Marin Clean Energy (MCE), a California Joint Powers Authority, seeks qualified organizations and business entities to support programmatic deployment of safe and affordable battery energy storage systems to MCE customers to: increase local resiliency and reliability, protect vulnerable customers and critical facilities, enhance MCE’s peak load management strategies, support MCE’s decarbonization strategies, and support statewide efforts to improve overall grid health. In partnership with the program implementer(s) selected through this solicitation, MCE intends to offer innovative, valuable, and affordable energy storage programming options that offer significant incentives to priority market segments and enhanced resiliency and reliability to eligible customers, while also providing meaningful new opportunities for procurement cost savings and enhanced risk management capabilities through strategic load-shaping and active peak load management strategies.

MCE is seeking qualified partners capable of providing end-to-end project development and installation services necessary to implement an innovative, programmatic approach to increasing local resilience and reliability and supporting active peak load management through the deployment of up to 70 MWhs of behind-the-meter (BTM) dispatchable battery energy storage systems within MCE’s service territory over a 5-year period. MCE intends to launch program implementation (Phase I) in Q1 of 2020, with the intention of having some battery energy storage systems deployed and online by Q4 of 2020.

PART ONE – INTRODUCTION

I. ABOUT MCE

With offices in San Rafael and Concord, MCE is a Community Choice Aggregation (CCA) public agency that focuses on reducing energy-related greenhouse gas emissions by providing electricity customers with 60-100% 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 County of Solano and its city of Benicia.

II. RFP BACKGROUND

MCE is seeking industry partners to support the delivery of an innovative, safe, and accessible battery energy storage program that provides meaningful benefits to its customers, while also supporting MCE’s day-to-day operations and overarching decarbonization strategies and enhancing local resiliency and overall grid health. With the recent surge in California wildfires and the related Public Safety Power Shutoffs (PSPS) events, which are increasing in duration and frequency, coupled with increasing price volatility in California’s wholesale energy markets, battery energy storage is emerging as a viable, cost-effective solution for many customers, especially for those who have on-site behind-the-meter generation like solar photovoltaic (PV) systems. MCE intends to deploy battery energy storage systems strategically to increase local resiliency and to provide new tools and capabilities that support its ongoing efforts to provide affordable portfolio of clean energy options to the communities and customers we serve.

Market Segments

A main focus for MCE’s initial energy storage program offering will be on delivering cost-effective, dispatchable battery energy storage systems (BESS) to the following Priority Customer market segments: 1) residential customers in state-designated Disadvantaged Communities (DACs), 2) vulnerable low-income and medical necessity residential customers who may be impacted by PSPS events, 3) Small and Medium Business (SMB) customers in DACs and/or state-designated Tier 2 or Tier 3 High Fire Threat Districts (HFTDs), and 4) local government agencies providing critical resiliency and/or emergency services throughout its service territory. A secondary focus will be on Net Energy Metering (NEM) customers in all other market segments. To be eligible, customers must: a) have existing or planned BTM solar PV systems, b) receive electricity service from MCE, and c) have a NEM tariff agreement either planned or already in place. MCE is strongly committed to supporting its vulnerable and disadvantaged population and the critical facilities that provide these communities with support during PSPS events. The additional focus on existing NEM customers is strategic because adding dispatchable energy storage to existing NEM solar PV accounts is expected to produce significant co-benefits for MCE as an organization, as well as for the overall health and reliability of the grid.

In addition to the near-term reliability and resiliency benefits (i.e., backup power during planned grid outages) that participating customers will receive immediately, this effort will benefit all of California’s energy stakeholders by addressing the growing “Duck Curve” problem through clean, reliable, and smart demand-side management (DSM) strategies enabled by battery energy storage technologies. Furthermore, because many NEM customers have on-site, BTM solar PV generation, adding an appropriately sized battery energy storage system can offer customers meaningful reliability and resiliency benefits by providing clean power to critical on-site loads for extended grid outages (i.e., up to the entire duration of multi-day PSPS events for some customers). If deployed correctly, MCE could also benefit as an organization by developing a network of flexible, local assets that can ultimately be aggregated and dispatched to manage critical peak loads, reduce and/or meet resource adequacy requirements, and/or generate value in wholesale markets, once the requisite infrastructure and market participation rules are in place for MCE to operationalize these potential capabilities.
Program Goals

It is MCE’s intention for this program to remove common barriers to customer participation by providing 1) **significant financial incentives** for Priority Customers with no upfront out-of-pocket costs and simple and affordable repayment options to repay any balance remaining after all incentives are received, and 2) a **streamlined and accessible process** for eligible customers to receive a valuable and affordable battery energy storage system that provides backup power (enhanced reliability and resiliency) during planned grid outages (i.e., PSPS events), as well as other values that the selected program partners are able to offer (i.e., cost savings through demand management).

It is important to note here that it is a goal of MCE to develop fleet of local distributed energy resources (DERs) that MCE can monitor and dispatch to support its overarching portfolio and procurement needs, peak load management and demand response strategies, and ongoing financial well-being as an organization. MCE would like for all BESS assets deployed as a result of this solicitation to support the realization of this important goal, and MCE encourages Respondents to propose a process and timeline for enabling MCE’s real-time monitoring and periodic dispatch of the assets. Respondents should also detail known value streams, challenges, barriers, tradeoffs, and risks that they feel are relevant to achieving this goal, as well as any mitigation measures that may address those issues.

MCE would like to acknowledge here that there are still a number of evolving regulatory, incentive-related, and interconnection issues that may make implementation of any program aiming to incentivize the addition of battery energy storage systems to existing or planned NEM Solar PV installations for enhanced resiliency challenging. MCE will be monitoring relevant proceedings, CAISO initiatives, and regulatory developments over the coming months, and will actively work with its selected program partners to make any necessary adjustments to the program design to enable successful implementation.

Priority Customer Incentives and Value Streams

To support the successful implementation of this innovative program, MCE intends to offer a significant financial incentive to eligible Priority Customers who install qualified battery energy storage systems using MCE’s approved program implementer(s) selected through this RFP. Respondents should propose value streams to help stretch limited MCE funding for the greatest impact. While funding amounts to support long-term implementation and further development of the program are to be determined and subject to MCE Board approval, it is MCE’s intention to a) provide a clear and straightforward process for accessing an MCE incentive that is based upon the California Self-generation Incentive Program (SGIP), and b) offer significant financial incentives to Priority Customers that are tailored for the economic needs of eligible customers and on par with the SGIP energy storage incentive (i.e., $0.25-0.45 per Wh of installed capacity¹) that effectively removes financial barriers for many customers. To support its evaluation of RFP responses and decision-making process, MCE encourages Respondents to illustrate the costs, tradeoffs, and projected outcomes involved with the following incentive levels: $0.25/Wh, $0.35/Wh, and $0.45/Wh².

