



Contract (Long Form)

This is a Contract between the below named Contractor (“Contractor”), [enter Legal Title], and Pacific Gas and Electric Company (“PG&E”), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105.

Contractor’s Legal Name:	[Name]	PG&E Contract No. [enter #]
Contractor’s Address:	[Street Address] [PO Box] [City, State Zip Code]	This Contract consists of [enter #] pages.

Project Name: [enter Name]

Job Location: [enter Location]

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Scope of Work. This is not an exclusive Contract. This Contract does not guarantee Contractor any Work nor is there any guarantee as to any volume or duration of Work.

[Enter Work Summary here]

ATTACHMENTS: Each of the following documents is attached to this Contract and incorporated herein by this reference:

- Attachment A: COVID-19 Addendum (1 page)
- Attachment 1: [type Scope of Work or Specific Conditions or Specification], Pages [enter # through #]
- Attachment 2: General Conditions, Pages [enter # through #]
- [Attachment X (Use for additional attachments or Delete this line)]

CONTRACT TERM: This Contract is effective upon signature by both parties and expires on [enter Date].

COMPLETION: Contractor shall commence performance hereof when directed to do so by PG&E. Work shall be completed by the completion date of [enter Date]. Time is of the essence.

INSURANCE: Contractor shall maintain insurance in accordance with Section [enter Section # from GC’s] of the General Conditions.

TERMS OF PAYMENT: In accordance with Section [enter Section # from GC’s] of the General Conditions.

CONSIDERATION: As full consideration for satisfactory performance of the Work by Contractor, PG&E’s total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E Contract Change Order, fully executed by both PG&E and Contractor.

TOTAL: [enter total dollar value and appropriate language based on pricing method of Work]

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: [enter FIRM NAME HERE]	
Signature		Signature	
Name	[enter Name]	Name	
Title	[enter Title]	Title	
Date		Date	



ADMINISTRATION			
PG&E Negotiator	[enter Name]	Contractor Representative	
Phone	[enter #]	Phone	
Email	[enter Address]	Email	
Accounting Reference	[enter account number]		
PG&E Work Supervisor:	[enter Name]	Phone:	[enter #]
INVOICE INSTRUCTIONS: As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.	The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status. In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com .		
	Send ORIGINAL Invoice to:	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	Send COPY of Invoice to:	[enter Name] [enter Street Address/Mail Code] [enter City, State Zip Code]	

INTERNAL PG&E USE ONLY			
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	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing	
	<input type="checkbox"/> Director	<input type="checkbox"/> Law	



Attachment A
COVID-19 Addendum

COVID-19. The Parties acknowledge that they are entering into this agreement with knowledge of the existing global COVID-19 pandemic. Despite the existence of the pandemic, the Parties currently believe that they can perform their respective obligations under this Contract. The Parties recognize that during performance of the Contract, the pandemic and associated governmental actions might result in further work restrictions, office closures, restricted hours, shortages of equipment and materials, lockdowns and the like which could temporarily interfere with the Parties' ability to perform their obligations under this Contract. If a Party experiences such a delay, it shall provide prompt written notice to the other Party of the fact of delay and of the circumstances delaying performance, and shall continue to keep the other Party updated. The Parties agree to cooperate with each other and to employ reasonable mitigation measures to minimize the delay and its effects, including but not limited to negotiation of reasonable contract change orders if necessary.

DRAFT CONTRACT



ATTACHMENT 1

THIRD PARTY ENERGY EFFICIENCY

LOCAL GOVERNMENT PARTNERSHIP

PROGRAM REQUIREMENTS

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1 INTRODUCTION

1.1 BACKGROUND

PG&E's vision and strategy to establish its revised portfolio structure is driven by state policies including SB 350 and AB 32. In support of these statewide policies, PG&E's EE Business Plan is built on three guiding principles:

- scale EE cost-effectively by deploying innovative new program models that spur investment in deep and persistent energy savings, effectively target customers with high energy savings potential, focus on selective technology strategies, and lower the barriers of EE investments for customers.
- streamline program offerings within the portfolio to improve the customer and market actor experience and make EE offerings easier for customers to access.
- develop EE as a cost-effective grid resource that is integrated within PG&E with other distributed energy resources, enabling deeper savings, achieving greater market penetration, and producing more location-specific benefits for customers and the grid.

1.2 PG&E REVISED PORTFOLIO STRUCTURE

PG&E's revised third-party (3P) EE portfolio structure will be developed to align around five customer sectors — Residential, Commercial, Public, Industrial, and Agricultural, with four cross-cutting activities supporting them — Codes & Standards ("C&S"), Workforce Education & Training ("WE&T"), Emerging Technologies ("ET"), and Financing. *Figure 1.2 – PG&E's EE Revised Portfolio Focus Areas* presents the themes for each of the five customer sectors, with the cross-cutting sectors at the center of the figure to depict their support of all sectors.



Figure 1.2 – PG&E’s EE Revised Portfolio Focus Areas.

As PG&E transitions to a fully 3P Implementer supported EE portfolio that includes 3P EE Programs and Local Government Partnership (LGP) Programs, PG&E’s role will evolve to that of a Portfolio Administrator (PA), and the role of 3P Implementers implementing LGP Programs will also evolve beyond the scope observed today. *Figure 1.3 – 3P Implementer Roles in EE Programs* that include LGP Programs provides a simple depiction of these changing roles for both PG&E and 3P EE Implementers.

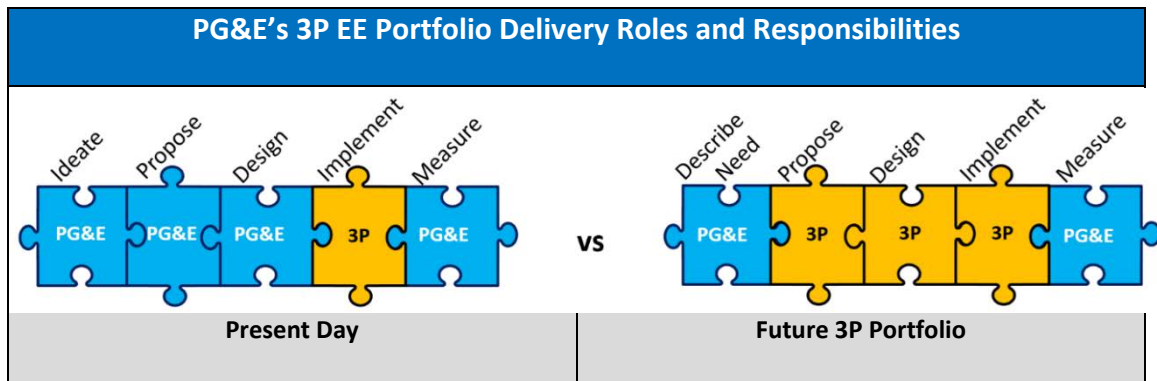


Figure 1.3 – 3P Implementer Role in EE Programs.

1.3 VISION FOR LGP PROGRAMS

PG&E's vision for LGP Programs complements the revised portfolio structure by aligning these programs to serve local governments in the Public Sector, especially those serving Hard-to-Reach ("HTR") customers and Disadvantaged Communities ("DAC"). The CPUC has placed special emphasis on the Public Sector¹ and as such, PG&E has prioritized the local government segment as a portfolio need. Specifically, PG&E wishes to leverage non-resource LGP Programs to identify energy-saving opportunities within the public sector and/or with HTR customers or within DACs within the following categories:

1. Increasing the opportunities for customers to save energy in local public buildings, especially for those local governments that serve HTR and/or disadvantaged communities customers
2. Increasing the opportunities to save energy for any HTR customers and/or customers in DAC through working with local governments
3. Improving local government staff capacity to conduct activities that will lead to energy efficiency for the local government and/or its communities.

1.4 PG&E PORTFOLIO ADMINISTRATION

PG&E's responsibility as a PA centers on designing an EE portfolio that achieves all required portfolio metrics, obligations, and policy objectives in an optimal way. PG&E will work collaboratively with other CPUC designated PAs to ensure the efficient deployment of Statewide programs and avoid conflicts with other LGP efforts. While PG&E is responsible to deliver on a broad set of portfolio metrics, the CPUC measures the effectiveness of an EE portfolio via four distinct metrics (corresponding units in parentheses):

¹ Designated in the PG&E Business Plan as local, state, or federal government buildings, or buildings in K-12 or higher education. This includes buildings that may fall within special districts if the special district is a government agency.

-
- Energy Savings (electricity in GWh and natural gas in MM therms);
 - Peak Electricity Demand Savings (MW);
 - Emissions Savings (tons of CO₂ and tons of NO_x);
 - Cost-Effectiveness (compares avoided costs from EE programs with program and participant costs).

1.4.1 PG&E Manager's Responsibilities

PG&E will assign a program manager ("PG&E PM") to perform the program administration duties required by the CPUC and as set forth in this Agreement which includes, but is not limited to:

- Implementer oversight;
- Implementer management, payments, any necessary corrective action, and monitor elevated customer service complaints;
- Review of implementer performance and program performance including progress on their program's Key Performance Indicators, budget adherence, timely delivery of reporting requirements;
- Assisting the coordination of the Implementer's program with other applicable EE program opportunities available to enable a customer to achieve maximize energy savings; and
- Monitoring the Implementer's program administration for compliance with PG&E EE Program portfolio requirements.

1.4.2 Implementer Representative

Implementer shall assign a representative(s) to be the point of contact for all communications with PG&E's PM regarding the implementation and administration of Implementer's program. In the event Implementer replaces any representative, PG&E's PM will be promptly notified in writing.

2 IMPLEMENTER PROGRAM REQUIREMENTS

Implementer's program will be included in PG&E's 3P EE Program portfolio and contribute to PG&E's compliance with the CPUC 3P EE program funding requirement set forth in CPUC D.18-01-004.

PG&E's contracting requirements require the Implementer to comply with current and upcoming PG&E Policies, CPUC regulatory requirements, procedures, protocols processes, Program specific rules and Manuals, except for PG&E Policies, are all subject to change

without written notification to Implementer but are published and made available for Implementer to monitor as publicly available. CPUC regulatory and related requirements and updates impacting Implementer's program is the responsibility of Implementer to monitor.

The LGP program will support non-resource efforts to identify energy-saving opportunities within the public sector and/or with HTR customers or within DACs within the following categories:

- Increasing the opportunities for customers to save energy in local public buildings, especially for those local governments that serve HTR and/or disadvantaged communities customers
- Increasing the opportunities to save energy for any HTR customers and/or customers in DAC through working with local governments
- Improving local government staff capacity to conduct activities that will lead to energy efficiency for the local government and/or its communities.

LGP Programs will focus solely on providing non-resource activities.

2.1 LGP PROGRAM OVERVIEW

Implementer shall provide an introduction, high-level, description of Implementer's program, to include the program's objectives, sector and intervention strategies in TAB A and TAB B of the Attachment 2 Data Form.

2.2 IMPLEMENTER'S PROGRAM ALL INCLUSIVE TOTAL BUDGET

Implementer shall provide its total program budget for each year of the Agreement for the authorized Program under Attachment 2 in TAB E of the Attachment 2 Data Form. Implementer's program budget must be all inclusive of total program costs, including but not limited to: administration, marketing, direct implementation (non-incentive) costs, including any costs required for data collection to support CPUC Evaluation Measure and Valuation (EM&V) efforts for non-resource activities completed during the Agreement Term. (Implementer's Program Budget)

Implementer's Program Budget categorization of costs must follow the CPUC's guidance as provided in the most current version of the Energy Efficiency Policy Manual², which is subject to change. Implementer shall notify PG&E PM if at any time there is significant change in the current Energy Efficiency Policy Manual requirements that impact, or may impact, Implementer's Program Budget allocation of costs based the CPUC cost

² Energy Efficiency Policy Manual v6 (April 2020)

categorizations.

2.2.1 Authorization of Implementer's Program Budget and Not-to Exceed All Inclusive Amount

PG&E will issue Contract Work Authorization (CWA) to authorize and administer each Implementer Program Budget during the Agreement Term. The Implementers Program Budget (detailed in TAB E of the Attachment 2 Data Form) is the maximum amount of funding allocated for the duration of the Agreement Term and is required to contact the PG&E PM in writing, prior to exceeding Implementer's Program Budget to enable PG&E and Implementer the opportunity to discuss the circumstances and need for potential modification. A sample CWA is attached as Exhibit A.

2.2.2 Implementer's Program Approved Annual Funding Allowance

PG&E will determine and approve under Implementer's program authorized CWA an annual Program funding allowance (Annual Program Funding) to be made available to Implementer for the delivery of its Program services under the Implementer's Program Budget. This Annual Program Funding amount will be documented and signed off by the parties. If during any given year the Annual Program Funding amount approved requires to be increased, the Parties agree to discuss the circumstances warranting such increase and if mutually agreeable will increase such Annual Program Funding amount accordingly.

2.2.3 Implementer Program Budget Adjustments

PG&E reserves the right (but shall have no obligation) to reduce or increase Implementer's Program Budget. PG&E may consider several factors when deciding to reduce, increase, shift or terminate any of Implementer's Program Budget which shall include, but is not limited to:

- a. Customer Satisfaction/Program Quality: PG&E will consider Implementer's program customer satisfaction and Program quality when assessing Implementer's performance.
- b. Coordination and Integration: PG&E will determine, in its sole and absolute discretion, whether Implementer has satisfactorily fulfilled its coordination obligations with other EE programs, including those offered by PG&E, other IOUs or non-IOU PAs.
- c. Timely and Accurate Reports: PG&E may consider reducing or terminating Implementer's Program Budget if PG&E determines in its sole discretion, that Implementer is not preparing timely and accurate reports.
- d. Key Performance Indicators (KPIs): PG&E may consider reducing or terminating Implementer's Program Budget if PG&E determines in its sole discretion, that Implementer is not preparing timely and accurate reports

2.3 IMPLEMENTER NON-RESOURCE PROGRAM DESIGN

In Attachment 2, Implementer shall provide a narrative that describes the fundamental purpose, key objectives, standout features, unique capabilities of the program, the program strategies, the key activities staff will perform, how the activities relate to and support each other, customer group(s) targeted, geographies served. In addition, the Implementer shall describe the program efforts to identify energy-saving projects within the public sector or with HTR customers or within DACs within the following three categories:

1. activities that support energy saving projects in the Public Sector;
2. activities that support energy saving projects for HTR and DAC customers; and
3. activities that support building capacity to help save energy.

2.3.1 Implementer's Program Changes

Implementer's program must substantively align with the Implementer's program design described in Attachment 2. PG&E acknowledges the Implementer's program may need to change in response to customer feedback and market experience, to optimize its benefits. Any material changes to Implementer's program shall require PG&E's prior written approval, without which Implementer may not qualify for compensation. Implementer shall also update the program Implementation Plan (Section 4.1.3), as applicable. Approved Implementer program changes may require a change in compensation. Examples of material changes include, but are not limited to:

- program theory, including strategies and expected outputs and outcomes;
- customer sectors and segments targeted;
- customer sizes served;
- geographies served; and
- utilization of resource and/or non-resource program elements that support energy savings acquisition.

2.3.2 Geographic Areas and Customers Served by the Program

Implementer's Program Budget must directly benefit the customers in the PG&E Service Territory from which the customer pays the Public Purpose Program charge.

To avoid customer confusion and avoid duplication and overlap of services among the offerings of other programs, Implementer shall abide by the assignment of eligible customers, excluded customers (if any), and eligible geographic areas as detailed in Attachment 2. PG&E reserves the right in its sole discretion to amend these assignments during the Program. No deviation from these assignments is permitted without the prior written consent by the PG&E PM.

2.3.3 Cost Effectiveness

Noting that non-resource programs do not directly produce benefits that are considered toward portfolio benefit-cost analysis, such as the Total Resource Cost (TRC) test, Implementer shall describe in Attachment 2 how this program supports PG&E’s ability to forecast and deliver a cost-effective energy efficiency portfolio.

2.3.4 LGP Desired Outcomes

In Attachment 2, the Implementer shall describe how the program aligns with the LGP desired outcomes and needs detailed in Table 2.1. If the program addresses multiple desired outcomes, describe which activities support each outcome and how they work together for a cohesive customer experience.

Table 2.1 – Desired Program Outcomes and Needs

Desired Outcomes	Program Needs
<p>LGPs Supporting Energy Saving Projects in the Public Sector</p>	<p>Facilitating Projects with Deeper Savings, More Comprehensive EE – Help public customers identify energy efficiency projects in public buildings (especially projects with deeper, more comprehensive EE and/or EE/DR integration). Support the implementation of Energy Management Processes/Plans and CPUC workforce standards (D.18-10-004).³ The EE projects should support PG&E’s need to implement a cost-effective EE portfolio.</p> <p>Increasing Awareness Among Key Decisionmakers in the Public Sector – The objective is for all local public buildings within a jurisdiction to have the ability to be compared to each other to improve EE awareness.</p> <p>The Department of Energy’s Public Sector Benchmarking Plan, is an example of how this can be done: https://www.energy.gov/sites/prod/files/2017/09/f36/tap_designing_a_benchmarking_plan.pdf.</p>
<p>LGPs Supporting Energy Saving Opportunities for HTR and DAC Customers</p>	<p>Facilitating Opportunities with Deeper Savings, More Comprehensive EE – Work with local governments to help communities identify energy efficiency opportunities for HTR or DAC customers (especially opportunities with deeper, more comprehensive EE and/or EE/DR integration). The EE opportunities should support PG&E’s need to implement a cost-effective EE portfolio.</p>

³OP 1 and 2.

Desired Outcomes	Program Needs
<p>LGPs Supporting Building Capacity to Help Save Energy</p>	<p>Improving EE Knowledge of Key Public Sector Staff – Support EE training directed at key public sector staff whose job responsibilities are directly related to managing energy use (e.g., facilities managers, etc.) by leveraging and building upon PG&E’s existing Workforce, Education and Training opportunities. Examples of potential trainings to leverage include Building Operator Certification, Title 24 standards as applicable to EE, or advanced lighting controls.</p>
	<p>Advancing EE Community-wide – Community-wide Energy Action Plans (EAP) would include a long-term energy efficiency vision and plan (in kWh savings or % reduction).</p>
	<p>Supporting GHG Inventories - Completing a GHG inventory which could include specifying the inventory type (e.g., municipal, K-12, community-wide, etc.) and specifically what it will cover (e.g., will it cover streetlights and traffic signals, water delivery facilities, etc.).</p>
	<p>Advancing EE in Public Sector Policies – This could include policies that set the specific EE requirements when a public jurisdiction procures energy-using equipment.</p>
	<p>Creating and Adopting Standards for Municipal Facilities – This could include policies to demonstrate energy leadership within a community by ensuring that municipal buildings are energy efficient. Examples are LEED and ENERGY STAR ratings.</p>

2.4 PROGRAM MANAGEMENT & RISK

2.4.1 Program Management Approach & Schedule

The Implementer program requires coordination of various program activities in a timely manner and the ability to adjust the program plan to accommodate changing market realities as they unfold. Implementer shall describe the organizational framework in Attachment 2 to implement, monitor, and control the schedule, communications, Implementer’s Program Budget, and overall scope of the program, including; authority levels, relationship to any key contractors. In addition, for each phase of the program lifecycle the Implementer shall identify the activities, key milestones or deliverables, etc. in TAB C of Attachment Data Form.

2.4.2 Risk Management Approach

Implementer shall identify potential major risks and obstacles to successful program

performance (e.g., occurrences that cause a program to fall short on schedule, project acquisition, etc.) and the ramifications of each risk in TAB D of the Attachment 2 Data Form. For each identified risk, Implementer shall define the mitigation plan to prevent or limit the identified risks from affecting program performance.

2.5 OUTREACH & ACQUISITION

Implementer shall describe in Attachment 2 the processes, tools, channels, materials, and strategies the program will use to identify, engage, and enroll customers into the program as well as identify data required from PG&E, if any, for the following three categories:

1. activities that support energy saving projects in the Public Sector;
2. activities that support energy saving projects for HTR and DAC customers; and
3. activities that support building capacity to help save energy.

The expected results should align with program’s KPIs (Section 2.8.1).

2.5.1 PG&E Support Services

As PG&E evolves to a new 3P EE Program portfolio structure, the way PG&E enables Implementers in its portfolio to easily and effectively serve its customers is similarly evolving. To support the cost-effective administration of the portfolio, PG&E may offer optional support services in the areas of branding, marketing, customer account representatives, and data access & analytics (“PG&E Services”).

Implementer is not permitted to use PG&E’s name and marks except as expressly approved by PG&E and as required in PG&E’s Co-Branding and Marketing Support Services statement of work (Co-Branding and Marketing SOW), if any, as included in Attachment 2. Use of the marks identified in the Co-Branding and Marketing SOW is subject to the licensing terms and restrictions in the General terms and Conditions in the parties Agreement, and the PG&E Co-Branding and Marketing Policies that are included in the Co-Branding and Marketing SOW in Attachment 2.

PG&E will provide a basic set of minimum program support activities to all Implementers for their LGP Program as defined in Table 2.2 which PG&E provides at no additional cost.

Table 2.2 – PG&E Minimum Program Support Services

PG&E Minimum Program Support Services	
Minimum Brand Support Activities	LGP Brand Only - Unless expressly permitted by PG&E, the program cannot co-brand with PG&E for marketing purposes. The name PG&E can only be referenced to state: “This [program name] is offered by [Implementer’s name] and is funded by PG&E customers in compliance with the regulatory mandates

	<p>under the auspices of the California Public Utilities Commission. Implementer, nor any Implementer Party shall represent themselves as agents of PG&E, or working on behalf of PG&E, or that PG&E’s endorses the Services or work they perform.</p> <p>Implementer shall be required to submit to PG&E’s marketing team all non-cobranding LGP marketing collateral to ensure accuracy and that PG&E Marketing Requirements in Exhibit B are met prior to the Program Launch Date.</p>
Minimum Marketing Support Activities	EE Program Mention - Each program in PG&E’s EE portfolio will receive a basic listing on PG&E’s third-party program webpage and inclusion in PG&E’s Call Center Routing system for customers / potential customers.
Minimum Account Representative Support Activities	Reactive Customer Support for Unresolved Customer Issues - PG&E will continue to provide reactive customer support to existing business customers or partners that require escalated follow-up (customer complaints) related to the implementation of a LGP program.
Minimum Data Access Support Activities	<p>Self-Serve Customer Data - When a customer has granted LGP access to their data, Implementers can access customer data through self-service customer data products such as Share My Data and Building Benchmarking Portal. Depending upon the data access tool employed, available data varies by customer segment, latency, historical data available, electric or gas, etc. More information on self-service customer data products can be found at PG&E’s Energy Data Hub website.</p> <p>PG&E-provided Customer Data - Implementers with a contract with PG&E can obtain select customer data of customers enrolled in their program directly from PG&E by maintaining an annual IT data security assessment (Third-Party Security Review).</p>

Implementers accessing customer data through Share My Data shall adhere to the requirements as specified in PG&E’s Share My Data Requirements. The Share My Data Requirements will be an exhibit to the Program Policies and Procedures Manual (P&P) defined in Section 4.1.4.4 (Program Policies and Procedures Manual).

PG&E may make optional program support activities available as defined in Table 2.3. PG&E Optional Support Services are not provided to Implementers for free. Implementer will estimate the budget for each PG&E Support Service requested based on the scope of work for each service agreed upon during contract negotiations. The Implementer’s price will be reduced to offset the costs of optional PG&E Support Services; this offset will be added to TAB E – Program Budget in Attachment 2 Data Form during contract negotiations. All PG&E Support Service Scope of Work(s), if any, shall become exhibits of Attachment 2. Actual costs for PG&E Support Services will be reviewed and reported on an on-going basis and true-up on an annual basis, at a minimum. Remaining Support Service(s) budget will roll forward to the next year. Requests for additional Support Service(s) budget must be submitted in writing to PG&E’s PM for review/approval and may result in a reduction of the Implementer’s Program budget. PG&E will only provide optional PG&E Support Services if

doing so results in greater value to PG&E customers, in the form of reduced total program costs, or improved program performance / lower program risk at a similar or lower cost.

Table 2.3 – PG&E Optional Program Support Services

PG&E Optional Program Support Services		
Branding	Co-Branding (PG&E Lead)	Implementer can incorporate use of the PG&E brand through co-branding. The Program is branded with the LGP and the PG&E brands, and the PG&E brand is the lead visual.
	PG&E Brand Only (Licensed)	Implementer can request to license use of the PG&E brand solely. PG&E is the only visual.
Marketing Campaign Management	Program Awareness	Activities that generate customer awareness of Program offerings, introduce them to program/products/services, and nurture them with targeted content. Examples of this service include more prominent PG&E website mentions and integration, digital media and social marketing.
	Customer Acquisition	Strategic planning and execution of activities performed by PG&E to successfully acquire customers into program participation. Examples of this service include email marketing, direct mail SMS, telemarketing and door-to-door.
	Customer Retention	PG&E will support existing customers within a program to keep them enrolled. Examples of this service include email marketing, direct mail and SMS/text messaging.
	Customer Research and Insights -	PG&E will design and manage quantitative research to estimate market potential, measure program effectiveness and market adoption. Examples of this service include on-line panels and/or survey-based study techniques.
	Additional Services	PG&E Marketing personnel available to consult on various program topics including public relations, marketing analytics, email and direct mail reporting, etc.
Account Representative	Prospecting	Work performed to identify existing and potential business customers that fit the ideal profile for program participation. An example of this service includes conducting in-house analysis of established customer relationships to develop a targeted prospective customer contact list for a specific program offering.
	Qualifying	Work performed to develop identified customer prospects into leads and opportunities based by selling the features and values of the solution of the program. This service includes contacting and engaging prospective customers to create awareness and interest of a program offering and generate a list of qualified "warm" leads.
	Closing	Work performed to successfully obtain commitment of existing and new customers for program participation and agreement to implement proposed energy efficiency solutions. This service

		includes telephone and in-person meetings to convert interested customers into committed program participants through tailored customer service support.
Data and Analytics	Data Analytics	PG&E performed data analysis to support program.

2.6 COORDINATION WITH OTHER PROGRAMS

Implementer shall describe in Attachment 2 how the program will track and coordinate with other programs operating in the target market.

2.7 COMPENSATION & PERFORMANCE

2.7.1 Payment Structure

In TAB F of the Attachment 2 Data Form, the Implementer shall provide a detailed breakdown of the program compensation structure and budget based on the following cost structures:

- Time and Materials;
- Deliverable and/or Milestone; or
- A combination of both.

2.7.1.1 Time and Materials Labor Cost Structure

Implementer programs with a time and material labor cost structure will provide details regarding job title, job level, and labor rate associated with contributors to the program for any portion of the program budget structured as time and materials (“T&M”) in TAB G of the Attachment 2 Data Form.

2.7.1.2 Deliverable and/or Milestone Cost Structure

Implementer programs with a deliverable and/or milestone cost structure will provide details regarding the specific deliverable(s) and/or milestone(s) triggering payment for any portion of the program budget structured as deliverable and/or milestone in TAB F of the Attachment 2 Data Form.

2.8 KEY PERFORMANCE INDICATORS AND EVALUABILITY

2.8.1 Key Performance Indicators

KPIs are specific measurable values that demonstrate how effectively an LGP is achieving key business objectives and will be the primary means by which PG&E will assess

Implementer performance on an ongoing basis.

Implementer shall use commercially reasonable efforts to meet the Key Performance Indicators for the Program defined in TAB H of the Attachment 2 Data Form. Implementer shall indicate where in the Program lifecycle each KPI is applicable in TAB C of the Attachment 2 Data Form. Implementer shall provide to PG&E all documentation and accurate data needed to demonstrate compliance with each KPI and to calculate satisfaction of each KPI, at the frequency stipulated in the Final Implementation Plan or as reasonably requested by PG&E. PG&E shall review Implementer's performance in achieving each KPI once per calendar quarter or as otherwise deemed necessary by PG&E. If PG&E determines that Implementer does not meet one or more of its KPIs, then, in addition to and without limiting any and all remedies available to PG&E as provided in this Agreement, Implementer shall provide PG&E with an action plan detailing the reasons why the KPI(s) were not achieved and the steps (and timeline for those steps) Implementer shall take to remediate and achieve its KPI(s) in a timely manner.

2.8.2 LGP Performance Data Collection Plan

Implementer's program data must be complete, accurate, and timely to support program evaluation studies and enable the accurate calculation of program KPIs. Implementer shall submit a data collection plan in Attachment 2 which includes:

- a. Approach to monitoring activities, including data collection and analysis, for use in managing the program and continuous improvement. Include a summary of the required data, the source of the data, and the ability to obtain it (e.g., timeliness, format, latency, etc.). No additional data collection efforts should be required outside of ordinary program operations to fulfill the monitoring activities.
- b. In the context of determining and verifying accomplishment of program milestones and deliverables, the data collection plan shall include the required data, the source of the data and ability to obtain it (in timeliness, format, etc. needed), and the frequency provided to PG&E.

2.8.3 Other Program Metrics

Implementer shall provide to PG&E all documentation and data needed to calculate all Program Metrics set forth in the Final Implementation Plan, at the frequency stipulated in the Final Implementation Plan. Such data includes, but is not limited to, data in support of sector-level and portfolio-level metrics, as approved by the CPUC.

2.8.4 Evaluation, Measurement and Verification Requirements, including Guidelines about Normalized Metered Energy Consumption ("NMEC") Design

Requirements.

Implementer shall:

- a. Only enroll customers that qualify for Program services;
- b. Comply with current policies, procedures, and other required documentation as required by PG&E;
- c. Report Customer Participation Information to PG&E;
- d. Work with PG&E's evaluation team to define Program-specific data collection and evaluability requirements, and in the case of NMEC, which independent variables shall be normalized.

2.8.4.1 To the extent applicable and throughout the Term, PG&E 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. Implementer shall use CPUC approved values upon PG&E's request and PG&E will negotiate with Implementer as needed to modify Implementer's Program budget and/or overall Program Energy Savings consistent with the requested change.

2.8.4.2 Implementer shall comply with all CPUC directives regarding Program EM&V and must fulfill all EM&V activities as may be required by the CPUC.

2.8.4.3 If required by the CPUC to support EM&V activities, Implementer shall cooperate fully with the CPUC EM&V contractor and subcontractors and provide all requested information, if any, to assure the timely completion of all Plan Tasks requiring Implementer involvement or cooperation.

