Request for Offers

Energy Efficiency (DSM) Software Procurement and Implementation Planning Consultant
October 9, 2017

Marin Clean Energy ("MCE"), a California Joint Powers Authority, seeks a qualified organization or individual to manage the procurement and implementation of a Program Management Platform\(^1\) for MCE’s Customer Programs team.

I. About MCE

Located in San Rafael, MCE is a Community Choice Aggregation ("CCA") program 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 the cities of Benicia, Concord, Danville, El Cerrito, Lafayette, Martinez, Moraga, Oakley, Pinole, Pittsburg, Richmond, San Pablo, San Ramon and Walnut Creek.

About MCE’s Customer Programs Team

MCE is the only CCA that administers ratepayer funded energy efficiency and low-income programs under the auspices of the California Public Utilities Commission. These programs are currently focused on the Small Commercial, Multi-family, and Single-family sector. MCE has an application pending before the CPUC which could expand MCE’s offerings to include programs that focus on the Industrial and Agricultural sectors.

MCE additionally offers smaller scale revenue funded pilots in the distributed energy resources (DER) space. Examples of past pilots have included residential demand response programs, electric vehicle service equipment (EVSE) rebate programs, and low-income solar rooftop rebate programs.

II. Proposed Scope of Work

MCE’s Customer Programs team recently conducted an analysis of the current state and the desired future state of demand side management program implementation and associated data management and tracking at MCE. One outcome of the analysis was a roadmap to implementing a new program management software platform. This platform will integrate data from different sources and will allow access by various MCE stakeholders during program implementation. *The platform supports six main functions of the Customer Programs team as shown below in*…

\(^{1}\) The Program Management Platform is an information system used for demand side management program execution, tracking, and reporting.
Table 1. A detailed list of requirements is provided in Appendix A.

<table>
<thead>
<tr>
<th>Portfolio and Program Setup</th>
<th>Partner / Implementer Enrollment and Onboarding</th>
<th>Project Application Processing &amp; Approval</th>
<th>Rebate and Incentive Tracking</th>
<th>Payment Processing</th>
<th>Performance &amp; Portfolio Satisfaction Tracking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Process for designing and configuring programs, identification of products and measures.</td>
<td>Enrollment process for prospective partners.</td>
<td>New customer / project intake process; streamlined application processing workflow.</td>
<td>System of verification and workflow to support the conversion of program applications to new projects.</td>
<td>Tracking of prospective, in progress and completed projects with visibility and tools to interact with partners.</td>
<td>Project verification, close out and customer / partner payment.</td>
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<td>Process to track customer and partner satisfaction via post-implementation surveys and customer engagement campaigns.</td>
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</table>

MCE seeks a qualified organization or individual to manage the process of soliciting, evaluating and selecting a Program Management Platform (PMP) implementation vendor, overseeing the implementation of the selected PMP, and transitioning responsibility for ongoing management of the PMP to MCE staff. A contract awarded as a result of this Request for Offers ("RFO") will include the following proposed scope of work, subject to revision:

- Initiate and maintain a project plan for implementation of a Program Management Platform.
- Review and consult on existing list of requirements (included in Appendix A)
- Develop solicitation documents (eg Request for Proposal) for an implementation vendor using revised list of requirements.  
- Manage the RFP process, and assist MCE staff with evaluating proposals and selecting the winning bidder.
- Manage implementation vendor and MCE project teams throughout PMP implementation process.
- Train MCE staff to administer the PMP system and vendor relationship

We estimate that this project will require 0.5-0.8 FTE over a period of five to eight months.

### III. Required Content of Offers

Offers must include all of the following components in sufficient detail to allow MCE to evaluate the offer (using the criteria in Section IV):

- **Introduction/Cover Sheet.** Briefly introduce the organization or individual and summarize relevant experience.

- **Proposed Work Plan and Timeline.** Describe the major tasks and estimated timeline required in order to complete the above noted scope of work.

- **Price.** Offers should include pricing for any items in or related to the scope of work for which MCE would be billed.