¹ Note- MCE may consider supplementing the SGIP incentive for 4- to 6-hour duration energy storage systems for eligible customers with a demonstrated need for longer duration energy storage needs. MCE may consider bidder requests for limited exceptions to certain SGIP eligibility criteria.

² MCE does not guarantee these specific incentive rates listed herein for the final contract awarded from this solicitation. MCE intends incentive rates to be $0.25-0.45 per Wh of installed capacity, which is on par with SGIP energy storage incentives.
MCE intends to provide these Priority Customer incentive payments to the selected program implementers contingent upon a) adherence to all program requirements, and b) post-installation inspections and/or MCE review of submitted permit and incentive applications and approvals (i.e., SGIP application materials). Any financial incentives offered by MCE are intended to be cumulative (“stacked”) with and complimentary to other available incentives for energy storage (incl., ITC, SGIP) and further leveraged with future revenue streams that could come from the BESS such as resource adequacy value, energy arbitrage value, CAISO ancillary services value, demand charge savings, load shaping and demand-response value, etc. MCE’s goal is to have such incentives and future value streams cover up to 100% of the cost of the installed BESS for Priority Customers (i.e., cumulative total incentive amounts may not exceed total system costs). This is expected make energy storage systems for resiliency (backup power) purposes affordable and accessible for many of these customers. Recognizing that some existing NEM Priority Customers may not be able to utilize other available incentives to support adding energy storage without sacrificing value, and other customers interested in installing BESS for reliability may not qualify for the SGIP Equity Resilience category, and so it is important to note that any incentives offered by MCE may provide a viable and beneficial alternative for those customers.

**BESS Incentive Rates and Financing Options**

In addition to the post-installation cash incentive outlined above, MCE is also planning to offer rate-based incentive structures that would further enhance the customer-facing value proposition. Priority Customers who receive MCE’s post-installation BESS financial incentive (outlined above) will also be eligible to enroll in MCE’s applicable rate-based incentive, once available, which will yield ongoing value for the customer. MCE is currently evaluating options for rate-based incentive structures that support the implementation of this innovative energy storage programming, which may include simple monthly bill credits, SGIP-eligible Time-of-use (TOU) rate structures, or more sophisticated dynamic pricing options that provide enhanced value to customers with battery energy storage systems.

As noted, MCE is interested in removing any upfront cost barrier for participating Priority Customers, and is open to proposals that include an On-Bill Repayment (OBR) option that would allow the customers to repay any costs remaining (after all incentive payments/reimbursements) by adding a small monthly payment to the MCE portion of their monthly electricity bill. Those payments would be collected by MCE, and dispersed directly to the project installer (or their designated financial partner) on a monthly basis. Providing an OBR option can potentially lead to a lower cost of capital (i.e., interest rate) due to financial industry acceptance of on-bill repayment as an effective mechanism for mitigating customer default risks. Respondents are encouraged to outline strategies for leveraging OBR, as well as MCE’s established investment-grade credit rating, and other financial mechanisms (i.e., loan-loss reserve funds, lockboxes, etc.) to create an optimal risk profile and reduce any customer financing costs.

**Non-Priority Customers**

MCE is seeking proposals for Non-Priority Customers from Respondents that include value- and incentive-stacking opportunities to realize MCE’s objectives for this Proposal. Note that MCE does not intend to offer the same financial incentives to Non-Priority Customers that it is proposing for its Priority Customer segments. Respondents are encouraged to propose programs and other incentives (e.g., monthly bill credits, rate mechanisms, etc.) to encourage participation of customers throughout MCE’s service area. MCE intends to co-brand the offering with the winning Respondent(s).
Safety

Protecting public safety is always of paramount concern to MCE, and the organization will place a high priority on its review of the safety elements of all proposals to this RFP. Fire safety is of particular concern given the recent surge in wildfires in and around MCE’s service territory, and it is absolutely critical that all BESS systems deployed through the program be designed and constructed to provide robust protections against fire and other public safety risks. Selected Respondents will be required to submit a Safety Plan that includes fire safety for MCE’s review as a condition of award of the contract.

Program Goals - Phase I

Respondents should assume the following goals for the initial 2-year phase of program implementation.

- Deploy 10 MWh of dispatchable BTM BESS at NEM Solar sites (consistent with Priority Market Segment criteria outlined below)
- Increase local resiliency and reliability
- Prioritize vulnerable and disadvantaged residential, small and medium commercial customers and local government agencies with critical facilities providing community resiliency and/or emergency response services
- Support MCE’s portfolio decarbonization, peak load management, and demand response strategies
- Support improvement of overall grid health

Individual Project Eligibility Criteria

Project approaches should assume the following eligibility criteria for all BESS projects relating to the program.

- Project sites must be located within the MCE service territory and be associated with an active MCE account in good standing
- Residential Priority Customers must also meet at least one of the following criteria:
  - Be located in state-designated DACs
  - Qualify as low-income (e.g., take service on a CARE rate)
  - Have a medical need (e.g., take service under a Medical Baseline rate, or have a medical need that would be affected by a PSPS event, consistent with SGIP Equity Resiliency Budget criteria)
- Small and Medium Business Priority Customers must also meet one of the following criteria:
  - Be located in a state-designated DAC
  - Be located in Tier 2 and Tier 3 High Fire Threat Districts (HTFDs)
• Local Government Agency Priority Customers must provide critical support services to residents affected by PSPS events and/or other emergency response services that support their communities, regardless of whether or not they are located in state-designated HTFDs.

• Projects must meet all eligibility requirements for the California Self-Generation Incentive Program (SGIP) for energy storage systems. Respondents may request exemptions to this requirement in their proposals.

• Projects must be connected to a meter that is either a) currently on an MCE NEM tariff agreement, or b) is planning to transition to a NEM tariff upon completion of the installation of the project.

• Projects must be configured to provide reliability and resiliency benefits (backup power during grid outages) to participating customers, as well as load-shaping benefits to MCE.

• Projects must be configured to facilitate some level of monitoring and dispatchability by MCE (i.e., OpenADR 2.0 compliance, API interface, executive dashboards, etc.).