2.8.4.4 Implementer shall cooperate with any PG&E-administered process evaluation or review. For some activities, Implementer may be reimbursed for reasonable costs associated with PG&E-administered process evaluations during the contract performance period. PG&E may review and negotiate with Implementer as needed to finalize any process evaluation scope and budget, and amend the Parties Agreement as may be required in accordance with PG&E's Change Order procedures.

2.8.4.5 For EM&V efforts or any financial or operational audit, Implementers shall make available to PG&E upon demand, full program descriptions, and detailed descriptions of data tracking systems, baseline conditions, and detailed participant data including financial assistance amounts. For EM&V reporting, Implementer shall use definitions of terms supplied by PG&E (including, without limitation thereto, definitions of residential, non-residential, retrofit, new construction).

2.9 PROGRAM INNOVATION

The Implementer shall detail in Attachment 2 how the Program is innovative by ultimately increasing the uptake of cost-effective EE by advancing a technology, marketing strategy, or delivery approach in a manner different from previous efforts.

2.10 INTEGRATED DEMAND-SIDE MANAGEMENT (“IDSM”) PROGRAM DESIGN (IF APPLICABLE)

If applicable, Implementer shall detail in Attachment 2 the program’s design elements that address integrated demand-side management IDSM that are consistent with the Commission’s objectives and guidance (See Appendix A, IDSM).

2.11 HTR / DAC CUSTOMERS (IF APPLICABLE)

The Commission has adopted policies and performance metrics that encourage PAs and Implementers to encourage hard-to-reach (“HTR”) customers and customers in disadvantaged communities (“DACs”) to participate in EE program opportunities.

If applicable, Implementer’s program design detailed in Attachment 2 will include how it will meet the unique needs and address barriers specifically relevant to HTR customers and customers in DACs.

2.11.1 Implementer HTR Program Approaches

Implementer shall describe in Attachment 2 the HTR target market for its program, including:

- a. customer characteristics (geographic, language, income, etc.) the program will consider when targeting HTR customers;
- b. existing market barriers that limit participation of HTR customers and how the program will address to maximize energy savings for HTR customers;
- c. any additional HTR-specific goals and objectives (outcomes) or anticipated HTR-related benefits of the program;
- d. relative scale of HTR efforts in the context of the overall program (i.e., 100% focus of the program, 5% of program budget dedicated to HTR, etc.).

2.11.2 Implementer DAC Program Approaches

Implementer shall describe in Attachment 2 the DAC target market for the Program, including:

- a. geographic DAC areas the program will target;

- b. existing market barriers that limit participation of members of the DAC and how the program will address to maximize energy savings for DACs, in line with SB 350 and Commission direction⁴;
- c. any additional DAC-specific goals and objectives (outcomes) or anticipated DAC-related benefits of the program;
- d. relative scale of DAC efforts in the context of the overall program (i.e., 100% focus of the program, 5% of program budget dedicated to DAC, etc.).

2.11.3 Method for Calculating Co-Benefits and Economic Development Benefits of Programs in Disadvantaged Communities and/or for Hard-to-Reach Customers

Implementer shall utilize the methods approved by the CPUC to calculate co-benefits and economic development benefits of the Program once they are available. Upon such time, Implementer shall detail all documentation and data necessary to calculate the co-benefits (or non-energy benefits – NEBs) and economic development benefits of the Program, including the frequency each will be provided to PG&E, in the Program Policies and Procures Manual. **PG&E will collaborate with Implementer to review CPUC methods once available and may adjust Agreement scope and budget if data requirements are extensive.**

2.12 IMPLEMENTER PROGRAM REGULATORY COMPLIANCE REQUIREMENTS

All Implementer's operating a program under PG&E's 3P EE Program portfolio as approved in D.18-05-041 and receiving ratepayer funding, are required to adhere to all CPUC regulatory 3P program policies and guidance (3P Program Regulatory Requirements). A list of the CPUC 3P Program Regulatory Requirements provided with the underlying Request for Proposal for Implementer's program is attached as Appendix B, and subject to change and may be updated at any time without notice to Implementer by PG&E. All 3P Program regulatory Requirements, changes, updates and so forth are the responsibility of the Implementer to monitor.

2.13 PROGRAM TEAM

In Attachment 2, Implementer shall detail the team composition and credentials of key

⁴ D.18-05-041, p. 39: "Our purpose for focusing on disadvantaged communities is to fulfill the statutory requirement, enacted by SB 350, to report on and include specific strategies for maximizing the contribution of energy efficiency savings in disadvantaged communities as identified pursuant to Section 39711 of the Health and Safety Code (Public Utilities Code Sections 913.10 and 913.11; these reporting requirements originated from SB 350 (2015), which located them in Sections 454.55 and 454.56; SB 1222 (2016) subsequently relocated them to Sections 913.10 and 913.11)." See also, D.18-05-041, p. 158 (Finding of Fact 10): "SB 350 requires the Commission to report specific strategies for, and an update on, progress toward maximizing the contribution of energy efficiency savings in disadvantaged communities identified pursuant to Section 39711 of the Health and Safety Code."

program personnel including the program manager that will lead implementation and the steady-state operations of the program and team leads from each firm subcontracted. Implementer shall notify PG&E in writing 5 business days prior to implementing personnel changes for PG&E's review and approval.

3 OTHER PROGRAM REQUIREMENTS

3.1 CONTRACTOR'S LICENSES

Implementer shall include a copy of all applicable contractor licenses, if any, necessary to fulfill its program functions in Attachment 2. Implementer is responsible to ensure their Implementer Parties have and maintain the appropriate contractor's license(s) prior to performing such work for Implementer's program.

3.2 PREVAILING WAGE REQUIREMENTS

To the extent applicable, Implementer is required to adhere to prevailing wage and other labor requirements as required by law. EE funds may constitute a payment of public funds in connection with construction, demolition, installation, maintenance, or repair work, and may trigger prevailing wage requirements. In general terms, if a Program receives funds allocated from EE payments and the Program projects includes construction, demolition, installation, maintenance, or repair work, the project may be considered a public work (as defined under Labor Code section 1720), and the installer would be required to pay prevailing wages for that labor. In accordance with state law, the Implementer to whom the contract is awarded, and all its subcontractors employed for a public work project are required to pay not less than the specified general prevailing wage rates to all workers, including working owners and partners, employed in the execution of the contract under Labor Code Section 1770 et seq. The applicable prevailing wage rates may be found at: <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Implementer's awarded a public work contract will also have to comply with all rules and regulations for performing work on a public work including employing registered apprentices in accordance with Labor Code Section 1777.5. Implementer is responsible for determining the application of prevailing wage laws to their projects under their program. PG&E is not in a position to advise on the application of these labor laws to Implementer's program's individual projects.

3.3 REGULATORY WORKFORCE STANDARDS REQUIREMENTS

3.3.1 Workforce Standards for Heating, Ventilation, and Air Conditioning ("HVAC") and Advanced Lighting Control Programs or Projects (if applicable)

At all times during the Agreement Term and to the extent applicable, Implementer shall comply with, and shall cause its Implementer Parties to comply with the applicable CPUC mandated Workforce Standards which shall be included in the Attachment 2 and

Implementer's Final Implementation Plan. Prior to commencement of any Services, once per calendar year, and at any other time as may be requested by PG&E, Implementer shall provide all documentation necessary to demonstrate to PG&E's reasonable satisfaction that Implementer has complied with the Workforce Standards.

If and to the extent Implementer's Program implements Projects for:

a. For Heating, Ventilation, and Air Conditioning ("HVAC") Energy Efficiency Programs or Projects:

For all Implementer program projects and for each Measure, installed, modified, or maintained in a non-residential setting where the project is seeking an energy efficiency incentive of \$3,000 or more, Implementer shall ensure that each worker or technician involved in the project meets at least one of the following 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 according to the Department of Industrial Relations definition, 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.
- 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.

b. For Advanced Lighting Control Programs or Projects:

For all Program Projects and for each Measure, installed in a non-residential setting where the advance lighting control project is seeking an energy efficiency incentive of \$2,000 or more, Implementer shall ensure that all workers or technicians involved in the project are certified by the California Advanced Lighting Controls Training Program. 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.

3.3.2 General Workforce Standards

The Program's workforce requirements in Attachment 2 shall be included in their entirety in Implementer's Final Implementation Plan that support the Program outcomes and detail compliance verification. Implementer shall describe in Attachment 2:

-
- a. how the quality of the workforce supports program outcomes and how the Program will comply with this requirement;
 - b. workforce standards (including any certifications, apprenticeship programs, accredited degrees or other workforce training programs) incorporated into the program to establish compliance with this requirement and why the workforce standards provide the relevant skills to support the program; and
 - c. how compliance will be demonstrated throughout the program lifecycle.

Prior to commencement of Implementer's Program services, and once per calendar year, and at any other time as may be requested by PG&E, Implementer shall provide all documentation necessary to demonstrate to PG&E's reasonable satisfaction that Implementer has complied with the Workforce Standards.

3.4 DIVERSE AND DISADVANTAGED BUSINESS AND EMPLOYEE TERMS, INCLUDING SMALL BUSINESSES

3.4.1 Diverse Business Enterprises - PG&E's Supply Chain Responsibility Policy

It is PG&E's policy that small and diverse businesses shall have the maximum practicable opportunity to participate in providing the goods and services purchased by PG&E. Small and diverse businesses include Diverse Business Enterprises ("DBEs"), Small Business Enterprises ("SBEs"); and Women, Minority, Disabled Veteran and Lesbian, Gay, Bisexual, and Transgender Business Enterprises ("WMDVLGBTBEs").

- a. Implementer agrees to comply, and to require all Subcontractors and sub-Subcontractors to comply, with PG&E's Supply Chain Responsibility Policy, Exhibit D, attached hereto and incorporated herein. Implementer shall provide a copy of Exhibit D to each prospective Subcontractor.
- b. Implementer shall act in accordance with its completed Subcontractor and Supplier Utilization Plan, Exhibit C1, attached hereto and incorporated herein, in the performance of the Work and in the award of all Subcontracts.
- c. In addition, if the Contract exceeds \$500,000 (\$1 million for construction contracts), Implementer shall comply with Exhibit D1, Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, attached hereto and incorporated herein, and the Subcontractor and Supplier Utilization Plan must include provisions for implementing the requirements of Exhibit D1.
- d. Implementer shall describe in Attachment 2 how the Program will comply with the requirements of Exhibit D. The requirements of Exhibit D, along with a completed, signed copy of Exhibit C1, will be incorporated into the Agreement.
- e. Implementer may request PG&E make the Supply Chain Responsibility Policy forms submitted with the RFP part of this Agreement if the information within the form is accurate in lieu of submitting new forms.

3.4.2 Disadvantaged Workers

Implementer agrees to comply, and to require all Implementer Parties to comply, with the Disadvantaged Worker requirements set forth in the Final Implementation Plan. Implementer shall provide a copy of such requirements to each Implementer Party and report any Disadvantaged Worker information to PG&E monthly in PG&E's program database (e.g. Energy Insight).

Implementer shall describe in Attachment 2 the manner by which their program will provide Disadvantaged Workers with improved access to career opportunities in the energy efficiency industry for programs.

3.5 RIGHTS TO ACCESS CUSTOMER SITES

Implementer shall be responsible for obtaining any and all access rights from customers and other third parties to the extent necessary to render its Services. Implementer shall also procure any and all access rights from Implementer Parties, customers and other third parties to enable PG&E and CPUC employees, representatives, designees and contractors to access such sites in compliance with applicable CPUC regulatory requirements.

3.6 PROGRAM COORDINATION WITH OTHER PROGRAM ADMINISTRATORS

Implementer shall coordinate with Program Administrators below while administering their EE program in the same geographic area:

- Association of Bay Area Governments (BayREN)
- Tri-County Regional Energy Network (3C-REN)
- MCE

Implementer shall include in Attachment 2 which Program Administrators they will need to coordinate and how such coordination will be implemented.

3.7 QUALITY ASSURANCE PROCEDURES

In Attachment 2 the Implementer shall provide an overview of the Quality Assurance Procedures for its Program offerings to ensure the program meets minimum standards appropriate for the Program ("Minimum Qualifications"). As applicable, the Quality Assurance Procedures must be sufficiently robust to confirm that the Program complies with Applicable Law, CPUC requirements, and PG&E's Resource Saving Rulebook. Additionally, Quality Assurance Procedures must include, but are not limited to: (i) industry standard best practices; and (ii) procedures that ensure customer satisfaction, and that the Minimum

Qualifications are satisfied.

3.8 BILLING, ENERGY USE, AND PROGRAM TRACKING DATA

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), and Rolling Portfolio sector and implementation plan metrics.

Implementer shall make available to PG&E upon demand, detailed descriptions of the program, data tracking systems, baseline conditions, and participant data, including financial assistance amounts.

Implementer shall make available to PG&E any revisions to Implementer's program theory and logic model ("PTLM") and results from its quality assurance procedures and comply with all EM&V requirements, including reporting of progress and evaluation metrics.

4 SCOPE OF DIRECT SERVICES IMPLEMENTER WILL PROVIDE TO PG&E UNDER THE PROGRAM

Implementer shall include the following Direct Services be provided to PG&E under Implementer's LGP EE Program, which shall include, but are not limited to the following tasks:

4.1 TASK 1 – PROGRAM IMPLEMENTATION

Implementer shall submit all Program documentation to PG&E PM for review and approval prior to any circulation, distribution or publication or the Program Launch Date. Implementer shall submit the Program's Implementation Plan, Program Management Plan, and Customer PPA, collectively referred to as the Program Materials, simultaneously for review and approval to confirm consistency.

Implementer is required to keep Program Materials and distributed Program documentation up to date and to notify PG&E in writing prior to making any changes.

4.1.1 Security Review to Receive PG&E Data

In the event Implementer or any of its Implementer's Parties receive, obtain access to, use or transmit any confidential PG&E Data as part of implementing any Implementer's Program, PG&E requires Implementer and its relevant Implementer Parties, unless otherwise agreed to by PG&E in writing, successfully complete an annual PG&E's Vendor Data Security Review (TSR) as set forth under this Agreement, regardless if Implementer and its relevant Implementer Party has already completed such PG&E TSR.

4.1.2 Program Plans, Documents and Materials

Implementer shall develop, update, and submit to PG&E Program Materials necessary to launch and implement the Program. Documents include, but are not limited to:

- a. Program Implementation Plan,
- b. Program Management Plan (“PMP”), and
- c. Third Party Program Materials.

4.1.3 Program Implementation Plan

Implementer shall develop an Implementation Plan (“IP”) per the CPUC’s Implementation Plan Template⁵ and shall include information detailed in this Agreement. Implementer shall update the Implementation Plan as required per the CPUC’s IP Template on an on-going basis. IP updates may also be required to reflect any, but not limited to:

- CPUC policy updates,
- PG&E Resource Savings Rulebook updates,
- Portfolio budget or other Commission directed changes,
- requested Program changes by Implementer and approved by PG&E, and
- requested Program changes by PG&E and approved by Implementer.

Implementer shall support stakeholder input efforts (California Energy Efficiency Coordinating Committee (“CAEECC”) or Investor Owned Utility (“IOU”) Workshop) and address stakeholder input prior to posting the Final Implementation Plan.

Implementer shall support PG&E’s efforts to approve and post a Final Implementation Plan on CPUC’s web portal, CEDARS, no later than 60 days of the execution date of this Agreement.

Any changes to the IP require review and written approval by PG&E PM prior to implementing changes or posting an IP change on CPUC’s web portal, CEDARS.

4.1.4 Program Management Plan

The Program Management Plan (“PMP”) shall include the following components: Work Plan, Marketing Plan, and a Program Policies and Procedures Manual.

4.1.4.1 Work Plan

The Work Plan shall include, but is not limited to:

⁵ To be located on CPUC California Energy Efficiency Statistics (EE Stats) web site: <http://eestats.cpuc.ca.gov/StandardTables/GuidanceDocument.aspx>

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- Coordination activities,
 - Program start-up activities,
 - Implementation schedule with major milestones,
 - Program closeout activities,
 - Training activities and schedule, and
 - Any other activities, milestones, and resources required to meet energy savings goals.

4.1.4.2 Marketing Plan

Marketing Plan shall abide by PG&E's Marketing Requirements in Exhibit B and shall include, but is not limited to, to the following:

- A description of all Program marketing materials ("Program Marketing Materials"),
- Marketing objectives,

Marketing tasks to be performed and an associated timeline,

- Program Web site structure and content (as applicable),
- How Implementer shall involve PG&E staff and other resources to promote the Program, and
- How Implementer shall market the Program in all geographic areas served by the Implementer.

4.1.4.3 Program Policies and Procedures Manual

Implementer shall develop and submit a Program Policies and Procedures ("P&P") Manual that describes all of the Program-related policies and procedures; including Program eligibility and participation requirements, Program required forms and documentation, and required data. The P&P Manual shall include all applicable components listed in Exhibit E (Program Policies and Procedures Guidelines). Implementer shall:

- Detail how the Program will comply with the applicable statewide policy manuals and CPUC policy;
- To update the P&P Manual when relevant to ensure conformance with current CPUC policy updates;
- Certify the P&P Manual review has been completed in conjunction with monthly reporting and invoicing;
- A procedure for the resolution of customer issues ("Dispute Resolution Plan") starting with Implementer's staff and escalation to the PG&E PM and as specified in Section 4.5.2 ("Address and Resolve All Customer Issues).

- Provide a change history addendum to the P&P Manual documenting the “list of affected pages” with each update;
- Provide an electronic copy of the P&P Manual and change history addendum to the PG&E PM with each update.

4.1.4.4 Program Data Plan

Implementer shall develop a Program Data Plan that details the data elements the Implementer will use in support of the Program including, but not limited to, the data element, source of the data, and the Implementer Parties who have access to the data.

In developing the data plan, Implementer shall collaborate with PG&E to identify the program data elements required for reporting, EM&V, and compliance purposes as well as the method of collection. Implementer is responsible for capturing and reporting the agreed upon data elements.

4.1.5 Program Coordination with Other Program Administrators

Implementer shall include in the P&P Manual how the program will coordinate with the Program Administrators listed in Section 3.6 (Program Coordination with Other Program Administrators).

Implementer shall support PG&E’s development of the annual Joint Cooperation Memo defining how the program will coordinate with the Program Administrators listed in Section 3.6 (Program Coordination with Other Program Administrators).

4.1.6 Implementer Program Materials

Implementer shall develop all program forms and materials required to implement the Program as defined in the Program Policies and Procedures Manual. Implementer shall submit all materials and documents to the PG&E PM for review and approval. No distribution, circulation, or publication of materials and documents listed in this Section shall occur prior to PG&E’s approval.

4.1.6.1 Customer Program Participation Agreement

Implementer must develop a Customer Program Participation Agreement (“PPA”) that outlines its Program and the terms and conditions for Customer participation. Prior to Implementer’s Program Launch Date and performing any Services for Customer’s under its Program, Implementer’s PPA template must be reviewed and approved in writing by the PG&E PM. The PPA is required to contain the following provisions as set forth on the attached Exhibit F (PPA Template provisions.). Once Implementer’s PPA to perform Services for PG&E under its Program is approved, any modifications to it require PG&E approval.

4.1.7 Training

Implementer shall provide, or participate in, training events required to develop and launch the Program.

4.1.7.1 Attend PG&E Training. As requested by PG&E staff, Implementer shall attend workshops, Webinars that provide training on the use of PG&E's data reporting systems, guidance on best practices applied to the platform requirements, provide information updates pertinent to Program implementation.

4.1.7.2 Provide Training for PG&E Staff. Implementer shall train PG&E's customer field representatives either via PG&E-established Webcasts or in person at PG&E facilities, as requested and determined by PG&E PM. Implementer shall develop and submit to PG&E PM for review and approval an agenda of the Program training event which addresses Program information presentation(s) and document(s) developed for Program launch as requested by PG&E PM. Implementer shall conduct additional discussions and training on an as-needed basis as determined by PG&E PM.

4.1.8 Implement Program Marketing Plan

Implementer's Program Marketing Plan must use only those Program Marketing Materials approved by PG&E. Implementer shall notify the PG&E PM in writing prior to coordinating Program marketing activities.

- Implementer shall coordinate with PG&E PM to explain its Program and for PG&E and other relevant stakeholders to understand the Program's offerings targeting the same customers group(s)/sector(s) to maximize PG&E's EE 3P Program portfolio opportunities for the customer.
- Implementer shall coordinate with PG&E PM to ensure a consistency in marketing and outreach of PG&E's 3P EE Program portfolio offerings and to avoid any customer confusion regarding the various Program purposes.
- Implementer shall inform customers about other EE Program options and are responsible to act in the customer's best interest by informing the customer of how they may be able to implement a project under any EE program(s) that an achieve maximum energy savings.

4.1.9 Energy Insight

In order to fulfill its obligations in this Agreement, Implementer must use PG&E's Energy Insight ("EI") portal. Implementer agrees to have their employees already trained to use PG&E's EI tool be responsible for the EI required tasks required in this Agreement. (Refer to Training in Section 4.1.7.1). Implementer shall use PG&E's EI portal for the following activities unless otherwise directed by the PG&E PM, including but not limited to:

-
- a. Project management and documentation as specified in the Program Policies and Procedures Manual including:
 - i. Providing pipeline visibility as requested by the PG&E PM;
 - ii. Input of all required fields, including but not limited to; participation of HTR customers;
 - iii. Quarterly updates of the KPI input form at end of each quarter as requested by PG&E's PM.
 - b. Transfer of any and all confidential or customer information through EI or agreed upon secure transfer method:
 - i. Invoices, monthly/quarterly/annual reports, and KPIs to PG&E;
 - ii. Customer data that includes PII (Personally Identifiable Information, any two or more data points identifying a customer);
 - iii. Any other ad-hoc requests (data requests, accruals reports, program pipelines, etc.) by PG&E's PM.
 - c. Other EI Implementer requirements:
 - i. Attend all EI trainings as appropriate or requested by PG&E's PM;
 - ii. Follow the current EI procedures as made available through trainings, communications, and postings in EI groups;
 - iii. Follow EI Chatter protocol for all project-related and reportable communication among project stakeholders, excluding the customer;
 - iv. Join appropriate EI Chatter groups for training and procedural materials;
 - v. Promptly notify PG&E's PM of any anomaly or issue affecting project management in EI;
 - vi. Confirm monthly to PG&E's PM all Implementer's active and inactive EI users;
 - vii. Keep current all active user contact info in EI.

4.1.10 Task 1 Schedule of Deliverables

Deliverable	Draft Due Date	Final Due Date
Program Implementation Plan	No later than 30 calendar days following contract execution	Two weeks following receipt of PG&E PM's comments
Program Management Plan	No later than 15 calendar days following contract execution	Two weeks following receipt of PG&E PM's comments
Policies and Procedures Manual	No later than 30 days following contract execution	One week following receipt of PG&E PM's comments
Program Materials	No later than 30 days following contract execution	Two weeks following receipt of PG&E PM's comments
Training Materials	No later than 45 days following contract execution	One week following receipt of PG&E PM's comments

4.2 TASK 2: PROGRAM MEETING AND PERFORMANCE REVIEWS

Implementer is responsible for holding the meetings as identified below. Implementer shall prepare presentations and detailed agenda for the Kickoff Meeting, Monthly Program Meetings, Quarterly Program Performance Meetings, and Annual Program Performance Reviews. Implementer is responsible for providing meeting minutes, including the tracking of action items for all meetings.

4.2.1 Kickoff Meeting

Implementer shall conduct a Kickoff Meeting with the PG&E Program Team and shall discuss the following; introduce Implementer's team members and discuss the role of each team member; provide full summary of strategy to meet goals and maintain quality standards of the Program. PG&E will discuss program management expectations with the Implementer for this Program.

4.2.2 Regularly Scheduled Program Meetings

Implementer shall conduct regularly scheduled meetings (i.e., weekly or monthly) as agreed upon with the PG&E PM. Discussion topics for these meetings shall include; program performance metrics, program logistics, evaluation, monitoring and verification coordination, invoicing requirements, scope of work, status of action items, CPUC regulatory requirements, and any contractual issues. Implementers shall identify any issues including pending CPUC regulatory requirements, risks and shall prepare mitigation and corrective action plans for review. Implementers shall identify and address trends, opportunities and successes.

4.2.3 Quarterly Program Performance Reviews

Implementers shall conduct quarterly performance review meetings with the PG&E PM to review and discuss Program progress, including, but not limited to; budget management, customer pipeline, customer satisfaction, KPIs, and data and reporting management. Implementers shall identify any issues and risks and shall prepare mitigation and corrective action plans for review. Implementers shall identify and address trends, opportunities and successes.

4.2.4 Annual Program Review and Realignment

Implementers shall conduct annual performance review meetings with the PG&E PM to review and discuss Program progress, including, but not limited to; budget management, KPIs, and CPUC policy changes. This realignment may result in Program adjustments that may include, but are not limited to, modifications to budget and KPIs for the upcoming year. PG&E Support Services, if any, provided to the Implementer will be included in the Annual Program Review and Realignment discussions and may result in changes to Support Services SOWs and an adjustment to the Implementer's Program budget.

4.2.5 Ad-hoc Meetings

Implementer shall make reasonable accommodations to meet with PG&E outside of regularly scheduled meeting times as requested by PG&E PM.

4.2.6 Task 2 Schedule of Deliverables

Implementer shall provide to PG&E PM draft presentation and detailed agenda for the Kickoff Meeting, Quarterly Program Performance Meetings, and Annual Program Performance Reviews no less than seven (7) business days prior to the meeting. Agendas shall include meeting objectives, detailed topics for discussions, items to be reviewed, and a summary of key issues. Final presentation incorporating comments and feedback from PG&E PM should be sent three (3) business days prior to meeting with PG&E. Implementer shall provide minutes and attendees for all meetings three (3) business days after the meeting.

Deliverable	Due Date
Program Kick-off Meeting	Two weeks following contract execution, on a date mutually agreed upon
Monthly Program Meetings	Monthly, on a date mutually agreed upon
Quarterly Program Performance Reviews	The month following the quarter, on a date mutually agreed upon
Annual Program Performance Reviews	Annually, on a date agreed mutually upon
Ad-hoc Meetings	As requested by PG&E PM
Draft Presentation and Detailed Agenda: <ul style="list-style-type: none"> • Kickoff Meeting • Quarterly Program Performance Meetings • Annual Program Performance Reviews 	7 business days prior to the meeting
Final Presentation: <ul style="list-style-type: none"> • Kickoff Meeting • Monthly Program Meetings • Quarterly Program Performance Meetings • Annual Program Performance Reviews 	3 business days prior to meeting
Meeting Minutes	3 business days after the meeting

4.3 TASK 3 – PROGRAM PROJECT IMPLEMENTATION

Implementer shall work with the customer to deliver Program activities that support energy saving projects. Implementer shall facilitate the scheduling and delivery of all such activities. Prior to providing Services, Implementer shall require customer to sign a PPA template described and required above in Section 4.1.6.1. Program activities requiring access to the customer's site, equipment or use of customer's information shall not occur until the customer has executed the PPA.

4.3.1 Documentation of Services Provided

Implementer must collect, complete and retain copies of all required and applicable documentation for all Services and other Program activities Implementer's Program provides to customers and as defined in the Program Policies and Procedures Manual.

4.4 TASK 4 – PREPARE REPORTS AND INVOICES

Implementer shall prepare and submit the items listed below on a monthly basis. Implementer shall prepare reports invoices in the format specified by PG&E PM.

4.4.1 Monthly Invoice(s)

Implementer shall provide monthly Invoice(s) documenting the total amount and broken down by the CPUC's cost categories (per the Energy Efficiency Policy Manual). The invoice shall show the monthly, year to date, and percentage of the total budget spent by category. For Time and Materials invoices, Implementer shall provide a list of individuals and total hours worked by each individual per month. The required documentation shall be specified in the Program Policies and Procedures Manual. All invoices must be reviewed and approved by PG&E PM prior to the Implementer posting the invoice to Taulia (PG&E's invoicing system).

4.4.1.1 Invoice Template. Prior to Implementer performing services for its Program, the Implementer shall submit an invoice template for written review and approval by the PG&E PM.

4.4.1.2 Cost Allocation Methodology. Implementer shall respond to questions or requests from PG&E's PM as to how it has calculated or allocated costs listed in the Implementer's reports, and shall make any changes, consistent with the budget format and definitions approved by the CPUC, as may be requested by the PG&E PM.

4.4.2 Monthly Forecast of Financial Commitments

Implementer shall provide monthly forecast of financial commitments, as well as actual year-to-date expenditures, in a format approved by PG&E's PM.

4.4.3 Pipeline Report through Energy Insight

Implementer shall provide a monthly pipeline report in the format specified by the PG&Es PM.

4.4.4 Key Performance Indicators ("KPI") Reporting Data

Implementer shall report cumulative monthly data on the KPIs defined in TAB H of the Attachment 2 Data Form in the format agreed upon by the PG&E PM. Data will be reviewed,

at a minimum, on a quarterly basis by PG&E PM.

4.4.5 Annual Forecast

Implementer shall provide annual updated forecast for administrative, marketing, and direct implementation non-incentive costs consistent with the CPUC cost categories.

4.4.6 Data in Support of Annual Budgeting Process (“ABAL”)

Implementer shall provide data and reports as requested by PG&E PM in support of PG&E’s ABAL, which may include but is not limited to, updated forecast for budget.

4.4.7 CPUC Regulatory Reporting

Implementer shall comply with all CPUC regulatory reporting requirements (without limitation thereto) by providing PG&E with all required data in a format suitable for submittal to the CPUC. The regulatory reports shall contain all information and be in a format as may be required and/or modified by the CPUC from time to time.

4.4.8 Ad Hoc Reports & Additional Data

PG&E may require Implementer to provide such other reports or documentation that PG&E deems appropriate or necessary (“Ad Hoc Reports”). Implementer shall comply with any request for such Ad Hoc Report(s) within a reasonable time or, if applicable, within the time requested by PG&E. Implementer shall provide additional data or information as required by the CPUC.

4.4.9 Final Program Report

Implementer shall deliver a Final Program Report to the PG&E PM at the conclusion of the Program as directed by the PG&E PM. The Final Program Report shall, at a minimum, provide a discussion addressing each of the following sub-topics:

- Program Overview
- Summary of Program Accomplishments
- Description of Best Practices or Program Improvement Recommendations
- Description of Challenges or Other Issues
- Other items requested by the PG&E PM.

