data
4. Mixed-used sites are eligible if residential space represents at least 50% of conditioned space
5. Received electric distribution service from MCE or PG&E and natural gas service from PG&E
6. No Installed solar at least 12 months prior to intervention (MCE will conduct analysis at intake)
7. Model fit needs to be < 1.0 CVRMSE (MCE will conduct analysis at intake)

In order for MCE to select proposals that are compatible with its residential needs, Respondents should describe the following components in their approach:

Energy Savings - Propose estimated annual energy savings in kWh and therms units. Please document the sources and methodologies used to arrive at energy savings values shown in the Price Proposal. Past experience in delivering on these savings will be considered as a source.

Diversity - MCE serves a wide range of income groups, ethnicities and other demographic factors. Please describe how/if the approach includes targeting to specific groups of MCE's customer base.

Estimated Costs - Based on past experience please describe estimated total cost per customer, as well as expected annual savings per customer this will enable MCE to understand that cost inputs are prudent and realistic given the proposed interventions.

Market Context - Share any Residential Market Context and associated data on hand that informs proposed marketing plan. This information will demonstrate an understanding of specific challenges faced in the residential sector.

Customer Offering (i.e. technical assistance, financing, etc.) - Describe ability to deliver comprehensive, persistent savings that can be quantified using NMEC savings calculations (IPMVP Option C, Whole Building).

Customer Engagement - Describe plan to recruit Program Participants. Describe solution's value proposition(s) to targeted customers. For example, list and describe engagement tactics that yield high-impact results.

Forecast Energy Savings Methods - Document proposed methodology for estimating savings opportunities for eligible customers.

Schedule - Provide a work plan that is complete and demonstrates the ability to address and deliver program needs within MCE's required time frame (2-year contract with possible two (2) 2-year extensions).

Scalability - Provide an estimate of annual customer enrollment based on past experience. Describe how Year 1 activity will scale if MCE budget increases in contract Year 2 and Year 3. Describe the key factors to enable scale, and key challenges anticipated in meeting these targets.

Data Needs - Provide a table or spreadsheet including headings for data needs from MCE. Please indicate whether the data is a "must have" or a "nice to have".

Organizational Assets - Please describe what makes Respondent uniquely qualified to partner with MCE in delivering quality service and value to their customers.

Quality Assurance - Respondents must identify Quality Assurance Procedures that ensure that the Program Projects and Measures that are installed perform to minimum standards appropriate to the program proposed in their Proposal ("Minimum Qualifications"). The Quality Assurance Procedures must be sufficiently robust to ensure that each Program Project, each Measure, and the Proposed Program complies with Applicable Law. Additionally, Quality Assurance Procedures must include, but are not limited to: (i) industry standard best practices; and (ii) procedures that ensure Measure functionality, customer satisfaction, and that the Minimum Qualifications are satisfied.

Workforce Standards - Respondents must include a section identifying all relevant workforce standards that Respondent deems applicable to the Proposed Program, including any specific skills certification and/or broader occupational training and experience that would reduce the risk of lost net lifecycle energy savings

from poor installation, modification, or maintenance of the energy efficiency measures that Respondent proposes to be included in the Agreement (the "Proposed Workforce Standards"). Respondent's Proposed Workforce Standards will be reviewed by the MCE as part of the Proposal, and Respondent shall be aware of the specific Workforce Standards required by the CPUC for non-residential heating, ventilation, and air-conditioning projects and lighting controls projects.

Respondents may be asked to provide more detail to document their references, technical assistance, sales and financial capabilities for promising proposals. Preference and priority will be given to those entities who can demonstrate the ability to provide turn-key customer solutions and risk management capabilities.

Price Proposal

MCE intends to award a contract to Respondent(s) that MCE considers capable of providing the best overall program services. MCE reserves the right to accept other than the lowest priced proposal and to reject any proposals that are not responsive to this request. MCE also reserves the right to not award any contract, pursuant to the General Terms and Conditions of this RFP.

MCE prefers Program Proposals that include a "pay for performance" fee structure component that conditions payments from MCE to Implementer based on specific savings or other metrics that advance energy efficiency portfolio goals (i.e. Meter Based). These pay-for-performance models may include performance security in a form of cash or line (or letter) of credit to ensure that implementers are meeting key performance metrics such as net lifecycle energy savings and cost- effectiveness and that permit MCE to draw against such performance security if certain performance conditions are not met. Percentages of performance security and metrics will be negotiated between the Implementer and MCE.

Program proposals with greater proportions of funds tied to the delivery of net lifecycle energy savings measured and verified post-installation will be preferred over program proposals that correlate performance to program activities (installations) associated with pre-installation savings estimates (deemed), or proposals with large proportions of funds dedicated to Program Implementation activities that are not directly tied to net lifecycle energy savings, respectively.

Based on the cost of delivering the services and interventions described in the approach, propose a price for delivering the savings. This estimate should reflect "all-in" costs for delivering the services including customer acquisition, intervention, and any other costs that factor into delivering savings to MCE, as shown in the table below.

Projected Cost per Customer	
Projected kWh Savings	
Proposed Per-kWh price	
Projected therm Savings	
Proposed Per-therm price	

Review of MCE Standard Form Contract (Optional/Encouraged)

Review MCE's Energy Efficiency Standard Form Agreement (Attached here as Appendix B) with Respondent's Legal department and provide any proposed edits or comments to the document, if applicable, with final response.

IV. Evaluation Criteria

The proposals will be evaluated by a selection committee comprised of MCE staff. MCE intends to evaluate the proposals based on the proposed approach, the price, and the organizational goodness of fit with MCE residential sector needs. MCE may select multiple proposals through this process.