• Projects enrolled in any 3rd-party market participation programs or aggregations (i.e., Demand Response, DER Aggregation), must provide a pathway for the project to be transitioned to enrollment in any market participation program launched by MCE in the future.

**Required Program Submittals**

Respondents must be prepared to provide the following program submittals if selected. Additional detail is provided in the Participating Contractor Obligations section (Appendix B).

(Note - these items are not required elements of the bid package. However, they will be required of the selected contractors during implementation of the program and are listed here to aid in the development of the bid proposal.)

• Division of Responsibility (DOR) Matrix (to be submitted for Review and Approval prior to contract execution)
• Safety Plan
• Progress Reports (Monthly/Quarterly)
• Proposed System Specifications and Design Calculations
• Itemized Project Financials, including: one-time and ongoing costs, expected incentive amounts (including ITC, SGIP), financing costs, and customer balance (Pro Forma)
• Customer Cost-Benefit Analysis (Pro Forma)
• Site-specific Drawings and Construction Plans
• Permits and Application Records
• Interconnection Agreement and Application Records
• Measurement and Verification Checklist
• Commissioning and Testing Report (including BESS cycling profile)
• Copies of all project-related Warrantees
• Invoices (Monthly/Quarterly)

Priority Market Segments

Respondents should assume the following market segment participation, which is offered here to support bidder confidence and the development of comparable Price Proposals. MCE is targeting a minimum of 50% (5 MWh) of the total MWh goal for the program for these priority market segments. Respondents may submit proposals for just the priority market segment, or both priority and non-priority market segments.

1. Vulnerable and Disadvantaged Residential NEM Priority Customers

MCE intends to prioritize vulnerable and disadvantaged customers who may have the greatest need for increased resiliency and reliability during grid outages.

(Examples: DAC-SASH: Disadvantaged Communities Single-family Affordable Solar Home customers, and customers on Medical Baseline, CARE, or FERA rate schedules, residential customers in state-designated disadvantaged communities. See MCE’s Residential Rates here3.)

*Note- MCE has partnered with Grid Alternatives to provide access to low or no-cost Solar Photovoltaic systems to disadvantaged MCE customers. MCE would like to prioritize providing customers who have completed Solar PV installations through this program with low or no-cost options to add BESS and provide backup power during grid outages to these vulnerable customers.

2. Small and Medium Business Priority Customers in DACS and/or HFTD Tiers 2 and 3 and Local Government Agency Priority Customers providing critical services throughout MCE’s service territory

MCE would like to prioritize SMB customers that are most exposed to the threat of wildfire and PSPS and/or that are located in state-designated DACs, as well as local government agency customers that are providing critical community resiliency and/or emergency services, including police, fire, hospital, shelter, schools, etc.

(Example: NEM customers on the A-6 rate schedule. See MCE’s Commercial Rates here4.)

Non-Priority Market Segments

In addition to any bid for priority market segments, Respondents may also propose programs that target existing and future NEM customers, or other customer segments throughout MCE’s service territory to achieve the objectives outlined in this Proposal. MCE is limiting this to no

3 https://www.mcecleanenergy.org/rates/
4 https://www.mcecleanenergy.org/rates/#CommercialRates
more than 50% (5 MWh) of the targeted MWhs for this program. Respondents may submit proposals for just the non-priority market segment, or both non-priority market and priority market segments.
PART TWO - PROPOSAL PROCESS

This section of the RFP provides detailed information about the proposal process, including: RFP schedule, submission requirements, evaluation criteria, and point of contact at MCE for questions relating to this solicitation.

III. PRE-BID WEB CONFERENCE

MCE will host a non-mandatory Pre-bid Web Conference to provide an opportunity for interested respondents to learn about the solicitation process, as well as MCE’s goals and objectives for its energy storage program offerings. The Pre-bid Web Conference is scheduled to take place from 2:00 PM to 4:00 PM (Pacific Standard Time) on December 4, 2019.

Detailed information about accessing the Pre-bid Web Conference will be posted on the RFP page of MCE’s website no later than November 27, 2019.

IV. SUBMISSION REQUIREMENTS

All proposals must follow the submission requirements provided here.

Proposal Content

Proposals must include all of the following components in sufficient detail to allow MCE to evaluate the offer using the Evaluation Criteria provided in section VI below.

1) Narrative Proposal

   a) Cover Letter: Briefly introduce the organization and summarize its most relevant experience in with battery energy storage system deployments. Please highlight any innovative elements, value added services, or other key aspects of the proposal. [Maximum 2 pages]

   b) Executive Summary: This section should provide a brief but complete summary of the proposal, including Proposed Approach, Timeline, Information and Resources Required from MCE, and the Cost Proposal. [Maximum 5 pages]

   c) Proposed Approach: In this section, Respondents should provide a detailed description of the proposed approach to implementing the program (the Scope of Work). As a reminder, MCE is seeking qualified industry partners to support the cost-effective delivery of an innovative BTM battery energy storage program that provides eligible Priority Customers with an affordable, zero upfront cost opportunity to add battery energy storage to their existing or planned NEM solar systems to provide backup power during grid outages. MCE will provide a financial incentive (i.e., post-installation rebate) to eligible Priority Customers who install qualified systems using MCE’s selected program implementation partner(s), and incentive rate options to all other NEM customers in exchange for a commitment to allow MCE to monitor and control the eligible BESS assets (Important Note- proposals should detail the process for securing this commitment from

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5 Note- the MCE incentive will be allowed to be cumulative (“stacked”) with other available incentives (i.e., ITC, SGIP), however the total cumulative incentive amount may not exceed the total installed cost of the BESS.
participating customers). Respondents must provide a detailed accounting of the proposed process for customer acquisition and developing, permitting, financing, and installing BTM battery energy storage systems in the stated priority market segments.