4.4.10 Task 4 Schedule of Deliverables

Deliverable	Due Date
Monthly Progress Report (including	Monthly as specified in Program

Deliverable	Due Date
customer surveys and log)	P&P Manual
Monthly Invoice	Monthly as specified in Program P&P Manual
Monthly Forecast Report	Monthly as specified in Program P&P Manual
Pipeline Report	Monthly as specified in Program P&P Manual
KPI Reporting Data	Monthly as specified in Program P&P Manual
Annual Forecasting	Annually as requested by the PG&E PM
CPUC Reports	As requested by the PG&E PM
Ad-Hoc Reports	As requested by the PG&E PM
Final Program Report	As requested by the PG&E PM

4.5 TASK 5 - MANAGE CUSTOMER SATISFACTION

4.5.1 Perform Customer Feedback Surveys

Implementer shall obtain customer feedback using the delivery mechanism and methodology developed and approved by the PG&E PM as included in Task 1 (Launch Program). Customer feedback shall be obtained for Implementer's services, equipment, and the value they found in participating in the Implementer's program. Implementer shall address and resolve any customer issues gathered as part of the feedback survey. Implementer shall include customer feedback survey results in the monthly report.

4.5.2 Address and Resolve All Customer Issues

Implementer shall document, track, and resolve all customer issues related to performing its Program. Implementer shall work to provide continuous improvements in the Program to promote overall customer satisfaction.

In Task 1 (Launch Program), as part of the Policies and Procedures Manual, Implementer

shall develop and submit for review and approval by PG&E PM a plan to address customer issues (“Dispute Resolution Plan”) starting at the Implementer’s Program staff level and escalating up to the PG&E PM.

- a. If any issue cannot be resolved by the Implementer to the satisfaction of the customer within five (5) business days of receipt by Implementer of a complaint, Implementer shall immediately provide PG&E with a detailed description of any such customer complaint that shall include the name and contact information of the customer and any other information requested by PG&E as needed to resolve the issue.
- b. Except as otherwise stated, Implementer shall address any customer concerns during the customer’s involvement throughout the Agreement Term and reasonably required afterwards to those issues arising during the Agreement Term. All remaining customer service issues at the end of the Agreement Term period shall be reported to PG&E at that time.
- c. Implementer shall maintain a Customer Service Log to track such customer issues and the responses to resolve them. Implementer shall report customer feedback issues to the PG&E PM using the monthly reports and the process described above for issues unresolved within 5 business days.

4.5.3 Task 5 Schedule of Deliverables.

Deliverable	Due Date
Customer Feedback Survey	15th calendar day of the month
Dispute Resolution Plan	15 calendar days following contract execution
Customer Service Log	15th calendar day of the month

4.6 TASK 6 – RAMP-DOWN PROGRAM

4.6.1 Program Ramp-Down

Implementer shall provide a plan to ramp down the Program (“Program Ramp-Down Plan”). To ensure Program closure, unless notified by PG&E earlier, Implementer shall plan a Program ramp-down period to commence no later than at a date directed by the PG&E PM. The Implementer’s Program Ramp-Down Plan shall take into consideration that all activities services must be completed no later than the date approved by the PG&E PM. The Program Ramp-Down Plan shall include a Program Shut-Down Notification to be delivered to customers and submitted to PG&E PM within two weeks following PG&E’s notification.

- 4.6.1.1 Program Shut-Down Notification. Implementer shall develop and submit for PG&E PM approval a Program Shut-Down Notification as part of the Program Ramp-Down Plan. Implementer shall send the Program Shut-Down Notification via mail, fax, or method agreed upon by PG&E PM at a date approved by the PG&E PM. This Program announcement shall notify customers the Program will be shut-down and may encourage the customer to actively pursue other PG&E programs that may be available, and to contact PG&E for further information regarding energy efficiency programs.
- 4.6.1.2 Program Transition (“Transition”). Within 30 days of Notification of Transition, Implementer shall provide a Transition Plan (“Transition Plan”) to ramp down and transition the Program. Transition Plan must provide PG&E with a list of customers currently participating in the program and necessary steps to successfully transfer such customers to a program determined by PG&E.
- 4.6.1.3 Program Transition Notification. Implementer shall develop for PG&E PM approval a transition notification for customers as part of the Transition Plan. Implementer shall send the Program Shut-Down Notification via mail or fax or method agreed upon by PG&E PM at a date approved by the PG&E PM.
- 4.6.1.4 All Program operations, including customer service, shall be curtailed after the last day of the Agreement performance period.
- 4.6.1.5 If Program funding is no longer available, Implementer must immediately notify participating customers in writing the Program is being shut down.

4.6.2 Task 6 Schedule of Deliverables

Deliverable	Due Date
Program Ramp-Down Plan	As requested by PG&E PM
All Marketing activities stopped	As requested by PG&E PM
Last day of measure installations and services	As requested by PG&E PM
Shut-Down Notification	As requested by PG&E PM

5 CORPORATE STRUCTURE AND CONSORTIA

5.1 PROGRAM EVALUATION CONTRACTORS AND CONSULTANTS

Pursuant to CPUC D.05-01-055 – Interim Opinion on the Administrative Structure for Energy Efficiency: Threshold Issues, program evaluation, measurement and verification (“EM&V”), activities must be transparent and independent to support sound CPUC decision-making and portfolio administration. The EM&V structure must be shielded from potential conflicts of interest to ensure independence and transparency of the evaluation process. A current list of impact evaluation contractors and subcontractors is at:

<http://www.cpuc.ca.gov/eevalidation/>

Allowing EM&V consultants (or their firms) that perform program and portfolio impact-related studies for the CPUC to also be involved in EE program delivery creates a conflict-of-interest. Implementer warrants they (or their firms) are not EM&V consultants that perform program and portfolio impact-related studies in for the CPUC and will notify PG&E within five (5) business day in writing to PG&E should this change.

6 NOTICES

6.1 PG&E CONTACT

In regard to matters relating to this Agreement, Implementer shall provide notice to the PG&E representative(s) specified in TAB I of the Attachment 2 Data Form.

6.2 IMPLEMENTER CONTACT

Implementer’s address for notices and related contact information shall be specified in specified in TAB I of the Attachment 2 Data Form. Either of the Parties hereto may from time to time designate by notice in writing to the other different names and addresses for the above.

7 APPENDIX A – DEFINED TERMS & ACRONYMS

Note: Any links provided below are only for convenience. It is the Implementer’s responsibility to ensure they are using the most current version.

ABAL: Annual Budget Advice Letter

Agreement: A legally binding Energy Efficiency Agreement between PG&E and Local Government Partner Third-Party Implementer and/or Program Implementor creating mutual obligations enforceable by law.

Affiliate: Any person, corporation, utility, partnership, or other entity 5% or more of whose outstanding securities are owned, controlled, or held with power to vote, directly or indirectly either by an administrator or any of its subsidiaries, or by that administrator's controlling corporation and/or any of its subsidiaries as well as any company in which the administrator, its controlling corporation, or any of the administrator's affiliates exert substantial control over the operation of the company and/or indirectly have substantial financial interests in the company exercised through means other than ownership. For purposes of these Rules, "substantial control" includes, but is not limited to, the possession, directly and indirectly and whether acting alone or in conjunction with others, of the authority to direct or cause the direction of the management of policies of a company. A direct or indirect voting interest of five percent (5%) or more by the administrator, its subsidiaries, or its affiliates in an entity's company creates a presumption of control.

Business Plan (“BP”): [Document](#) outlining PG&E’s high-level approach to achieving state EE policy goals through 2025 as directed by D.15-10-028

California Public Utilities Commission (“CPUC” or “Commission”): Government entity that regulates privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.

Co-Benefits: Non-energy related benefits (such as decreased GHG emissions, fewer sick days, etc.), particularly regarding hard-to-reach and disadvantaged communities, that are the result of the program.

Community Choice Aggregators (“CCAs”): Organizations created by local governments pursuant to Assembly Bill 117 for procuring power and administering energy efficiency programs on behalf of local citizens.

Contract: See Agreement.

Contractor or Consultant: The entity or entities implementing an energy efficiency program that enters into the Contract with PG&E to perform the Work. Also referred to as Implementer.

Cost Effectiveness: An indicator of the relative performance or economic attractiveness of any EE investment or practice when compared to the costs of energy produced and delivered in the absence of such an investment.

Customer: Any person or entity that pays an electric and/or gas bill to an IOU or CCA and that is the ultimate consumer of goods and services including energy efficiency products, services, or practices.

Customer Participation Information: Information that is collected by the Program in support of the customer participating in the Program.

Customer Sectors: Customers are divided into six (6) Energy Efficiency account groups: Residential, Commercial, Industrial, Agriculture, Public Sector, and Cross-cutting sector. Each Customer Sector may consist of additional sub-segments.

Customer Sizes: PG&E defines customer size based on how much electricity or gas a customer uses per year. The following table illustrates the annual usage thresholds that are used to categorize a customer as small, medium, or large:

Customer Size	Electricity Usage	Gas Usage
Large	≥ 500,000 kWh	≥ 250,000 Therms
Medium	40,000-500,000 kWh	10,000-250,000 Therms
Small	< 40,000 kWh	< 10,000 Therms
Unknown	Insufficient data (< 12 months)	

CWA: Contract Work Authorization. If specified in the Specific Conditions of this Contract, Work may be assigned to Contractor through CWAs which are signed by both PG&E and the Contractor. The terms and conditions of this Contract shall apply independently to each CWA executed by both Parties.

Day: Unless otherwise specified, reference to a “day” means a calendar day.

Decision (D.): An opinion or judgement of the CPUC that decides the resolution of a proceeding, usually written in the format D.01-02-003. A proposed decision is usually written by a CPUC Administrative Law Judge (“ALJ”), it is then reviewed and voted upon by the Commissioners.

Demand Response (“DR”): Demand Response is short-term changes in electricity usage by end-use customers from their normal consumption patterns. Demand response may be in response to:

- a. changes in the price of electricity; or
- b. participation in programs or services designed to modify electricity use; or
- c. in response to wholesale market prices, or
- d. when system reliability is jeopardized.

Disadvantaged Communities (“DAC”): DACs are communities designated by CalEPA, pursuant to SB 535 (De León), using the California Communities Environmental Health Screening Tool (CalEnviroScreen). CalEnviroScreen was developed by the Office of Environmental Health Hazard Assessment to identify communities in California most burdened by pollution from multiples sources and most vulnerable to its effects, taking into account socioeconomic characteristics and underlying health status. Disadvantaged communities are identified by census tract and are those that scored at or above the 75th percentile.

Visit [CalEPA](#) for more resources and the most recent maps of DAC communities.

Disadvantaged Worker: For purposes of the energy efficiency portfolios and tracking metrics or indicators associated with them, an individual that meets at least one of the following criteria: lives in a household where total income is below 50 percent of Area Median Income; is a recipient of public assistance; lacks a high school diploma or GED; has previous history of incarceration lasting one year or more following a conviction under the criminal justice system; is a custodial single parent; is chronically unemployed; has been aged out or emancipated from the foster care system; has limited English proficiency; or lives in a high

unemployment ZIP code that is in the top 25 percent of only the unemployment indicator of the CalEnviroScreen Tool.

Diverse Business Enterprise (“DBE”): Diverse Business Enterprise means a diverse business enterprise, which shall consist of SBEs and women, minority, disabled veteran, lesbian, gay, bisexual, or transgender business enterprises, as more particularly set forth in CPUC General Order 156.

Economic Development Benefits: Local economic impacts (such as increased property values, number of jobs created, etc.), particularly regarding hard-to-reach and disadvantaged communities, associated with the Local Government Partnership program.

Energy Efficiency (“EE”): Activities or programs that stimulate customers to reduce customer energy use by making investments in more efficient equipment or controls that reduce energy use while maintaining a comparable level of service as perceived by the customer.

Energy Insight (“EI”): PG&E’s customized Customer Relationship Manager (“CRM”) platform used for documentation of energy efficiency projects, documenting customer interactions and workflow for customer service resolution.

Evaluation, Measurement and Verification (“EM&V”): Activities that evaluate, monitor, measure and verify performance or other aspects of EE programs or their market environment.

Hard-To-Reach (“HTR”): In D.18-05-041, the Commission defined the following set of criteria to identify residential and small business that would be considered HTR.

Residential HTR Criteria: Residential customers who do not have easy access to program information and/or generally do not participate in EE programs due to a geographic, language, income, housing type, and/or home ownership (split incentives) barrier. These barriers are defined as:

- Geographic – Customer’s home is located in areas other than the San Francisco Bay Area, San Diego area, Greater Los Angeles Area (Los Angeles, Orange, San Bernardino, Riverside and Ventura counties) or Sacramento, or is located in a DAC (as designated by CalEPA), and/or
- Language – Primary language spoken is other than English, and/or
- Income – Those customers who qualify for the California Alternative Rates for Energy (“CARE”) or the Family Electric Rate Assistance Program (“FERA”), and/or
- Housing Type – Multifamily and Mobile Home Tenants (rent or lease), and/or
- Home Ownership – Renters (split incentives barrier).

When classifying a residential customer as HTR, if the geographic criterion is met, only one additional criterion is required to consider the customer as HTR. If the geographic criterion is not met, then a total of three criteria must be met to be consider the customer as HTR.

Small Business HTR Criteria: Business customers who do not have easy access to program information and/or generally do not participate in EE programs due to geographic, language, business size, and/or lease status (split incentive) barrier. These barriers are defined as:

- Geographic – Business is located in areas other than the San Francisco Bay Area, San Diego area, Greater Los Angeles Area (Los Angeles, Orange, San Bernardino, Riverside and Ventura counties) or Sacramento, or is located in a Disadvantaged Community (as designated

- by CalEPA), and/or
- Language – Primary language spoken is other than English, and/or
 - Business Size – Less than 10 employees and/or demand is less than 20kW and/or gas consumption under 10,000 therms annually, and/or
 - Leased / Rented Facilities – Investments in improvements to a facility rented or leased by a participating business customer.

When classifying a small business customer as HTR, if the geographic criterion is met, only one additional criterion is required to consider the customer as HTR. If the geographic criterion is not met, then a total of three criteria must be met to consider the customer as HTR.

Hard-to Reach (“HTR”) Program – Program with approaches designed to address specific market barriers of HTR customers.

Implementation Plan (“IP”): A detailed description of a program that includes program theory, planned program processes, expected program activities, program budget, projected energy savings and demand reductions and other program plan details as required by the Commission. Programs selected for contracting will be required to develop a draft Implementation Plan for review by stakeholders and a final implementation plan within 60 days of contract execution. CPUC IP template will be located on the CPUC- maintained website, California Energy Efficiency Statistics (EE Stats) at:
<http://eestats.cpuc.ca.gov/StandardTables/GuidanceDocument.aspx>

Implementer (or, Program Implementer): The entity or entities implementing an energy efficiency program that enters into the Contract with PG&E to perform the Work. Also referred to as Contractor.

Innovation: To be “innovative,” the Program must demonstrate that the program will ultimately increase the uptake of cost-effective energy efficiency by advancing a *technology, marketing strategy, or delivery approach* in a manner different from previous efforts. Such strategies would ideally be scalable and replicable across sectors, segments, and technologies and seek to integrate other demand side technologies where feasible, such as demand response and distributed generation, to minimize lost opportunities in conformance with the guidance established by the Commission. While each innovative program may not individually be cost-effective, the intent is to lead to cost-effective savings over time. See examples below as guidance.

To demonstrate that a proposed program is innovative, the Bidder must include:

- A clear and concise rationale in the RFA and RFP stages for why new combinations of proven technologies,¹ updated or re-designed marketing strategies, or modified delivery approaches (including using new relationships or partnerships) would yield greater uptake savings than previous models;
- A high-level analysis in the RFA stage and a detailed analysis in the RFP stage showing how the innovative approach will yield increased savings and/or participation beyond existing strategies; and
- Metrics that will be used to track progress.

¹ Emerging Technology (ET) program technologies would not be part of this approach as it would be pursued within the ET program.

Examples of Innovative EE Programs:

General examples of “technology” innovation could include, but are not limited to:

- A measure that is no longer considered “emerging technology” but not yet fully in the market,
- A more advanced energy-saving technology, or
- A novel combination of technologies, including strategies that integrated EE with other demand side technologies such as demand response and distributed generation.

General examples of “market strategy” innovation could include, but are not limited to:

- Online systems or new software strategies that support and promote comprehensive energy resource management,
- Creative incentives or prizes for participation, or
- Embedded in other transactions (e.g., in post office mailers when moving)

General examples of “delivery approach” innovation could include, but are not limited to:

- A new strategy for customer engagement and enrollment,
- A competition (e.g., “golden carrot” used for refrigerators),
- A new partnership/relationship to reach different/additional customers,
- A new approach to customer targeting that allows the program to focus on high-value savings opportunities or to specifically reach key customer groups,
- A more streamlined implementation process, or
- A strategy that addresses a persistent market barrier,
- A program delivery strategy that promotes comprehensive integrated site-specific energy solutions across demand side resources such as EE, Demand Response, and Distributed Generation.

Install or Installation: Provision of materials, labor and commissioning required to achieve proposed savings for a Resource Program.

Integrated Demand Side Management (IDSM): Integrated customer demand side programs, such as energy efficiency, self-generation, advanced metering, and demand response, delivered in a coherent and efficient manner. Further historical CPUC Directives for IDSM are outlined at the following:

- [Decision 07-10-032 \(2007\)](#) required the utilities to integrate customer demand side programs, such as energy efficiency, self-generation, advanced metering, and demand response in a coherent and efficient manner” in order to achieve maximum savings while avoiding duplication of efforts, reducing transaction costs, and diminishing customer confusion and directed the utilities to “undertake joint marketing of energy efficiency programs with other customer energy technologies such as demand response and solar installations.” (p. 5 & 6). This decision also directed the utilities to “undertake joint marketing of energy efficiency programs with other customer energy technologies such as demand response and solar installations.”¹

¹ D.07-10-032, p. 62.

- [Assigned Commission Ruling \(2008\)](#) identified priorities for implementation of IDSM activities: 1) comprehensive and coordinated marketing, packaging and delivery including outreach and education of customers and presentation of program options in a unified fashion to customers, 2) operational improvements including offering integrated audits and recommendations, combining EE, DR, DG, and other applicable incentives in the same project, and 3) optimization including equipment that enables multiple DSM options (EE, DR, etc.) and provide synergy across DSM program types.¹
- [Decision 09-09-047 \(2009\)](#) established specific criteria required for the development of an integrated audit tool.
- [Decision 12-11-015 \(2013\)](#) addressed utility concerns about including DG in IDSM efforts without dedicated funding other demand side programs promoting distributed generation and demand response by directing them to utilize appropriate EE funds as “backstop” funding of IDSM tools to ensure that they provide customers with information that supports all demand-side resources (such as marketing, emerging technologies, integrated audits, piloting of integrated projects, etc.), consistent with IDSM objectives. The Commission clarified that this directive is intended to encourage IDSM-related activities such as integrated marketing, audits, pilot projects, etc., and does not require utilities to spend energy-efficiency funding on incentives for distributed generation projects themselves.
- [Decision 18-05-041 \(2019\)](#) adopted a set of general requirements and a minimum budget allocation, to be funded out of IDSM funds, for the utility PAs to begin to integrate delivery of energy efficiency and demand response capabilities to customers. The Commission will allow IOUs to meet these requirements through solicitation of programs from third parties. The Commission also offered policy principles to guide the design of integrated programs.² The requirements and general policy principles we will institute are as follows:
 - The IOU PAs shall solicit, and other PAs should consider soliciting, third parties to design and implement programs to test various strategies and technologies for integrating demand response capability with existing energy efficiency activities. The PAs should consider if contractor training or partnerships between energy efficiency and demand response providers are necessary for energy efficiency implementers to understand and promote demand response.
 - For the residential sector, the energy efficiency and demand response integration efforts should be focused, initially, on HVAC technologies and facilitating automatic response to new time-varying rates, possibly involving customer education on the rates and thermostats. Each IOU shall budget a minimum of \$1,000,000 annually from its IDSM budget, to test and deploy such strategies in the residential sector.
 - For the non-residential sector, including small commercial customers, the energy efficiency and demand response integration efforts should be focused initially on HVAC and lighting controls. For non-residential customers, the programs must validate that, if IDSM funds are used to facilitate integration of demand response capabilities into energy efficiency efforts already occurring, the customer is enrolled in a demand response program (e.g., dispatchable capacity program or, for bundled customers, an event-based rate or real-time pricing), for at least one year after the installation of the technology at the customer site, and up to 36 months if a large, deemed, or calculated incentive

¹ See Assigned Commission Ruling, p. 7 (<http://docs.cpuc.ca.gov/PublishedDocs/EFILE/RULINGS/81355.PDF>).

² See De.18-05-041, p. 38.

is involved. At least \$20 million annually in IDSM funds shall be divided among the IOU PAs on the basis of load share to test and deploy solutions in non-residential HVAC and lighting controls.

• Additional References:

- [October 2008 ACR](#)
- [Decision 12-05-015](#)
- [Decision 14-10-046](#)

Investor-Owned Utilities (“IOUs”): Refers to either of the following entities - Pacific Gas and Electric Company, Southern California Edison Company, Southern California Gas Company, and San Diego Gas & Electric Company.

Key Performance Indicator (“KPI”): KPIs are metrics used to help track performance and ensure that a program is meeting its objectives. Each KPI should assist both the Third-Party LGP Implementer and PG&E in managing program delivery and performance.

Market Barrier: Any characteristic of the market for an energy-related product, service, or practice that helps to explain the gap between the actual level of investment in, or practice of, energy efficiency and an increased level that would appear to be cost-beneficial.

Measure: An energy using appliance, equipment, control system, or practice whose installation or implementation results in reduced energy use (purchased from the distribution utility) which maintaining a comparable or higher level of energy service as perceived by the customer. In all cases energy efficiency measures decrease the amount of energy used to provide a specific service or to accomplish a specific amount of work (e.g., kWh per cubic foot of a refrigerator held at a specific temperature, therms per gallon of hot water at a specific temperature, etc.). For the purpose of these Rules, solar-powered, non-generating technologies are eligible energy efficiency measures (Decision 09-12-022, OP 1).

Non-Resource Program: EE programs that do not directly procure energy resources (i.e. generate energy savings themselves). Examples of non-resource programs include: marketing, outreach and education; workforce education and training; and emerging technologies.

Partnership: Coordinated efforts of a utility and a local government or other entity (e.g., state government) to use the strengths of both parties to achieve greater levels of energy savings.

PG&E: Pacific Gas and Electric Company, a California corporation.

Portfolio: All IOU and non-IOU EE programs funded by ratepayers that are implemented during a program year or cycle. May also refer to a group of programs sponsored, managed, and contracted for by a particular IOU.

Procurement Review Group (“PRG”): Authorized by Decision 18-01-004, advisory groups to the utilities with representation from Commission Staff, the Public Advocates Office, the California Energy Commission, consumer representatives, and non-market participants who 1) have no financial interest or other conflict of interest regarding the outcome of any EE solicitations, 2) ensures proper informal oversight and transparency for IOU procurements, and 3) provides timely feedback on materials and decisions made as part of the IOU procurement process.

Program: A collection of defined activities and measures that:

- are carried out by the administrator and/or its subcontractors and implementers,
- target a specific market segment, customer class, a defined end use, or a defined set of market actors (e.g. designers, architects, homeowners),

- reduce customer energy use by promoting energy efficiency investments or the adoption of conservation practices or changes in operation which maintain or increase the level of energy services provided to the customer,
- are designed to achieve specific efficiency related changes in behavior, investment practices or maintenance practice in the energy market,
- and are guided by a specific budget and implementation plan.

Program Administrators: Entities authorized by the CPUC to administer funds for implementation of energy efficiency programs within California Investor-Owned Utility service territories. Per Decision 18-05-04 (and as of 5/31/18), the program administrators include the following entities: Pacific Gas and Electric Company (“PG&E”), Southern California Edison Company (“SCE”), Southern California Gas Company (“SoCalGas”), San Diego Gas & Electric Company (“SDG&E”), the Bay Area Regional Energy Network (“BayREN”), the Southern California Regional Energy Network (“SoCalREN”), the Tri-County Regional Energy Network (“3C-REN”), and Marin Clean Energy (“MCE”). The third-party program requirements apply to the IOU program administrators.

Program Lifecycle: The period of time over which a program is funded and implemented.

Program Description: A written plan of action aimed at accomplishing a clear objective about the outcome(s) the program is designed to achieve, with details on what work is to be done, by whom, when, and what means, or resources will be used.

Program Logic Model: The graphical representation of the program theory showing the flow between activities, their outputs, and subsequent short-term, intermediate, and long-term outcomes. Often the logic model is displayed with these elements in boxes and the assumed causal relationship is shown by arrows connecting the boxes.

Program Policies and Procedures Manual: A user guide developed by the program implementor detailing the principles, policies, procedures, rules and requirements of a proposed EE Program.

Program Metrics: List all documentation and data used to calculate Program Metrics. This includes but is not limited to data in support of sector-level and portfolio-level metrics.

Program Net Lifecycle Energy Savings: At the measure level, the term “lifecycle savings” refers to the savings over the measure life, not only a single year. Net savings are the portion of the full (or “gross”) energy savings a participant sees after installing an EE measure that would not have happened in the absence of the program. A program’s lifecycle net energy savings comprise the sum of the lifecycle savings of all installed

Program Project: A customer project that is implemented by the Program.

Program Theory: a textual presentation of the goals of a program, incorporated with a detailed presentation of the activities that the program will use to accomplish those goals and the identification of the causal relationships between the activities and the program’s effects. The program theory describes, in detail, the expected causal relationships between program goals and program activities in a way that allows the reader to understand why the proposed program activities are expected to result in the accomplishment of the program goals. A well-developed program theory can (and should) also describe the barriers that will be overcome in order to accomplish the goals and clearly describe how the program activities are expected to overcome those barriers. A program theory may also indicate (from the developer’s perspective) what program progress and goal attainment metrics should be tracked in order to assess program effects.

Program Year(s): The calendar year(s) during which the program operates.

Resource Programs: EE programs that generate energy savings that are quantified and tracked by program administrators.

Savings Delivery Window – programs must align energy savings to the unique delivery window for each DPR are preferred. Energy savings delivered during times indicated by green are preferred, allowed during timeframes indicated by white, and not allowed during times indicated by red. Bidders should utilize this data to build an effective program design (i.e. within a defined planning region, target the appropriate customers with the appropriate measures to deliver savings within the savings delivery window specified for that planning region).

Segment(s): See “Customer Segments”

Service Area: The geographical area served by a utility.

Small Business Enterprise: Per Title 2, Section 1896.12, California Code of Regulations, to be certified as a small business, a business must meet all of the following qualifying criteria:

- i. It is independently owned and operated; and
- ii. Its principal office is located in California; and
- iii. The officers of the business (in the case of a corporation); officers and/or managers, or in the absence of officers and/or managers, all members in the case of a limited liability company; partners in the case of a partnership; or the owner(s) in all other cases, are domiciled in California; and
- iv. It is not dominant in its field of operation(s), and
- v. It is either:
 - a. A business that, together with all affiliates, has 100 or fewer employees, and annual gross receipts of fifteen million dollars (\$15,000,000) or less as averaged for the previous three (3) tax years, as biennially adjusted by the Department in accordance with Government Code § 14837(d)(3) (If the business or its affiliate(s) has been in existence for less than three (3) tax years, then the GAR will be based upon the number of years in existence); or
 - b. A manufacturer as defined herein that, together with all affiliates, has 100 or fewer employees.

Statewide Program (“SW”): Program delivered uniformly through the four investor-owned utility (IOU) territories, overseen by a single lead program administrator, and designed and delivered by one or more EE program implementers.

Subcontract: An agreement between Third-Party Implementer and Subcontractor or between Subcontractors at any level for a portion of the Work under this Contract.

Subcontractor: Party or parties entering into a Subcontract with Third-Party Implementer or another Subcontractor to perform a portion of the Work covered by the Contract.

Third-Party (“3P”): Third-party is a non-utility EE implementor that proposes, designs, implements, and delivers an EE program to the utility program administrator under a contract. Under this definition, program administrators are not prohibited from advising third parties on program design elements once third-party bids have been solicited.” (D.16-08-019).

Total Resource Cost Test (“TRC”): The TRC test measures the net resource benefits from the perspective of all ratepayers by combining the net benefits of the program to participants and non-participants. The benefits are the avoided costs of the supply-side resources avoided or deferred. The TRC costs encompass the cost of the measures/equipment installed and the costs incurred by the program administrator.

Work or Services: All services (including but not limited to professional, engineering, analytical and other consulting services), labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Third-Party Implementer under the Contract.

Workforce Education & Training (“WE&T”): The WE&T Program was established to support individual energy efficiency programs by providing practical and effective energy efficiency-related education and training activities.

8 APPENDIX B - THIRD PARTY PROGRAM REGULATORY REQUIREMENTS

The following relevant Third-Party Program California Public Utilities Commission Decisions and related information (3P Program Regulatory Requirements) are provide for convenience purposes only and is subject to change anytime and can be updated without notice. These 3P Program Regulatory Requirements apply to all 3P Program Agreements in PG&E's 3P EE portfolio.

RELEVANT DECISIONS

[Decision 09-09-047](#): Decision Approving 2010-12 Portfolios and Budgets

This decision addressed four main issues: 1) Goals: The energy savings goals the utilities must achieve between 2010 and 2012; 2) Budgets: The budgets CPUC authorized to achieve those goals and the cost-effectiveness finding that is required; 3) Programs: The programs authorized to produce these savings; and 4) EM&V: The EM&V procedures will used to ensure projected savings actually occur. This decision also includes definition of market transformation.

[Decision 10-04-029](#): Decision Determining EM&V Processes for 2010-12 EE Portfolios

This decision sets out the roles and relationships among the Commission's ED, California's IOUs, and stakeholders regarding EM&V of EE programs for 2010 through 2012. The roles and responsibilities previously laid out in Decision (D.) 05-01-055 are clarified to improve transparency of EM&V activities, minimize conflicts of interest, and reduce duplication of effort and undue expenditure of ratepayer funds for the 2010 through 2012 time period.