MCE will evaluate proposals using the following criteria:

Evaluation Criteria	Points
Overall Fit with MCE's Mission and Vision	10

Overall Qualification of Respondent	10
Diversity and Innovativeness of Offering	10
Program Scalability	20
Estimated Costs & Price Proposal	50
In-person Interview (if necessary)	50
Total Available Points	150

V. **General Terms and Conditions**

MCE's Reserved Rights. MCE may, at its sole discretion: withdraw this Request for Proposals at any time, and/or reject any or all offers or proposals submitted without awarding a contract. Respondents are solely responsible for any costs or expenses incurred in connection with the preparation and submittal of an offer or proposal.

Public Records. All documents submitted in response to this Request will become the property of MCE upon submittal, and will be subject to the provisions of the California Public Records Act and any other applicable disclosure laws.

Contract and Insurance. The successful Respondent, if any, will enter into an agreement for services based on MCE's Standard Form Agreement, attached hereto as Appendix B for information purposes only. Proof of applicable insurance coverage will be required. MCE will select a Respondent(s) with whom MCE staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by MCE of all terms of the proposal, which may be subject to further negotiations and approvals before MCE may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time, MCE, in its sole discretion, may terminate negotiations with the highest ranked Respondent(s) and begin contract negotiations with the next highest ranked Respondent(s).

VI. **Questions**

To promote accuracy and consistency of information provided to all participants, questions will only be accepted via email submitted to MCE Contracts Manager at contracts@mcecleanenergy.org and the subject line of the email must read "**MCE Residential Pay-for-Performance Program RFP Question.**" The deadline for submitting questions is – **March 11, 2019 at 2:00 PM.**

MCE will provide a written response to the questions submitted via email by **March 15, 2019 at 2:00 PM** to all Respondents who submitted questions and/or provided a complete Notice of Interest. MCE reserves the right to combine similar questions, rephrase questions, or decline to answer questions, at its sole discretion.

All questions must be submitted through the above process. No questions will be answered over the telephone or in person. Respondents may not have any contact regarding this procurement with any MCE official or staff from the time of issuance of this solicitation until the award of contract, other than through the process for submitting questions. Any contact in violation of these provisions will be grounds for disqualification.

Thank you for your interest!

Appendix A: Measurement and Verification (M&V)

Overview

The P4P program is designed to offer maximum flexibility for retrofit options coupled with operational and behavioral interventions. As a result, there is no list of required eligible measures. However, MCE will require Aggregators to report intervention tactics and associated implementation dates to inform the evaluation process, and if interventions are direct install they will be claimed separately (on a deemed basis) from the comprehensive savings claims (NMEC). Retrofit measures will likely include traditional items such as insulation, air sealing, HVAC replacement, water heating, windows, pool products, large appliances and hardwired lighting fixtures. Operational and behavioral items may include, but are not limited to, connected devices, engagement and feedback applications, HVAC and water heating setting adjustments, and ensuring equipment is meeting manufacturer designed performance metrics.

Participants must sign up through the Aggregator, acknowledging participation and documenting any participation in other incentive offerings. This will include releasing the incentive payment and usage data to the aggregator. Customers who add solar PV while enrolled will be handled with nonroutine adjustment methods.

MCE will measure weather normalized savings for two years after the intervention and at least one year after the final Aggregator payment. This will give greater insights into measure performance, persistence and long-term savings claims. If the customer installs measures under other MCE programs these savings will be “backed out” of any comprehensive savings claims.

MCE will use OpenEE’s Recurve platform to manage data input, calculation and visualization as well as providing for secure access to the performance information to aggregators. MCE and aggregators will be able to track performance of each portfolio of projects undertaken.

The savings calculations will be updated on a regular basis, based on analysis of the most recent meter data.

Detailed Measurement and Verification Plan

This Measurement and Verification (M&V) plan describes how energy savings will be quantified for the Program and how performance-based incentives will be calculated. The M&V plan presented here adheres to the specifications set forth in the International Performance Measurement and Verification Protocol (IPMVP) Core Concepts - 2014.

M&V involves the process of using measurements to reliably quantify actual energy savings from an energy savings project within a facility, a process, a building, or a building subsystem. M&V may be used to verify that a project is achieving its intended savings. Energy savings represents the absence of energy use and cannot be directly measured. M&V describes how savings are determined from measurements of energy use before and after implementation.

Evaluation Measurement & Verification

In addition to the Program’s internal M&V protocols, MCE will comply with any directive regarding third party evaluation, measurement, and verification (EM&V) plans and fulfill all EM&V activities as may be required by the CPUC. To date, guidance from the CPUC on aggregated or portfolio-level M&V plans have been limited. MCE has reviewed site-specific guidance for components that may be applicable, and has reviewed and considered the directions in the January 31, 2019 ruling on [Certain Measurement and Verification Issues, Including for Third Party Programs](#), and as such this EM&V plan is designed to comply with requirements included therein. In addition, the Aggregator will need to obtain Customer approval for access to perform EM&V activities and data sharing at the time of intake or enrollment.

IPMVP Option and Measurement Boundary

IPMVP Option C, Whole Facility (in this case facility is equivalent to the home) will be used for savings determination. Option C was selected because the Program promotes upgrade projects that encompass multiple energy efficiency (EE) measures or interventions and may have interactive effects.

The energy utility’s revenue meters will be used to determine savings for both natural gas and electricity consumption. These meters account for all energy use of the home. While highly unlikely, if the home is served by more than one meter, then meter-level consumption will be summed to the whole-building or site level.

Calculation of Payable Savings

Baseline Period Energy and Conditions

Consistent with CPUC direction for downstream, meter-based programs serving existing buildings, MCE's Residential P4P Program adopts an existing conditions baseline.¹ Eligible projects must have at least 12 months of baseline energy consumption data in the form of hourly electricity consumption and at least daily gas consumption data. Data sufficiency must conform to CalTRACK protocols. The baseline period selected involves the 12 months immediately before the implementation of EE measures (Baseline Period Dates).