Proposals should highlight any innovations, special processes or technologies, competitive advantages, and value-added services that will enhance program delivery and/or customer participation. Proposals should provide a detailed accounting of embedded metering, telemetry, and communication standards and protocols, as well as providing an overview of critical operational parameters and limitations. MCE encourages Respondents to propose approaches that yield additional value for MCE and/or participating customers, including embedded capabilities for MCE monitoring and dispatchability of BESS assets, inclusion of Resource Adequacy (RA) and/or Ancillary Market participation values, and/or any innovative technologies or strategies that create additional value. Proposals should also identify critical path issues and risk factors that could negatively impact implementation of the proposed approach, as well as viable mitigation measures for managing those risks. See detailed Requirements for Proposed Approach section below. [Maximum 20 pages]

d) Proposed Work Plan and Timeline: Describe the major tasks and estimated timeline required in order to complete the above Proposed Approach. Please provide a schedule of key milestones, along with a graphic timeline (i.e., Gantt Chart), and also indicate interdependencies and anticipated critical path tasks. [Maximum 5 pages]

e) Information and Resources Required from MCE: Indicate what, if any, resources or information would be required from MCE in order to complete the Scope of Work. Anything that is necessary to implement the proposed approach that is not provided by the Respondent must be outlined in sufficient detail for MCE to understand what is required of the organization to ensure the overall success of the program. [Maximum 2 pages]

f) Statement of Qualifications: Provide a brief narrative description of the organization’s specific qualifications and financial stability, which will enable it to develop and deploy workable solution(s) to address each point on the Scope of Work. [Maximum 1 page]

2) Work Plan: Provide a Work Plan that is complete, includes a timeline with deliverables, and demonstrates the ability to address and deliver program needs within MCE’s required time frame (2-year contract with the possibility of two (2) 2-year contract extensions)\(^6\). The Work Plan should assume a Q1 2020 launch and it should include key milestones and dates, as well as a graphic implementation timeline (i.e., Gantt Chart). The Work Plan section should also include an accounting of key staff that will be devoted to the contract, and it should provide the following information for each: role on the project, primary workplace location, fully-loaded billable hourly labor rate, relevant experience and qualifications, and an estimate of hours and/or bandwidth devoted to this contract.

3) Price Proposal: Proposals should include pricing for any items in or related to the Scope of Work for which MCE would be billed. Respondents must also provide a detailed breakdown of total costs to participating customers, as well as accounting for any portion of the installed

\(^6\) MCE makes no guarantee of an extension to any contract awarded under this solicitation.
battery energy storage system costs that will be covered by federal, state, or local incentives or grant funds. Please see detailed Requirements for Price Proposal section below.

4) **Standard BESS Design(s):** Proposals should include a high-level overview of the standard system design(s) that will be deployed, with an understanding that there are many variables affecting final system configurations that cannot be anticipated. This should include single line diagrams, equipment lists, metering and telemetry capabilities, communication protocols, system performance attributes (i.e., cycle life ratings, charge duration, roundtrip efficiency, maximum discharge capacity, maximum discharge rate, reserved capacity for backup power purposes, maximum backup power capacity (kW) and duration (hours) assuming existing NEM Solar PV, maximum input and output power under constant power discharge, operating temperature ranges, relevant ratings (i.e., UL Certification), dispatch response time, etc.). Proposals that include participation in SGIP must also include a statement attesting that the systems will meet any current or future Greenhouse Gas (GHG) reduction requirements, with a brief description of how they intend to comply with these requirements.

5) **Bidder Qualification Form (Appendix A):** All Respondents must submit a completed Bidder Qualification Form, which requests a standardized set of responses to prompts relating to the Respondent’s qualifications as relating to this solicitation.

6) **Participating Contractor Obligations Form (Appendix B):** Proposals must also include a completed (signed) Participating Contractor Obligations Form, which outlines specific obligations required for participation in MCE’s BESS program.

7) **Short Form Contract Review/Redline (Appendix C) [Optional/Encouraged]:** Respondent should review MCE’s Standard Short Form Contract with their legal counsel and provide any proposed edits or comments to the Standard Contract, if applicable.

**Requirements for Project Approach Section**

MCE recognizes that developing and implementing an innovative BTM battery energy storage program of this scale comes with a lot of complexity that only qualified industry professionals can undertake. The primary purpose of this section is to provide a clear, thorough, and succinct description of the proposed approach to implementing the program outlined in this RFP. However, MCE encourages Respondents to use the Project Approach section as an opportunity to increase MCE’s understanding of any issues, risks, or barriers relating to the implementation of the program, as well as any opportunities to leverage additional value-creating technologies, resources, or strategies.

Respondents should describe the following elements of their approach:

**Estimated Costs:** Based on past experience please describe estimated total cost per customer and/or per unit of battery energy storage deployed (i.e., per 10 kWh installed), 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 relevant market context and associated data on hand that informs proposed marketing plan. This information will demonstrate an understanding of specific challenges faced in the behind-the-meter, Net Energy Metering, small and medium business, local government agency, low-income, medical necessity, and disadvantaged residential customer market segments.
**Customer Offering:** (i.e. technical assistance, assessment report, recommended equipment, financing, contracting mechanism, etc.): Respondents should provide a detailed accounting of what participating customers will receive, and what they will be required to do in order to move through the process to a successful outcome. MCE is particularly interested in understanding the details of the customer contracting mechanism, and how the Respondent intends to secure a commitment from the customers to a) repay any outstanding balance after all incentives are received, and b) allow MCE to monitor and control the BESS on a 24/7 basis in exchange for backup power during grid outages (reliability and resiliency).

**Customer Outreach and Engagement:** Describe plan for recruiting Program Participants (aka, “customer acquisition”), including anything needed from MCE to implement the customer engagement plan. Describe solution’s value proposition(s) to targeted customers, and the roles and responsibilities Respondent’s proposal requires MCE to take on (i.e., providing lead lists, general program marketing, etc.). Describe the process for securing participating customers’ commitment to allow MCE to manage the installed energy storage systems on a 24/7 basis in exchange for backup power during planned grid outages (including reliable backup power during planned outages such as PSPS events).

**Financing:** Proposals should provide a summary of the proposed approach to financing project installations, including a high-level proforma that outlines itemized cashflow on a per project basis. This would include detailing all anticipated incentives (including ITC and/or SGIP), as well as contingency plans and projected impacts in the event that those incentives are not received. MCE encourages Respondents to outline any opportunities it sees for leveraging MCE's investment-grade credit rating, balance sheet, and retail billing mechanisms (i.e., On-bill Repayment) to mitigate perceived risks and lower overall project costs by reducing the cost of capital.

**Scalability:** Provide an estimate of annual customer enrollment based on past experience. Describe how the proposed Year 1 activity will be scaled up in Year 2, as well as subsequent years if contract extensions are offered. Describe the key factors to enable scale, and key risks and challenges anticipated in meeting these targets.

**Data Needs:** Provide a table with headings indicating the data that you will need from MCE to implement the proposed approach. Please indicate whether the data is a “must have” or a “nice to have.” Please also indicate the expected timeline for receiving requested data.

**Required of MCE:** Respondents must describe what is required from MCE to support successful implementation of the proposed approach in sufficient detail for MCE to have full clarity on the commitment of staff and resources.