[Decision 12-05-015](#): Decision Providing Guidance on 2013-2014 EE Portfolios and 2012 Marketing, Education, and Outreach

This decision gives guidance to the utilities on the 2013-2014 EE programs, with the overall direction that they should begin a transition away from short-lived energy savings and towards deeper retrofits. The decision also gives guidance on expanding EE financing, by directing development of a portfolio of options at a total of \$200 million over the two-year period. In addition to the guidance for 2013-2014, this decision clarifies certain aspects of the 2012 Marketing, Education, and Outreach program.

[Decision 14-10-046](#): Decision Establishing EE Savings Goals and Approving 2015 EE Programs and Budgets (Concludes Phase 1 of R. 13-11-005)

This decision authorized IOU budgets for EE activities in 2015. To arrive at this result, the CPUC first determined what EE potential exists within the service territories of PG&E, SDG&E, SCE, and SoCalGas. Based on the potential they identified, CPUC established EE savings goals for each service territory. The PAs portfolio of EE programs was funded to meet these goals.

[Decision 15-10-028](#): Decision RE EE Goals for 2016 and Beyond, and EE Rolling Portfolio Mechanics

In this decision, the CPUC: 1) adopted "aggressive yet achievable" energy savings goals for ratepayer-funded EE program portfolios for 2016 and beyond; 2) establish a "Rolling Portfolio" process for

regularly reviewing and revising portfolios; and 3) update various EE program portfolio metrics, including Database of Energy Efficient Resources values, effective January 1, 2016.

[Decision 16-08-019](#): Decision Providing Guidance for Initial EE Rolling Portfolio BP Filings

This decision gives policy guidance on several issues related to the filing of energy efficiency business plans. It addresses next steps for regional energy networks, the appropriate baselines to be used to measure energy savings for specific programs and measures, transition for statewide and third-party programs, and changes to the evaluation and shareholder incentive frameworks.

[Decision 18-01-004](#): Decision Addressing Third Party Solicitation Process for EE Programs

This decision approves a two-stage solicitation approach to soliciting third party program design and implementation services as part of the energy efficiency portfolio. All IOUs will be required to conduct an RFA solicitation, followed by a full RFP stage. This decision requires the IOUs to utilize PRGs for design and conduct of solicitations, as well as adding IEs, that are specifically hired for their energy efficiency expertise. The Commission also requires a set of standard and modifiable contract terms and conditions, for a subset of terms, to be developed and reviewed prior to the conduct of any solicitations. Specific requirements are included for further definition of disadvantaged workers and workforce and quality installation standards to be applied to third party contracts.

[Decision 18-05-041](#): Decision Addressing EE Business Plans

This decision approves the EE business plans of the eight PAs. The business plans, sector strategies and approved budgets will run between 2018-2025. The decision includes a required set of metrics and indicators to track progress towards energy efficiency goals at the portfolio and sector levels. Policy guidance is also given in the areas of design of incentives to customers and/or implementers, lighting technologies (prohibiting incentives for compact fluorescent lighting in favor of light emitting diodes, and requiring continuation of incentives for street lighting bulk conversions), and workforce issues.

[Decision 18-10-008](#): Workforce Requirements and Third-Party Contract Terms and Conditions (as corrected by [D.19-01-003](#) and [D.19-07-016](#))

These Decisions address workforce standards required to be applied by energy efficiency program administrators to all programs meeting certain size and measure criteria in their business plan portfolio. The Decision also includes required standard and modifiable contract terms & conditions required of all program implementer contracts.

[Decision 19-08-006](#): Decision Adopting Standard Contract for Energy Efficiency Local Government Partnerships

This decision adopts a standard contract for energy efficiency local government implementers, and associated implementation details.

[Decision 19-08-034](#): Decision Adopting Energy Efficiency Goals for 2020-2030

This decision adopts energy savings goals for ratepayer-funded energy efficiency program portfolios for 2020 – 2030 based on an assessment of market potential using the Total Resource Cost test.

[Decision 19-08-009](#): Decision Modifying the Energy Efficiency Three-Prong Test Related to Fuel Substitution

This decision modifies the energy efficiency three-prong test originally established in Decision 92-02-075,

which was designed to avoid encouraging programs that involved substituting one fuel for another (electricity or natural gas) but had a “predominantly load building or load retention character.”

[Decision 19-12-021: Decision Regarding Frameworks for Energy Efficiency Regional Energy Networks and Market Transformation](#)

This Decision adopts most of the CAEECC Market Transformation Working Group framework for market transformation, with modification. This Decision orders PG&E to conduct a solicitation for an independent third-party Market Transformation Program Administrator (MTPA) to oversee market transformation activities. The Commission welcome utilities, along with any other energy efficiency stakeholder, to submit ideas for Market Transformation Initiatives (MTIs) through the MTPA’s intake process and participate in the development of MTIs.

GENERAL REFERENCE DOCUMENTS

[PG&E's 2020 Annual Budget Advice Filing \(ABAL\)](#)

Advice Letter containing PG&E’s budget for 2020 EE portfolio.

[PG&E’s 2019 Annual Budget Advice Letter \(ABAL\)](#)

Advice Letter containing PG&E’s budget for 2019 EE portfolio.

[PG&E’s 2019 Supplemental ABAL Filing](#)

Update to the 2019 ABAL Filing.

[Energy Efficiency Policy Manual, V.5](#)

The purpose of the EE Policy Manual is to provide the most up to date list of the rules established by Commission Decisions and Resolutions that govern the administration of energy efficiency programs.

[California Long Term Energy Efficiency Strategic Plan – Updated 2011](#)

This Plan sets forth a roadmap for energy efficiency in California through the year 2020 and beyond.

[PG&E Energy Efficiency Business Plan \(2018-2025\)](#)

Document outlines PG&E’s high-level approach to achieving state energy efficiency policy goals through 2025.

JOINT COOPERATION MEMO REFERENCES

[Advice 4109-G/5562-E 2020 Joint Cooperation Memorandum \(JCM\) of 3C-REN, SoCalGas, SCE and PG&E Pursuant to Decision \(D.\) 18-05-041](#)

The Joint Cooperation Memo provides: (1) a summary of all the programs 3C-REN intends to run and indicates which programs may overlap with SoCalGas, SCE and PG&E programs; (2) a summary of the coordination efforts between 3C-REN and SoCalGas, PG&E and SCE; (3) a summary of the IOU PAs 2020 comparable program offerings, if applicable (Appendix A); and (4) details regarding 3C-REN’s program compliance with D.12-11-015.

[Advice Letter 4110-G/5564-E PG&E and BayREN’s 2020 Joint Cooperation Memo in Compliance with Decision 18-05-041, Ordering Paragraph 38](#)

The Joint Cooperation Memo describes energy efficiency programs that PG&E and BayREN anticipate

offering in the nine Bay Area counties (their shared service area) in 2020 and discusses how the proposed activities will complement each other.⁴ The JCM also details how BayREN's proposed activities comply with the criteria for REN activities required in D.12-11-015.

[Advice Letter 4107-G/5563-E Marin Clean Energy's and Pacific Gas and Electric Company's Annual Joint Cooperation Memorandum for Program Year 2020](#)

The Joint Cooperation Memo describes the energy efficiency programs that MCE and PG&E anticipate offering in their shared service area in Program Year 2020 pursuant to their approved business plans. The Joint Cooperation Memo provides a summary of MCE's programs and, if PG&E offers a similar program, PG&E's programs, and describes how MCE and PG&E will coordinate to inform customers of all available program offerings.

LEGISLATIVE REFERENCES

[\(California\) Senate Bill \(SB\) 350: Clean Energy and Pollution Reduction Act of 2015](#)

SB 350 increases California's renewable electricity procurement goal from 33 percent by 2020 to 50 percent by 2030. This will increase the use of Renewables Portfolio Standard (RPS) eligible resources, including solar, wind, biomass, geothermal, and others. In addition, SB 350 requires the state to double statewide energy efficiency savings in electricity and natural gas end uses by 2030.

[\(California\) Senate Bill \(SB\) 535 California Global Warming Solutions Act of 2006: Greenhouse Gas Reduction Fund](#)

Senate Bill 535 directs that, in addition to reducing **greenhouse gas emissions**, a quarter of the proceeds from the GGRF must go to projects that provide a benefit to disadvantaged communities.

[\(California\) Assembly Bill \(AB\) 32: California Global Warming Solutions Act of 2006](#)

AB 32 requires California to reduce its GHG emissions to 1990 levels by 2020 — a reduction of approximately 15 percent below emissions expected under a “business as usual” scenario.

[\(California\) Assembly Bill \(AB\) 32: California Global Warming Solutions Act of 2006](#)

AB 32 requires California to reduce its GHG emissions to 1990 levels by 2020 — a reduction of approximately 15 percent below emissions expected under a “business as usual” scenario.

[Assembly Bill \(AB\) 793: Energy Efficiency](#)

AB793 encourages the installation of energy management technologies, that may include a product, service, or software, that allows a customer to better understand and manage electricity or gas use in the customer's home or place of business.

[Assembly Bill \(AB\) 802: Benchmarking](#)

Assembly Bill (AB) 802, is an energy benchmarking and public disclosure program in California for “disclosable” nonresidential and multifamily buildings.

9 EXHIBIT A – CONTRACT WORK AUTHORIZATION (CWA)



Contract Work Authorization

Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. [enter #] is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. [enter #] dated [enter Date] (the "MSA") between the below-named Contractor ("Contractor"), [enter Legal Title], and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name:	[enter Name]	Total Number of Pages:	[enter #]
Contractor's Address:	[Street Address] [PO Box] [City, State Zip Code]		
Project Name:	[enter Name]		
Job Location:	[enter Location]		

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Scope of Work.
[enter Work Summary here]

ATTACHMENTS: Each of the following documents are attached to this CWA and are incorporated herein by this reference:
Attachment 1: Scope of Work, [enter Pages # through #]
[enter Attachment # (Use for additional attachments or Delete)]

CWA TERM: This CWA is effective upon signature by both parties and expires on [enter Date]. Time is of the essence.

CWA COMPLETION: Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of [enter Date].

CONSIDERATION: As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

TOTAL: [enter total dollar amount and appropriate language based on pricing method for Work]

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: [enter FIRM NAME HERE]	
Signature		Signature	
Name	[enter Name]	Name	
Title	[enter Title]	Title	
Date		Date	

62-4229 CWA (9/26/18)

Sourcing

10 EXHIBIT B – PG&E’S MARKETING REQUIREMENTS FOR THIRD PARTY IMPLEMENTERS

1. Introduction

LGP Third Party Implementers (3P’s) and their delegated representatives must adhere to these Marketing Requirements. These requirements may change as policies, communications, technology, and industry marketing practices evolve. PG&E will notify the 3P of any such changes and require the 3P to inform its authorized delegates to make these changes within 45 days of receipt of notification. 3P’s are responsible to monitor their authorized delegates implementation and compliance of these requirements.

For inquires and required reviews and approvals in accordance with these Marketing Requirements, please contact ThirdPartyMarketing@pge.com (PG&E Marketing Review).

2. Marketing Requirements

A. Documentation Requiring PG&E Marketing Review

Unless otherwise stated in these requirements, any marketing materials must be reviewed and approved by PG&E’s Marketing Review prior to their distribution or publication. The definition of “marketing materials” goes beyond the general concept of advertising materials and includes, but is not limited to:

- General awareness materials: Websites, traditional media (TV, radio), billboards, digital and social media
- Energy Savings Program promotional materials: Brochures, leaflets, emails, direct mail (includes materials circulated by local governments, contractors, or other entities)
- Sales materials: call scripts, all presentations

B. Use of Marketing Materials and Communications

PG&E at its sole discretion may request at any time that all marketing communications and/or materials be held or stopped in an emergency. These holds could be specific to locations or involve PG&E’s entire service area. PG&E will require written confirmation that holds have been put in place.

C. Documentation Not Requiring PG&E Marketing Review

- Recruiting materials to train 3P subcontractors/designated representatives
- Materials used to recruit or train Local Governments
- Forms used to secure agreements between the customers and subcontractors, downstream entities, and/or other delegated entities
- Use of PG&E’s name for factual statements only that do not indicate PG&E endorsement or referring to a partnership with PG&E.

D. Marketing and Advertising Standards and Regulations

3P's Marketing Plan and implementation must comply with the Better Business Bureau (BBB) and the Federal Trade Commission (FTC) (Advertising Standards). These Advertising Standards apply to the offering of goods or services across all forms of media. These Advertising Standards protect customers against false or deceptive marketing tactics and allow customer's the choice to remove themselves from receiving marketing materials and information. Other rules governing marketing and advertising 3P's must follow and contain severe penalties for violations, are the Tactical Marketing Regulations (Marketing Regulations) which are as follows:

- FTC Advertising and Marketing on the Internet: Rules of the Road
- CAN-SPAM
- ADA Website Accessibility
- Telephone Consumer Protection Act
- Deceptive Mail Prevention and Enforcement Act
- California Consumer Privacy Act

Any non-compliance with the above Advertising Standards and Marketing Regulations, must be immediately reported to PG&E's Marketing Review.

E. Marketing Plan

3P's must submit their energy savings program Marketing Plan. Any updates or changes to this Marketing Plan must be resubmitted to PG&E's Marketing Review for approval. The Marketing Plan shall include, but is not limited to:

- An Introduction including a high-level description of:
 - What (Program)
 - Who (Target Audience)
 - Why (What problem does the program solve)
- Program Goals, Objectives and Strategies
- Marketing Goals, Objectives and Strategies
- Target Audience (including geographies served, demographic targets)
- Background or learnings being leveraged
- Tactics
- Timeline
- Metrics and Key Performance Indicators (KPIs)

F. Creative Elements in Marketing Materials

Tone and imagery provide an impression and personality of the information being communicated. Avoid using sarcasm or potentially offensive language or the use of "fear tactics" to urge customers to act. Do not frame PG&E in a negative light (e.g. "Get rid of high PG&E bills").

Consider the PG&E diverse customer base when choosing imagery and take care to select images that are unlikely to offend. Try using current technology examples (e.g. LED lightbulbs instead of CFLs).

G. Photograph, Testimonials, Quotes, Videos, Other Media

Photographs, testimonials, quotes, videos or any other media (Items) can only be used in any marketing materials, provided the owner of these types of Items executes a written release and consent form (Form).

H. Anti-Discrimination

3P's agree not to discriminate based on a customer's race, ethnicity, national origin, religion, gender, sex, age, LGBT orientation, mental or physical disability or geographic location. Basic services and information must be made available to individuals with disabilities, upon request.

I. Requirements Pertaining to Non-English-Speaking Populations

PG&E may require 3P call centers have interpreter services available to call center personnel to answer questions from non-English speaking or limited English-speaking customers. Call centers are those centers that receive calls from current and prospective customers.

J. Claim Statements

Any claim statements, such as an energy efficiency statement of savings (i.e. -- you will save 10% on your energy costs) must be supported and substantiated by a credible and reliable independent source. All claims must be reviewed and approved by PG&E.

K. Marketing Outreach

1. Email

Email marketing is regulated by the Federal Communications Commission (FCC) and must adhere to the laws under the Telephone Consumer Protection Act (TCPA) and Controlling the Assault of Non-Solicited Pornography and Marketing ("CAN-SPAM") Act. Third parties must have a privacy policy linked within their emails that contains no less than PG&E's minimum requirements, see www.pge.com/privacy. In addition, the California Public Utilities Commission (CPUC) requires emails provide the following:

- Identification of the sender in the "From" section.
- A link to the 3P's privacy policy
- 3P's name and physical address
- An easily accessible unsubscribe link or an unsubscribe method

2. Direct Mail

Direct mail includes all physical items sent to a customer's home or business including but not limited to postcards, letters, self-mailers and flyers. The following shall be implemented:

- Use 3P name and return address on the envelope
- A Johnson Box at the top right-hand side of any direct mail letters. A Johnson box contains the key message of the letter. The purpose of it is to present the key concept to customers who may be visual impaired.
- Johnson Box font shall be bold and 3-point type larger
- Shall contain 160 characters max.

- Comply with the USPS National Change of Address checking process to obtain, if available, new addresses filed within the past 18 months.

3. Events

Participation in marketing/ sales events is permitted to increase customer awareness of the 3P's energy savings program. Event activities may include the distribution of marketing materials and/or verbal education about the 3P program. Examples materials are:

- A banner with the 3P's program name and, if applicable, in accordance with the 3P's Contract's identified branding approach.
- Promotional items/ giveaways of value consistent with state and federal tax laws.

At events, the following is prohibited without PG&E's written consent:

- Marketing and/or selling program products not identified in the Parties Contract
- Discuss issues on other PG&E activity/ press/ billing, etc. must be directed to the PG&E Customer Service Center at 1-877-660-6789.

4. Telemarketing/ Telephone Activity

Outbound telemarketing is permitted as follows:

- All marketing requirements and regulations must be met including the Telephone Protection Consumer Act
- Clearly state the program name and provide a toll-free number and/or website for customer to verify program information.
- Remove customers from call list if requested by customer
- Return phone calls/messages from customers who contact the 3P directly

5. Media

Media plans including but not limited to, broadcast, digital TV, radio, Search Engine Marketing (SEM) and online advertising used to market the 3P's energy savings program, must be reviewed by PG&E to ensure there is no overlap with PG&E media plans.

6. Organic Social Media

Organic social media involves using free tools provided by social networks to build a social community and interact with it; this includes but is not limited to, posts on the 3P's Facebook/ LinkedIn pages, tweets on Twitter and videos on YouTube. 3P's using organic social media in their marketing must not put any restrictions on customers and members of the public to view the content, such as paying for a subscription to a site.

7. Websites and Other Digital Properties

Domain Ownership. PG&E domain ownership can be purchased or assigned for any website or digital property. In some cases, PG&E will allow the 3P to obtain the domain ownership.

ADA Compliance. Any new website or digital content must adhere to PG&E's accessibility

standard of WCAG 2.0 AA. To demonstrate compliance, content must be tested and achieve an accessibility score greater than or equal to 85%, with no severe A or AA violations. The 3P must contact PG&E's Marketing Review to schedule accessibility testing. PG&E uses a contracted 3rd party to perform the accessibility testing. Typically, this test uses a 3-part process:

- Technical Conformance (automated)
- Technical Conformance (manual)
- Functional Usability specific to accessibility

Responsive Design. Many PG&E customers access websites on mobile devices and therefore digital content must be responsive to adjust content automatically for optimal display no matter what the screen size.

Third Party Security Review. Digital properties prior to being used must be reviewed by PG&E's Third Party Security Review (TSR) department. This TSR review is in addition to any prior review conducted. TSR will identify issues that may need to be addressed.

Privacy – PG&E's Privacy Team requires a Privacy Impact Assessment (PIA) be completed if a site will collect, use, store and/or disclose customer or employee data. The PIA will address potential gaps and suggest controls to ensure data protection. The PIA is to be completed by the Program Manager or Program Administrator.

California Consumer Privacy Act (CCPA) Compliance – Under CCPA, the transfer of third party cookies on a site may be interpreted as a "sale of data" If a site contains third party cookies other than those that are strictly necessary, a cookie banner with language approved by our legal team must be present on the site.

Customer Experience (CE) Forum – The CE Forum is a cross-functional group of PG&E organizational stakeholders that reviews any new website or digital content desired to be used or be made publicly available by the 3P. Prior to using such items, 3P's must submit them to PG&E's Marketing Review who presents them at the CE Forum to determine if any issues need to be addressed. When all outstanding issues are addressed, if any, new website or digital content must receive PG&E's Marketing Review approval.

8. Public Relations

PG&E does not endorse products or services, nor the firms or individuals who supply them. Instead, the focus needs to be on the services being provided and the overall benefit to PG&E customers. To use PG&E's name in external media or public relations, the materials must be approved by PG&E's Marketing Review. Key guidelines for drafting public relation materials are:

- Alternative term than "partner" or "partnership" needs to be used
- Unless agreed to, PG&E must not be mentioned in the headline, sub-headline or lead paragraph of the media materials
- PG&E will not contribute or be mentioned in quotes
- Only factual statements are permitted about the Parties relationship
- Statement may not endorse the products, services, etc.

9. Door-to-Door/ Direct-to-Door

Door-to-door canvassing, either verbally selling or leaving sales materials (such as door hangers) at customers' homes are required to:

- Be respectful of customer's property
- Pay attention to signs requesting no solicitation
- Consider working in pairs, or groups
- Business card or company badge identification must be available always

10. Social Media Influencers

Marketing using social media influencers to focus on identifying and utilizing influential people to reach and impact a target market must adhere to the FTC Endorsement Guides regarding testimonials, blogging, and word-of mouth advertising. Social influencer content is typically framed as testimonials about product or service experiences being sold and promoting via social channels, personal blogs, Facebook and Instagram pages.

11. Sweepstakes/ Contests/Promotions/Prizes

All sweepstakes, contests, promotions, prizes, and giveaway materials (Promotional Materials) must adhere to the CA Department of Consumer Affairs and the Federal Deceptive Mail Prevention and Enforcement Act and approved by PG&E's Marketing Review and Legal Department. All Promotional Materials must comply with valuation rules, applicable regulations, state and federal tax laws. 3P's need to consult their tax advisor to ensure tax law compliance.

12. SMS/Text

Marketing using text messaging is regulated the same as email marketing, via the Telephone Consumer Protection Act (TCPA) and Controlling the Assault of Non-Solicited Pornography and Marketing ("CAN-SPAM") Act. Text messaging requirements include, but not limited to:

- Clearly communicate what type of text messages customers can expect.
- Get permission
- Pay attention to frequency
- Include disclaimers
- Provide an exit for customers who no longer want to receive such messaging

3. Submitting Materials for PG&E Marketing and Claims Review

• Material Identification Number

PG&E requires a material identification number be placed on all materials subject to PG&E Marketing Review. This number must be placed in fine print at the bottom of each piece near the PG&E copyright statement that is submitted. The material ID requires:(1) the 3P's Contract Work Authorization number beginning with a C followed by 4 or5 numbers and (2) the month and the year the piece will be published. (i.e. material ID-C1520-0218).

- **Material Review Process**

PG&E's Marketing Review team requires at least **seven (7) business days** to review materials in accordance with these requirements. Approval, recommendations and/or other feedback will be provided within **7 (seven) business days**. **The review process may be iterative and require multiple revisions be re-submitted prior to approval. If additional review time is required, PG&E will discuss the adjusted timeframe at the initial review.** Requests for PG&E's Marketing Review shall be done as follows:

- Email ThirdPartyMarketing@pge.com ahead of when final feedback is needed
- Include all materials in Word, PDF, JPEG format
- Include any background needed to conduct a review including, but not limited to,
- The final format material will take (printed, electronic only, video, etc.)
- How it will be used (at events, on website, etc.)
- Any specific in-market times (for use at conference Feb 2-10, etc.)

- **Claims Review Process**

PG&E claims review requires seven (7) business days and can be iterative requiring multiple revisions be reviewed entailing additional review time before claim statements are approved. Claims are required to be adequately proven to ensure their accuracy. Requests for PG&E's Marketing Review shall be done as follows:

Email ThirdPartyMarketing@pge.com the statement and the substantiation, calculation, methodology or a link to a reliable independent source (examples -- DOE, State of California, and EnergyStar) ahead of when final feedback is needed.

Include background information needed for the review including, but not limited to,

- The final format material will take (printed, electronic only, video, etc.)
- How it will be used (at events, on website, etc.)
- Any specific in-market times (for use at conference Feb 2-10, etc.)

11 EXHIBIT C – SUBCONTRACTOR AND SUPPLIER UTILIZATION PLAN INSTRUCTIONS

Pub. 112018

Prime Contractor/Supplier shall provide a signed Subcontractor and Supplier Utilization Plan (Exhibit C1) prior to the performance of Work with a list of all Subcontractors and Suppliers. In the event of any change in subcontractors or suppliers, Prime Contractor/Supplier shall submit an updated and signed Subcontractor and Supplier Utilization Plan (Exhibit C1) to PG&E prior to performance of the Work. Plan must be complete. Respond “N/A” if not applicable. See further instructions below.

Prime Contractor/Supplier Information:

Prime Contractor / Suppliers CPUC and Small Business Status

Indicate “yes” or “no” to indicate whether Prime Contractor / Supplier is CPUC Clearinghouse certified. If certified please provide the Verification Order Number (VON).

To find the VON Number, access:

- CPUC Clearinghouse Database: <https://sch.thesupplierclearinghouse.com/frontend/searchcertifieddirectory.asp>

Indicate “yes” or “no” to indicate whether Prime Contractor / Supplier is Small Business certified. If certified please provide the small business certification number.

To find out more about Small Business certification, access the following sites:

- California Department of General Services (DGS): <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>
- U.S. Small Business Administration (SBA): <https://www.sba.gov/contracting/getting-started-contractor/qualifying-small-business>

Prime Contractor / Suppliers Estimated Amount to be Paid to All Subcontractors / Suppliers

Provide the estimated dollar amount to be paid to all subcontractors for the duration of the contract term by the following categories: a) all subcontractors and suppliers b) small business certified suppliers only and c) CPUC certified businesses only. The estimated dollar amounts may be reflected in one or more categories.

If 100 percent of the work will be self-performed by the Prime Contractor/Supplier, indicate “0” for each category.

Refer to the links above to locate potential CPUC and Small Business-certified subcontractors and suppliers.

1. Tier Level

- 1.1. For most Services, lower tier subcontractors are not allowed below three sub-tiers. (Ex: Prime > Subcontractor 1 > Subcontractor 1.1 > Subcontractor 1.1.1).
- 1.2. Providers of Restricted Services are limited to first tier and may not subcontract the Work. Restricted Services currently includes Freight Haulers and Vegetation Management; however, this may be expanded to include others in the future. (Ex: Prime > Vegetation Management Subcontractor).
- 1.3. A 3rd-party logistics provider or qualified freight broker may be utilized to directly subcontract the Work to Freight Haulers, however, Freight Haulers may not subcontract the Work to other Freight Haulers. (Ex: Prime > Qualified Freight Broker > Freight Hauler or Prime > Freight Hauler).
- 1.4. Refer to the Allowable Tier Matrix for further detail.

2. Subcontractors / Suppliers

- 2.1. Provide the complete name of the Subcontractor or Supplier. Do not abbreviate - please spell out any acronyms.
- 2.2. Subcontractors (Subs) are contractors that have been retained by a primary contractor, or any subcontractor at lower tiers, to provide services on behalf of PG&E.
 - 2.2.1. A - General Engineering Contractor: A contractor whose principal contracting business is in connection with fixed works requiring specialized engineering knowledge and skill.
 - 2.2.2. B - General Building Contractor: A contractor whose principal contracting business is in connection with any structure built, being built, or to be built, for the support, shelter, and enclosure.
 - 2.2.3. C - Specialty Contractor: A contractor whose operations as such are the performance of construction work requiring special skill and whose principal contracting business involves the use of specialized building trades or crafts.
 - 2.2.4. D - Restricted Services Providers include, but are not limited to, Freight Haulers and Vegetation Management Providers.
- 2.3. Services for which Subcontractors and Suppliers shall be listed on the Exhibit C1 include, but are not limited to:
 - 2.3.1. Construction Services: All aspects of: constructing, fabricating, installing, erecting, maintaining, performing integrity digs on, and performing turnaround services on, pipelines, buildings, plants, and facilities of all types. Additionally, subcontractor team members who provide construction, general construction, heavy machinery, and other construction services will be included in this group of services.
 - 2.3.2. Industrial Service Vendors (ISV): typically subcontracted for specializing in specific construction work scope such as hydrotesting and surveying.
 - 2.3.3. Professional and Consulting Services: Individuals who provide your company with specialized service, including but not restricted to lawyers, accountants and management consultants. Including, but not limited to environmental and land consultants, human health and risk assessment providers; other select professional services may be included, as needed.
 - 2.3.4. Niche Professional or Consulting Service: An organization that specializes or has a forte in a particular industry or field.
 - 2.3.5. Local Hire Suppliers: Select subcontractors with specific project geography support in facilitating local and/or union hiring.
 - 2.3.6. Restricted Services: Freight Haulers (FH) are business entities operating commercial vehicle with a Gross Vehicle Weight Rating (GVWR) of 55,000 pounds or greater either for commercial or private use.

3. Emergency Point of Contact

- 3.1 Please include the best point of contact and phone number for use in the event of an emergency.

4. Contractor's License # and/or Motor Carrier Permit

- 4.1. Provide the California Contractor's License Number of each Subcontractor or Supplier (if applicable) along with the type of License or Permit.
- 4.2. The MCP (Motor Carrier Permit) is issued to the motor carrier as evidence the carrier has registered their CA# with the DMV, as required by CVC (California Vehicle Code) Section 34620.
- 4.3. Provide the Expiration Date of the Subcontractor or Supplier's California Contractor's License or MCP.

4.4. Subcontractors and Suppliers may have both a California Contractor's License Number and a MCP. If this is the case, please include information for both.

4.5. Special Permit Requirements:

4.5.1. Freight Haulers needing Special Permit for transferring atypical extra wide or heavy loads and/or hazardous or flammable materials. Applicable permit retention includes but not limited to below lists.

4.5.2. Oversized Load - California Transportation Permit - Issued for movement of non-divisible (exceeding applicable length, width, height, or weight limit) loads, not circumventing California Vehicle Code requirements.

4.5.3. Hazardous Material Load - Federal Motor Carrier Safety Administration (FMCSA) requires motor carriers to obtain a Hazardous Materials Safety Permit (HMSP) prior to transporting certain highly hazardous materials.

4.5.4. Flammable Load - Every motor carrier who transports the following hazardous materials in California must have a hazardous materials transportation license (California Hazardous Material Transportation License) issued by California Highway Patrol.

5. Description of Work to be Performed or Major Materials to be Supplied

5.1. Provide a description of the work to be performed or major materials to be supplied by the Subcontractor or Supplier.

6. Is excavation to be performed?

6.1. Indicate whether the work to be performed by each Subcontractor or Supplier includes excavation by responding "Yes" or "No." Refer to [Section 4216 of the California Government Code](#) for the definition of "excavation."

7. Gold Shovel Status

7.1. Indicate the Gold Shovel Status for each Subcontractor or Supplier by responding as appropriate:

7.2. "N/A" for Subcontractor or Supplier who will not perform excavation work.

7.3. "Active" for Subcontractor or Supplier with an active Gold Shovel Certification.

7.4. "Inactive" for Subcontractor or Supplier that does not have current Gold Shovel Certification. Attach an explanation to Exhibit C1 indicating when Contractor anticipates Subcontractor or Supplier will obtain Gold Shovel Certification.

7.5. To determine status or to find potential subcontractors, access the following site:
<http://www.goldshovelstandard.com>.