Basis for Adjustment

Savings are to be reported as avoided energy use under reporting period conditions. Baseline period energy will be adjusted to reporting period conditions, using the following IPMVP equation:

$$\text{Avoided Energy Use (or Savings)} = \text{Counterfactual Baseline Energy} - \text{Reporting Period Energy}$$

Analysis Procedures

Separate models shall be estimated for each participating site or building. Separate models shall be estimated for electricity and gas daily consumption. Building shall be modeled as base load, heating load, and cooling load. Heating load and cooling load are assumed to have a linear relationship with heating and cooling demand, as approximated by heating and cooling degrees, beyond particular heating and cooling balance points. The base temperatures selected for counting heating and cooling degrees will be determined for each upgrade project, based on the outdoor temperatures which yield the best R-squared in the regression analysis.

Data Quality Control

Data quality procedures will conform to CalTRACK Compliance specifications, as they relate to hourly estimation methods and as published at <http://docs.caltrack.org/en/latest/methods.html>

Detection of Non-Routine Events (NREs)

MCE shall screen for possible NREs via the following methods:

- **Savings relative to baseline consumption.** Recalculate savings as a percentage of baseline consumption for all participating projects on an annual basis. Flag the highest and lowest one percent (1%) of projects, plus any projects with savings exceeding +/- 50 percent of baseline.
- **Reporting period model fit.** Fit a CalTRACK model to the first year of the reporting period. If the CVRMSE of the model exceeds .50, review for a possible NRE.
- **Second and Third Year Reporting Model Fit.** Apply the first-year reporting period model to the data from the second and/or third year data. If the CVRMSE of the model as applied to the data exceeds .50, review for a possible NRE.

MCE will monitor possible NREs through a combination of follow-up phone interviews with project owners, public records review, and site visits, as appropriate. MCE will also have access to information about possible changes to customer account status or concurrent participation in other EE programs. Projects with NREs may receive non-routine adjustments, per the protocols specified below. Suspicious patterns of NREs may trigger further investigations into possible gaming.

Non-Routine Adjustments (NRA)

NRA methodologies as defined within this document, if necessary, will be agreed to contractually in the Standard Agreement. NRAs will be tracked in an auditable format. NRAs will only be applied to those NREs that are deemed to be significant, where significance is defined as any NRE that would result in a shift in energy consumption that is +/- 50% of baseline. Non-routine adjustments are applied annually and retroactively to the beginning of the annual performance period for a particular project.

The adjustment mechanism is one of the following, with the first being the preferred approach:

¹ California Public Utilities Commission, August 25, 2016. *Decision Providing Guidance for Initial Energy Efficiency Rolling Portfolio Business Plan Filings (Decision 16-08-019), Table 1.*

1. For projects with weighted EULs of five years or greater and more than one year of post-improvement performance metering prior to the NRE, calculate first-year NMEC savings and project it forward for years two and/or three when calculating the Year 2 and/or Year 3 Performance Payment.
2. For projects with less than one year of Reporting Period metering prior to the non-routine event, calculate the Portfolio Realization Rate for the annual cohort for which the project belongs to at the end of Year 1, then calculate the Year 2 and Year 3 Performance Payment as follows:

$$B(d) = RR \times P_{1(p)} \times CC$$

Where:

- $B(d)$ = Annual Performance Payment in USD
- RR = Portfolio Realization Rate = $\sum (S_1 / P_{1(p)})$
- S_1 = Actual annual project savings in MMBtus as measured by MCE
- $P_{1(p)}$ = Predicted annual project savings in MMBtus as reported by the Aggregator during project submission
- CC = Contracted Compensation per MMBtu of energy savings

NRA's will be reviewed, calculated, and applied to Performance Payments quarterly.

Force Majeure

In rare instances, a project site may be impacted by an act of God (i.e. fire, flooding, etc.). Provided the Aggregator furnishes appropriate documentation demonstrating that the event has occurred, an NRA may be applied for the impacted project site as detailed above.

M&V Protocols to Detect Possible Gaming

The primary purpose for investigating and documenting NREs is to detect possible gaming incidents.

For purposes of these protocols, gaming is defined as the practice of (a) intentionally inflating the incidence of NREs that are financially favorable; or (b) disguising the impact of NREs to resemble expected energy savings. Examples of gaming practices include customer recruitment to focus on customers that expect future reductions in baseline energy consumption; installation of secondary heating sources or power generation fueled by non-metered fuels; and fraudulent reporting to disguise non-routine changes to energy consumption baselines as true energy savings.

Gaming is a version of fraud. Penalties for gaming shall be consistent with penalties for other kinds of fraud. The following prohibitions and requirements shall apply:

1. Aggregators shall not systematically target, recruit, or enroll customers who have experienced a non-routine decline in baseline consumption within the prior twelve months.
2. Aggregators shall not systematically target, recruit, or enroll customers who expect to experience a decline in energy consumption due to non-routine events within the coming twelve months.
3. Aggregators shall not recommend nor implement any changes to the Participant's facility that would qualify as a Non-Routine Event.
4. Aggregators may request that the M&V Provider make non-routine adjustments to their project portfolio.
5. Aggregators shall enroll all projects in their P4P portfolio within 30 days of any claimable energy efficiency interventions.

In the absence of documented fraudulent activity, NREs within the performance period do not in and of themselves constitute a gaming issue. NREs become a cause for concern when the frequency of consumption-reducing NREs becomes so high that their occurrence cannot be explained by random selection. The threshold for determining gaming concerns shall be determined as follows:

1. For an Aggregator portfolio with n participants, recruited from a universe of N eligible customers, determine the frequency, K , of the Non-Routine event in question within the population N . Assume all customers have an equal probability of experiencing a Non-Routine Event, $p = K/N$.
2. If the Aggregator's expected frequency of NREs is np and the actual frequency is k , estimate the probability that k NREs would occur through random selection of n participants from the population of N eligible customers. If that probability is less than 50 percent with 90 percent confidence, then investigate to determine

if gaming has occurred. If the probability is less than 10 percent with 90 percent confidence, then gaming is presumed to have occurred unless the Aggregator can prove otherwise.