**Organizational Assets:** Please describe what makes Respondent uniquely qualified to partner with MCE in delivering quality service and value to their customers (i.e., talent, tools, resources, mechanisms, systems, financial assets, etc.)

**Interoperability, Communication, and Control:** Respondents should detail a process for ensuring interoperability with MCE’s operations (incl., planning, forecasting, procurement, scheduling, settlement, risk management, etc.). MCE encourages Respondents to detail how the proposed approach can enable remote monitoring and dispatch by MCE.

**Cyber Security:** Respondents must outline procedures for ensuring that all assets (including hardware, software, systems, etc.) are secured against web-based threats (“cyber attacks”), and that robust cyber security is maintained over the useful life of the assets.
**Implementation Risks and Mitigations:** Proposals should identify critical risk factors that could have a material effect on the successful implementation of the proposed approach, and should also provide mitigation measures designed to guard against and/or manage those risks.

**Safety Plan:** Respondents must identify a plan for ensuring public safety at all phases of implementation of the program, including: project planning, construction, commissioning, and asset operation. The safety plan should provide detailed information relating to fire safety protections and procedures.

**Quality Assurance:** Respondents must identify Quality Assurance procedures that ensure that the projects that are installed meet contracted performance requirements established by MCE, as well as all applicable local, state, and national requirements. The Quality Assurance Procedures must be sufficiently robust to ensure that each installed project 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 BESS functionality, customer satisfaction, and that the minimum eligibility requirements are satisfied.

**Measurement and Verification:** Respondents should outline a plan for facilitating Measurement and Verification (M&V) of installed BESS performance over the useful life of the installed equipment. M&V is an essential component of an advanced energy program of this scale, and MCE needs reliable information on the performance of the assets to support asset management, reporting, settlement processes, etc. MCE intends to utilize independent, third-party M&V to ensure quality assurance and verify BESS performance, and MCE asks Respondents to outline a process for this. MCE is also open to alternative approaches to M&V, and encourages Respondents to outline a plan for M&V that you believe will support optimal, cost-effective outcomes.

**Workforce Standards and Policies:** Respondents must include a section identifying all relevant workforce standards that Respondent deems applicable to the proposal, including workforce diversity (please indicate if members of the team are eligible or certified under the CPUC’s Utility Supplier Diversity program known as G.O. 156). This section must also indicate if any members of the proposed team are members of a skilled trade union (i.e., International Brotherhood of Electrical Workers). Please review the MCE Sustainable Workforce And Diversity Policy: 011 section (Appendix D).

**Local Offices:** Respondents should indicate if the proposed approach will rely on staff and/or subcontractors working out of local offices within MCE’s service territory (i.e., Marin County, Napa County, Contra Costa County, and Solano County). Please detail the location of the local offices, as well as the staff that will be working out of that office and an estimate of the proportion of the proposed hours of labor that would be coming from the local offices.

**Asset Maintenance, Warranties, and Performance Guarantees:** Proposals should outline a plan for providing asset maintenance to participating customers for the life of the installed battery energy storage systems, including any planned asset services or replacements. Respondents should also provide a summary of any/all applicable warranties and/or performance guarantees.

**Requirements for Price Proposal Section**

Respondents must include the following elements in the Price Proposal section.

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7 https://www.cpuc.ca.gov/supplierdiversity/
• Itemized accounting of any/all costs to be billed to MCE, including clear indications of not-to-exceed limits. Estimate other direct costs and reimbursable expenses, if any, and associated mark-up percentages, if any. Please include a breakdown of costs by task for all tasks within the scope, as well as any additional and/or optional components outlined in the proposed approach.

• List of other incentives or value streams upon which the price depends and the anticipated impact on the proposed price if the incentives or value streams are not awarded or obtained.

• Total projected cost per kWh of installed BESS (gross and net after expected incentives) for each of the provided Priority Market Segments.

• Total cost structure (pro forma) per installed system for three (3) applicable standardized BESS designs, assuming up to 4-hour discharge configuration (i.e., 20 kWh, 200 kWh, 500 kWh). The cost structure should provide all assumptions, including cost of capital (i.e., interest rates), equipment costs, labor costs, permitting and interconnection costs, expected incentives, remaining (net) costs after all incentives, customer payments needed to pay off remaining (net) costs.

• Fully-loaded Billable Labor Rates for key staff, as well as estimated hours and/or bandwidth commitments for each key staff member.

• Subconsultant rates, estimated hours, and estimated total cost.

• (Optional) Respondents may include Optional Proposal Elements in the Price Proposal, provided that Optional Elements are clearly marked as “Optional” and are listed separately from the costs that are included in the body of the Price Proposal.

Proposal Formatting

Proposals should use consistent, standard formatting with 1” margins and a body text font size that is no smaller than 11 points. Please use common fonts (i.e., Arial, Times, etc.) and adhere to the stated Maximum page lengths for each section. Proposals should be provided electronically, preferably as a single PDF (.pdf) file and alternately as a single ZIP (.zip) file containing only Adobe PDF (.pdf), Microsoft Excel (.xlsx), and/or Microsoft Word (.docx) files.

V. UPDATED RFP SCHEDULE

The milestones for this RFP at provided in the table below.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solicitation Released</td>
<td>11/25/19</td>
</tr>
<tr>
<td>Pre-bid Web Conference (2:00 – 4:00 PM PST)</td>
<td>12/4/19</td>
</tr>
<tr>
<td>Respondent’s Questions Due (by 5:00 PM PST)</td>
<td>12/5/19</td>
</tr>
<tr>
<td>MCE Responses to Questions Provided</td>
<td>12/10/19</td>
</tr>
<tr>
<td>Proposals Due (by 5:00 PM PST)</td>
<td>1/16/20*</td>
</tr>
<tr>
<td>Interviewees Notified</td>
<td>1/24/20*</td>
</tr>
</tbody>
</table>
VI. EVALUATION CRITERIA

The proposals will be evaluated by a selection committee comprised of MCE staff and designated representatives. MCE intends to evaluate the proposals based on the proposed approach, price proposal, organizational qualifications, and the overall fit with MCE’s needs, goals, and objectives for its energy storage program offerings.