8. Risk Level

8.1. Indicate whether each Subcontractor or Supplier will be performing low, medium, or high-risk work by responding "Low", "Med", or "High". Refer to PG&E's Contractor Safety Program risk definitions at https://www.pge.com/pge_global/common/pdfs/for-our-business-partners/purchasing-program/suppliers/ContractorSafety_ProgramRequirements_Risk.pdf

9. ISN ID# and/or PG&E Qualified Vendor

9.1. Provide ISNworld (ISN) Identification Number of each Subcontractor or Supplier performing medium to high risk work.

9.2. Respond "N/A" for any Subcontractor or Supplier performing low risk work.

9.3. Respond "None" if Subcontractor or Supplier has not completed ISN prequalification. Attach an explanation to Exhibit C1 explaining when Contractor anticipates Subcontractor or Supplier prequalification will be complete.

9.4. Subcontractor or Supplier may have both an ISN ID Number and a PG&E Qualified Vendor Number. If company has both, please list ISN ID Number first.

9.5. ISNworld Prequalified

9.5.1. Indicate whether Subcontractor or Supplier performing medium to high risk work is Prequalified in ISN by responding “Yes” or “No.” Respond “N/A” for each Subcontractor or Supplier performing low risk work.

9.5.2. To determine prequalification status or to find potential subcontractors, access the following site:
https://www.pge.com/en_US/for-our-business-partners/purchasing-program/suppliers/suppliers.page.

10. Union Signatory

10.1. Indicate whether Subcontractor or Supplier is signatory to a labor union by responding “Yes” or “No.”

11. Signature / Attestation

11.1. Please sign, date and indicate the revision number certifying that the information provided on this form is true to the best of your knowledge. Note: The information provided may form the basis of a Statement of Record, against which PG&E may conduct an audit or review to ensure compliance.



11.1 EXHIBIT C1 – SUBCONTRACTOR AND SUPPLIER UTILITIZATION PLAN

Prime Contractor/Supplier Name:	PG&E Contract # (if any):	Contract Duration	From:	To:
Employer Identification # (EIN):	Total Bid/Contract Value:	Total Amount to be Self Performed:		
PG&E Project/Product:	Is Prime Contractor/Supplier CPUC Clearinghouse Certified?	Yes	No	VON #:
Name of Preparer:	Is Prime Contractor/Supplier a Registered Small Business Certified?	Yes	No	Small Business #:
Preparer E-Mail:	Estimated Amount to be Paid to all Subcontractors (Subs) and Suppliers (\$): (for the duration of the contract)			
Preparer Contact Phone:	Subs and Suppliers:	Small Businesses:	CPUC Certified Businesses:	

(1) Tier Level	(2) Name of Subcontractors (s) and Supplier (s)	(3) Emergency Point of Contact / Phone #		(4) Contractor's License # / Motor Carrier Permit				(5) Description of Work to be Performed or Major Materials to be Supplied	(6) Is Excavation to be Performed	(7) Gold Shovel Status	(8) Risk Level	(9) ISN ID# and/or PG&E Qualified Vendor #	(10) Union Signatory
				License/Permit Type	License/Permit #	Expiration Date	Special Permit Required						

The information provided on this form may form the basis of a Statement of Record, against which PG&E may conduct an audit or review to ensure compliance.

Indicate All Subcontractor(s) and Supplier(s) of any tier prior to performing Work on designated project. Submit Exhibit C1 to best demonstrate your plan for the indicated services.

In the event of a change in planned Subcontractor(s) or Supplier(s) of any tier, submit a revised Exhibit C1 prior to performing the Work via the method outlined in the contract or work authorization.

Refer to Exhibit 1 for additional instructions on completing this form.

Please include additional sheets as needed.

(11) Signature		Date		Rev. #:	
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I hereby certify that the information listed is true to the best of my knowledge.

¹ Subcontractors and Suppliers may have both a CPUC Clearinghouse and a Small Business Certification. Please list both numbers. If a company has more than one Small Business Certification, list the numbers in the following order: (1) DGS, (2) SBA, and (3) any other small business registry where a number is issued.

12 EXHIBIT D – PG&E’S SUPPLY CHAIN RESPONSIBILITY POLICY

PG&E is committed to supply chain responsibility, including supplier diversity, sustainability, and ethical supply chain practices.

- PG&E’s Supplier Diversity Program, launched in 1981, aims to provide diverse suppliers with economic opportunities to supply products and services to PG&E.
- The Supplier Sustainability Program, launched in 2007, encourages supplier responsibility, excellence and innovation.
- Promoting an ethical supply chain means that ethical supplier performance, including a supplier’s efforts in each of the following areas, is an important consideration in supplier selection: health and safety, labor issues, human rights, ethical business conduct, and conflicts of interest.

SUPPLIER AND ITS SUBCONTRACTORS OF ALL TIERS MUST COMPLY WITH PG&E’S SUPPLY CHAIN RESPONSIBILITY POLICY IN THE AWARD OF ALL SUBCONTRACTS. This Policy requires that small and diverse businesses shall have the maximum practicable opportunity to participate in the performance of work, including Small Business Enterprises (“SBEs”); and Women, Minority, Disabled Veteran and Lesbian, Gay, Bisexual, and Transgender Business Enterprises (“WMDVLGBTBEs”).

In order to be considered for this Contract, the Supplier must comply with the following requirements:

1. Supplier shall provide a copy of this Exhibit D to each prospective Subcontractor.
2. Supplier shall provide a separate signed Subcontractor and Supplier Utilization Plan (Exhibit C1). Supplier shall also describe its Supply Chain Responsibility efforts and planned outreach to small, diverse businesses.
3. Qualifying Subcontractors must be certified as follows:
 - a. Small Business Enterprises must be registered as a small business with a state or federal agency (e.g. California Department of General Services or Small Business Administration);
 - b. Women-, minority-, and lesbian, gay, bisexual and transgender-owned businesses must be certified by the California Public Utilities Commission’s Supplier Clearinghouse; and
 - c. Service disabled veteran-owned businesses must be certified by the California Department of General Services.
4. No later than the 10th of each month, Supplier shall submit its Subcontracting spend with small and diverse Subcontractors using PG&E’s electronic reporting system located at the following address: <https://cvmas10.cvmsolutions.com/pge/default.asp>. To establish a User ID for use in the reporting system, Supplier shall submit a request via email to the following e-mail address: PVB1@pge.com. Consult the Prime Supplier Program Guide for more information: https://www.pge.com/includes/docs/pdfs/b2b/purchasing/supplierdiversity/prime_supplier_guide.pdf
5. For contracts exceeding \$500,000 (or \$1 million for construction), Suppliers must comply with the Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, as described in Exhibit D1. The Prime Supplier Subcontracting Plan for these contracts must include provisions for implementing the terms of this Exhibit D.

12.1 EXHIBIT D1 – POLICY REGARDING UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

The following policy of the United States shall be adhered to in the performance of this Contract:

- a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal Agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.
- b) Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of Contractor's compliance with this clause.
- c) As used in this Contract, the term "small business concern" shall mean a small business as defined in Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirement of 13 CFR Part 124. Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to Section 8(a) of the Small Business Act. Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.
- d) Contractor acting in good faith may rely on written representations by its subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.¹

¹ Notwithstanding this provision of the federal statute, all WMDVBE subcontractors must be verified pursuant to the procedures prescribed in Section 2 of CPUC General Order 156, as such procedures may be amended periodically.

13 EXHIBIT E – PROGRAM POLICIES AND PROCEDURES MANUAL GUIDELINES

MINIMUM Requirements - Implementer agrees to review and comply with the most current version of PG&E's Platform Rulebooks and the Statewide Program policy manuals.	Program Policies & Procedures (P&P)
Program Process <ul style="list-style-type: none"> • Must include Implementer and customer responsibilities, sufficient that customer can read and understand how to participate in program. • Program Requirements. 	X
Program Begin & End Dates	X
Customer Eligibility Requirements <ul style="list-style-type: none"> • Must require participant to be a PG&E customer paying the Public Purpose Program Charge. • Program Geographic Limitations within PG&E's service territory. • Must be consistent with this Contract or with subsequent modifications approved in writing by the PG&E Program Manager. 	X
Program Materials and Forms, including audience, purpose, when used, etc.	X
Dispute Resolution Procedures <ul style="list-style-type: none"> • Must apply to both subcontractors and customers. • Manage Customer Satisfaction 	X
Disclosure and auspices information in both English and Spanish <ul style="list-style-type: none"> • All program marketing materials must include customer and Implementer Disclosure and auspices information. 	X
Limitation of liability <ul style="list-style-type: none"> • Must limit PG&E's liability. • Should limit Implementer's liability. 	X
Customer Feedback Survey <ul style="list-style-type: none"> • Must describe surveying process and methodology. • Must address the following topics, at a minimum: customer's perceived convenience of the Program, notification of other energy efficiency programs available, and customers overall satisfaction with the Program providers. 	X
Any Other Documents	X

14 EXHIBIT F - CUSTOMER THIRD PARTY PROGRAM APPLICATION AGREEMENT (PPA) REQUIREMENTS

Under development

DRAFT CONTRACT; Under PRG review



**THIRD PARTY ENERGY EFFICIENCY
LOCAL GOVERNMENT PARTNERSHIP
PROGRAM IMPLEMENTATION AGREEMENT**

Between

Pacific Gas and Electric Company

And

City/ County Association of Governments of San Mateo County (C/CAG)

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GENERAL TERMS AND CONDITIONS

1. PREAMBLE

1.1 Background

Pursuant to the California Public Utilities Commission (“CPUC”) Decisions (D.) 18-05-041, (D.) 18-01-004 Addressing Energy Efficiency (“EE”) Business Plans and Third Party (“3P”) Solicitation Process for Multi Sector EE Programs (“3P Programs”) and (D) 19-08-006 Standard Contract for Energy Efficiency Local Government Partnerships (LGP) respectively. PG&E seeks to establish an EE Program portfolio comprising of a minimum of 60% being 3P Programs by 2022. PG&E’s 3P LGP Program requirements, scale and scope are described in Attachment 1 (PG&E’s 3P EE LGP Program Requirements”).

1.2 Agreement Structure

The Parties Agreement is comprised of and includes three key components:

- a. These **General Terms and Conditions and its referenced Exhibits**, shall apply to all aspects of Implementer’s participation in PG&E’s 3P EE Program portfolio. These General Terms and Conditions reference the LGP CPUC Standard and Modifiable contracting provision requirements;
- b. **Attachment 1 and its referenced Exhibits** (the “PG&E’s 3P EE LGP Program Requirements”), describe the requirements Implementer’s LGP Program must satisfy and the contractual frameworks that will govern implementation, administration, measurement and reporting, compensation, key performance indicators and associated fees-at-risk. The PG&E 3P EE LGP Program Requirements in Attachment 1 are generally applicable to all aspects of the offerings available from all participants in PG&E’s 3P EE Program portfolio;
- c. **Attachment 2 and it referenced Exhibits, if any (“Implementer’s Program” or “Program”)**, is Implementer Program under this Agreement. An Attachment 2 must describe the Program’s specific products, services and features in a format that is required to meet and align with PG&E’s 3P EE LGP Program Requirements in Attachment 1, is incorporated under this Agreement and shall be governed by these General Terms and Conditions. As such, Implementer Program on Attachment 2 requires a PG&E Contract Work Authorization (CWA) to be included under this Agreement and to enable PG&E to render such Program’s payment obligation. Any PG&E issued CWA’s under this Agreement requires the signature of the Parties. Any material modifications or payment adjustments to Implementer’s Services performed under its Program on the Attachment 2, must be documented in a CWA change order and signed by the Parties.

1.3 Defined Terms

Certain capitalized terms defining PG&E’s 3P EE Program Requirements and related concepts are in Attachment 1 and Appendix A (Terms and Acronyms). In addition, the following terms are defined in these General Terms and Conditions:

Term	Refer to Section
Company	The Investor Owned Utility entering into the Agreement with Implementer

Term	Refer to Section
Confidential Information	Section 8
Contractor	This term is used in certain standard PG&E documents and refers to the Implementer.
Covered Personnel	Any personnel or Implementer Parties having or requiring access to PG&E's Assets, premises, or customer property requiring a Background Check as required under this Agreement.
Effective Date	Date both Parties have executed this Agreement
Implementer	The Third-Party Program implementer who is party to the Agreement that will implement the contracted-for EE program ("Program")
Implementer Party	Implementer's employees, agents, representatives and subcontractors and all other persons performing Implementer's Program on behalf of the Implementer.
Final Implementation Plan	Implementer Program on Attachment 2 under this Agreement requires such Program's Final Implementation Plan to be posted to the relevant CPUC website no later than sixty (60) days following from its effective Program Start Date.
Implementer's Program	Implementer Program under this Agreement must be incorporated and reflected on Attachment 2.
"Intellectual Property Rights"	Means all intellectual and industrial property rights recognized in any jurisdiction, including copyrights, mask work rights, moral rights, trade secrets, patent rights, rights in inventions, trademarks, trade names, and service marks (including applications for, and registrations, extensions, renewals, and re-issuances of, the foregoing).
Laws	Means all laws, including the common law and all statutes, by-laws, rules, regulations, ordinances, decrees, orders and codes (including any requirements for permits, certificates, approvals and inspections) that are applicable to a Party in any jurisdiction in which Implementer's Program are performed, provided or used by PG&E and its affiliates.
PG&E Assets	For purposes for this Agreement, PG&E Data is the property of and asset of PG&E.

Term	Refer to Section
“PG&E Confidential Information”	Means PG&E Data and any other technical and non-technical information concerning or related to PG&E and its affiliates’ respective products, services, online properties (including the discovery, invention, research, improvement, development, marketing, or sale thereof), analytics, processes, financial data and models, business and marketing plans, and general business operations, and any information related to the foregoing, regardless of a lack of confidentiality marking or reasonableness determination.
“PG&E Data”	<p>Means:</p> <p>(i) any and all data and information of or concerning any employee, supplier, consumer, household, commercial or customer of PG&E, including, but not limited to, name and contact information and, in the case of customers, their home address and home telephone number; device IDs; e-mail addresses; billing information; electric and gas energy usage, electric service (including, without limitation, service account number, electricity demand (in kilowatts), monthly billed revenue, credit history, rate schedule(s), or number or type of meters at a location);</p> <p>(ii) any and all data or information collected or received by Implementer from any employee, supplier or customer of PG&E, if collected or received by Implementer in the course of providing Services to PG&E; and</p> <p>(iii) any data or other information derived from data and information referred to in paragraphs (i) or (ii) including copies, summaries, analyses, statistics, aggregations, forecasts, and reports, in each case whether anonymized or not and whether printed, electronic, or in some other format.</p>
Services	Implementer’s Services, also referred to as the “Work” provided directly to and for PG&E under this Agreement. For the avoidance of doubt, services and products that Implementer makes available to Implementer’s customers or otherwise that Implementer independently provides as part of Implementer’s Program notwithstanding the Services Implementer directly provides to PG&E, do not satisfy and are not to be

Term	Refer to Section
	understood as the Services defined for purposes of this Agreement.
Service Work Product	Any and all materials, information, or other work product created, prepared, accumulated or developed by Implementer or any Implementer Party for PG&E in the course of performing Services under this Agreement

2. CPUC STANDARD CONTRACT TERM/LENGTH PROVISION

2.1 Term

The “Term” of this Agreement (“Agreement Term”) shall commence upon the Effective Date and shall continue, unless terminated earlier in accordance with the terms of this Agreement, until three (3) years from the Effective Date.

3. IMPLEMENTER’S PROGRAM ADMINISTRATION

3.1 Implementer’s Program Launch Date

Implementer’s Program on Attachment 2 shall contain a Program Launch Date, the date an Implementer’s Program seeks to solicit Customer participation. Implementer’s Program’s Launch Date requires certain pre-conditions be satisfied as set forth in PG&E’s 3P EE LGP Program requirements on Attachment 1. These requirements include, but are not limited to, the Parties completing the Program’s Final Implementation Plan in accordance with the Program’s Draft Implementation Plan. Implementer’s Program Final Implementation Plan must be posted to the relevant CPUC website no later than sixty (60) days following from this Agreement’s Effective Date.

3.2 Changes to Implementer’s Program

Implementer acknowledges it has been qualified to receive ratepayer-funded compensation based on the features and expected benefits of the Services provided under Implementer’s Program as described on the Attachment 2 under this Agreement. Consequently, Implementer must ensure its Program and the Services it provides as implemented substantially conforms to the corresponding Attachment 2. However, PG&E acknowledges an Implementer Program may need to change in response to Customer feedback and market experience, so as to optimize its benefits. Any material changes to an Implementer’s Program and any changes that may impact the Services provided to PG&E as identified on Attachment 2 under this Agreement shall require PG&E’s prior written approval, without which Implementer may not qualify for compensation. Approved changes may require a change in compensation.

3.3 Responsibility for Implementer’s Program, Products and Services

- (a) Implementer is solely responsible for the quality, performance, safety and function of its products and services. PG&E makes no representations or warranties to any person, including Customers, with respect thereto.
- (b) Implementer is solely responsible for managing and successfully performing, completing, and delivering an Implementer Program. Implementer shall require the Implementer Parties comply with all of

the requirements of this Agreement that are applicable to their products and/or to the services or work that they perform. Implementer is liable for any breach or non-compliance with the terms of this Agreement that is attributable to an Implementer Party.

- (c) Implementer shall be responsible to obtain PG&E's written approval prior to using any Implementer Program materials and documentation for implementing its Program as described in the PG&E 3P EE Program Requirements on Attachment 1.

3.4 PG&E's License to Use Implementer's Name and Marks

Implementer hereby grants PG&E permission to use Implementer's name and marks solely as required to perform PG&E's obligations under this Agreement.

3.5 Implementer's License to Use PG&E Marks

Only to the extent PG&E provides express permission to allow Implementer to use PG&E Marks in connection with the performance of an Implementer's Program as detailed on the Program's Attachment 2 under this Agreement the following terms shall apply:

(a) In this Section:

- (i) "PG&E Marks" means those trademarks or service marks that PG&E will allow Implementer to use in connection with the performance of an Implementer Program, as specified in its Attachment 2.
- (ii) "Marketing Requirements" means any and all marketing requirements and related key performance indicators that may be disseminated from time to time by PG&E relating to the way in which Implementer marketing is conducted for an Implementer Program using the PG&E Marks. PG&E may include some general marketing requirements in PG&E's 3P EE Program Requirements in Attachment 1. However, in addition to the terms in this section under PG&E' License To Use PG&E Marks, any use rights for PG&E Marks must also comply PG&E Marketing Requirements and Co-Branding Policies which will be included as part of an applicable Implementer Program on Attachment 2 under this Agreement.
- (iii) License to Use PG&E Marks. Subject to the terms of this Agreement, PG&E grants to Implementer a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license (without the right to sublicense to third parties, including third parties working with Implementer in energy management and conservation programs), strictly within the State of California, to use the PG&E Marks solely in connection with the performance of Implementer's Program, and the PG&E's Marketing Requirements and Co-Branding Policies provided in Attachment 2 and solely in compliance with this Agreement.
- (iv) Ownership of PG&E Marks. Implementer acknowledges and agrees that Implementer does not own any PG&E Marks or have any rights in any PG&E Marks, that the PG&E Marks are owned by PG&E Corporation, and any uses of any PG&E Marks inure to the benefit of PG&E Corporation. Implementer agrees not to do anything inconsistent with these acknowledgements and agreements; and Implementer further agrees not to use any PG&E Marks in any way that could have a reasonable possibility of damaging the goodwill built up in any PG&E Marks or disparaging or impugning the reputation of PG&E, PG&E Corporation, or the goods or services that those entities provide.

- (b) Limitations. Implementer agrees not to use any PG&E Marks except as expressly permitted by this Section, or as otherwise provided in a written agreement signed by a party legally authorized to grant such a use license. Except for the PG&E Marks, no marks owned by PG&E or any of PG&E's affiliates, sub-contractor's or otherwise authorized representatives, are licensed for use by Implementer hereunder.
- (c) Approval for Exceptions. For any manner or form of use not expressly permitted under paragraph (b), Implementer is responsible for obtaining PG&E's prior written approval.
- (d) Quality Control. Implementer shall maintain the distinctiveness of the PG&E Marks, the image of the brand, and the high quality of services offered under the PG&E Marks as required by the Agreement, which incorporates by reference PG&E Marketing Requirements and Co-Branding Policies. Implementer agrees to cooperate with PG&E in facilitating PG&E's control of the nature and quality of the goods or services provided to Customers in connection with the Implementer's Program on Attachment 2 under this Agreement.
- (e) Revocation of License To Use PG&E Marks. Upon termination of the Implementer's Program authorized to use PG&E Marks in Attachment 2 under this Agreement, or if for any reason Implementer becomes ineligible for participation in PG&E's 3P EE Program portfolio under which this Agreement has been made, or in any event in PG&E's sole discretion, PG&E may revoke its License To Use The PG&E Marks, in which case Implementer must remove the PG&E Marks from all materials and immediately discontinue use of all related marketing and other advertising materials that bear any PG&E Marks.

3.6 Implementer Program Performance Commitments

Implementer will implement its Program and diligently perform the Services provided to PG&E under this Agreement, in a timely manner, in accordance with the PG&E's 3P EE Program Requirements in Attachment 1 and any applicable time schedules set forth herein. Implementer will promptly notify PG&E if it becomes aware the implementation of or delivery of any Program and/or Services benefits on Attachment 2 under this Agreement will likely be delayed.

In addition, Implementer shall comply with all applicable obligations set forth in PG&E 3P EE LGP Program Requirements in Attachment 1, applicable standards, policies and procedures of PG&E that are consistent with and set forth in this Agreement and communicated to Implementer in writing; and as required to comply with and shall be solely responsible to know any applicable legal and CPUC Regulatory Requirements pertaining to implementing and offerings its Services and/or Program.

3.7 Implementer Program Performance Measurement and Governance

Implementer Program benefits on Attachment 2 under this Agreement will be tracked and measured using the processes and methodology described in PG&E's 3P EE LGP Program Requirements in Attachment 1.

3.8 Compliance with Laws, and CPUC Regulatory Requirements

- (a) Generally Applicable Laws. Implementer shall, at its own cost and expense, obtain all necessary regulatory approvals applicable to its business, obtain any necessary licenses or permits for its business, and comply with all Laws applicable to its business (or that of its Implementer Parties) or the performance of its obligations under the Agreement, including any future changes, additions to or modifications of such Laws. Implementer will bear the risk of and have financial responsibility without the right of reimbursement by PG&E for any change in Laws applicable to it

or its Implementer Parties, or their respective businesses, or the performance of its obligations under the Agreement.

- (b) Laws Applicable to Implementer's Program and its Services. In addition, in the case of any Laws that are applicable to each Implementer Program on Attachment 2 under this Agreement or to Implementer as a product or service provider, Implementer will perform its obligations under the Agreement in compliance with such Laws. Implementer shall also comply with changes to Laws applicable to each Implementer Program on Attachment 2 under this Agreement. Implementer shall notify PG&E of any modifications to an Implementer Program and/or Services it provides to PG&E on Attachment 2 under this Agreement that are necessary to comply with the Law. PG&E may require changes to Implementer's compensation or other terms of this Agreement if any such modifications materially affect its benefits or the cost to ratepayers. All fees and costs associated with identification of, compliance with, and implementation of material changes to an Implementer Program or that may have any impact on the Services provided to PG&E required by changes to such Laws shall be reviewed and discussed by the Parties to mutually resolve, if any.
- (c) CPUC Regulatory Requirements. Implementer is responsible for knowing and shall comply with all EE program regulatory implementation and other related regulatory requirements and directions from the CPUC relevant to Implementer 's Program and the Services provided to PG&E on Attachment 2 under this Agreement ("CPUC Regulatory Requirements").
- (d) Notice. If Implementer does not comply with any Laws, or the CPUC Regulatory Requirements described in this Section, it will promptly so notify PG&E in writing to the extent the non-compliance or its consequences that may reasonably be expected to adversely affect PG&E or an Implementer Program or the Services provided to PG&E on Attachment 2 under this Agreement.
- (e) Public Record Act. Notwithstanding the foregoing, to the extent applicable, information provided to the Implementer may be subject to public review pursuant to the California Public Records Act (California Government Code Section 6250 et seq.), which provides that records in the custody of a public entity be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255. As a result, the Implementer may be obligated to disclose some or all information provided to the Implementer, to any party that requests it to the extent required under the California Public Records Act; provided, however the Implementer agrees to give PG&E prompt notice of such request prior to releasing any information so the PG&E may seek a protective order or other appropriate remedy and/or seek to resist or narrow the scope of the disclosure, including protecting the disclosure of any Confidential Information.

3.9 Intellectual Property Ownership and Use

- (a) Any and all materials, information, or other work product created, prepared, accumulated or developed by Implementer or any Implementer Party for PG&E in the course of performing Services shall be the ("**Services Work Product**") that includes, but is not limited to, the inventions, processes, templates, documents, drawings, computer programs, designs, calculations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, customer project data and its data analytics, manuals, visual materials, data models and samples, including summaries, extracts, analyses and preliminary or draft materials developed in connection therewith, shall be owned by PG&E on behalf and for the benefit of its customers. Services Work Product will be owned by PG&E upon its creation. Implementer agrees to execute any such other documents or take other actions as PG&E may reasonably request to perfect PG&E's ownership in the Services Work Product.

- (b) If, and to the extent Implementer incorporates any pre-existing or separately developed materials or Intellectual Property Rights (“**Implementer’s Pre-Existing Materials**”) in Services Work Product, Implementer hereby grants PG&E on behalf of its 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 Implementer’s Pre-Existing Materials for the sole purpose of using such Services Work Product for the conduct of PG&E’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 Services Work Product must be expressly disclosed to PG&E prior to using any such Service Work Product for performing any Services under this Agreement.
- (c) Royalties, license fees or other charges for Implementer’s Pre-Existing Materials that are incorporated in Services Work Product shall be incorporated in Implementer’s fees and charges on the Attachment 2 under this Agreement, and are not separately chargeable to PG&E.

4. IMPLEMENTER ELIGIBILITY

4.1 Licensing

At all times during the performance of its obligations under this Agreement, Implementer represents, warrants and covenants 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 Implementer’s Program and the Services provided to PG&E. Implementer shall promptly provide copies of such licenses and registrations to PG&E at PG&E’s request.

4.2 Performance Assurance; Bonding

At all times during the performance of Implementer’s Program and the Services provided to PG&E, Implementer providing any direct installation services 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 bonding requirements of the California State License Board, as may be applicable. If PG&E determines Implementer is required to provide a performance bond then this will be mutually negotiated and stipulated in the Attachment 2.

4.3 Insurance

At all times during the performance of Implementer’s Program and its Services to PG&E being rendered under this Agreement, 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, the insurance coverage requirements specified in the Insurance provisions under this Agreement.

4.4 Good Standing

Implementer represents and warrants that (a) it is a local government duly organized, validly existing and in good standing legal entity and/or business under the laws of the State of its incorporation and/or business license to conduct its business activities 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.

4.5 Financial Statements

Implementer shall deliver financial statements on an annual basis or as may be reasonably requested by PG&E 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. PG&E shall keep such information confidential if requested by Implementer, except provision to the Commission may be required from time to time under confidentiality procedures, where applicable.

5. SAFETY, BACKGROUND CHECK AND FITNESS FOR DUTY

5.1 Safety

During the term of this Agreement, Implementer 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 PG&E security procedures, rules and regulations, as furnished by PG&E, and cooperate with PG&E security personnel whenever on PG&E's property.
- (c) Abide by PG&E's standard safety program contract requirements as may be provided by PG&E to Implementer from time to time. A copy of PG&E's Safety Requirements are in Exhibit A.
- (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.
- (e) Have in place an effective Injury and Illness Prevention Program ("IIPP") that meets the requirements all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code. Implementer shall also ensure that its personnel complete training and abide by the requirements of the IIPP that are applicable to them. The person with the authority and responsibility for Implementer's IIPP compliance shall execute the IIPP Compliance Certificate attach hereto as Exhibit B.

Additional safety requirements (including PG&E's standard safety program contract requirements) are set forth elsewhere in the Agreement, as applicable, and in the PG&E's safety handbooks as may be provided by PG&E to Implementer from time to time.

5.2 Background Checks

- (a) Implementer hereby represents, warrants and certifies that Covered Personnel having or requiring access to PG&E's assets, premises, or 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 under Implementer's Program and the Services its rendered to PG&E, 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 access to PG&E's assets, premises, customer property if such person has 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 PG&E for audit if required pursuant to the audit provisions of this Agreement.
- (d) To the extent permitted by applicable law, Implementer shall notify PG&E 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 under its Program as required under this Agreement.

5.3 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.

6. IMPLEMENTER RESPONSIBILITY FOR ITS PERSONNEL AND IMPLEMENTER PARTIES

6.1 Background Check Consent Requirement

Implementer shall make any necessary disclosures and obtain any necessary consents from Implementer's personnel or an Implementer Party as may be required by law in connection with the conduct of its background checks. If any of the Background Check requirements under this Agreement would be illegal under laws governing Implementer's hiring, supervision or management of its personnel or its Implementer Parties, Implementer shall notify PG&E in writing prior to commencing or continuing to perform obligations pursuant to the Agreement.

6.2 PG&E Facilities and Logical Access

- (a) Physical Access. In the event Implementer or its Implementer Parties require access to PG&E facilities to perform any obligations under this Agreement, Implementer must also comply with PG&E's Drug and Alcohol Policy on Exhibit C. PG&E may at any time require other safeguarding procedures for access to PG&E facilities.
- (b) NERC/CIP Critical Facilities. It is contemplated that Implementer's Program(s) or any of Implementer's obligations under this Agreement will require Implementer access any PG&E's Critical

Facilities as defined by NERC/CIP. If such access becomes necessary, additional security related requirements will apply.

- (c) Logical Access. In the event Implementer or its Implementer Parties require certain access as requested by PG&E to PG&E systems (Logical Access), in either instance, Implementer when providing Services to PG&E under its Program, shall submit to PG&E each person's full name and last four digits of their social security number to the following address: RecruitingOperation@pge.com. PG&E reserves the right to decline any such individual and Implementer shall promptly provide a replacement. PG&E may at any time require other safeguarding procedures.