Calculation of Claimable Savings

Category	Residential P4P
Applicable Measure Codes:	All measures suitable for retrofits of residential housing. Aggregators shall report actual measures installed as part of project enrollment.
Measure Description:	<p>MCE’s Residential Pay-for-Performance (P4P) Program seeks to develop a scalable model for residential interventions that leverages rapidly emerging market actors and products while minimizing administrative and implementation costs. The objective is to increase the number of comprehensive residential upgrades in MCE territory, particularly in Advanced Lighting and Lighting Controls, Heating, Ventilation and Air-Conditioning (HVAC), Appliances, Building Weatherization measures alongside behavior and operational interventions.</p> <p>Measure Treatment: The P4P program is designed to offer maximum flexibility for retrofit options coupled with operational and behavioral interventions. As a result, there is no list of required measures and the list of eligible measures is treated as non-exclusive. MCE will require Aggregators to report intervention tactics and associated implementation dates to inform the evaluation process.</p> <p>Customers with solar PV or who add solar PV while enrolled must provide verifiable production data to calculate energy savings for that site.</p>
Energy Impact Common Units:	MCE will pay for kWh and Therm consumption reductions achieved by each Aggregator on a portfolio basis.
Base Case Description:	Base case is existing building conditions. Utility claimable energy savings will be determined using quasi-experimental design practices that control for exogenous factors such as naturally occurring savings attributable to building standards and natural adoption.
Base Case Energy Consumption:	Whole building or meter-level hourly and daily electricity (kWh) and gas (Therms) consumption.
Measure Energy Consumption:	Not applicable.
Energy Savings (Base Case – Measure):	<p>Aggregators shall calculate and report predicted measure-level savings at time of enrollment, applying CPUC-approved calculation methods (e.g., deemed savings, approved workpapers, or approved energy simulation models). All direct energy/demand impacts, either positive or negative (e.g. heat recovery heat exchanger saves gas but increases electricity use), must be included in savings claims. Indirect/interactive impacts must be included in savings claims, whether positive or negative (e.g. interactive effects from efficient lighting increasing HVAC gas use).</p> <p>Actual gross savings are to be reported as Aggregators portfolio-level aggregate avoided energy use. Gross savings are determined by composing a comparison group of non-participating customers that matches the characteristics of the participant population as closely as possible. The size of both the participant group and the comparison group must be large enough to support the estimation of gross savings that are sufficiently precise to meet the Enhanced level of rigor for the Gross Energy Impact Protocol as contained in the California Energy Efficiency Evaluation Protocols. Savings shall be estimated from two years of post-implementation metered energy consumption.</p>
Costs Common Units:	\$ per kWh, or \$ per Therm
Base Case Equipment Cost (\$/unit):	Not applicable because measures will be reported as project-level Full Measure Costs

Measure Equipment Cost (\$/unit):	Aggregators shall report project-level Full Measure Costs
Gross Measure Cost (\$/unit)	Same as Measure Equipment Cost
Measure Incremental Cost (\$/unit):	Not applicable
Effective Useful Life (years):	Apply CPUC-approved measure-specific EULs to calculate weighted average project and portfolio EULs (update based on proposals)
Measure Application Type:	Projects may incorporate any combination of the following Measure Application Types: Normal Replacement; Accelerated Replacement; Add-On-Equipment; Weatherization; Behavioral, RCx, and Operations (BROs), or whole house.
Net-to-Gross Ratios:	Apply default Net-to-Gross ratio of 0.85 (Residential Single Family) per Commission direction (<i>DEER Resolution: October 12, 2018</i> http://docs.cpuc.ca.gov/publisheddocs/published/g000/m232/k459/232459122.pdf).

Appendix B
MCE Standard Form

Appendix B
MARIN CLEAN ENERGY
ENERGY EFFICIENCY PROGRAMS STANDARD SHORT FORM CONTRACT

(FIRST) AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND (IMPLEMENTER)

THIS (FIRST) AGREEMENT ("Agreement") is made and entered into this day **Month Day, 2019** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and (IMPLEMENTER), hereinafter referred to as "Implementer."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the services described in **Exhibit A**;

WHEREAS, Implementer is a third-party program implementer that will implement the contracted-for energy efficiency program ("Program");

WHEREAS, Implementer warrants that it is qualified and competent to render the aforesaid Services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by MCE, the parties agree to the following:

1. SCOPE OF SERVICES:

Implementer agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof. "Services" shall mean all of the services described in **Exhibit A**, and any other work performed by Implementer pursuant to the Agreement and any related purchase orders.

2. FURNISHED SERVICES:

MCE agrees to make available all pertinent data and records for review, subject to MCE Policy 001 - Confidentiality.

3. FEES AND PAYMENT SCHEDULE: INVOICING:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Implementer shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Implementer is responsible for billing MCE in a timely and accurate manner. Implementer shall email invoices to MCE on a monthly basis for any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable. The final invoice must be submitted within 30 days of completion of the stated scope of services or termination of this Agreement. MCE will process payment for undisputed invoiced amounts within 30 days.

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$,000**.

5. TERM OF AGREEMENT:

This Agreement shall commence on **Month Day, 2019**, and shall continue, unless terminated earlier in accordance with the terms of this Agreement, until **Month Day, 2019** Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Implementer.

6. INSURANCE AND SAFETY:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

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Nothing herein shall be construed as a limitation on Implementer's obligations under paragraph 17 of this Agreement to indemnify, defend and hold MCE harmless from any and all liabilities arising from the Implementer's negligence, recklessness or willful misconduct in the performance of this Agreement. MCE agrees to timely notify the Implementer of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the agreement. In addition to any other available remedies, MCE may suspend payment to the Implementer for any services provided during any time that insurance was not in effect and until such time as the Implementer provides adequate evidence that Implementer has obtained the required coverage.