- **Information and Resources Required from MCE.** Please indicate what, if any, additional resources or information would be required from MCE in order to complete the scope of work.

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Note: The individual or organization serving as Energy Efficiency (DSM) Software Procurement and Implementation Planning Consultant will not be eligible to bid on the implementation of the Program Management Platform.
e. **Statement of Qualifications.** Describe the organization’s specific qualifications that will enable it to undertake and successfully perform each function or task in the scope of work. Attach copies of any relevant licenses and certifications.

f. **References.** Provide three business references that can attest to the organization’s work history and the general quality of work performed.

g. **Financial statements.** Please provide a copy of the organization’s audited financial statement, or an equivalent record, for the most recently completed fiscal year.

IV. **Evaluation Criteria**

MCE will evaluate offers using the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
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</thead>
<tbody>
<tr>
<td>Completeness of Offer</td>
<td>25%</td>
</tr>
<tr>
<td>Relevant Experience</td>
<td>50%</td>
</tr>
<tr>
<td>Pricing</td>
<td>25%</td>
</tr>
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</table>

V. **Key Deadlines and Submission Requirements**

a. **Submission Deadline.** To be eligible for consideration, all offers must be submitted via email, in either pdf or docx (Word) file format, no later than Friday, November 3rd, 2017, to:

   MCE Contracts Manager
   contracts@mcecleanenergy.org

b. **Selection of Contractor and Award.** Subject to the General Terms and Conditions below, MCE anticipates that the Contractor selection process will be completed by Friday, November 10th, 2017.

VI. **General Terms and Conditions**

a. **MCE’s Reserved Rights.** MCE may, at its sole discretion: withdraw this RFO at any time, reject any or all offers or proposals submitted without awarding a contract, and/or extend the date scheduled for notification of an award. Respondents are solely responsible for any costs or expenses incurred in connection with the preparation and submittal of an offer or proposal, as well as any costs that may be incurred by successful respondent(s) during contract negotiations.

b. **Public Records.** All documents submitted in response to this RFO 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.

c. **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.

VII. **Questions**

All interested parties and potential respondents should notify MCE via email as soon as possible in order to receive copies of any questions submitted to MCE regarding this solicitation and MCE’s responses, in addition to any updates that MCE may release. Any questions about this RFO must be submitted no later than October 18, 2017, to:

   MCE Contracts Manager
   contracts@mcecleanenergy.org

Thank you for your interest!
# Appendix A. Program Management Platform Requirements

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Sub-Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Centralized database of all program portfolios managed and proposed by MCE for Demand Side Programs</td>
<td>1.1 Create and maintain program records with key attributes such as Program Name, Budget, Expected Energy Savings.</td>
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<tr>
<td></td>
<td>1.2 Ability to associate programs to related records (i.e. products, applications, portfolio) as part of the relational database.</td>
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<td></td>
<td>1.3 Establish Deemed Measure List</td>
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<td>Central platform for partners to submit enrollment details and upload documents for MCE repository</td>
<td>2.1 Ability to store partner account data and to associate records to requests, applications, customers, and other tables as part of the relational database.</td>
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<td></td>
<td>2.2 Customizable web based enrollment forms and workflow for prospective partners to apply to work with MCE, with ability to provision secure access to multiple partner users for submission and to monitor their application status. Forms will feed the partner account tables for routing and approval by MCE.</td>
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<td>2.3 Submit inquiries and view history of communications and requests to and from MCE through secure portal.</td>
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<td>Digital onboarding and legal documentation by program/work type</td>
<td>3.1 Ability to upload/sign contracts digitally.</td>
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<td>3.2 Track changes to performance-based contracts</td>
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<td>3.3 Ability to record training completion by partner.</td>
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<tr>
<td>Basic Customer Reference Data Required for General Inquiries, and Rebate Fulfillment Process</td>
<td>4.1 Ability to store basic customer account data and to associate customer data records to requests and applications.</td>
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<tr>
<td>Requirement</td>
<td>Sub-Requirements</td>
</tr>
<tr>
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<tr>
<td>5.1</td>
<td>Ability to receive and send Webform documents (tied to customer) through application cycle in order to approve projects.</td>
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<tr>
<td>5.2</td>
<td>Ability to store multiple PDF documents (tied to customer, project or measure) through application cycle in order to review and approve projects.</td>
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<tr>
<td>5.3</td>
<td>Capture customer site details from site visits and other engagements with customer</td>
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<td>5.4</td>
<td>Capture and integrate third party customer data sources TBD in the future, such as AMI data for benchmarking.</td>
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<tr>
<td>5.5</td>
<td>Capture and track customer asset aging data for potential future engagement based on asset lifecycle</td>
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<tr>
<td>5.6</td>
<td>Ability to provide approval on customer application forms through digital signatures</td>
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<tr>
<td>5.7</td>
<td>Ability to track performance of individual demand response events and link to customer account</td>
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<tr>
<td>5.8</td>
<td>Integration with MCE Load Serving Entity California Independent System Operator portal for insights into market programs a customer might be participating in.</td>
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<tr>
<td>6.1</td>
<td>Scheduling tool to track partner and customer engagement with ability to document interactions, such as follow-ups and reminders.</td>
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<tr>
<td>7.1</td>
<td>Notification system based on project lifecycle that can send pre-populated messages to customers and implementers. For instance, send communications to partner and/or customers notifying project status.</td>
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<td>7.2</td>
<td>Ability to filter applications by processing phase and identify aging applications based on pre-set criteria</td>
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<td>8.1</td>
<td>Ability to compare submitted measures against MCE approved deemed measure listings</td>
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<tr>
<td>9.1</td>
<td>Ability for third party implementer to record comments and provide bi-weekly project Red/Amerber/Green (RAG) status</td>
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<tr>
<td>9.2</td>
<td>Ability to track performance metrics against benchmarks pre-determined by program type</td>
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</tbody>
</table>

**Aggregate and route information by customer account to centralize application process**

**Scheduling tool with multi-party calendar view**

**Dashboard and notifications to report status throughout application/project lifecycle**

**Track documentation for custom project approvals**

**Dashboard view of project and program lifecycle, highlighting partner performance metrics**
<table>
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<th>Requirement</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Digital routing and storage of verification documents</td>
<td>10.1 Ability to upload verification documents for digital signatures</td>
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<td>10.2 Ability to enter data on mobile devices to provide verification of site details</td>
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<tr>
<td>Ability to track reporting metrics for California Public Utilities Commission (CPUC) and MCE Board of Directors</td>
<td>11.1 Ability to pull reports (e.g. CPUC) from CRM and route for MCE approval</td>
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<td>11.2 Compare historical log of metrics reported to the CPUC (including emission reductions) by program to show progression over time</td>
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<td>Ability to consolidate vendor payments and set reminders for more timely processing</td>
<td>12.1 Ability for system to track payment timeline and send notifications to partners and customers along processing stages</td>
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<tr>
<td>Ability to import and route customer and partner satisfaction data for follow-up engagement activities</td>
<td>13.1 Ability to create and route customer satisfaction questionnaire to third parties</td>
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<td>13.2 Ability to aggregate questionnaire results by project and graphically compare party responses, with record of third party comments</td>
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<td>13.3 Ability to track measure failure and track customer service status</td>
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<td>13.4 Ability to set follow-up notification reminders to inform customers on new opportunities</td>
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<td>Reporting structure that enables cross-program analyses</td>
<td>14.1 Ability to consolidate multiple data feeds for a consolidated report across MCE initiatives</td>
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<td>14.2 Ability to report on groupings of records based on attributes or report filters</td>
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</tbody>
</table>
APPENDIX B

MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT

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

THIS (FIRST) AGREEMENT ("Agreement") is made and entered into this day Month Day, 2017 by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and (CONTRACTOR), hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: ____________;

WHEREAS, Contractor 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:
   Contractor agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof.

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. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor 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.

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. TIME OF AGREEMENT:
   This Agreement shall commence on Month Day, 2017, and shall terminate on Month Day, 2018. 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 Contractor.

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.

Nothing herein shall be construed as a limitation on Contractor's obligations under paragraph 16 of this Agreement to indemnify, defend and hold MCE harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. MCE agrees to timely notify the Contractor 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 Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.
6.1 GENERAL LIABILITY
The Contractor 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 Contractor in order to perform said services, Contractor 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 Contractor 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 Contractor 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 contractor must purchase “extended reporting” coverage for a minimum of twelve (12) months after completion of contract work. Contractor 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 contractor has segregated amounts in a special insurance reserve fund or contractor’s general insurance reserves are adequate to provide the necessary coverage and MCE may conclusively rely thereon.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement. Contractor 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:
Contractor 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. Contractor and/or any permitted subcontractor understands and agrees that Contractor 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 Contractor 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 Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor’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 any subcontractor, and no subcontract shall relieve Contractor of any of its duties or obligations under this Agreement. Contractor shall be solely responsible for ensuring its subcontractors’ compliance with the terms and conditions of this Agreement. Contractor’s obligation to pay its subcontractors is an independent obligation from MCE’s obligation to make payments to Contractor. 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 Contractor and may not be transferred or assigned without the express prior written consent of MCE.

10. RETENTION OF RECORDS AND AUDIT PROVISION:
Contractor 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 Contractor's premises or, at MCE’s option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MCE. Contractor shall refund any monies erroneously charged. Contractor 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 Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of MCE upon payment to Contractor for such work. MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at MCE’s expense, provide such reports, plans, studies, documents and writings to MCE or any party MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for MCE.

12. TERMINATION:
A. If the Contractor 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 business days’ written notice to the party involved.
B. The Contractor 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 the Contractor has no control.
C. Either party hereto may terminate this Agreement for any reason by giving 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 19 Invoices; Notices.
D. In the event of termination not the fault of the Contractor, the Contractor 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).
E. MCE may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.

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

14. ASSIGNMENT OF PERSONNEL:
The Contractor 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. JURISDICTION AND VENUE:
This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

16. INDEMNIFICATION:
Contractor 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 Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement.

17. 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. Contractor 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.

18. COMPLIANCE WITH APPLICABLE LAWS:
The Contractor shall comply with any and all applicable federal, state and local laws and resolutions (including, but not limited to 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.
19. 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: Catalina Murphy
MCE Address: 1125 Tamalpais Avenue
San Rafael, CA  94901
Email Address: contracts@mcecleanenergy.org
Telephone No.: (415) 464-6014

Notices shall be given to Contractor at the following address:

Contractor: 
Address: 

Email Address: 
Telephone No.: 

20. 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.

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Scope of Services</th>
<th>Fees and Payment</th>
</tr>
</thead>
</table>

21. 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.

22. 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.

23. COUNTERPARTS
APPENDIX B

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.

24. PERFORMANCE AND PAYMENT BOND (REQUIRED IF CHECKED ☐)
Contractor shall furnish, concurrently with signing the contract, a Performance & Payment Bond for a sum not less than 100 percent (100%) of the total amount of the contract. The bond shall be in the form of a bond and not a deposit in lieu of a bond. The bond shall be executed by an admitted surety insurer. The bond shall guarantee payment by Contractor of all materials, provisions, provender, supplies, and equipment used in, upon, for, or about the performance of said construction, and protect MCE from any liability, losses, or damages arising therefrom.

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:________________________

CONTRACTOR:  
By:__________________________  
Name:________________________  
Date:________________________

MODIFICATIONS TO STANDARD SHORT FORM

☐ Standard Short Form Content Has Been Modified

List sections affected: ___________________________________________________________

__________________________________________________________

Approved by MCE Counsel: ____________________________  
Date: ________________
APPENDIX B

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will provide __ services as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement.
APPENDIX B
EXHIBIT B
FEES AND PAYMENT SCHEDULE

For services provided under this Agreement, MCE shall pay Contractor in accordance with the amount(s) and the payment schedule as specified below:

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of $0,000 for the term of the agreement.