MCE will evaluate proposals using the following criteria:

<table>
<thead>
<tr>
<th>Gating Criteria</th>
<th>Screening Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completeness of Response* (*Note: all Requirements must be fulfilled in order for a proposal to be scored)</td>
<td>PASS / FAIL</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Maximum Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Approach</td>
<td>25</td>
</tr>
<tr>
<td>Qualifications and Professional References</td>
<td>25</td>
</tr>
<tr>
<td>Overall Price Proposal and Customer Cost/Benefit</td>
<td>20</td>
</tr>
<tr>
<td>In-person Interview Performance</td>
<td>20</td>
</tr>
<tr>
<td>Workforce and Safety Standards</td>
<td>10</td>
</tr>
<tr>
<td>Alignment with MCE’s Local Hiring, Workforce Diversity, and Union Preferences (See Appendix D)</td>
<td>15</td>
</tr>
</tbody>
</table>

| Total Available Points | 115 |

Table 2: Proposal Evaluation Criteria

VII. KEY DEADLINES AND SUBMISSION REQUIREMENTS

1) **Deadline for Questions**: Any questions related to the content of this RFP must be submitted to the Contracts Manager no later than 5:00 PM (Pacific Standard Time) **December 5, 2019**

2) **Deadline for Responses**: MCE Responses to all questions received will be sent to all vendors on the distribution list via email by 5:00 PM (Pacific Standard Time) on **December 10, 2019**

3) **Submission Deadline**: To be eligible for consideration, all proposals must be submitted via email, in either pdf or .docx (Word) file format, by 5:00 PM (Pacific Standard Time) **January 16, 2020** by 5:00 PM (Pacific Standard Time) to:
   
   MCE Contracts Manager
   contracts@mcecleanenergy.org

4) **Selection of Contractor**: Subject to the General Terms and Conditions below, MCE anticipates that the contractor selection process will be completed by approximately
February 12, 2020*. Note that full execution of a contract is likely to occur after this date and is subject to MCE Board approval.

*Note- These dates were extended by MCE on 12/17/19.
VIII. 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. MCE also reserves the right to negotiate any price or provisions and accept any part, or all parts of any or all submittals, whichever is in the best interest of MCE.

Respondents are solely responsible for any costs or expenses incurred in connection with the preparation and submittal of an offer or proposal. MCE shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

All data and information furnished by MCE or referred to in this RFP are furnished for the Respondent’s convenience. MCE does not guarantee that such data and information are accurate and assumes no responsibility whatsoever as to its accuracy or interpretation.

During the evaluation process MCE may request from any respondent additional information which MCE deems necessary to determine the respondent’s ability to perform the required services. If such information is requested, the respondent shall be provided up to three (3) business days to submit this information.

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. Upon submission, all proposals shall be treated as confidential until the selection process is completed. Once a contract is awarded, all proposals shall be deemed public record. MCE is required to comply with the California Public Records Act as it relates to the treatment of any information marked “confidential.” Respondents requesting that portions of its submittal should be exempt from disclosure must clearly identify those portions with the word “Confidential” printed on the lower right-hand corner of the page. Each page shall be clearly marked and separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. MCE will consider a respondent’s request for an exemption from disclosure; however, if MCE receives a request for documents under the California Public Records Act, MCE will make a decision based upon applicable laws. Respondents should not over-designate material as confidential, and any requests or assertions by a respondent that the entire submittal, or significant portions thereof, are exempt from disclosure will not be honored.

Contract and Insurance

The successful respondent, if any, will enter into an agreement for services based on MCE’s Standard Energy Efficiency Programs Short Form Contract, attached hereto as Appendix C for information purposes only.

Proof of insurance coverage meeting or exceeding the following minimum requirements will be required prior to contracting: Comprehensive General Liability ($2,000,000 per occurrence, $4,000,000 aggregate for bodily injury and property damage), Motor Vehicle Liability Insurance ($1,000,000), and Professional Liability Insurance ($1,000,000).
IX. 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 RFP #2019-04: BTM BESS Resiliency Program Question.” Please Note - The deadline for submitting questions is December 5, 2019 by 5:00 PM (Pacific Standard Time).

MCE will provide written responses to questions by December 10, 2019 by 5:00 PM (Pacific Standard Time). MCE will distribute written response to all vendors on the distribution list via email by the deadline, as well as to all participants of the Pre-bid Web Conference who provided email addresses. MCE will also post the questions and responses to the solicitation page of MCE’s website.

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: BIDDER QUALIFICATION FORM (REQUIRED)

Note - A completed Bidder Qualification Form is a required element for all responses to this solicitation, and all bidders must complete and submit this form.

I. Company Information (Prime Bidder)
   • Company Name:
   • Company Address:
   • Company Website:
   • Company Phone:
   • Primary Point of Contact (POC):
   • POC Phone:
   • POC Email Address:

II. Business and Financial Information
   • Company Overview and/or History:
   • Date of Incorporation:
   • Parent/Holding Company:
   • Subsidiary Companies:
   • Energy Storage Product Manufacturer (Please indicate Yes or No) (Note- Yes please list the products (or product types) that your company makes):
   • Relevant Certifications and Professional Licenses (Note- Please list here and attach copies of the certifications and/or licenses):
   • Number of Employees (FTEs):
   • Financial Statement (i.e., Annual Financial Report, Profit and Loss Statement):

III. Safety and Quality Control/Quality Assurance
   • Please describe your company’s Safety Assurance Policies and Procedures:
   • Does your company have a written Safety Manual (Yes or No)?
   • Has your company been cited for any OSHA regulation infractions in the last 3 years (Yes or No)? Note- If yes, please list those infractions and provide any additional information (dates, explanations, outcomes, etc.).
• Please describe your company’s Quality Control/Quality Assurance Policies and Procedures:

IV. Insurance (initial your selection)

_____ We are currently insured at or above the required levels for this solicitation

_____ We will provide proof of insurance at or above the required levels prior to contract execution

V. Legal (initial your selection)

_____ We are comfortable committing to the provided Terms and Conditions and Sample Contract without modification.

_____ We request modifications to the Terms and Conditions and/or Sample Contract, as indicated in the attached Redlined/Annotated Copies of those documents

VI. Environmental

• What environmental permitting frameworks, processes, and challenges does your firm anticipate navigating over the course of the implementation of a behind-the-meter (BTM) battery energy storage program in MCE’s service territory?

• Please describe your firm’s experience with the California Environmental Quality Act (CEQA) as relating to battery energy storage projects.

VII. Relevant Professional Experience

Professional References

In the following table, please list three customers that your company has provided energy storage products and/or services to during the past three (3) years, which MCE may contact to provide a professional reference based on job performance.

<table>
<thead>
<tr>
<th>Organization</th>
<th>Contact Name/Title</th>
<th>Project Reference</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
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Table 3: Professional References
Subcontractors and Suppliers

- Please provide the following information regarding your company’s experience working with energy storage suppliers and subcontractors.

- How often your company employ subcontractors to provide energy storage products and services?

- What type of energy storage work does your company outsource to subcontractors?

- What 3rd Party-supplied energy storage products and/or technologies does your company offer, and how are those products sourced (i.e., which products do you carry in-stock, which products must be ordered from distributors and/or manufacturers)?

- Typically, what percentage of your company’s energy storage Labor and Equipment/Products would be provided by (in-state) California-based companies?

In the following table, please list up to five (5) Subcontractors and/or Suppliers that your company has used to support energy storage projects over the past three (3) years.

<table>
<thead>
<tr>
<th>Organization</th>
<th>Contact Name/Title</th>
<th>Products or Services Provided</th>
<th>Phone</th>
<th>Email</th>
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Table 4: Subcontractors and Suppliers to your organization’s recent energy storage projects.
**Prior Energy Storage Deployment Experience**

In the following table, please provide the requested information for three (3) relevant energy storage projects and/or programs that are representative of your company’s capabilities to support MCE’s energy storage programming.

<table>
<thead>
<tr>
<th>Relevant Battery Energy Storage Project or Program #1</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Project/Program Title/Reference</td>
</tr>
<tr>
<td>2) Project/Program Description (incl., market segment(s) served)</td>
</tr>
<tr>
<td>3) Project Owner (Please note if your client was not the project owner)</td>
</tr>
<tr>
<td>4) Program Administrator (If not applicable, please enter “N/A”)</td>
</tr>
<tr>
<td>5) Professional Reference (Name, Title, Phone, Email Address)</td>
</tr>
<tr>
<td>6) Bidder’s Role (Prime/Subcontractor/Contract Mgr.)</td>
</tr>
<tr>
<td>7) Name of Prime Contractor (if Primed by another company)</td>
</tr>
<tr>
<td>8) Name(s) of Project Partners and/or Subcontractor(s)</td>
</tr>
<tr>
<td>9) Project Location (State, County, City)</td>
</tr>
<tr>
<td>10) Project Economics (including: Total Gross and Net Cost per kWh Installed, Incentives Received, Simple Payback/Return on Investment)</td>
</tr>
<tr>
<td>11) Bidder’s Scope of Work</td>
</tr>
<tr>
<td>12) Contracted Value of Bidder’s Scope of Work</td>
</tr>
<tr>
<td>13) Project Duration (# of months)</td>
</tr>
<tr>
<td>14) Project Completion Date and/or Commercial Online Date</td>
</tr>
</tbody>
</table>

Table 5a (1 of 3): Prior experience with battery energy storage deployments.
| 1) Project/Program Title/Reference |
| 2) Project/Program Description (incl., market segment(s) served) |
| 3) Project Owner (Please note if your client was not the project owner) |
| 4) Program Administrator (If not applicable, please enter "N/A") |
| 5) Professional Reference (Name, Title, Phone, Email Address) |
| 6) Bidder’s Role (Prime/Subcontractor/Contract Mgr.) |
| 7) Name of Prime Contractor (if Primed by another company) |
| 8) Name(s) of Project Partners and/or Subcontractor(s) |
| 9) Project Location (State, County, City) |
| 10) Project Economics (including: Total Gross and Net Cost per kWh Installed, Incentives Received, Simple Payback/Return on Investment) |
| 11) Bidder’s Scope of Work |
| 12) Contracted Value of Bidder’s Scope of Work |
| 13) Project Duration (# of months) |
| 14) Project Completion Date and/or Commercial Online Date |

Table 6b (2 of 3): Prior experience with battery energy storage deployments.
# Relevant Battery Energy Storage Project or Program #3

1) Project/Program Title/Reference

2) Project/Program Description (incl., market segment(s) served)

3) Project Owner (Please note if your client was not the project owner)

4) Program Administrator (If not applicable, please enter "N/A")

5) Professional Reference (Name, Title, Phone, Email Address)

6) Bidder’s Role (Prime/Subcontractor/Contract Mgr.)

7) Name of Prime Contractor (if Primed by another company)

8) Name(s) of Project Partners and/or Subcontractor(s)

9) Project Location (State, County, City)

10) Project Economics (including: Total Gross and Net Cost per kWh Installed, Incentives Received, Simple Payback/Return on Investment)

11) Bidder’s Scope of Work

12) Contracted Value of Bidder’s Scope of Work

13) Project Duration (# of months)

14) Project Completion Date and/or Commercial Online Date

Table 7c (3 of 3): Prior experience with battery energy storage deployments.
APPENDIX B: PARTICIPATING CONTRACTOR OBLIGATIONS (REQUIRED)

In order to become a Participating Contractor in MCE’s program for battery energy storage system installation, contractors and/or firms are required to demonstrate an understanding of the program rules, expectations, project process, and obligations under the program. MCE asks that Respondents indicate their willingness and ability to satisfy these requirements by reviewing and initialing each of the items listed below.

Please initial the following statements related to the obligations and requirements of a Participating Contractor under the program. (Note- These items are subject to change. Final Contractor Obligations will be confirmed prior to contracting.)

Part 1. Participating Contractor’s obligations before BESS installation:

_____ Maintain license and insurance documentation, as required by the program.

_____ Submit site-specific drawings and construction plans (including schedule) for each participating property and to the program participant and MCE.

_____ Submit Safety Plans and Protocols

_____ Follow all permitting requirements of a local jurisdiction.

_____ Coordinate work schedule with MCE’s designated M&V provider for the M&V provider to perform spot measurement.

_____ Participating Contractor’s contract with the program participant must provide a warranty for all labor and materials furnished or performed for the program participant from defects in workmanship for a period of at least twelve (12) months after installation is completed. Warranty period shall commence on the date of program participant’s signature on a contractual agreement with the Participating Contractor. During the warranty period, Participating Contractor shall provide replacement materials and the necessary labor (at no additional cost to MCE or the program participant) to replace the defective materials and repair incorrectly operating equipment.

_____ Provide copies of all documents and warranties listed above, including license and insurance documents, warranty to program participants, permits, construction schedule, and any necessary permits, to MCE for review prior to construction.
Part 2. Participating Contractor’s obligations during and after BESS installation:

_____ All installed battery energy storage system installations will be completed in a professional manner, consistent with industry standards, and in conformance with all applicable building codes, zoning laws, regulations, local, state, and federal requirements.