6.1 GENERAL LIABILITY

The Implementer shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. MCE shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

6.2 AUTO LIABILITY

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Implementer in order to perform said services, Implementer shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

6.3 WORKERS' COMPENSATION

The Implementer acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Implementer has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCE prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE (REQUIRED IF CHECKED)

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the Implementer must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Implementer shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, MCE may ask for evidence that Implementer has segregated amounts in a special insurance reserve fund or Implementer's general insurance reserves are adequate to provide the necessary coverage and MCE may conclusively rely thereon.

6.5 PRIVACY AND CYBERSECURITY LIABILITY. Privacy and cybersecurity liability (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs) of at least \$1,000,000 US per occurrence.

Implementer shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement. Implementer shall monitor the safety of the job site(s) during the project to comply with all applicable federal, state, and local laws, and to follow safe work practices.

7. NONDISCRIMINATORY EMPLOYMENT:

Implementer and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Implementer and/or any permitted subcontractor understands and agrees that Implementer and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all federal, state and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Implementer shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of MCE except for any subcontract work identified herein. If Implementer hires a subcontractor under this Agreement, Implementer shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Implementer under this Agreement and shall require subcontractor to name Implementer as additional insured under this Agreement. It shall be Implementer's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to MCE evidence of same. Nothing contained in this Agreement or otherwise stated between the parties shall create any legal or contractual relationship between MCE and

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any subcontractor, and no subcontract shall relieve Implementer of any of its duties or obligations under this Agreement. Implementer shall be solely responsible for ensuring its subcontractors' compliance with the terms and conditions of this Agreement. Implementer's obligation to pay its subcontractors is an independent obligation from MCE's obligation to make payments to Implementer. As a result, MCE shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Agreement are personal to the Implementer and may not be transferred or assigned without the express prior written consent of MCE.

10. RETENTION OF RECORDS AND AUDIT PROVISION:

Implementer and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MCE shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Contract period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Implementer's premises or, at MCE's option, Implementer shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MCE. Implementer shall refund any monies erroneously charged. Implementer shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by MCE based on undisputed audit findings.

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Implementer, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of MCE upon payment to Implementer for such work. MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to Implementer or to any other party. Implementer shall, at MCE's expense, provide such reports, plans, studies, documents and writings to MCE or any party MCE may designate, upon written request. Implementer may keep file reference copies of all documents prepared for MCE.

12. TERMINATION:

- A. If Implementer fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, MCE may terminate this Agreement by giving five (5) business days' written notice to the party involved.
- B. Implementer shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which Implementer has no control.
- C. Either party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days' written notice to the other party. Notice of termination shall be by written notice to the other parties and be sent by registered mail or by email to the email address listed in Section 20 Invoices; Notices.
- D. In the event of termination not the fault of Implementer, Implementer shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s). Notwithstanding anything contained in this Section 12, in no event shall MCE be liable for lost or anticipated profits or overhead on uncompleted portions of the Services. Implementer shall not enter into any agreement, commitments or subcontracts that would incur significant cancellation or termination costs without prior written approval of MCE, and such written approval shall be a condition precedent to the payment of any cancellation or termination charges by MCE under this Section 12. Also, as a condition precedent to the payment of any cancellation or termination charges by MCE under this Section 12, Implementer shall have delivered to MCE any and all reports, drawings, documents and deliverables prepared for MCE before the effective date of such cancellation or termination.
- E. This Agreement shall be subject to changes, modifications, or termination by order or directive of the California Public Utilities Commission ("CPUC"). The CPUC may from time to time issue an order or directive relating to or affecting any aspect of this Agreement, in which case MCE shall have the right to change, modify or terminate this Agreement in any manner to be consistent with such CPUC order or directive. MCE may also terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.
- F. Upon MCE's termination of this Agreement for any reason, Implementer shall, and shall cause each Implementer Party to, bring the Services to an orderly conclusion as directed by MCE. Implementer and each Implementer Party shall vacate the worksite but shall not remove any material, plant or equipment thereon without the approval of MCE. MCE, at its option, may take possession of any portion of the Services paid for by MCE.

13. AMENDMENT:

This Agreement may be amended or modified only by written agreement of all parties.

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14. ASSIGNMENT OF PERSONNEL:

The Implementer shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MCE, as is evidenced in writing.

15. GOVERNING LAW AND VENUE:

This Agreement shall be governed by the internal laws of the State of California, with reference to its conflict of laws principles. In the event of any litigation to enforce or interpret any terms of this Agreement, such action shall be brought in a Superior Court of the State of California located in Marin County (or if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Northern District of California), and the parties hereby submit to the exclusive jurisdiction of such courts.

16. DISPUTES:

Either Party may give the other Party written notice of any dispute which has not been resolved at a working level. Any dispute that cannot be resolved between Implementer's contract representative and MCE's contract representative by good faith negotiation efforts shall be referred to Legal Counsel of MCE and an officer of Implementer for resolution. Within 20 calendar days after delivery of such notice, such persons shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If MCE and Implementer cannot reach an agreement within a reasonable period of time (but in no event more than 30 calendar days), MCE and Implementer shall have the right to pursue all rights and remedies that may be available at law or in equity. In particular, Implementer shall have right to request arbitration or mediation to resolve the dispute and MCE shall be required to participate in arbitration or mediation in good faith. All negotiations and any mediation agreed to by the Parties are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

17. REPRESENTATIONS; WARRANTIES; INDEMNIFICATION:

17.1 LICENSING. At all times during the performance of the Services, Implementer represents, warrants and covenants that it has and shall, and shall cause each Implementer Party to obtain and maintain, at its sole cost and expense, all required licenses and registrations required for the operation of its business and the performance of the Services. Implementer shall promptly provide copies of such licenses and registrations to MCE at the request of MCE.