6.3 Supervision of Personnel and Implementer Parties

Implementer will manage and supervise its personnel and Implementer Parties and cause them to comply with Implementer's obligations and restrictions applicable to the work they will render under the Agreement. Implementer is responsible for the acts and omissions of its personnel and its Implementer Parties under or relating to the Agreement to the same extent as if such were the acts and omissions of Implementer.

There is no employment relationship between Implementer and PG&E or between Implementer's personnel or its Implementer Parties and PG&E. Implementer is responsible for all wages, salaries, fees, costs, and other amounts due to its personnel and Implementer Parties and for all applicable tax withholdings, unemployment insurance premiums, pension and social welfare plan contributions, and other employer obligations with respect to its personnel and Implementer Parties.

Implementer shall maintain applicable records demonstrating that each of its personnel or Implementer Parties has completed training, as well as any associated assessments required by law, regulation, certifying organization, or PG&E, required to perform Implementer Program and any Services rendered to PG&E under this Agreement. Implementer shall also maintain relevant copies of certificates, licenses, workforce standard requirements, and other materials demonstrating that each of its applicable personnel and Implementer Parties are qualified to safely and correctly complete work performed for an Implementer Program and any Services rendered to PG&E under this Agreement. Implementer or an Implementer Party's training, licenses and qualification records must be provided to PG&E within 48 hours of request.

6.4 PG&E Supplier Code of Conduct

PG&E's requires Implementer and Implementer Parties to comply with PG&E's Supplier Code of Conduct ("PG&E's SCC") to demonstrate a strong commitment to compliance, ethics, sustainability, and supplier diversity as a foundation to successful business. Implementer and Implementer Parties shall review PG&E's SCC at www.PGE.com, link: <https://www.pge.com/includes/docs/pdfs/b2b/purchasing/suppliers/SupplierCodeofConductPGE.pdf> and Implementer sign the PG&E Supplier Code of Conduct Acknowledgement Form attached as Exhibit D.

6.5 Implementer Subcontracting

With respect to any Services provided to PG&E by Implementer in accordance with this Agreement, Implementer shall not enter into any subcontracts with an Implementer Party and no Implementer Party shall be permitted to perform such Services without PG&E's prior written approval. PG&E's approval of any subcontract with an Implementer Party shall not relieve Implementer of its obligations to PG&E under this Agreement. Nothing in the Agreement or any subcontract shall create any direct contractual relations between an Implementer Party and PG&E.

7. COMPENSATION

7.1 In General

- (a) PG&E's 3P EE Program Requirements on Attachment 1 provide a time and materials framework for determining the compensation payable to Implementer for performing each Implementer Program on an Attachment 2 under this Agreement. PG&E's associated invoicing and payment procedures are set forth on the attached Exhibit E. Unless expressly stated otherwise and mutually by the Parties, Implementer's labor rates for its time performance requirements under this Agreement which include any Implementer Program on an Attachment 2 under this Agreement is reflected on Exhibit F Implementer Labor Rates. PG&E will not be required to pay Implementer any amounts for or in connection with performing an Implementer's Program on Attachment 2 under the Agreement and fulfilling Implementer's obligations under the Agreement other than compensation amounts payable to Implementer as expressly negotiated in Implementer's Program on Attachment 2 under this Agreement, and if such Program involves any time and materials, such time shall be at the Implementer Labor Rate on Exhibit F.
- (b) The making of any payment or payments by PG&E, or the receipt thereof by Implementer, shall not imply (i) PG&E's approval or endorsement of Implementer's Services provided to PG&E or Implementer's Program or any product or service furnished to Customers in connection with an Implementer's Program; or (ii) waiver by PG&E of any warranties or other requirements of this Agreement.

7.2 Billing Disputes

In the event an invoice or portion thereof or any other claim or adjustments arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with Notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. The Parties agree to use good faith efforts to resolve the dispute or identify the adjustment as soon as possible in accordance with the terms and conditions under this Agreement.

8. CONFIDENTIALITY

Implementer in performing its obligations under this Agreement may have access to, or be provided with, PG&E, Customer, consumer, household and/or employee commercial or personal confidential information. Unless otherwise stated, Implementer agrees, and shall require its relevant Implementer Parties, not to disclose or otherwise make available any confidential information to others, including any affiliate of PG&E that produces energy or energy-related products or services, without PG&E's written consent. Implementer also agrees, and shall be responsible for and shall instruct its Implementer Parties, as applicable, shall not collect, use, retain or disclose personal information as defined in California Civil Code Section 1798.140(o)(1) for any purpose other than for the specific purpose of performing any obligations under this Agreement. Implementer shall, and is responsible for and shall instruct its relevant Implementer Parties, not sell personal information as defined in California Civil Code 1798.140(o)(1) under any circumstances. PG&E "Confidential Information" shall mean:

- (a) technical and non-technical information concerning or related to PG&E, PG&E and its subcontractor's, suppliers, and affiliates' respective products, services, online properties (including the discovery, invention, research, improvement, development, marketing, or sale thereof), analytics, processes, financial data and models, business and marketing plans, employees, legislative matters, trade secrets,

Personal information as defined in California Civil Code 1798.140(o)(1) and general business operations, and

- (b) includes PG&E Data as defined in this Agreement, and
- (c) any information related to the foregoing, regardless of a lack of confidentiality marking or reasonableness determination.
- d. Except for compelled disclosures described below, Implementer shall not disclose any Confidential Information or PG&E Data or otherwise make it available to any person other than those who have a need to know such information to carry out the purposes of the Agreement. The foregoing confidentiality restrictions will not apply to any particular information that the Implementer can demonstrate was (i) previously known to Implementer, (ii) independently developed by Implementer without use of PG&E Data, (iii) acquired from a third party which was not, to Implementer's knowledge, under an obligation to the PG&E not to disclose such information, or (iv) has become publicly available through no breach of the Agreement by Implementer; provided that exception (iv) **does not apply to PG&E Data that constitutes personal information previously provided to Implementer by PG&E, which must be kept confidential in perpetuity.**
- e. Any PG&E's Confidential Information or PG&E Data shall be returned immediately upon completion of Implementer's use required under this Agreement or earlier upon PG&E's request and in no event after the Agreement Term. Alternatively, and as expressly requested by PG&E, Implementer may destroy such PG&E Confidential Information and/or PG&E Data, provided an officer or a person with comparable authority of Implementer certifies the destruction in writing.
- f. If Implementer becomes legally compelled to disclose any PG&E Confidential Information or PG&E Data in a manner not permitted under this Agreement, Implementer shall give PG&E prompt notice of the request and provide reasonable assistance to PG&E, at PG&E's expense, so PG&E may seek a protective order or other appropriate remedy.

8.1 PG&E Data

- (a) Any and all data and information of or concerning any employee, supplier, consumer, household, commercial or customer of PG&E, including, but not limited to, name and contact information and, in the case of customers, their home address and home telephone number; device IDs; e-mail addresses; billing information; electric and gas energy usage, electric service (including, without limitation, service account number, electricity demand (in kilowatts), monthly billed revenue, credit history, rate schedule(s), or number or type of meters at a location),
- (b) Any and all data or information collected or received by Implementer from any employee, supplier or customer, if collected or received by Implementer in the course of providing Services under its Program and pursuant to this Agreement to PG&E; and
- (c) Any data or other information derived from data and information referred to in paragraphs (a) or (b) in this Section including copies, forecasts, summaries, analyses, statistics, aggregations and reports, in each case whether anonymized or not and whether printed, electronic, or in some other format.

8.2 Implementer Data

Information, data and reports furnished to PG&E by Implementer under this Agreement ("**Implementer Data**") is not confidential, regardless of any marking or designation to the contrary. Implementer

acknowledges that PG&E is required to make public reports and disclosures to regulators including the CPUC, and that such reports and disclosures may include Implementer Data. In addition, PG&E may use Implementer Data for utility purposes including for market analysis and forecasting.

9. DATA SECURITY AND PROTECTION

9.1 General

Unless otherwise agreed to or modified by PG&E in writing, Implementer and Implementer Parties receiving, accessing, using or transmitting any PG&E Data to perform any obligations under this Agreement, the following requirements of this Section will apply.

- (a) PG&E Data is the property of and a PG&E Asset as defined under this Agreement. Implementer, nor any Implementer Party, shall use PG&E Data for any purpose other than the purpose than as set forth under this Agreement and in particular as specified in Implementer's Program on Attachment 2 under this Agreement. No PG&E Data may be sold, assigned, leased or otherwise disposed of to third parties or commercially exploited by or on behalf of Implementer or Implementer Parties. Implementer nor any Implementer Party shall possess or assert any lien or other right against or to PG&E Data.
- (b) Implementer and Implementer Parties shall be required to comply with PG&E data security, data protection and privacy requirements in PG&E's Data Security Measures on Exhibit G and each person Implementer instructs to receive, access, use or transmit any PG&E Data under this Agreement must execute a PG&E Non-Disclosure Agreement (PG&E NDA) in Exhibit H.
- (c) When a Customer elects to share the Customer's raw energy data with Implementer, the Customer will be required to authorize such sharing through PG&E's "Share My Data or SMD" option on the PG&E's customer website, subject to the terms and conditions specified in the SMD authorization that will be updated from time to time without notice.
- (d) In carrying out its activities under the Agreement, each Party will observe and comply with all applicable consumer protection, data privacy, and data protection laws and regulations, including, but not limited to, consumer privacy laws (e.g., California Civil Code S.1798.82 and S. 1798.81.5). Without limiting the foregoing, with respect to PG&E Data that constitutes personal information as defined in California Civil Code Section 1798.140(o)(1), Implementer, or any Implementer Party, shall not collect, use, retain or disclose personal information for any purpose other than for the specific purpose of performing Direct Services or performing its obligations under the Agreement. Implementer nor any Implementer Party is permitted to sell such personal information ("sale" being within the meaning of California Civil Code 1798.140(o)(1)) under any circumstances.
- (e) **PG&E DATA PROVIDED BY PG&E TO IMPLEMENTER WITHOUT WARRANTIES OF ANY KIND.** Accordingly, PG&E will not be liable for any damages arising out of Implementer's use of any PG&E Data under this Agreement.

10. DISPUTE RESOLUTION

Any material dispute between the Parties arising out of or relating to the Agreement, including with respect to the interpretation of any provision of the Agreement or with respect to performance or non-

performance under the Agreement (a “**Dispute**”), will be resolved in accordance with the CPUC Non-Modifiable Dispute Resolution Process Provisions under Section 11 of this Agreement.

10.1 Disputes

- (a) A Party may commence litigation at any time to avoid the expiration of an applicable limitations period, to preserve a superior position with respect to other creditors, or if a Party determines that a breach of the Agreement by the other Party is such that a temporary restraining order or other injunctive or conservatory relief is necessary.
- (b) Each Party acknowledges that a breach of any of its obligations under the Agreement with respect to Confidential Information, Data Security and Procedures, or its infringement or misappropriation of any Intellectual Property Rights of the other Party, may irreparably harm the other Party in a way that could not be adequately compensated by money damages. In such a circumstance, the aggrieved Party may proceed directly to court notwithstanding the other provisions of this Section. If a court of competent jurisdiction should find that a Party has breached (or attempted or threatened to breach) any such obligations, such Party agrees that without any additional findings of irreparable injury or other conditions to injunctive relief, it will not oppose the entry of an appropriate order compelling its performance of such obligations and restraining it from any further breaches (or attempted or threatened breaches) of such obligations.

10.2 Continued Performance

Each Party agrees to continue performing its obligations under the Agreement while a Dispute is being resolved except to the extent performance is prevented by the other Party or the issue in dispute precludes performance. Nothing in this Section shall limit either Party’s right to terminate as set forth in the Agreement.

11. CPUC STANDARD DISPUTE RESOLUTION PROCESS PROVISIONS

11.1 CPUC Standard Disputes Provision

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 PG&E’s contract representative by good faith negotiation efforts shall be referred to a Vice President or their designee of PG&E 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 PG&E and Implementer cannot reach an agreement within a reasonable period (but in no event more than 30 calendar days after the initial meeting), PG&E and Implementer shall have the right to pursue all rights and remedies that may be available at law or in equity. To the extent legally permissible, 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.

11.2 CPUC Standard Governing Law Provision

Governing Law. This Agreement shall be governed by the laws of the State of California, with reference to its conflict of laws principles.

11.3 CPUC Standard Venue Provision

Venue. 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 San Francisco County, and the parties hereby submit to the exclusive jurisdiction of such courts.

12. SURVIVAL RIGHTS

12.1 Survival

Any provision of the Agreement that contemplates or governs performance or observance subsequent to termination, expiration of the Agreement Term as defined herein will survive such expiration or termination for any reason. In particular, the following Sections shall survive any expiration or termination of this Agreement: (Data Security and Protection), (Records Retention and Audit Right Requirements), (Confidentiality), (Indemnification), (Liability), (Rules of Construction), (CPUC Standard Dispute Resolution Process Provisions), (Dispute Resolution), and (Miscellaneous). In addition, all payment obligations for amounts due and owed to be paid Implementer and any other obligations required to be administered under Implementer Program's on Attachment 2 under this Agreement shall survive.

13. RECORD RETENTION AND AUDIT RIGHT REQUIREMENTS

13.1 Implementer Document Retention and Production Obligations

Implementer shall maintain and require its Implementer Parties maintain, complete and accurate documentation produced and related to Implementer's performance obligations under this Agreement. Such documentation shall include, but is not limited to maintaining a log for its Program and the Services provided to PG&E that involves Customer Program Project (Project) Applications, Project approval, if required, records of the Projects equipment and measure installations, its baseline energy measurements, inspections, verifications, energy savings calculations, data, reports, completed certification required by law to receive the Projects incentive and applicable proof of HVAC permit closure information, copies of all Project issued permits, Customer incentive payments, records to substantiate each Program financial transactions, costs, fees, payments to Implementer Parties and personnel, the documentation showing Implementer's personnel and Implementer Parties training, licenses and workforce standard certifications required to perform the Services they render for PG&E under Implementer's Program on Attachment 2, and other documentation as required in this Agreement, collectively referred to as ("PG&E Records Retained by Implementer"). PG&E Records Retained by Implementer must be maintained for at least three (3) years from the date they are such records are generated or produced.

- (a) Except as otherwise required and stated in writing by the CPUC, other governmental agency, or PG&E, Implementer shall provide PG&E Records Retained by Implementer electronically, or in a format as specified, within five (5) days of PG&E's written request.
- (b) Implementer nor any Implementer Party shall transmit, disclose, retain or dispose of PG&E Records Retained by Implementer.
- (c) PG&E will periodically perform quality control and quality assurance Audits of Implementer's and its relevant business record management practices involving managing and maintaining the records resulting from this Agreement and for compliance under this Section.
- (d) Implementer is required to store all PG&E Records Retained by Implementer in a secure, legible, and organized manner that allows for easy identification and access. Upon PG&E's request for Audit,

safety, litigation, or as otherwise stated in this Agreement, Implementer shall transfer any specified PG&E Records Retained by Implementer to PG&E in an electronic form or the following formats:

- PDF, CAD, or TIFF for drawings and diagrams; and
 - Native File Format or PDF for all other documents.
- (e) Implementer shall make available the proprietary tools or software necessary to access any PG&E Records Retained by Implementer to review such records in accordance with the terms and conditions under this Agreement. If at any time PG&E directs Implementer to dispose of PG&E Records Retained by Implementer, Implementer shall do so in a confidential and secure manner, whether the format is electronic or physical. Proof of Destruction of PG&E Records Retained by Implementer shall be submitted to PG&E upon request and destruction of such physical copies should comply with NAID (National Association for Information Destruction) standards.
- (f) PG&E Records Retained by Implementer must be treated as confidential and subject to Confidentiality provisions under this Agreement, including without limitation, the provisions concerning Data Security and Protection, and use of Personal Information [as defined in California Civil Code Section 1798.140 (o)].
- (g) Implementer must maintain a management records system to ensure PG&E Records Retained by Implementer are available, not lost or destroyed and in accordance with the CA Consumer Protection Privacy Act statutory requirements.
- (h) In the event the PG&E Records retained By Implementer include any physical (which includes paper) documents PG&E provided, Implementer shall convert such documents to digital electronic format and the original physical (which includes paper) documents to PG&E.

13.2 PG&E's Audit Rights

- (a) Implementer and its Implementer Parties shall maintain a complete audit trail of the documentation generated pursuant to this Agreement and the PG&E Records Retained by Implementer to enable PG&E to review and verify in machine readable form for a period of 10 years from the Agreement's Execution Date. PG&E, its designated representatives, and the CPUC (collectively, "Auditors") shall have access at reasonable times to the facilities where Implementer or any of its Implementer Parties maintain their respective systems, records, data, practices and procedures used in rendering any service or generating any PG&E Records Retained By Implementer under this Agreement and PG&E shall be able to conduct an audit ("Audit") as follows:
- (i) To perform security-related due diligence, verification, and reviews, if applicable, as described in the Data Security and Protection provisions;
 - (ii) To verify the accuracy and completeness of Implementer or the Implementer Party's invoices generated to perform the obligations set forth under this Agreement for which PG&E made payment and as related to any PG&E Records Retained by Implementer;
 - (iii) To perform examinations and review by PG&E's regulatory authorities to verify Implementer and/or an applicable Implementer's Party's compliance with the requirements under this Agreement.
- (b) Audits will be conducted at no additional cost to PG&E by Implementer or an Implementer Party, during business hours or as mutually agreed, except in cases of emergency, and shall take place upon such advance written notice (if any) as is reasonable under the circumstances. Audits will be conducted in a manner that does not unreasonably interfere with Implementer's, or its applicable Implementer

Party's business. The Audit and the Auditors will comply with the Implementer's or the Implementer Party's standard (and reasonable) security and confidentiality requirements when accessing facilities or other resources owned or controlled by Implementer or the Implementer Parties applicable privacy laws for an Audit and

- (c) Implementer will and require its Implementer Parties cooperate with in conducting an Audit and provide reasonable assistance to perform such Audit.
- (d) If any Audit determines Implementer has incorrectly invoiced PG&E, Implementer will issue on the next invoice, a credit, refund, or debit, as appropriate, to correct the inaccuracy. Audits will be conducted at PG&E's expense; *provided, however*, if any Audit of Implementer's or an Implementer Party determines that any costs or pricing data was intentional or knowingly misrepresented, Implementer shall reimburse PG&E the amount overcharged, plus associated transaction costs to determine the overcharge. Implementer shall be liable for the interest on the amount of such overpayment to be computed beginning on the over payment date and ending when the over payment is credited or refunded to PG&E at a rate equal to the prime rate charged by the Bank of America, NT&SA, San Francisco.
- (e) If an Audit reveals any deficiencies, concerns, and/or recommendations, PG&E will provide Implementer notice to meet within thirty (30) days to mutually agree to an action plan to promptly address such Audit findings. In the event there is not a mutually agreeable plan, the Parties shall utilize the Dispute Resolution process set forth in this Agreement.

14. IMPLEMENTER REPRESENTATIONS, WARRANTIES AND COVENANTS

14.1 Workmanship

Implementer represents and warrants that:

- (a) Implementer will perform Implementer's Program and the Services provided to PG&E on Attachment 2 in accordance with PG&E's 3P EE LGP Program requirements in Attachment 1 and in compliance with all other requirements in the Agreement.
- (b) Implementer's Program and the Services for PG&E will be rendered with promptness and diligence and be executed in a professional and workman-like manner in accordance with applicable industry-leading practices and standards, using personnel with suitable training, education, experience and skill.
- (c) Implementer Parties will maintain (or obtain from time to time as required, including through renewal, as applicable) all applicable licenses, permits and governmental approvals necessary for them to legally perform their obligations under Implementer Program's and the Services performed for PG&E under this Agreement.

14.2 Information Furnished to PG&E

Implementer represents, warrants, and covenants that Implementer Program on Attachment 2 and the Services performed under this Agreement will not contain any untrue statements about the prior experience, capabilities as to Implementer's Program, guarantees or promises made on behalf of PG&E, corporate description of Implementer, and/or omits any fact necessary to make such statement not misleading.

14.3 Personal Information

Implementer represents and warrants that all personal information as defined in California Civil Code Section 1798.140(o) that Implementer acquires from third parties other than PG&E in order to perform any obligation under this Agreement, has been or will be acquired in compliance with all Laws applicable to such personal information, including any required consumer consent to use of the personal information for the purposes of providing Implementer's Program or rendering its Services to PG&E in accordance with the requirements in this Agreement.

14.4 Non-Infringement

- (a) Implementer represents and warrants that Implementer Program and the various products and services offered by Implementer and the Services rendered to PG&E in accordance with this Agreement, do not and will not infringe or constitute a misappropriation of any Intellectual Property Rights of any third party.
- (b) With respect to any Services Work Product, Implementer represents and warrants that (i) Implementer has all rights and licenses necessary to convey to ownership of or license rights to use them, as applicable; and (ii) none of the Services Work Product or other materials provided to PG&E by or on behalf of Implementer, nor their use by PG&E, will infringe or constitute an infringement or misappropriation of any Intellectual Property Rights of any third party. Implementer will not be considered in breach of this non-infringement warranty to the extent (but only to the extent) any claimed infringement or misappropriation is attributable to PG&E's modification of the Service Work Product delivered to PG&E by Implementer.

14.5 No Improper Inducements

Implementer represents and warrants to PG&E it has not violated any applicable laws or regulations or any PG&E policies of which Implementer has been given written notice regarding the offering of unlawful or improper inducements from Implementer to PG&E in connection with the Agreement. If at any time during the Agreement Term PG&E determines that the foregoing representation and warranty is breached then, in addition to any other rights PG&E may have at law or in equity, PG&E may terminate the Agreement and the Implementer's Program on Attachment 2 under this Agreement for cause without affording Implementer an opportunity to cure.

14.6 Litigation Warranty

Implementer represents, warrants, and covenants that as of the Agreement Effective Date there are no existing or threatened legal proceedings against supplier that would have a material adverse effect upon supplier's or its Implementer Parties's ability to perform its obligations under this Agreement or its financial condition or operations. In the event Implementer's litigation warranty changes, Implementer shall provide PG&E prompt written notification of such changes.

14.7 Investor Owned Utility Non-Affiliation

Implementer represents and warrants that it is not an affiliate of any California investor owned utility.

15. INSURANCE

- (a) Implementer represents that it has, as of the Agreement Effective Date, and agrees to maintain in force from the Agreement Effective date and throughout the Agreement Term, the following types

and amounts of insurance coverage. Implementer is also responsible for its applicable Implementer Parties maintaining the following Insurance requirements and appropriate insurance coverage for the time required under this Agreement as follows:

- (i) Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, arising from Implementer's performance and any other obligation requirements under this Agreement.
- (ii) Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident.
- (iii) Commercial General Liability insurance. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions. The limit shall not be less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury, property damage and personal injury. Coverage shall: a) By "Additional Insured" endorsement add as insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of or connected with each Implementer's Program performed by or for the Implementer. (ISO Form CG2010 or equivalent is preferred). If the Commercial General Liability policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's additional insured requirement: "PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of the Implementer's performance and any other obligation requirements under this Agreement, are additional insureds under a blanket endorsement." b) Be endorsed to specify the Implementer's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.
- (iv) Business Auto insurance. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto." The limit shall not be less than \$1,000,000 each accident for bodily injury and property damage.
- (v) Professional Liability or Errors and Omissions Liability insurance appropriate to the Implementer's profession. Coverage shall be for a professional error, act or omission of Implementer in connection with Implementer's Program. The limit shall not be less than \$1,000,000 each claim/\$2,000,000 aggregate.
- (vi) Employee Dishonesty insurance. This insurance shall have limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. If any deductible is applicable, such deductible shall not exceed \$5,000, unless such increased deductible or retention is approved in advance by PG&E in writing. This insurance policy shall be maintained for at least two (2) years after the last Implementer Program End Date for the Implementer's Program on Attachment 2 under this Agreement.
- (vii) Computer Security and Privacy Liability insurance. This insurance shall cover the actual or alleged acts, errors or omissions committed by the Implementer and its Implementer Parties. The policy shall also extend to include the intentional, fraudulent or criminal acts of the Implementer and its Personnel. This policy shall expressly provide, but not be limited to, coverage for the following perils: (i) unauthorized use/access of a computer system; (ii) defense of any regulatory action involving a breach of privacy; (iii) failure to protect Confidential Information (personal and commercial information) from disclosure; and (iv) notification costs, whether or not required by applicable law. The policy(s) shall have limits of liability of at

least \$10,000,000 per occurrence and \$10,000,000 in the aggregate. If any deductible is applicable, such deductible shall not exceed \$100,000, unless such increased deductible or retention is approved in advance by PG&E in writing. PG&E, its affiliates, subsidiaries and parent company, and PG&E's directors, officers, agents and employees shall be named as additional insureds under this policy. If the policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's additional insured requirement: "PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of Implementer's performance and any other obligation requirements under this Agreement are additional insureds under a blanket endorsement."

- (b) None of the requirements in this Section as to types, limits and approval of insurance coverage to be maintained by Implementer, or Implementer's Parties, limit or qualify in any manner the Implementer's liabilities and obligations under the Agreement.

16. INDEMNIFICATION

16.1 "Claim" and "Losses" Defined

"Claim" means any third party demand, or any civil, criminal, administrative, or investigative claim, action, or proceeding (including arbitration) asserted, commenced or threatened by a third party against an entity or person.

"Losses" means all losses, liabilities, damages, fines, sanctions, liens, and claims, and all related costs, expenses, and other charges suffered or incurred as a result of or in connection with a Claim, including reasonable attorneys' fees, expert costs, and disbursements, costs of investigation, litigation, settlement, and judgment, and any taxes, interest, penalties, and fines with respect to any of the foregoing.

"Hazardous Substance" means, collectively, (a) any chemical, material or substance that is listed or regulated under applicable Laws as a "hazardous" or "toxic" substance or waste, or as a "contaminant" or "pollutant" or words of similar import, (b) any petroleum or petroleum products, flammable materials, explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, and transformers or other equipment that contain polychlorinated biphenyls ("PCBs"), and (c) any other chemical or other material or substance, exposure to which is prohibited, limited or regulated by any Laws.

16.2 Indemnification By Implementer

- (a) Implementer will at its expense indemnify, defend and hold harmless PG&E and its affiliates, and their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, "**PG&E Indemnitees**") from and against any and all Losses suffered or incurred by, or Claims brought against, any of them arising from, in connection with, or based on any of the following, whenever made, arising out of or relating to:
 - (i) Any Claim arising from the marketing or sale of Implementer's Program and/or other products and services to Customers.
 - (ii) Death or bodily injury, or the damage, loss or destruction of real or tangible personal property caused by any failure or defect in products and/or services under Implementer's Program or the Services rendered to PG&E under this Agreement, provided to Customers by or through Implementer or by the tortious acts or omissions and/or willful misconduct of Implementer or its Implementer Party.

- (iii) Claims relating to any environmental matters associated with an Implementer's Program or the Services rendered to PG&E, including the disposal and transportation of Hazardous Substances by or on behalf of the Implementer or at the Implementer's direction or agreement.
 - (iv) Implementer's failure to observe or perform any of its duties or obligations under this Agreement, including an alleged or actual breach of Implementer's obligations under the Compliance with Laws, CPUC Regulatory Requirements, Data Security and Protection and Confidentiality.
 - (v) Any Claim that (a) any of the Services Work Product or other resources or materials provided by Implementer to PG&E in the performance of Services, or PG&E's use thereof, or (b) performance of an Implementer's Program by Implementer, or (c) any of the products or services furnished by Implementer to Customers, infringes or constitutes a misappropriation of the Intellectual Property Rights of any person.
- (b) Implementer's obligation to indemnify PG&E Indemnitees as provided in this Section shall apply regardless whether PG&E has any statutory liability or liability in contract, tort (including negligence) with respect thereto, and whether PG&E's liability may be active or passive. Implementer's obligation to indemnify does not, however, extend to Claims and Losses that are caused solely by the gross negligence or willful misconduct of a PG&E Indemnitee.

16.3 Indemnification Procedures

The following procedures will apply to Claims for which PG&E seeks to be indemnified pursuant to the Agreement:

- (a) Notice. Promptly after a PG&E receives notice of any Claim for which it will seek indemnification pursuant to the Agreement, PG&E will promptly notify the Implementer of the Claim in writing. No failure to so notify the Implementer will abrogate or diminish the Implementer's obligations under these Indemnification provisions if PG&E has or receives knowledge of the Claim by other means or if the failure to notify does not materially prejudice its ability to defend the Claim. Within fifteen (15) days after receiving PG&E's notice of a Claim, but no later than ten (10) days before the date on which any formal response to the Claim is due, Implementer is required to notify PG&E in writing as to whether Implementer acknowledges its indemnification obligation and elects to assume control of the defense and settlement of the Claim. In the event, Implementer does not assume control of the defense of the Claim and it is later determined Implementer was liable to assume and defend such Claim, Implementer shall be liable for the payment of any settlement, judgment or award and all costs of defending or settling such Claim. Nothing in these Indemnification provisions shall preclude PG&E from participating in its defense and retaining its own counsel at its own expense. To the extent necessary, each Party was represented by counsel in the negotiation and signing of this Agreement.
- (b) Implementer may not consent to the entry of any judgment or enter into any settlement that provides for injunctive or other non-monetary relief affecting PG&E without PG&E's prior written consent, unless such judgment or settlement provides for the unconditional and full release of PG&E in respect

of such Claim and does not diminish any of PG&E's rights under this Agreement or result in PG&E being subject to any additional fees or charges under this Agreement.

17. LIABILITY

17.1 General Intent

Subject to the specific provisions of this LIABILITY Section, it is the intent of the Parties that if a Party fails to perform its obligations in the manner required by the Agreement, that Party will be liable to the other Party for any actual damages suffered or incurred by the other Party as a result.