_____ Submit Safety Plans and Protocols

_____ Participating Contractor shall be solely responsible for the work of any and all subcontractors.

_____ MCE and/or its designated M&V provider(s) may conduct quality control inspections before, during, and/or after project construction/installation, and will verify BESS installation at completion.

_____ Participating Contractor shall complete a MCE program study questionnaire after completion of each installation project.

_____ Participating Contractor acknowledges that an MCE program incentive will not be issued to the program participant, or Participating Contractor as applicable, until the installed measure(s) have been verified and approved by MCE and/or its designated M&V provider. If it is determined that the established minimum requirements for a project were not met, the program participant or Participating Contractor as applicable, will not receive the program incentive until installation issues have been addressed by Participating Contractor. Work needed to bring a measure up to the Minimum Performance Requirements will be done at no additional cost.

_____ Provide MCE with line item pricing detailing all costs, discounts, incentives, payments, and other relevant financial line items for MCE program reporting purposes.

_____ Provide MCE with a Commissioning and Testing Report and completed M&V Checklist (provided by MCE or its designated M&V provider) for each installed battery energy storage system.

_____ Provide MCE with proof of all related permit closures and application records upon completion of project.

_____ Maintain accurate business records relating to the installation of measures according to customary industry practice for at least three (3) years following installation. Business records must be made available for verification by MCE if requested.

By signing below, Participating Contractor certifies it has:

1. Read and agreed to all of the requirements stated above (in Appendix B of this RFP) for the program and understands Participating Contractor’s obligations and requirements under MCE’s program for battery energy storage system installation.

2. Submitted all documents and materials required under Section IV of this RFP, and those materials are accurate to the best of Participating Contractor’s knowledge.
3. No knowledge of any unresolved or outstanding complaints before the California State Department of Labor, Licensing and Regulation or a pattern of outstanding litigation that involves its work.

Participating Contractor Signature

Printed Name:

Title:

Organization:
APPENDIX C: STANDARD SHORT FORM CONTRACT

While this is optional, MCE encourages Respondents to review this Standard Short Form Contract and include any redline edits or comments relating to the content of the following contract language or structure.
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.

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
Implementer and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationalitiy, 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.

6. 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 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 may terminate this Agreement by giving five (5) business days’ written notice to the party involved.
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.

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.

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 (“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.

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.

<table>
<thead>
<tr>
<th>Check applicable Exhibits</th>
<th>IMPLEMENTER’S INITIALS</th>
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<tbody>
<tr>
<td>EXHIBIT A. Scope of Services</td>
<td>☑</td>
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<tr>
<td>EXHIBIT B. Fees and Payment</td>
<td>☑</td>
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</tbody>
</table>

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]

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.

   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.

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: ______________________________

IMPLEMENTER:

By: _________________________________
Name: ______________________________
Date: ______________________________

MODIFICATIONS TO ENERGY EFFICIENCY STANDARD SHORT FORM

☐ Standard Short Form Content Has Been Modified

List sections affected: ________________________________

Approved by MCE Counsel: ________________________________ Date: ______________
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.
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 $0,000 for the term of the Agreement.
APPENDIX D: MCE SUSTAINABLE WORKFORCE AND DIVERSITY POLICY: 011

It is a priority interest of MCE to support sustainable workforce opportunities, local economic sustainability, and diversity inclusion through contracting for power resources, procuring goods and services, and implementing hiring initiatives within a framework of competitive service and the promotion of renewable energy, customer programs, and greenhouse gas reduction.

MCE will facilitate and encourage diversity and a sustainable workforce through its support for:

1. Fair compensation in direct hiring, renewable development projects, customer programs, and procurement services;
2. Development of locally generated renewable energy within the MCE service area;
3. Direct use of union members from multiple trades;
4. Quality training, apprenticeship, and pre-apprenticeship programs;
5. Direct use of businesses local to the MCE service area;
6. Development of California based job opportunities;
7. Business and workforce initiatives located in low-income and disadvantaged communities;
8. Direct use of Disabled Veteran-owned Business Enterprises (DVBE) and LGBT-owned Business Enterprises (LGBTBE);
9. Direct use of green and sustainable businesses; and
10. Use of direct hiring practices that promote diversity in the workplace.
## APPENDIX E: GLOSSARY OF ACRONYMS

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Definition</th>
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<tbody>
<tr>
<td>ADR</td>
<td>Automatic Demand Response</td>
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<tr>
<td>BESS</td>
<td>Battery Energy Storage System</td>
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<td>BTM</td>
<td>Behind-the-meter</td>
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<tr>
<td>CAISO</td>
<td>California Independent System Operator</td>
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<td>CCA</td>
<td>Community Choice Aggregation</td>
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<tr>
<td>CEQA</td>
<td>California Environmental Quality Act</td>
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<tr>
<td>COD</td>
<td>Commercial Online Date (also- Commercial Operation Date)</td>
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<tr>
<td>CPUC</td>
<td>California Public Utilities Commission</td>
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<tr>
<td>DAC</td>
<td>Disadvantaged Community</td>
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<td>DER</td>
<td>Distributed Energy Resources</td>
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<tr>
<td>DOR</td>
<td>Division of Responsibility</td>
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<tr>
<td>DSM</td>
<td>Demand-side Management</td>
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<tr>
<td>EPC</td>
<td>Engineering, Procurement, and Construction</td>
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<td>HFTD</td>
<td>High Fire Threat Districts</td>
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<td>ITC</td>
<td>Investment Tax Credit</td>
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<td>kW</td>
<td>Kilowatt</td>
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<td>kWh</td>
<td>Kilowatt-hour</td>
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<td>MCE</td>
<td>Marin Clean Energy</td>
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<td>MW</td>
<td>Megawatt</td>
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<td>NEM</td>
<td>Net Energy Metering</td>
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<td>OBF</td>
<td>On-bill Financing</td>
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<tr>
<td>OBR</td>
<td>On-bill Repayment</td>
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<td>O&amp;M</td>
<td>Operation and Management</td>
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<tr>
<td>OpenADR 2.0</td>
<td>The current version of the open source Automatic Demand Response standard</td>
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<tr>
<td>PSPS</td>
<td>Public Safety Power Shutoffs</td>
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<td>PV</td>
<td>Photovoltaic</td>
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<tr>
<td>RACI</td>
<td>Responsible, Accountable/Approval, Consult, and Inform</td>
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<tr>
<td>SASH</td>
<td>Single-family Affordable Solar Home</td>
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<tr>
<td>SGIP</td>
<td>Self Generation Incentive Program</td>
</tr>
<tr>
<td>SMB</td>
<td>Small and medium business</td>
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