17.2 PERFORMANCE ASSURANCE; BONDING. At all times during the performance of the Services, Implementer providing any direct installation services represents, warrants and covenants that it has and shall, and shall cause each Implementer Party, obtain and maintain, at its sole cost and expense, all bonding requirements of the California State License Board, as may be applicable. Regardless of the specific Services provided, Implementer shall also maintain any payment and/or performance assurances as may be requested by MCE during the performance of the Services.

17.3 GOOD STANDING. Implementer represents and warrants that (a) it is a [corporation/limited liability company/partnership] duly organized, validly existing and in good standing under the laws of the State of [insert state of organization] and (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified to do business and in good standing under the laws of the State of California and each other jurisdiction wherein the nature of its business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.

17.4 SAFETY. During the term of this Agreement, Implementer continuously represents, warrants and covenants that it shall, and shall cause each Implementer Party to:

- (a) abide by all applicable federal and state Occupational Safety and Health Administration requirements and other applicable federal, state, and local rules, regulations, codes and ordinances to safeguard persons and property from injury or damage;
- (b) abide by all applicable MCE security procedures, rules and regulations and cooperate with MCE security personnel whenever on MCE's property;
- (c) abide by MCE's standard safety program contract requirements as may be provided by MCE to Implementer from time to time;
- (d) provide all necessary training to its employees, and require subcontractors to provide training to their employees, about the safety and health rules and standards required under this Agreement; and
- (e) have in place an effective Injury and Illness Prevention Program that meets the requirements all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code. Additional safety requirements (including MCE's standard safety program contract requirements) are set forth elsewhere in the Agreement, as applicable, and in MCE's safety handbooks as may be provided by MCE to Implementer from time to time.

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17.5 BACKGROUND CHECKS.

(a) Implementer hereby represents, warrants and certifies that any personnel of Implementer or Implementer Party having or requiring access to MCE's assets, premises, customer property, data or systems ("Covered Personnel") shall have successfully passed background screening on each such individual, prior to receiving access, which screening may include, among other things to the extent applicable to the Services, a screening of the individual's educational background, employment history, valid driver's license, and court record for the seven (7) year period immediately preceding the individual's date of assignment to the project.

(b) Notwithstanding the foregoing and to the extent permitted by applicable law, in no event shall Implementer permit any Covered Personnel to have one or more convictions during the seven (7) year period immediately preceding the individual's date of assignment to the project, or at any time after the individual's date of, assignment to the project, for any of the following ("Serious Offense"): (i) a "serious felony," similar to those defined in California Penal Code Sections 1192.7(c) and 1192.8(a), or a successor statute, or (ii) any crime involving fraud (such as, but not limited to, crimes covered by California Penal Code Sections 476, 530.5, 550, and 2945, California Corporations Code 25540), embezzlement (such as, but not limited to, crimes covered by California Penal Code Sections 484 and 503 et seq.), or racketeering (such as, but not limited to, crimes covered by California Penal Code Section 186 or the Racketeer Influenced and Corrupt Organizations("RICO") Statute (18 U.S.C. Sections 1961-1968)).

(c) To the maximum extent permitted by applicable law, Implementer shall maintain documentation related to such background and drug screening for all Covered Personnel and make it available to MCE for audit if required pursuant to the audit provisions of this Agreement.

(d) To the extent permitted by applicable law, Implementer shall notify MCE if any of its Covered Personnel is charged with or convicted of a Serious Offense during the term of this Agreement. Implementer will also immediately prevent that employee, representative, or agent from performing any Services.

17.6 FITNESS FOR DUTY. Implementer shall ensure that all Covered Personnel report to work fit for their job. Covered Personnel may not consume alcohol while on duty and/or be under the influence of drugs or controlled substances that impair their ability to perform their work properly and safely. Implementer shall, and shall cause its subcontractors to, have policies in place that require their employees report to work in a condition that allows them to perform the work safely. For example, employees should not be operating equipment under medication that creates drowsiness.

17.7 INDEMNIFICATION. Implementer agrees to indemnify, defend, and hold MCE, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Implementer's negligence, recklessness or willful misconduct in the performance of this Agreement.

18. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

MCE is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. MCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Implementer shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MCE's constituent members in connection with this Agreement.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Implementer shall comply with any and all applicable federal, state and local laws, regulations and resolutions (including, but not limited to all CPUC policies and guidance for energy efficiency programs, the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Marin County Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement.

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20. INVOICES; NOTICES:

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted by email to:

Email Address: invoices@mcecleanenergy.org

All other notices shall be given to MCE at the following location:

Contract Manager: Troy Nordquist

MCE Address: 1125 Tamalpais Avenue

San Rafael, CA 94901

Email Address: contracts@mcecleanenergy.org

Telephone No.: (415) 464-6027

Notices shall be given to Implementer at the following address:

Implementer:

Address:

Email Address:

Telephone No.:

21. ACKNOWLEDGEMENT OF EXHIBITS:

In the event of a conflict between the Terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement will govern.

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>IMPLEMENTER'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	Fees and Payment	

22. DATA COLLECTION AND OWNERSHIP REQUIREMENTS:

22.1. DEFINITION OF "MCE DATA". "MCE Data" shall mean all data or information provided by or on behalf of MCE, including but not limited to, customer Personal Information; energy usage data relating to, of, or concerning, provided by or on behalf of any customers; all data or information input, information systems and technology, software, methods, forms, manual's, and designs, transferred, uploaded, migrated, or otherwise sent by or on behalf of MCE to Implementer as MCE may approve of in advance and in writing (in each instance); account numbers, forecasts, and other similar information disclosed to or otherwise made available to Implementer. MCE Data shall also include all data and materials provided by or made available to Implementer by MCE's licensors, including but not limited to, any and all survey responses, feedback, and reports subject to any limitations or restrictions set forth in the agreements between MCE and their licensors.

"Confidential Information" under this Agreement shall have the same meaning as defined in the Marin Clean Energy Non-Disclosure Agreement between the parties dated [MONTH YEAR]

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22.2. DEFINITION OF “PERSONAL INFORMATION”. “Personal Information” includes but is not limited to the following: personal and entity names, e-mail addresses, addresses, phone numbers, any other public or privately-issued identification numbers, IP addresses, MAC addresses, and any other digital identifiers associated with entities, geographic locations, users, persons, machines or networks. Implementer shall comply with all applicable laws, rules, and regulations related to the use, collection, storage, and transmission of Personal Information.

22.3. MCE DATA SECURITY MEASURES. Prior to Implementer receiving any MCE Data, Implementer shall comply, and at all times thereafter continue to comply, in compliance with MCE’s Data security policies set forth in MCE Policy 009 and MCE’s Advanced Metering Infrastructure (AMI) Data Security and Privacy Policy (“Security Measures”) and pursuant to MCE’s Confidentiality provisions in Section 5 of the Marin Clean Energy Non-Disclosure Agreement between the parties dated [MONTH YEAR]. MCE’s Security Measures and Confidentiality provisions require Implementer to adhere to reasonable administrative, technical, and physical safeguard protocols to protect the MCE’s Data from unauthorized handling, access, destruction, use, modification or disclosure.

22.4. IMPLEMENTER DATA SECURITY MEASURES. Additionally, Implementer shall, at its own expense, adopt and continuously implement, maintain and enforce reasonable technical and organizational measures, consistent with the sensitivity of Personal Information and Confidential Information including, but not limited to, measures designed to (1) prevent unauthorized access to, and otherwise physically and electronically protect, the Personal Information and Confidential Information, and (2) protect MCE content and data against unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

22.5. RETURN OF MCE DATA. Promptly after this Agreement or a Statement of Work terminates or expires, and for each completed Statement of Work (i) Implementer will securely destroy all MCE Data in its possession with respect to each terminated or expired Statement of Work and certify the secure destruction in writing to MCE, and (ii) each party will return (or if requested by the disclosing party, destroy) all other Confidential Information and property of the other (if any) with respect to each terminated or expired Statement of Work, provided that Implementer’s attorney shall be permitted to retain a copy of such records or materials solely for legal purposes.

22.6. OWNERSHIP AND USE RIGHTS.

- a) **MCE Data.** Unless otherwise expressly agreed to by the Parties, MCE shall retain all of its rights, title and interest in MCE’s Data.
- b) **Program Intellectual Property.** Unless otherwise expressly agreed to by the Parties, any and all materials, information, or other work product created, prepared, accumulated or developed by Implementer or any Implementer Party under this Agreement with Program funds (“Program Intellectual Property”), including inventions, processes, templates, documents, drawings, computer programs, designs, calculations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, manuals, visual materials, data models and samples, including summaries, extracts, analyses and preliminary or draft materials developed in connection therewith, shall be owned by MCE on behalf and for the benefit of their respective customers.
- c) **Program Intellectual Property will be owned by MCE upon its creation.** Implementer agrees to execute any such other documents or take other actions as MCE may reasonably request to perfect MCE’s ownership in the Program Intellectual Property.
- d) **Implementer’s Pre-Existing Materials.** If, and to the extent Implementer retains any preexisting ownership rights (“Implementer’s Pre-Existing Materials”) in any of the materials furnished to be used to create, develop, and prepare the Program Intellectual Property, Implementer hereby grants MCE and the Program Participants on behalf of their respective customers and the CPUC for governmental and regulatory purposes an irrevocable, assignable, non-exclusive, perpetual, fully paid up, worldwide, royalty-free, unrestricted license to use and sublicense others to use, reproduce, display, prepare and develop derivative works, perform, distribute copies of any intellectual or proprietary property right of Implementer or any Implementer Party for the sole purpose of using such Program Intellectual Property for the conduct of MCE’s business and for disclosure to the CPUC for governmental and regulatory purposes related thereto. Unless otherwise expressly agreed to by the Parties, Implementer shall retain all of its rights, title and interest in Implementer’s Pre-Existing Materials. Any and all claims to Implementer’s Pre-Existing Materials to be furnished or used to prepare, create, develop or otherwise manifest the Program Intellectual Property must be expressly disclosed to MCE prior to performing any Services under this Agreement. Any such Pre-Existing Material that is modified by work under this Agreement is owned by MCE.

22.7 BILLING, ENERGY USE, AND PROGRAM TRACKING DATA.

- a) Implementer shall comply with and timely cooperate with all CPUC directives, activities, and requests regarding the Program and Project evaluation, measurement, and verification (“EM&V”). For the avoidance of doubt, it is the responsibility of Implementer to be aware of all CPUC requirements applicable to the Services of this Agreement.

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- b) Implementer shall make available to MCE upon demand, detailed descriptions of the program, data tracking systems, baseline conditions, and participant data, including financial assistance amounts.
- c) Implementer shall make available to MCE any revisions to Implementer's program theory and logic model ("PTLM") and results from its quality assurance procedures, and comply with all MCE EM&V requirements, including reporting of progress and evaluation metrics.

23. WORKFORCE STANDARDS:

At all times during the term of the Agreement, Implementer shall comply with, and shall cause all Implementer Parties to comply with, the workforce qualifications, certifications, standards and requirements set forth in this Section 23 ("Workforce Standards"). The Workforce Standards shall be included in their entirety in Implementer's Final Implementation Plan. Final Implementation Plan shall mean as it is defined in the deliverables for the Services listed in Exhibit A. Prior to commencement of any Services, once per calendar year, and at any other time as may be requested by MCE, Implementer shall provide all documentation necessary to demonstrate to MCE's reasonable satisfaction that Implementer has complied with the Workforce Standards.