17.2 Limitations of Liability

- (a) Excluded Types of Damages. Except as otherwise expressly provided in the Agreement, including in paragraph (b), the Parties agree that:
- (i) Neither Party will be liable to the other for any indirect, consequential, incidental or punitive damages, or for any loss of revenue, profit, business, savings, or goodwill, regardless of the form of action or the theory of recovery, even if such Party has been advised in advance of the possibility of such damages;
 - (ii) In no event shall PG&E be liable for costs incurred by Implementer or for any lost or anticipated profits or overhead on uncompleted portions of the Services rendered by Implementer in accordance with this Agreement. Implementer shall not enter into any agreement, commitments or sub-contracts in connection with Services that would incur significant cancelation or termination costs without prior written approval of PG&E.
 - (iii) For all aspects of Implementer's Program on Attachment 2 under this Agreement, other than the Services provided to PG&E by Implementer under its Program, PG&E shall not be liable for any costs incurred by Implementer in terminating or modifying any Implementer Program for products and services offered to Customers that are not used by Implementer that incidentally impact the Services being rendered to PG&E and are otherwise utilized for Implementer's ongoing business operations.
- (b) Exceptions. The exclusions set forth in paragraph 16.2(a) above, will not apply to any of the following:
- (i) damages occasioned by, any violation of, or Implementer's breach of the obligations to comply with the law or CPUC Regulatory Requirements, or the willful misconduct or gross negligence of a Party;
 - (ii) Claims and Losses that are the subject to the Indemnification provisions under this Agreement; and
 - (iii) damages or liability attributable to Implementer's breach of its obligations with respect to PG&E Data, its obligations with respect to Confidential Information, or a Party's misappropriation or infringement of the other Party's Intellectual Property Rights.

17.3 Force Majeure

- (a) **"Force Majeure Event"** means a fire, flood, earthquake, other act of God or nature, riot, civil disorder, act of terrorism or other similar causes to those described above that delays or prevents the Party,

directly or indirectly, from performing its obligations in accordance with the Agreement. Inability to pay, however, shall not constitute a Force Majeure Event regardless of the cause thereof and whether the reason is outside the Parties' control.

- (b) A Party will not be liable for any default or interruption in performing its obligations under the Agreement to the extent the default or interruption is attributable to a Force Majeure Event provided the non-performing Party is without material fault in causing the default or interruption.
- (c) In such event the affected Party will be excused from further performance or observance of the obligations so affected for as long as the Force Majeure Event continues and the affected Party continues to use Commercially Reasonable Efforts to perform whenever and to whatever extent is possible without default or interruption. A Party so hindered in its performance will immediately notify the Party to whom performance is due. That Party will also notify the other Party promptly when the Force Majeure Event has abated.
- (d) If a Force Majeure Event prevents performance of Implementer's Program for more than 60 days, the Force Majeure Event shall be deemed an Event of Default under this Agreement and PG&E may terminate this Agreement or any Implementer Program on an Attachment 2 under this Agreement as of a date specified by PG&E in a written notice of termination to Implementer. If PG&E terminates this Agreement, PG&E will pay Implementer any compensation earned prior to the termination date, but will not be liable for payment of any early termination charges or demobilization costs. Except as provided under this Agreement, Implementer will not be entitled to any additional payments from PG&E for costs or expenses incurred by Implementer as a result of any Force Majeure Event.

18. FCPA COMPLIANCE

Implementer warrants that it is aware of the requirements of the Foreign Corrupt Practices Act, 15 U.S.C. 78 et seq., and that neither the Implementer, nor any of its employees, agents, or representatives, shall authorize, offer, promise, or make any payment or give anything of value, directly or indirectly, to any government official (including but not limited to any political party or official thereof, any candidate for political office, or any official of a public international organization, or any wholly or partially owned state entity) or relative of the official to induce such official to do or omit to do any act in violation of his or her lawful duty, to induce such official to use his influence with a foreign government or instrumentality to affect or influence any act or decision of such government or instrumentality, or to gain any other improper advantage in connection with this Agreement.

19. RULES OF CONSTRUCTION

19.1 Entire Agreement

The Agreement constitutes the entire agreement between the Parties with respect to its subject matter and merges, integrates and supersedes all prior and contemporaneous agreements and understandings between the Parties, whether written or oral, concerning its subject matter.

19.2 Contract Amendments and Modifications

The Agreement may be amended or modified solely in a writing signed by an authorized representative of each Party.

19.3 Relationship of the Parties

- (a) Implementer, in furnishing an Implementer Program on Attachment 2 under this Agreement, is acting as an independent contractor. Implementer has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work in connection with Implementer's Program on Attachment 2 under this Agreement. Implementer is not an agent or partner of PG&E and has no authority to represent or bind PG&E as to any matters.
- (b) Nothing contained in the Agreement is intended or shall be construed to confer upon any person, other than the Parties hereto, and the Indemnitees specifically identified in the Indemnification provisions under this Agreement, any rights, benefits or remedies of any kind or character whatsoever, and no person shall be deemed a third party beneficiary under or by reason of the Agreement except as otherwise expressly provided in the Agreement.

19.4 Consents and Approvals

No approval or consent given by a Party under the Agreement will relieve the other Party from responsibility for complying with the requirements of the Agreement, nor will it be construed as a waiver of any rights under the Agreement (except to the extent, if any, expressly provided in such approval or consent). Each Party will, at the request of the other Party, perform those actions, including executing additional documents and instruments, reasonably necessary to give full effect to the Agreement.

19.5 Waiver

No failure or delay by a Party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by an authorized representative of the waiving Party. If a Party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy that Party may have.

19.6 Remedies Cumulative

Except as otherwise expressly provided in the Agreement, all remedies provided in the Agreement are cumulative and in addition to and not in lieu of any other remedies available to a Party under the Agreement, at law, or in equity.

19.7 Headings

The section headings and the table of contents used in the Agreement are for convenience of reference only and will not enter into the interpretation of the Agreement.

19.8 Order of Precedence

In the event of a conflict between or among the documents comprising the Agreement, the following order of precedence will apply (documents listed in descending order of priority):

- (a) The Agreement's CPUC Standard LGP contracting provision requirements in Sections 2 (CPUC Standard Contract Term/Length Provision), 11 (CPUC Standard Dispute Resolution Process Provisions), and 20 (CPUC Standard Termination Process Provisions) in the General Terms and Conditions under the Agreement;
- (b) The Agreement's General Terms and Conditions and its related Exhibits;

- (c) The Agreement's Attachment 1 (PG&E 3P EE LGP Program Requirements), including its related exhibits and other attachments; and
- (d) Any Attachment 2 and its related Exhibits, if any, under this Agreement (Each Implementer's Program under this Agreement) which requires a PG&E CWA be issued and signed by the Parties.

19.9 Severability

If any provision of the Agreement conflicts with the law under which the Agreement is to be construed or if any provision of the Agreement is held invalid by a competent authority, such provision will be severed from the Agreement. In any event, the remainder of the Agreement will remain in full force and effect.

19.10 Counterparts

The Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the Parties. Each signed counterpart, including a signed counterpart reproduced by facsimile or other reliable means, will be considered an original.

20. CPUC STANDARD TERMINATION PROCESS PROVISIONS

20.1 CPUC Standard Event of Default Provision

Event of Default. An "Event of Default" shall mean, with respect to a Party ("Defaulting Party"), the occurrence of any one or more of the following:

- (a) With respect to either Party:
 - (i) the failure to perform any material covenant, obligation, term or condition of this Agreement (except to the extent constituting a separate Event of Default), including without limitation the failure to make, when due, any undisputed payment required to be made by such Party, if such failure is not remedied within thirty (30) calendar days of Notice of such breach by the Non-Defaulting Party;
 - (ii) such Party becomes insolvent, generally does not pay its debts as they become due, makes a general assignment for the benefit of creditors, or commences any action seeking reorganization or receivership under any bankruptcy, insolvency, reorganization or similar law for the relief of creditors or affecting the rights or remedies of creditors generally; or
 - (iii) such Party disaffirms, disclaims, rejects, or challenges the validity of this Agreement in its entirety or in any material respect.
- (b) With respect to Implementer if the circumstances of the referenced default are not remedied within thirty (30) calendar days of Notice of such breach by PG&E:
 - (i) any representation or warranty made by Implementer or its employees, agents, representatives, subcontractors, independent contractors, and all other persons performing the Services on Implementer's behalf (Implementer Party) to any person or entity (including, without limitation, a member of the public, a customer of PG&E, or a governmental authority) regarding this agreement or in this Agreement is false or misleading in any material respect when made or when deemed made or repeated if the representation or warranty is continuing in nature;

- (ii) any legal action is made or commenced against Implementer or Implementer Party which, in PG&E's opinion, is reasonably likely to interfere with the performance of the Services;
- (iii) Implementer or any Implementer Party commits any material act of dishonesty, fraud, misuse of funds in connection with this Agreement or misrepresents PG&E's administration of this Agreement;
- (iv) PG&E becomes aware of a material public safety issue arising out of or related to Implementer's or Implementer Party's administration or performance of this Agreement;
- (v) Implementer assigns, subcontracts, or transfers this Agreement or any right or interest herein except with written consent of PG&E, which consent shall not be reasonably withheld;
- (vi) Implementer fails to maintain the insurance coverage required of it in accordance with the Insurance provisions under this Agreement;
- (vii) Implementer fails to satisfy the collateral requirements set forth in the Performance Assurance, Bonding, provisions under this Agreement, including failure to post and maintain the performance assurance requirements set forth in this Agreement;
- (viii) Implementer materially breaches any obligation of confidentiality or its obligations under the Data Security and Protection provisions under this Agreement; or
- (ix) Implementer fails to achieve Minimum Performance Requirements as specified in Attachment 1 (PG&E 3P EE LGP Program Requirements).

20.2 CPUC Standard Termination for Cause Provision

Termination for Cause. If an Event of Default shall have occurred with respect to a Party, the other Party (the "Non-Defaulting Party") shall have one or more of the following rights:

- (a) To designate by Notice, which will be effective no later than twenty (20) calendar days after the Notice is received, the early termination of this Agreement (an "Early Agreement Termination Date");
- (b) Withhold any payments due to the Defaulting Party under this Agreement;
- (c) Suspend performance of Services under this Agreement (but excluding, for the avoidance of doubt, the obligation to post and maintain any collateral requirements in accordance with this Agreement (Performance Assurance, Bonding obligations) and the obligation to obtain and maintain the insurance requirements as set forth under this Agreement; and
- (d) To pursue all remedies available at law or in equity against the Defaulting Party (including monetary damages), except to the extent that such remedies are limited by the terms of this Agreement.

20.3 CPUC Standard Termination/Modification by CPUC Order Provision

Termination/Modification by CPUC Order. 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 PG&E shall notify Implementer of the order or directive and Implementer and PG&E shall meet and confer to determine whether to change, modify or terminate this Agreement in any manner to be consistent with such CPUC order or directive. If the Parties cannot agree on a response to the order or

directive this Agreement shall be terminated. Implementer and Implementing Parties (including any sub-contractors) shall be entitled to reasonable compensation for any costs and expenses, incurred because of any change, modification, or termination of this Agreement under this Section that increases the work to be performed. Any modification that reduce the work to be performed shall be processed in accordance with this Agreement.

20.4 CPUC Standard Conclusion of Work Provision

Conclusion of Work. Upon PG&E'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 PG&E. Implementer and each Implementer Party shall vacate the worksite but shall not remove any material, plant or equipment thereon without the approval of PG&E. PG&E, at its option, may take possession of any portion of the Services paid for by PG&E.

21. MISCELLANEOUS

21.1 Binding Nature and Assignment

PG&E may assign its rights or delegate its duties under this Agreement, directly or indirectly, by operation of law or otherwise, without Implementer's prior approval or written consent, provided PG&E remains obligated to pay compensation earned up to the effective date of such assignment. Implementer may not assign its rights or delegate its duties under this Agreement, directly or indirectly, by operation of law or otherwise without PG&E's prior written consent, except that Implementer may assign to Implementer's corporate affiliate in which Implementer holds a majority interest, provided that the Implementer and the affiliate remain obligated under this Agreement. A Party shall not unreasonably withhold, condition or delay its consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. Any purported assignment of rights or delegation of duties in violation of this section is void.

21.2 Electronic Signature; Facsimiles - Binding

The Agreement and its related and incorporated by reference Attachments, Exhibits or other documents may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and the Parties' acceptance will be deemed binding between the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of the Agreement and its related and incorporated by reference Attachments, Exhibits or other documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of the foregoing on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of a Party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

(End of General Terms and Conditions)

22. EXHIBIT A - PG&E SAFETY REQUIREMENTS

1. **IMPORTANCE OF SAFETY:** Implementer recognizes and agrees safety is of paramount importance in performing their Work. Implementer agrees to be responsible for performing its Services and Program in a safe manner and in accordance with Implementer's safety program, all Applicable Laws to safeguard persons and property from injury and will require its Implementer Parties performing any Services do the same. Implementer further agrees to provide necessary training to its employees and Implementer Parties about the foregoing safety and health rules and standards. Should PG&E at any time observe Implementer, or any of its Implementer Parties, perform Services in an unsafe manner, or in a manner that may, if continued, become unsafe, PG&E shall have the right (but not the obligation) to require Implementer stop the Services affected by the unsafe practice until Implementer has taken corrective action so the Services performance has been rendered safe.
2. **IMPLEMENTER SAFETY PROGRAM:** Implementer represents and warrants that it will perform all applicable Services, and cause all its Implementer Parties to perform all applicable Services, in compliance with PG&E's Contractor Safety Program Standard Contract Requirements (CSPSC), as may be modified from time to time. The CSPSC Requirements are located at: www.pge.com/contractorsafety and are hereby incorporated by reference into this Agreement. Implementer's failure to comply with PG&E's CSPSC Requirements shall be immediate grounds for termination for cause under this Agreement. Notwithstanding the above, Implementer is the "controlling employer" as defined under Cal/OSHA and will remain responsible for all fines and liability arising from violation of PG&E's CSPSC Requirements and applicable law.
3. **SAFETY PRECAUTIONS AND PROTECTION OF PROPERTY:** Implementer shall plan and conduct its Services to safeguard persons and property. Implementer shall direct performance of Services in compliance with reasonable safety and work practices and all Applicable Laws, including but not limited to, "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the California Division of Occupational Safety and Health. PG&E may designate safety precautions in addition to those in use or proposed by Implementer. PG&E reserves the right to inspect the Services and to halt Services to ensure compliance with reasonable and safe work practices and with all Applicable Laws. Neither the requirement that Implementer follow said practices and all Applicable Laws, and any special instructions given by PG&E nor the adherence thereto by Implementer shall relieve Implementer of the responsibility to maintain safe and efficient working conditions.
4. **CALIFORNIA HEALTH AND SAFETY CODE:** The California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals "known to the State of California to cause cancer, birth defects or reproductive harm." PG&E uses chemicals on the Governor's list at many of its facilities. In addition, many of these chemicals are present at non-PG&E-owned facilities and locations. Accordingly, in performing the Work or services contemplated under this Agreement, Implementer and its implementer Parties may be exposed to chemicals on the Governor's list. Implementer is responsible for notifying its Implementer Parties that Work performed hereunder may result in exposures to chemicals on the Governor's list.
5. **GOLD SHOVEL STANDARD.** If an Implementer's Program includes Excavation (as defined below): Before performing any Services involving Excavation, Implementer must be certified by the Gold Shovel Standard, a nonprofit organization that provides independent safety certification and performance measurement. As used in this section, the term "Excavation" has the meaning defined in California Government Code Section 4216(g), which provides as follows: "'Excavation' means any operation in which earth, rock, or other material in the ground is moved, removed, or otherwise displaced by

means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, augering, tunneling, scraping, cable or pipe plowing and driving, or any other way.”

23. EXHIBIT B - INJURY AND ILLNESS PREVENTION PROGRAM (IIPP) COMPLIANCE CERTIFICATE

The undersigned hereby certifies to PG&E as follows:

1. Implementer and its Implementer Parties to perform any portion of an Implementer Program and the Services to be rendered for PG&E under this Agreement, has or will have an effective Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code.
2. The undersigned is an authorized representative of the Implementer identified below, with the authority and responsibility for implementing and administering the Implementer's Injury and Illness Prevention Program.

Because C/CAG staff are County staff, C/CAG leverages the County of San Mateo's safety, training, and injury and illness prevention programs.

IN WITNESS WHEREOF, the undersigned has executed this Compliance Certificate.

Third Party Implementer: C/CAG

By: _____

Print Name: Sandy Wong

Title: Executive Director

Date Signed: _____

24. EXHIBIT C - PG&E DRUG AND ALCOHOL ABUSE AND TESTING POLICIES

I. PG&E POLICY

PG&E is committed to maintain and promote job safety and health for all workers at its facilities. In addition, PG&E is determined to protect its employees, customers, and the general public while they are on PG&E property from any harm caused by illegal drug and alcohol use by non-PG&E personnel. To accomplish these objectives, PG&E has a drug and alcohol policy for access to PG&E facilities by Implementer or Implementer Parties. If any personnel of Implementer or its approved Implementer Parties perform any services at PG&E offices and/or other PG&E facilities, prior to such access these PG&E's Drug and Alcohol Abuse and Testing Policies shall apply.

- 1.0 **COVERAGE:** This policy applies to the personnel of all Implementer and Implementer Parties performing any work or Services at PG&E offices and/or any other PG&E facilities.
- 2.0 **POLICY:** PG&E may deny access to, or remove from, its facilities the personnel of any Implementer or Implementer Parties, who PG&E has reasonable grounds to believe has:
 - 2.1 Engaged in alcohol abuse or illegal drug activity which in any way impairs PG&E's ability to maintain safe work facilities, to protect the health and well-being of PG&E employees, customers, and the general public, and to promote the public's confidence in PG&E's service and operations; or
 - 2.2 Been found guilty, pled guilty, or pled nolo contendere to a charge of sale or distribution of any illegal drug or controlled substance as defined under Federal or California law within the past five years, unless the criminal record was later expunged or sealed by a court order.
- 3.0 **PROHIBITED ACTIVITIES:** The following activities are prohibited at all facilities owned or leased by PG&E:
 - 3.1 Possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances as defined under Federal or California law;
 - 3.2 Possessing, furnishing, selling, offering, or using alcoholic beverage, or being under the influence of alcohol.
- 4.0 **ACTIONS:** Where reasonable cause exists that paragraph 4 of this policy has been violated, the Implementer or Implementer Parties must inform the PG&E representative responsible for the Agreement. The Implementer or Implementer Parties is also expected to take any or all of the following actions to the fullest extent they are permitted under governing collective bargaining agreements and/or its applicable security and human resources policies.
 - 4.1 Search the individual, his or her vehicle, locker, storage area, and personal effects;
 - 4.2 Require the individual to undergo a medical examination to determine their fitness for duty. Such examination shall include obtaining a urine and/or blood specimen for drug or alcohol analysis unless the examining physician deems such tests to be inappropriate;
 - 4.3 Take any other appropriate action to determine if there has been a violation of paragraph 4. Refusal to comply with a request made under this paragraph shall be grounds for denying access to, or immediate removal from, any PG&E facility.
- 5.0 **PERMISSION TO RE-ENTER:** Any individual who has been denied access to, or removed from, PG&E facilities or violating this policy may obtain permission to enter or reenter provided the individual establishes, to the satisfaction of his or her employer and PG&E, that the previous activity which formed the basis for denying access or removal has been corrected and his or her future conduct will conform with this policy. PG&E retains the right of final approval for the entry or reentry of any individual previously denied access to or removed from PG&E facilities.

II. U.S. DEPARTMENT OF TRANSPORTATION REGULATIONS FOR DRUG AND ALCOHOL TESTING OF COMMERCIAL MOTOR VEHICLE DRIVERS AND OF NATURAL GAS PIPELINE WORKERS

- 1.0 Implementer agrees that, to the extent it may be applicable to this Agreement, Implementer shall comply with the U.S. Department of Transportation's (DOT) regulations for (i) commercial motor vehicle drivers, 49 CFR 382, Controlled Substances and Alcohol Use and Testing and (ii) work on gas, hazardous liquid and carbon dioxide pipelines, and liquefied natural gas pipelines, 49 CFR Parts 192, 193 or 195, Control of Drug Use in Natural Gas, Liquefied Natural Gas and Hazardous Pipeline Operations. Implementer shall establish and maintain a drug and alcohol

testing program for its employees consistent with 49 CFR Part 40, Procedures for Transportation Workplace Drug Testing Programs and 49 CFR 199, Drug and Alcohol Testing, as applicable. Implementer shall ensure that any Implementer Party hired by Implementer to perform any performance obligation under this Agreement regulated by 49 CFR 192, 193, 195 or 382 shall also have a drug and alcohol testing program that complies with applicable DOT requirements.

- 2.0 PG&E's duly authorized representatives, the CPUC, DOT and appropriate agencies shall have, during the term of the Agreement and for two years thereafter, access at all reasonable times to Implementer's drug and alcohol testing program records for the purpose of monitoring compliance with DOT regulations. Implementer shall ensure that any Implementer Party hired by Implementer to perform any performance obligation under this Agreement regulated by 49 CFR Part 192, 193, 195 or 382 shall also provide access to its drug and alcohol testing program records to PG&E's authorized representatives, the CPUC, DOT and appropriate agencies for the purpose of monitoring compliance with DOT regulations. Failure to comply with this requirement may, at PG&E's option, result in cancellation or termination of existing contracts and the loss of opportunity to bid on future PG&E contracts

26. EXHIBIT E - BILLING AND PAYMENT

The following provisions shall apply to all Work performed under this Agreement, including; work performed on a time and materials basis and work performed on a deliverable/milestone basis as specified in Attachment 2 under this Agreement. All payments require the submittal of an invoice.

- (a) **INVOICE SUBMITTAL INSTRUCTIONS:** Implementer shall submit invoices to PG&E in accordance with these Billing and Payment requirements and the requirements in Attachment 1.
- (b) **COSTS:** All allowable reimbursable expenses under the Agreement shall be reasonable, ordinary, and necessary and shall be billed at cost. Unless otherwise agreed to by PG&E in writing, PG&E will not reimburse Implementer for any overhead costs, which include but are not limited to, miscellaneous costs, such as routine telephone communications, routine copying, electronic mail, facsimile transmissions, computer time and use of in-house technical software, or any travel time or costs, and mileage and use of a personal car.
- (c) **INVOICE DEFICIENCIES:** If PG&E determines Implementer’s invoice does not meet the invoicing requirements, PG&E will notify Implementer of the such deficiencies and Implementer will be required to resubmit a corrected invoice.
- (d) **LABOR RATE AND SUPPORTING DOCUMENTATION:** For Time and Material, all Implementer labor rates shall be at the fixed rate(s) as reflected on Exhibit F (Rate Card), if applicable, and supporting data and documentation shall be furnished in accordance with Attachment 1.

Payment Terms

The payment terms for this Contract are 3% Dynamic Net 45. The 3% discount applies if PG&E pays the invoice on the same day it is received and accepted. The discount each day decreases proportionally until Day 45, the net due date, when zero discount applies. All timelines are calculated from the date a correct invoice is received and accepted by PG&E’s Accounts Payable department (“Dept.”) in San Francisco (“SF”). As specified in Attachment 1, all invoices must be reviewed and approved by PG&E’s PM prior to submitting the invoice for payment by PG&E’s Accounts Payable department.

DYNAMIC DISCOUNT PAYMENT FORMULA: The amount of the dynamic discount is calculated using the following formula:

$$\text{Discount} = 3\% - [\text{Day Paid} \times (3\% / 45 \text{ Days})]$$

SAMPLE RESULTS: The table below illustrates the dynamic discount applicable on select days. The applicable discount for each day will be calculated in accordance with the formula above. The dynamic discount applies to every day in the payment period, regardless if the payment date is included in the table. “Day 0” is the date the invoice is submitted and accepted by PG&E’s Accounts Payable department.

<u>Pay-</u>	<u>Applicable Dis-</u>
0	3.00
1	2.93
10	2.33
15	2.00
30	1.00
45	0.00

Invoicing Submittal Requirements

Invoices must be submitted in accordance with these Billing and Payment requirements and the requirements in Attachment 1. All timelines for payment of invoices run from the date a correct invoice is received and accepted by PG&E's SF Accounts Payable, which occurs after the PG&E PM reviews and approves in accordance with Attachment 1. Invoices received and accepted by PG&E's SF Accounts Payable by 6:00 PM on a business day will be considered received that same day.

ELECTRONIC INVOICES: Electronic invoices submitted through PG&E's electronic invoicing system and accepted by PG&E's Accounts Payable department **after** 6:00 PM may not be considered received until the next business day.

27. EXHIBIT F – IMPLEMENTER RATE CARD (IF APPLICABLE)

Implementer Rate Card shall be defined on TAB G (T&M Cost Structure) of the Program’s Attachment 2 Data Form

28. EXHIBIT G – PG&E DATA PROTECTION AND SECURITY REQUIREMENTS

Unless otherwise agreed to or modified by PG&E in writing, the following terms apply to Implementer and its relevant Implementer Parties when receiving, accessing, using, or transmitting any PG&E Data, regardless of how Implementer received or accessed such PG&E Data, to perform any obligation under this Agreement.

(a) Implementer shall and ensure each of its applicable Implementer Party:

- keep PG&E Data confidential and protect it from unauthorized use, in addition to any other obligation of Implementer under the Agreement to maintain confidentiality of any information provided by PG&E;
- collect, process, transfer, disclose, store, and otherwise use PG&E Data only as provided for under this Agreement and for no other purpose whatsoever unless otherwise required by law;
- collect and process PG&E Data fairly and lawfully, ensuring that (to the extent within Implementer's control) PG&E Data is adequate, relevant, and not excessive in relation to the purposes for which it is processed;
- ensure that PG&E Data is accurate and, when necessary, kept up to date; and
- subject to PG&E Records Retention Requirements for Implementer Records under the Agreement, keep PG&E Data no longer than is necessary for the purposes for which it is being processed; and
- comply with all applicable laws (including the California Consumer Privacy Act) and, California Public Utilities Code §8380, et seq., and the "Rules Regarding Privacy and Security Protections for Energy Usage Data" adopted by the CPUC.

(b) Upon PG&E's request or upon the expiration or termination of the Agreement Term, Implementer shall return to PG&E all PG&E Data. PG&E may Audit Implementer's compliance with this obligation.

(c) Subpoena Report. Implementer will notify PG&E promptly if it receives a subpoena or other form of notice requiring disclosure of PG&E Data not in accordance with the terms and conditions under this Agreement.

Operational Data Security Measure Requirements

Unless otherwise agreed to in writing by PG&E, to protect PG&E Data from any unauthorized use and prior to accessing, receiving, using, or transmitting any PG&E Data in accordance with this Agreement, Implementer and its relevant Implementer Parties shall successfully complete PG&E Data Security (TSR) annually or as otherwise and may be required that namely provides PG&E with an annual data security measure report (Annual Data Security Report). The Annual Data Security Report confirms Implementer and its relevant Implementer Parties has satisfactorily developed, implemented and maintains Data Security Measures protocols (Security Measures). These Security Measures shall include, at a minimum, written policies regarding information and data security, disaster recovery, third party assurance auditing, penetration testing, implementing security procedures and practices appropriate to the nature of the information to protect PG&E's Data from unauthorized use, access, destruction, modification, or disclosure, and data privacy and security programs with administrative, technical, and physical safeguards, such as password protected workstations, or other measures appropriate to the size and complexity of

Implementer's and its relevant Implementer Parties business and the nature and scope of Implementer's and its relevant Implementer Parties activities to protect against such risks and that complies with and aligns at all times with the industry requirements of ISO 2700X or SOC2 Type 2. Without limiting the foregoing, Implementer shall and require its relevant Implementer Parties comply with the following:

- (a) **PG&E Vendor Security Review (PG&E TSR).** Before PG&E gives access or provides any PG&E Data and before PG&E Data is used to perform the Services under this Agreement, regardless if PG&E provided the PG&E Data or not Implementer and its relevant Implementer Parties must successfully complete PG&E's TSR process and maintain the process as requested to meet the Annual Data Security Report requirement .
- (b) **Updates.** Implementer and its relevant Implementer Parties shall update their Security Measures so as to keep it current with Applicable Standards, including but not limited to NIST and NERC/CIP, as applicable.
- (c) **Data Centers.** Any data center used by or on behalf of Implementer or its relevant Implementer Parties to collect, receive and/or store PG&E Data shall satisfy the standards for a Tier 3 data center facility as specified in the TIA-942 standard published by the Telecommunications Industry Assoc.
- (d) **Meeting and On-Site Assessments.** Upon PG&E's request, allow PG&E to perform security assessments and verification of security controls are in accordance with Implementer's or its relevant Implementer Parties as part of its Annual Data Security Report, if required, at the PG&E approved Designated Locations or meet with PG&E periodically to discuss if any enhancement or other changes are required to Implementer's or its relevant Implementer Parties Security Measures to maintain safeguarding PG&E's Data.
- (e) **Locations.** The Parties shall designate one or more facilities from which Implementer is permitted to process and store PG&E Data (the "**Designated Locations**"). The Designated Locations must satisfactorily be included to complete Implementer's PG&E's TSR process and Annual Data Security Report. Implementer or any applicable Implementer Party may process and store PG&E Data only at Designated Locations approved by PG&E following completion of Implementer's TSR. PG&E's approval of any Designated Location does not limit PG&E's rights to conduct periodic Audits and reviews as provided in the Agreement.
- (f) **Segregation of Data.** All PG&E Data shall be maintained so as to be compartmentalized or otherwise logically distinct from, and in no way commingled with, other information of Implementer or its relevant Implementer Parties and their respective other customers.
- (g) **Data Remains in U.S.** All PG&E Data shall reside in, and may only be accessed from within the United States. Implementer shall at all times ensure that it is aware of and has documented the location of all copies of PG&E Data.
- (h) **Data Backups and Encryption.** Any applicable prevailing secure and redundant data backup and recovery technologies shall be used, at no additional cost to PG&E, to protect PG&E Data that is stored. Implementer shall ensure that PG&E Data is encrypted at rest and stored in accordance with the security standards set forth herein.
- (i) **Changes to service delivery solution.** Implementer shall not make any of the following changes without first obtaining PG&E's approval for the change, which may require a further security analysis any subcontracting of data processing or storage to a third party that has not previously been

approved by PG&E in writing; storage of PG&E Data at any facility that has not been approved; a change in Designated Locations.

Security Incidents

“Security Incident” means any unauthorized access to or use, interception, destruction, exfiltration or acquisition of PG&E Data processed or stored in Implementer’s or as authorized by PG&E in any Implementer’s Party system. If Implementer discovers or is notified that a Security Incident has occurred or is reasonably likely to have occurred, and the Security Incident affects (or reasonably could affect) PG&E Data that is within Implementer’s possession or control:

- (a) Implementer shall immediately:
 - (i) Notify PG&E, in writing, and provide PG&E a brief summary of the issue, facts and status of Implementer’s investigation;
 - (ii) identify the PG&E Data that may be implicated by the Security Incident and, if personally identifiable information (“PII”) is involved, identify the potential number of individuals affected;
 - (iii) Provide any other information pertinent to PG&E’s understanding of the Security Incident and the exposure or potential exposure of PG&E Data; and
 - (iv) Investigate the incident and inform PG&E, in writing, of the results of such investigation; and assist PG&E (at Implementer’s cost and expense) in maintaining the confidentiality of such PG&E Data.
- (b) If and only if requested in advance and in writing by PG&E, Implementer will, at its sole cost and expense, notify the potentially affected PG&E customers or other affected third parties regarding such Incident within a reasonable time period determined by PG&E and in a form as specifically approved in writing by PG&E. Alternatively, if PG&E elects to notify affected parties Implementer will reimburse PG&E for the costs of notification. Implementer agrees to provide, at Implementer’s sole cost and expense, appropriate data security monitoring services for all potentially affected persons for one (1) year, subject to PG&E’s prior approval.
- (c) PG&E may immediately revoke access to or using the PG&E Data in accordance with the terms and conditions under this Agreement. Such revocation shall be without prejudice to, and shall not constitute a waiver of, any legal or equitable rights and remedies available to PG&E in connection with the Security Incident.
- (d) Upon the occurrence of a Security Incident, Implementer shall and be responsible for its relevant Implementer Parties, to immediately provide access to PG&E so that PG&E or an independent third party may conduct an onsite Audit and inspection of the facility(ies) and/or Implementer’s or its relevant Implementer Parties information systems where the Security Incident occurred. This Audit and inspection rights extend to systems and facilities furnished or used by Implementer or its relevant implementer Party. Implementer shall present an action plan acceptable to PG&E to correct any and all portions of Implementer’s, and its relevant Implementer Party’s information systems, software, products, documentation, or internal controls. Implementer shall promptly undertake all activities relating to its preparation of the action plan, and to its correction of any inadequate controls or mitigation of risks revealed by the Security Incident or other deficiencies in Implementer’s internal controls at Implementer’s sole cost and expense and within a reasonable time period as agreed upon by PG&E.
- (e) Should Implementer fail to remedy the Security Incident, or to present an action plan to begin to remedy the Security Incident, which is acceptable to PG&E within the mutually agreed upon time frame and due date, PG&E shall be entitled, in its sole discretion and among other remedies, to terminate

the Agreement (or, in PG&E's sole discretion, any Implementer's Program on an Attachment 2 under this Agreement affected by the Security Incident) at any time without penalty or liability to Implementer. Such a termination shall not be construed as a waiver of any legal or equitable rights and remedies available to PG&E in connection with the Security Incident. In addition, PG&E's onsite Audit or inspection of Implementer's or its relevant Implementer Party's facilities and/or Implementer's or its relevant Implementer Party's information systems shall not be interpreted as PG&E's assumption of any liability or responsibility to remedy the Security Incident or otherwise assist Implementer in the repair or replacement of Implementer or its relevant Implementer Party's information systems or facilities.

29. EXHIBIT H - PG&E'S NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT ("NDA")

THIS NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT (NDA)s by and between _____ ("Implementer"), _____, ("Undersigned") authorized employee or representative of Implementer or its Implementer Party of Implementer (together, Implementer and Undersigned are referred to as the "Recipient"), and PACIFIC GAS AND ELECTRIC COMPANY ("PG&E") on the date set forth below. Undersigned and Implementer agree as follows:

1. The Recipient acknowledges that in the course of performing Services for PG&E (Services), for the Implementer under the PG&E's Third Party Energy Efficiency Local Government Partnership Implementation Agreement (PG&E and Implementer Agreement), the Recipient will be given access to certain Confidential Information, which may include (a) PG&E residential or commercial utility Customer's (Customer) personal identifiable information, energy usage data, billing data, account information and information relating to their facilities, collectively referred to as Customer PII, equipment, processes, products, specifications, designs, records, data, software programs, finances, technologies, trade secrets marketing plans or manufacturing processes or products, (b) any technical, commercial, financial, or Customer information of PG&E obtained by Recipient in connection with performing Services for the Implementer under the PG&E and Implementer Agreement, either during or prior to, but in contemplation that Recipient might be providing Services to PG&E, including, but not limited to a Customer's PII, data, matters and practices concerning technology, ratemaking, personnel, business, marketing or manufacturing processes or products, which may be information owned by PG&E or by a third party and which may be in the custody of PG&E or third party and which constitutes valuable confidential and proprietary information and or trade secrets belonging to PG&E, and/or third parties, (c) any confidential information of any third party disclosing such confidential information to PG&E or Recipient in the course of such third party's engagement, business, or other relationship with PG&E or its parent, subsidiary, or affiliated companies, (d) Personal information as defined in California Civil Code Section 1798.140(o)(1), and (e) PG&E Data.

2. In consideration of being made privy to such Confidential Information, and for the contracting for Implementer's Services by PG&E under the PG&E and Implementer Agreement, the Recipient hereby shall hold the same in strict confidence, and not disclose it, or otherwise make it available, to any person or third party (including but not limited to any affiliate of PG&E that produces energy or energy-related products or services) without the prior written consent of PG&E. Any Personal Information, as defined in California Civil Code Section 1798.140(o)(1), shall not be sold under any circumstances. The Undersigned agrees that all such Confidential Information:

- a. Shall be used only for the purpose of providing Services for PG&E;
- b. Shall not be reproduced, copied, in whole or in part, in any form, except as specifically authorized and in conformance with PG&E's instructions when necessary for the purposes set forth in (a) above; and
- c. Shall, together with any copies, reproductions or other records thereof, in any form, and all information and materials developed by in rendering Services under PG&E and Implementer's Agreement there from, be returned to PG&E when no longer needed for the performance of such Services for PG&E, unless PG&E directs otherwise in writing.

3. Any third parties owning any Confidential Information are express third party beneficiaries of this NDA.

4. The Recipient hereby acknowledges and agrees that because (a) an award of money damages is inadequate for any breach of this NDA by the Recipient or any of its representatives and (b) any breach causes PG&E irreparable harm, that for any violation or threatened violation of any provision of this NDA, in addition to any remedy PG&E may have at law, PG&E is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages.

5. This NDA shall be governed by and interpreted in accordance with the laws of The State of California, without regard to its conflict of laws principles.

UNDERSIGNED

COMPANY /IMPLEMENTER

By: _____

Company Name: _____

Name: _____

Authorized Agent: _____

Title: _____

Name: _____

Company: _____

Title: _____

Date: _____

Date: _____

Attachment 2 (all Tabs A through I)

ATTACHMENT 2		
TABLE 1: GENERAL CONTRACT DESCRIPTION		
1	Solicitation name	98491 : LGP Energy Efficiency Programs
2	Type of program	Local Government Partnership
3	Delivery Type and Targeting	
	a. Direct Install/Downstream Customer Targeting (Yes or No)	Yes
	b. Customer Targeting brief description, if applicable	Customer Targeting and valued project identification for referral to 3P and other implementors
	c. Midstream/Upstream Market Actors receiving incentives, if applicable	N/A
4	Sector(s)	Public and Commercial
5	LGP Implementer name	City/County Association of Governments of San Mateo County (C/CAG)
6	Name of program or service	San Mateo County Energy Watch
7	Brief description of program or service	SMCEW assists public agencies, K-12 public schools, small, hard-to-reach businesses in accessing energy efficiency programs, trade professionals, and financing opportunities. SMCEW provides coordination, outreach, referrals, and educational resources to help community members pursue energy efficiency projects. Through the Regionally Integrated Climate Action Planning Suite (RICAPS) initiative, SMCEW assists cities in meeting GHG reduction goals by developing annual community inventories and hosting a monthly working group to support energy efficiency and other measures in climate action planning.
8	Measure group(s)	N/A Non-Resource Program
9	Contract effective date and end date	July 1, 2020 through June 30, 2023
10	Intermittency between contract start and end dates, if applicable	N/A
11	Estimated Program launch date (date program is available to customers)	July 1, 2020
12	Program end date	June 30, 2023
13	Customer group(s) eligible for the program	Municipal and Special Districts, K-12 Public Schools, and Small Commercial - Hard to Reach
14	Market segment(s) and customer sizes and types addressed.	All Municipal and Special District Buildings and Infrastructure, All K-12 Public Schools and District Buildings and Infrastructure, All small Commercial - Hard to Reach

Attachment 2 (all Tabs A through I)

TABLE 2: CONTRACT SUMMARY			
1	LGP Implementer Name	City/County Association of Governments of San Mateo County	TAB A Item 5
2	Subcontractor Name(s)	County of San Mateo	
3	Program Name	San Mateo County Energy Watch	TAB A Item 5
4	Brief Program Description (2-3 sentences)	SMCEW assists public agencies, K-12 public schools, small, hard-to-reach businesses in accessing energy efficiency programs, trade professionals, and financing opportunities. SMCEW provides coordination, outreach, referrals, and educational resources to help community members pursue energy efficiency projects. Through the Regionally Integrated Climate Action Planning Suite (RICAPS) initiative, SMCEW assists cities in meeting GHG reduction goals by developing annual community inventories and hosting a monthly working group to support energy efficiency and other measures in climate action planning.	TAB A Item 7
5	Market Sector(s)	Public and Commercial	
6	Customer Segment(s)	Municipal, Special Districts, K-12 Public School Districts, Small Hard-to-Reach Businesses	
7	Hard-to-Reach Customers, if applicable	Non-resource program	Provide percentage of savings goal
8	Disadvantaged Communities, if applicable	Non-resource program	Provide percentage of savings goal
9	Service Territory Area(s) Served (including climate zones)	San Mateo County	
10	Total Program Budget (\$)	\$972,000	
11	Total kWh (net) Energy Savings (CET output)	N/A Non-Resource Program	
12	Total MW (net) Energy Savings (CET Output)	N/A Non-Resource Program	
13	Total therms (net) Energy Savings (CET Output)	N/A Non-Resource Program	
14	Program TRC Ratio (CET output)	N/A Non-Resource Program	
15	Program PAC Ratio (CET output)	N/A Non-Resource Program	
16	Program \$/kWh (TRC Levelized Cost) CET output	N/A Non-Resource Program	
17	Program \$/kWh (PAC Levelized Cost) CET output	N/A Non-Resource Program	
18	Program \$/MW (TRC Levelized Cost) CET output	N/A Non-Resource Program	
19	Program \$/MW (PAC Levelized Cost) CET output	N/A Non-Resource Program	
20	Program \$/therm (TRC Levelized Cost) CET output	N/A Non-Resource Program	
21	Program \$/therm (PAC Levelized Cost) CET output	N/A Non-Resource Program	
19	TPI Compensation Type (T&M, Fixed Fee Deliverable, Pay-for-Performance or combination)	100% T&M	If combination, please specify percent of compensation in each type.
20	Savings Calculation Method(s) (Meter Based, Deemed, Calculated, Multiple and/or Other)	N/A Non-Resource Program	If Multiple or Other, please specify.
24	Summary of Program Measure Types	N/A Non-Resource Program	Please keep this to technology types.

Attachment 2 (all Tabs A through I)

PHASE	[A] ACTIVITIES	[B] DELIVERABLES/MILESTONES	[C] DATES/DURATION	[D] PAYMENT STRUCTURE	[E] DEPENDENCIES	[F] KPI(s)	Attachment 1 Section
Launch Readiness	<p>ADMINISTRATION: Contracting with PG&E Set up new meeting plan with PG&E Program Manager Develop strategy for CRM and mobile tools Set up and troubleshoot CRM and mobile tools</p> <p>DEVELOP OFFERING: Meet with PCE and BayREN, community partners, Trade Pros, other LGPs Kick-off meeting with PG&E Participate in PG&E trainings as appropriate Meet with new 3P program implementers Develop marketing materials (update website, create collateral)</p>	<ul style="list-style-type: none"> •Program Materials •Program Management Plan •Implementation Plan •Policies and Procedures Manual •Training Materials •Monthly Progress Meetings •Quarterly Invoicing and Reporting 	Q2-Q4 2020	T&M	PG&E: Contract administration PG&E: Selection of new 3P program administrators	n/a	Section 4.1: Task 1
Program Ramp Up	<p>REFERRAL GENERATION: Develop plans for facilities working group Make presentations to Councils, RICAPS, community partners as needed Integrate resources from 3P, community partners Meet with municipal, school district, and special district customers Refer customers to 3P, community partners Pilot approaches for SMB outreach (drop in and communication through community partners)</p> <p>CLIMATE ACTION SUPPORT: Finalize CAP template for 2030 (current contract) Host RICAPS meetings monthly Begin 2018 Community GHG Inventories</p>	<ul style="list-style-type: none"> •Marketing Plan Implemented •Pipeline Development •Energy Action Plans •Monthly Progress Meetings •Quarterly Invoicing and Reporting 	Q3-Q4 2020	T&M	3P Program Administrators have offering relevant to our customers	<ul style="list-style-type: none"> Contacts ("touches") Referrals to EE Program Administrators Benchmarking Reports Community GHG Inventories Working Group Meetings - RICAPS and Facilities Energy Action Plans 	
Program Steady State	<p>REFERRAL GENERATION/EVALUATION: Host facilities working group quarterly Make presentations to Councils, RICAPS, community partners as needed Meet with municipal, school district, and special district customers Refer customers to 3P, community partners Perform SMB outreach (drop in and communication through community partners) Follow up with customers to remove barriers Solicit feedback from program implementers and customers to increase value of referrals Track progress, improve program based on lessons learned</p> <p>CLIMATE ACTION SUPPORT: Host RICAPS meetings monthly Develop Community GHG Inventories (2018, 2019, 2020)</p>	<ul style="list-style-type: none"> •Referrals to Program Administrators •Energy Action Plans •Feedback Surveys - Customers and Program Administrators •Monthly Progress Meetings •Quarterly Invoicing •Reporting Quarterly and Annually 	Q1 2021 - Q1 2023	T&M	3P Program Administrators have offering relevant to our customers	<ul style="list-style-type: none"> Contacts ("touches") Referrals to EE Program Administrators Benchmarking Reports Community GHG Inventories Working Group Meetings - RICAPS and Facilities Energy Action Plans 	
Program Ramp Down / Transition	Implement Ramp-Down Plan	<ul style="list-style-type: none"> •Program Ramp-Down Plan •Date Program is No Longer Available for New Customers •Monthly Progress Meetings •Final Invoice and Report 	Q2 2023	T&M	PG&E: Acceptance of Ramp-Down Plan	<ul style="list-style-type: none"> Contacts ("touches") Referrals to EE Program Administrators Benchmarking Reports Community GHG Inventories Working Group Meetings - RICAPS and Facilities Energy Action Plans 	Section 4.6: Task 6

Attachment 2 (all Tabs A through I)

PROGRAM RISK REGISTER				
[A] RISK ID	[B] RISK CATEGORY	[C] RISK DESCRIPTION & DRIVERS	[D] RISK MANAGEMENT APPROACH	[E] RISK MITIGATION PLAN
Identify major program risks	Cluster related risks	Describe the nature of the risk and its impact on program implementation.	Will this risk expected to be shared with PG&E? Under what circumstances or limits?	What actions will be taken to prevent the risk from happening or reduce the level of impact?
Inadequate Marketing	Customer Acquisition	The marketing and outreach approach employed by the program fails to drive sufficient customer interest to successfully meet program ramp up timeline and ultimately deliver on predicted referrals.	This risk is shared with PG&E because leads not generated by the program and passed on to 3Ps will reduce the cost-effectiveness of the PG&E EE Program Portfolio.	We use adaptive management to change our strategy based on lessons learned.
Economic Recession	Customer Acquisition	An economic downturn will result in less available capital to invest in EE. Schools, municipalities, special districts, and small businesses will all reduce spending on facility improvements which will restrict the number of customers interested in being referred to 3P partners and/or moving ahead with projects.	This risk is shared with PG&E because if customers aren't interested in being referred to 3P programs, it will reduce the cost-effectiveness of the PG&E EE Program Portfolio.	While the SMCEW program has no control over global macro-economic trends, in the event of an economic recession, marketing of EE programs will shift to focus more exclusively on cost saving opportunities.
Lack of 3P Alignment	Operations	The current state of 3Ps is unknown and in order for San Mateo County Energy Watch to be successful, a number of reliable 3Ps are needed to pass projects along to. If 3Ps are not set up to serve any of our 4 target markets, or if the 3P programs are deficient, SMCEW won't feel comfortable referring to them and/or leads generated by the program will not move forward.	This risk is shared with PG&E because leads generated by the program that are not passed on to 3Ps will reduce the cost-effectiveness of the PG&E EE Program Portfolio.	The SMCEW program plan includes an initial task of coordinating with 3Ps to align program goals and capabilities. This process will reduce the risk of leads identified by the program stalling due to lack of support from 3Ps.
Negative PG&E Reputation	Customer Acquisition	Customer acquisition and marketing relies on the willingness of the customer to participate in a PG&E program. A lack of trust in PG&E or a poor reputation could affect the program's ability to develop relationships with customers.	This risk is shared with PG&E because if customers aren't interested in being referred to PG&E 3P programs, it will reduce the cost-effectiveness of the PG&E EE Program Portfolio.	The SMCEW program has little control over public perception of PG&E. In the event of a significant negative public perception of PG&E, program marketing we can place more emphasis on the SMC Energy Watch brand and association with local governments rather than relying on the PG&E logo to add authenticity. In addition, we will refer more customers to community organizations rather than to PG&E 3P programs.
Reduced Grid Reliability	Customer Acquisition	A volatile grid pushes customers to look for alternative options to supply energy to their homes during emergency shutoffs. Customers are less willing to invest in EE upgrades if they believe their equipment to be unreliable.	This risk is shared with PG&E because if customers aren't interested in being referred to 3P programs, it will reduce the cost-effectiveness of the PG&E EE Program Portfolio.	If additional PPS events continue to erode customer faith in grid reliability, EE programs can be marketed as an initial step in DER measures to improve resiliency. SMCEW can work with partners that promote battery technology to co-market EE measures.
Increased Data Privacy Requirements	Cybersecurity & Privacy	Increasing concerns over data privacy have restricted the amount of data that programs have access to. Continued restrictions will increase compliance burden and potentially affect customer acquisition.	Any increased requirements in data privacy will also apply to PG&E.	The SMCEW program has already conducted a 3rd party security review and is prepared to go through this process in the future in order to ensure that data privacy is never in question.
Lack of Innovation for EE Technology	Technology	Recent trends in the EE sector have focused on new financing models. There have been few revolutionary technologies, such as LED lighting, to drive significant savings over the past few years.	Program success is not based on revolutionary technology. SMCEW will follow any technology updates in coordination with 3P partners.	The SMCEW program recognizes that it is unlikely to see a revolutionary technology emerge during the 3-year program contract but will still continue to maintain knowledge of cutting-edge technologies while focusing on refinement of existing financing and technology offerings.

Attachment 2 (all Tabs A through I)

PROGRAM BUDGET											BUDGET COST CATEGORIES			
PAYMNET CATEGORY	(A) ACTIVITY/DELIVERABLE/MILESTONE	(B) PAYMNET FREQUENCY/METHOD	(C) PAYMNET TRIGGER	(D) PAYMNET FORMULA	(E) CPUC BUDGET CATEGORY	(F) YEAR 1 PROGRAM BUDGET	(G) YEAR 2 PROGRAM BUDGET	(H) YEAR 3 PROGRAM BUDGET	(I) TOTAL for 3 YEARS	(J) TOTAL BY ACTIVITY	Category	Calculated cost category %	Cost category targets	
T&M	Input activity, deliverable, milestone	Input payment frequency and method	Input trigger for payment	Input payment formula for each	Input % split by category	Input year 1 program budget	Input year 2 program budget	Input year 3 program budget	Calculated budget totals	Calculated budget totals				
	Program Design and Development	Quarterly for hours completed/invoice	Documented hours and invoice approved	RCS 1 hour * \$106/hour maximum \$55 hours * \$1332/hour maximum RCFM hours * \$133/hour maximum Marketing fee 0	DIN/In-100 Admin fee 0 Marketing fee 0	\$ 25,500 \$ \$ \$	\$ 7,700 \$ \$ \$	\$ 6,900 \$ \$ \$	\$ 39,100 \$ \$ \$	\$ 40,100	ADMIN	9.45%	10% Target	
	Administration (invoicing - reporting - security reviews)	Quarterly for hours completed/invoice	Documented hours and invoice approved	RCS 1 hour * \$106/hour maximum \$55 hours * \$1332/hour maximum RCFM hours * \$133/hour maximum Marketing fee 0	DIN/In-100 Admin fee 100 Marketing fee 0	\$ 9,600 \$ \$ \$	\$ 8,400 \$ \$ \$	\$ 7,100 \$ \$ \$	\$ 25,100 \$ \$ \$	\$ 25,100	ADMIN	10.25%	5% Target	
	Marketing Materials Development (website updates, collateral, promotion)	Quarterly for hours completed, materials purchased, and contractors paid/invoice	Documented hours and payments, and invoice approved	RCS 1 hour * \$106/hour maximum \$55 hours * \$1332/hour maximum RCFM hours * \$133/hour maximum Marketing fee 100	DIN/In-0 Admin fee 0 Marketing fee 100	\$ 44,400 \$ \$ \$	\$ 28,500 \$ \$ \$	\$ 27,400 \$ \$ \$	\$ 100,300 \$ \$ \$	\$ 100,300	MARKETING	10.25%	80% Target	
	CRM and Mobile Tools (adapt existing software and hardware to meet our needs)	Quarterly for hours completed, materials purchased, and contractors paid/invoice	Documented hours and payments, and invoice approved	RCS 1 hour * \$106/hour maximum \$55 hours * \$1332/hour maximum RCFM hours * \$133/hour maximum Marketing fee 0	DIN/In-100 Admin fee 100 Marketing fee 0	\$ 32,250 \$ \$ \$	\$ 19,500 \$ \$ \$	\$ 15,000 \$ \$ \$	\$ 66,750 \$ \$ \$	\$ 66,750	ADMIN			
	Referral Generation (municipalities, schools and SMBs - lower target), Facilities Working Group)	Quarterly for hours completed, contractors paid/invoice	Documented hours and payments, and invoice approved	RCS 1 hour * \$106/hour maximum \$55 hours * \$1332/hour maximum RCFM hours * \$133/hour maximum Marketing fee 0	DIN/In-100 Admin fee 0 Marketing fee 0	\$ 93,085 \$ \$ \$	\$ 111,785 \$ \$ \$	\$ 112,085 \$ \$ \$	\$ 317,555 \$ \$ \$	\$ 317,555	ADMIN			
	Referral Evaluation (municipalities, schools and SMBs - lower target)	Quarterly for hours completed, contractors paid/invoice	Documented hours and payments, and invoice approved	RCS 1 hour * \$106/hour maximum \$55 hours * \$1332/hour maximum RCFM hours * \$133/hour maximum Marketing fee 0	DIN/In-100 Admin fee 0 Marketing fee 0	\$ 71,565 \$ \$ \$	\$ 91,665 \$ \$ \$	\$ 109,615 \$ \$ \$	\$ 264,845 \$ \$ \$	\$ 264,845	ADMIN			
	Climate action planning support - RICAPS working group and technical assistance	Quarterly for hours completed, contractors paid/invoice	Documented hours and payments, and invoice approved	RCS 1 hour * \$106/hour maximum \$55 hours * \$1332/hour maximum RCFM hours * \$133/hour maximum Marketing fee 0	DIN/In-100 Admin fee 0 Marketing fee 0	\$ 54,500 \$ \$ \$	\$ 53,000 \$ \$ \$	\$ 49,850 \$ \$ \$	\$ 157,350 \$ \$ \$	\$ 157,350	ADMIN			
	TOTALS						\$ 330,900	\$ 320,500	\$ 325,500	\$ 972,000	\$ 972,000			
	PG&E Support Services	BRANDING SUPPORT SERVICES (L)					Input year 1 program	Input year 2 program	Input year 3 program	Estimated totals				
		Estimated value					\$	\$	\$	\$				
		Estimate cost					\$	\$	\$	\$				
MARKETING SUPPORT SERVICES (M)					Input year 1 program	Input year 2 program	Input year 3 program	Estimated totals						
Estimated value					\$	\$	\$	\$						
Estimate cost					\$	\$	\$	\$						
BES SUPPORT SERVICES (N)					Input year 1 program	Input year 2 program	Input year 3 program	Estimated totals						
Estimated value					\$	\$	\$	\$						
Estimate cost					\$	\$	\$	\$						
DATA SUPPORT SERVICES (O)					Input year 1 program	Input year 2 program	Input year 3 program	Estimated totals						
Estimated value					\$	\$	\$	\$						
Estimate cost					\$	\$	\$	\$						
TOTAL PG&E Support Services	TOTAL SUPPORT SERVICES (P)					Input year 1 program	Input year 2 program	Input year 3 program	Calculated Budget Totals					
	Estimated value					0	0	0	0					
	Estimate cost					\$	\$	\$	\$					
	ADJUSTED BUDGET TOTALS					\$ 330,900.00	\$ 320,500.00	\$ 325,500.00	\$ 972,000.00					

Attachment 2 (all Tabs A through I)

PAYMENT STRUCTURE					
[A] TOTAL CONTRACT VALUE	[B] PROGRAM ACTIVITY CATEGORIES	%	[C] PROGRAM ACTIVITY VALUE	[D] NON-ENERGY SAVINGS BENEFITS	[E] PAYMENT TERMS & SCHEDULE
Total proposed cost of program.	Distribution of contract funds across various program activities.		Contract funds tied to each activity.	Describe the payment terms for each category including performance pricing strategies.	
\$ 972,000.00	Program Implementation Activities - Time & Materials (if used, then detail rates in Tab H)	100%	\$ 972,000.00	This proposal is for non-resource work, so not directly tied to energy savings.	Net 60 days (no discounts for early payment)
	Program Implementation Activities - Deliverables	0%	-		
Check		100%			

Attachment 2 (all Tabs A through I)

KEY PERFORMANCE INDICATORS							
[A] KPI ID	[B] KPI CATEGORY	[C] PROPOSED KPI DEFINITION	[D] PROPOSED KPI MEASUREMENT	[E] KPI TARGET/MILESTONE	[F] KPI RESEARCH	[G] LINK TO PERFORMANCE PRICING	[H] LINK TO PORTFOLIO METRIC / OBJECTIVES
Identify KPI	Identify KPI category	Describe key aspects of the KPI including the performance attribute being measured.	Describe the proposed KPI measurement method, units, and frequency.	Describe the KPI target (i.e., expected outcome) for the program location and each year of the program.	Describe the basis of KPI target	If performance pricing is used, describe how proposed KPI triggers contract payments	If possible, match the KPI to a specific portfolio metric or objective
FOUNDATIONAL KPIS							
Contacts ("Touches")	Municipal	ACTIVE: SMCEW staff will meet with municipal and special district staff to identify EE projects for referral to 3Ps. PASSIVE: SMCEW will send information to municipal staff by email.	ACTIVE: Number of meetings with municipalities, annually PASSIVE: Number of emails to municipalities, annually	ACTIVE: 14 meetings each year. Total of 42 meetings. PASSIVE: 4 emails each year. Total of 12 emails.	ACTIVE: We would expect to meet with 2/3rds of the 21 municipalities in San Mateo County each year. PASSIVE: We will send emails quarterly.	N/A	Identification of municipal facility projects with the opportunity for deep savings at high TRC
Contacts ("Touches")	School Districts	ACTIVE: SMCEW staff will meet with school district staff to identify EE projects for referral to 3Ps. PASSIVE: SMCEW will send information to school district by email.	ACTIVE: Number of meetings with school districts, annually PASSIVE: Number of emails to school districts, annually	ACTIVE: 16 meetings each year. Total of 48 meetings. PASSIVE: 2 emails each year. Total of 6 emails.	ACTIVE: We would expect to meet with 2/3rds of the 24 school districts in San Mateo County each year. PASSIVE: We will send emails twice per year.	N/A	Identification of K-12 public school facility projects with the opportunity for deep savings at high TRC
Contacts ("Touches")	HTR SMB	ACTIVE: SMCEW staff will stop in to HTR small- and medium-size businesses to provide referrals to 3Ps. PASSIVE: SMCEW staff will work through community partners to communicate with small and medium-size businesses. Communication will likely include more than just HTR SMBs.	ACTIVE: Number of HTR SMBs reached through in-person "touches", annually. PASSIVE: Number of SMBs reached through partners, annually.	ACTIVE: 500 in-person "touches" each year. PASSIVE: 1,000 HTR SMBs reached through partners each year.	The goal for SMB in general is based on experience serving a similar customer segment, the estimated number of SMBs in San Mateo County, and the hours designated in the budget for SMCEW to drop in to customers. We don't have data to determine how many of those will meet the HTR criteria.	N/A	Provide energy efficiency services to the Hard to Reach customer segment.
Referrals to EE Program Implementers	Municipal	SMCEW will provide 3P program implementers with leads for potential municipal EE projects. SMCEW staff will solicit feedback from municipal customers and 3P partners to continuously improve the quantity and quality of referrals to 3Ps.	Number of municipal projects referred to 3Ps or other program partners, annually.	Year 1: 4 referrals; year 2: 11 referrals; year 3: 12 referrals. Total of 27 referrals.	Generally, we would expect about 65% of the meetings to yield referrals. Because of the disruption caused by COVID-19, we are projecting lower activity in the first year, but making that up in the 2nd and 3rd years.	N/A	Identification of municipal facility projects with the opportunity for deep savings at high TRC
Referrals to EE Program Implementers	School Districts	SMCEW will provide 3P program implementers with leads for potential school district EE projects. SMCEW staff will solicit feedback from municipal customers and 3P partners to continuously improve the quantity and quality of referrals to 3Ps.	Number of school district projects referred to 3Ps or other program partners, annually.	Year 1: 3 referrals; year 2: 12 referrals; year 3: 12 referrals. Total of 27 referrals.	Generally, we would expect about 60% of the meetings to yield referrals. But because of the disruption caused by COVID-19, we are projecting lower activity in the first year, but making that up in the 2nd and 3rd years.	N/A	Identification of K-12 public school facility projects with the opportunity for deep savings at high TRC
Referrals to EE Program Implementers	HTR SMB	SMCEW will provide 3P program implementers with leads for potential SMB EE projects. SMCEW staff will solicit feedback from municipal customers and 3P partners to continuously improve the quantity and quality of referrals to 3Ps.	Number of HTR SMB projects referred to 3Ps or other program partners, annually. