Request for Proposals
Non-residential Energy Efficiency Program
March 19, 2018

Marin Clean Energy, a California Joint Powers Authority (MCE), seeks a qualified organization to provide program implementation and direct installation (DI) services for MCE’s non-residential energy efficiency program (the Program). Services include Program design, customer outreach and enrollment, contractor qualification and management, measurement and verification, savings calculations and reporting, and coordination with other energy efficiency and finance programs.

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 innovative 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. Program Overview

The Program has been in operation since 2013 and has delivered consistent results to MCE communities in the form of financial incentives, design support, streamlined procurement and energy savings. MCE seeks to build upon a successful model, expanding to reach newly enrolled communities, while also fine-tuning the Program to ensure the completion and verification of high quality projects and savings claims.

The Program will provide incentives and project development support to customers who implement a wide array of energy efficiency and controls measures. One of the key goals of the Program is to reach customers who are not adequately served by existing energy efficiency programs. These customers are often small businesses with no dedicated energy manager, no utility sales representative and limited capital to implement energy efficiency projects. To reach
these customers and to foster the uptake of high quality projects, the selected Implementer is expected to leverage customer incentives, while streamlining project procurement and relaying the benefits of energy efficiency and controls.

The selected Implementer will be expected to reach a diverse group of non-residential customer types, including retail locations, office spaces and industrial customers. The selected Implementer’s performance will be measured on the Implementer’s ability to achieve savings targets, the cost (pay-for-performance rate plus averaged project incentives) per kWh saved, and the selected Implementer’s overall effectiveness in delivering on key Program goals.

To be successful, the selected Implementer will need to have in-depth understanding of the California Public Utilities Commission (CPUC) policies and reporting requirements, project design and engineering, customer outreach, equipment pricing, project finance, recent CPUC dispositions on energy efficiency technologies and the California energy efficiency landscape. The Implementer should be familiar with cutting edge energy efficiency technologies, building and equipment controls, and the use of power logger and meter data to support energy savings claims.

III. Budget

The selected Implementer will be compensated on a $0.0X/kWh of achieved savings claims. The initial savings goal assigned to this contract will be 1,500,000 kWh. Bidders are expected to propose a rate/kWh for performance as the Implementer, and an average incentive rate paid to customers/kWh. It is possible that more than one Implementer will be selected, and savings targets may also be reduced or expanded depending on the contracted Scope(s) of Work.

The Program will initially run through December 31, 2019.

IV. Proposed Scope of Work

The Program will require six key functions of the selected Implementer:

1. Development of a program implementation plan to guide the following program functions:
   a. Program policies and processes, program marketing, contractor enrollment, customer enrollment, project documentation requirements, product eligibility, product pricing, customer incentive design, savings claims methodologies (deemed, custom, and data-supported savings), measurement and verification (M&V) procedures and reporting requirements.
2. Develop, in coordination with MCE, a pre-qualified products catalog with competitive, standardized pricing.
a. The selected Implementer will be tasked with the development of a product catalog, to encompass the majority of products incentivized in the Program. Using pre-defined product specifications, the catalog will identify specific products and set fixed measure pricing. Contractors participating in the Program must use the catalog’s approved equipment and pricing. MCE is interested in a comprehensive measure mix comprised of lighting, HVAC, water heating and controls measures, but there is no minimum number of products or measures required. Measures or products not included on the list may be approved through a separate approvals process designed by the selected Implementer, in coordination with MCE.

3. Develop, in coordination with MCE, customer incentives for equipment in the product catalog
   a. The selected Implementer will propose customer incentives based on deemed ($X.XX/unit) or calculated ($0.XX/kWh saved) rates for technologies in the equipment catalog. Incentives are expected to support a cost-effective program, and may be proposed in tiers to facilitate the uptake of premium level equipment, comprehensive projects, advanced controls, metered savings assessments and other Program goals. Average customer incentive payments at the portfolio level must be included in the Implementer bid in Section L, below.

4. Pre-qualify and manage a team of installation contractors.
   a. The selected Implementer will develop contractor eligibility standards, enrollment materials, and training sessions to familiarize contractors with the program offering and the expectations of contractors participating in the Program. The selected Implementer will determine individual project assignments among qualified contractors. In addition, the selected Implementer should be prepared to support customer projects that do not involve a contractor, where customers or facilities managers install energy efficiency measures on their own.

5. Coordinate with other Direct Install Programs.
   a. The selected Implementer will be tasked with coordinating with the PG&E Direct Install Program and its Implementer(s), ensuring collaboration between both Programs and maximizing customer benefit.

6. Complete project Measurement and Verification (M&V).
   a. The selected Implementer will develop processes for both random and targeted selection of projects for technical review. The selected Implementer will also be familiar with meter-based savings concepts and the use of meter data for M&V. The selected Implementer is wholly responsible for ensuring the accuracy of project and program energy savings claims, on-site assessments/verification (pre and post installation), quality review of project specifications, and data analyses.

7. Be responsible for all CPUC and MCE reporting.
   a. The selected Implementer will submit application paperwork to MCE on a monthly basis, as well as monthly and quarterly project and savings claims to
V. Required Content of Proposals

Proposals should be limited to 20 pages not including any attachments. Proposals must include all of the below components in sufficient detail to allow MCE to evaluate the proposal using the criteria in Section VI. Proposals shall be organized in the same number and title scheme listed as follows:

1. Introduction/Cover Sheet
   a. Briefly, introduce the organization and summarize its most relevant experience in the field or skills needed to complete the proposed Scope of Work.
   b. Provide examples of prior energy efficiency program implementation experience, highlighting innovative program features and management practices which fostered quality installations, customer satisfaction, and cost and energy savings.

2. Management Proposal
   a. Describe the technologies you believe the Program should target and provide support (cost effectiveness, customer value, savings potential, GHG impacts, low market penetration, etc.)
   b. Describe your approach for designing customer incentive structures, including tiers that would facilitate greater uptake of advanced/networked controls and comprehensive (multi-measure) project installations
   c. Describe your approach to marketing and outreach
   d. Describe the value of metered savings or other data-supported savings claims, and how you might foster their use within the Program
   e. Detail the financing options and programs will you leverage for customers who are unable to fund projects on their own
   f. Provide a sample of the product catalog covering the top 5-10 measures you expect to see utilized in the Program. Include the suggested customer cost, labor charges and customer incentive rates for these top measures.
   g. Describe how a portfolio of deemed, customized and meter-based savings might be used under a single program

3. Qualifications of Key Personnel
   a. Provide a summary of relevant experience and/or resumes of key personnel to be used in the Program’s implementation. Include any applicable certifications and/or industry associations that qualify personnel to complete the Proposed Scope of Work, as well as specific experience in:
      i. Program and project management
      ii. Energy efficiency technologies (lighting, HVAC, water heating, controls systems, etc.)
      iii. Marketing and outreach to small commercial businesses
iv. Data management and analyses (energy savings calculations, interval data analyses, software skill sets) and CPUC reporting experience

b. Provide Roles and Responsibilities for personnel you expect to engage in the Scope of Work

4. Program Timeline

5. References (3)

6. Information and Resources Required from MCE
   a. Please indicate what, if any, additional resources or information would be required from MCE in order to complete the proposed Scope of Work.

7. Review MCE’s Standard Form Agreement (Appendix A) with your Legal department and provide any proposed edits or comments to the document, if applicable, with your final response (encouraged).

8. Financial statements
   a. Provide a copy of the organizations audited financial statement, or an equivalent record, for the most recently completed fiscal year.

9. Certificates of Insurance

<table>
<thead>
<tr>
<th>Insurance Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Insurance Policy</strong></td>
</tr>
<tr>
<td>Commercial General Liability* – for bodily injury, property damage, and personal injury</td>
</tr>
<tr>
<td>Business Automobile Liability – “any auto” (Company Vehicles)</td>
</tr>
<tr>
<td>Personal Automobile Liability – “any auto” (Personal Vehicles)</td>
</tr>
<tr>
<td>Worker’s Compensation and Employer’s’ Liability* – injury or death, each accident</td>
</tr>
</tbody>
</table>

10. Price of Program Services

<table>
<thead>
<tr>
<th>Program Cost Offer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$XX.XX</strong></td>
</tr>
<tr>
<td><strong>$XX.XX</strong></td>
</tr>
</tbody>
</table>
VI. Evaluation Criteria

The following list of criteria will be used in the evaluation of RFP submissions. The evaluation process may entail follow-up communication with MCE, and potentially an in-person oral presentation, and does not imply any contract or agreement between MCE and Bidder.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s qualifications</td>
<td>25%</td>
</tr>
<tr>
<td>Responsiveness to and understanding of MCE requirements</td>
<td>20%</td>
</tr>
<tr>
<td>Alignment of proposed scope of work and timeline with MCE needs</td>
<td>20%</td>
</tr>
<tr>
<td>Reporting capabilities</td>
<td>15%</td>
</tr>
<tr>
<td>Proposed cost of program delivery</td>
<td>20%</td>
</tr>
</tbody>
</table>

VII. Key Deadlines and Submission Requirements

- **Notice of Interest**: 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 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 bidders. Notices must be sent to contracts@mcecleanenergy.org and should include the company’s name and email contact information, referencing “Non-Residential Small Commercial Energy Efficiency Program RFP – Notice of Interest” in the subject line.

- **Deadline for Questions**: Interested parties and potential bidders should notify MCE via email as soon as possible in order to receive timely copies of any submitted questions and MCE’s responses. Any questions related to the content of this RFP must be submitted no later than 3:00 pm on March 27, 2018 to: MCE Contracts Manager contracts@mcecleanenergy.org

- **Deadline for Responses**: MCE Responses to all questions received will be sent, via email by April 3, 2018 to all Bidders who submitted a question or a Notice of Interest to the Contracts Manager.
• Submission Deadline. To be eligible for consideration, all proposals must be submitted via email, in either pdf or .docx (Word) file format, no later than 5:00 pm on April 16, 2018, to:

MCE Contracts Manager
contracts@mcecleanenergy.org

• Selection of Contractor. Subject to the General Terms and Conditions below, MCE anticipates that the contractor selection process will be completed by April 26, 2018.

VIII. General Terms and Conditions

1. 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. Bidders are solely responsible for any costs or expenses incurred in connection with the preparation and submittal of an offer or proposal.

2. 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.

3. Contract and Insurance. The successful bidder, if any, will enter into an agreement for services based on MCE’s Standard Form Agreement, attached hereto as Appendix A for information purposes only. Proof of applicable insurance coverage will be required.

Thank you for your interest!
APPENDIX A

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.
APPENDIX A

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:
APPENDIX A

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: Troy Nordquist
MCE Address: 1125 Tamalpais Avenue
San Rafael, CA 94901
Email Address: contracts@mcecleanenergy.org
Telephone No.: (415) 464-6010

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 A.</th>
<th>Scope of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Check applicable Exhibits</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXHIBIT B.</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
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 A

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 A
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 $,000 for the term of the agreement.