23.1 HVAC STANDARDS. For any non-residential project pursuant to this Agreement installing, modifying or maintaining a Heating Ventilation and Air Conditioning ("HVAC") system or component with incentives valued at \$3,000 or more, Implementer shall ensure that each worker or technician involved in the project, including all employees and agents of its subcontractors, meets at least one of the following workforce criteria:

- a) Completed an accredited HVAC apprenticeship;
- b) Is enrolled in an accredited HVAC apprenticeship;
- c) Completed at least five years of work experience at the journey level as defined by the California Department of Industrial Relations, Title 8, Section 205, of the California Code of Regulations, passed a practical and written HVAC system installation competency test, and received credentialed training specific to the installation of the technology being installed; or
- d) Has a C-20 HVAC contractor license issued by the California Contractor's State Licensing Board.

This standard shall not apply where the incentive is paid to any manufacturer, distributor, or retailer of HVAC equipment, unless the manufacturer, distributor, or retailer installs or contracts for the installation of the equipment.

23.2 ADVANCED LIGHTING CONTROLS STANDARDS. For any non-residential project pursuant to this Agreement involving installation, modification, or maintenance of lighting controls with incentives valued at \$2,000 or more, Implementer shall ensure that all workers or technicians involved in the project, including those of its subcontractors are certified by the California Advanced Lighting Controls Training Program ("CALTP"). This requirement shall not apply where the incentive is paid to a manufacturer, distributor, or retailer of lighting controls unless the manufacturer, distributor, or retailer installs or contracts for installation of the equipment.

24. FINANCIAL STATEMENTS:

Implementer shall deliver financial statements on an annual basis or as may be reasonably requested by MCE from time to time. Such financial statements or documents shall be for the most recently available audited or reviewed period and prepared in accordance with generally-accepted accounting principles. MCE shall keep such information confidential if requested by Implementer, except as provided by law and to provision to the CPUC may be required from time to time under confidentiality procedures, where applicable.

25. QUALITY ASSURANCE PROCEDURES:

Implementer shall comply with the following requirements (the "Quality Assurance Procedures"): ***[Quality Assurance Procedures to be negotiated from Proposal received by Implementer]***

Additionally, Quality Assurance Procedures must include, but are not limited to: (i) industry standard best practices; and (ii) procedures that ensure Measure functionality, customer satisfaction, and that the Minimum Qualifications are satisfied.

26. COORDINATION WITH OTHER PROGRAM ADMINISTRATORS:

Implementer shall coordinate with other Program Administrators, including investor-owned utilities and local government agencies authorized by the CPUC to implement CPUC-directed energy efficient programs, administering energy efficiency programs in the same geographic area as MCE. These other Program Administrators include: Pacific Gas and Electric Company and Bay Area Regional Energy Network. The CPUC may develop further rules related to coordination between Program Administrators in the same geographic area, and any Implementer is required to comply with such rules.

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27. ACCESS TO CUSTOMER SITES:

Implementer shall be responsible for obtaining any and all access rights from customers and other third parties to the extent necessary to perform the Services. Implementer shall also procure any and all access rights from Implementer Parties, customers and other third parties in order for MCE and CPUC employees, representatives, designees and contractors to inspect the Services.

28. MEASUREMENT AND VERIFICATION REQUIREMENTS, INCLUDING GUIDELINES ABOUT NORMALIZED METERED ENERGY CONSUMPTION (“NMEC”) DESIGN REQUIREMENTS:

Implementer shall:

1. Only enroll customers that qualify for Program services.
2. Comply with current policies, procedures, and other required documentation as required by MCE;
3. Report Customer Participation Information to MCE.
4. Work with MCE’s evaluation team to define Program-specific data collection and evaluability requirements, and in the case of NMEC which independent variables shall be normalized.

Throughout the Term, MCE may identify new net lifecycle energy savings estimates, net-to- gross ratios, effective useful lives, or other values that may alter Program Net Lifecycle Energy Savings, as defined in Exhibit A, if applicable. Implementer shall use modified values upon MCE’s request, provided MCE modifies Implementer’s Program budget and/or overall Program net lifecycle Energy Savings consistent with the requested change. MCE will determine any budget increases or decreases in its sole discretion.

For Programs claiming to-code savings: Implementer shall comply with Applicable Law and work with MCE to address elements in its Program designs and Implementation Plans, such as:

1. Identifying where to-code savings potential resides;
2. Specifying which equipment types, building types, geographic allocations, and/or customer segments promise cost-effective to-code savings;
3. Describing the barriers that prevent code-compliant equipment replacements;
4. Explaining why natural turnover is not occurring within certain markets or for certain technologies; and
5. Detailing the program interventions that would effectively accelerate equipment turnover.

29. SEVERABILITY:

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provision, will continue in full force and effect and will in no way be impaired or invalidated.

30. COMPLETE AGREEMENT:

This Agreement along with any attached Exhibits constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

31. COUNTERPARTS:

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

APPROVED BY

Marin Clean Energy:

By: _____

CEO

Date: _____

By: _____

Chairperson

Date: _____

IMPLEMENTER:

By: _____

Name: _____

Date: _____

Appendix B

MODIFICATIONS TO ENERGY EFFICIENCY STANDARD SHORT FORM

Standard Short Form Content Has Been Modified

List sections affected: _____

Approved by MCE Counsel: _____

Date: _____

SAMPLE

Appendix B
EXHIBIT A
SCOPE OF SERVICES (required)

Implementer will provide the following ___ services as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement.

SAMPLE

Appendix B

EXHIBIT B FEES AND PAYMENT SCHEDULE

For services provided under this Agreement, MCE shall pay Implementer, in accordance with the following payment schedule:

Implementer shall bill MCE monthly. In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of **\$,000** for the term of the Agreement.

SAMPLE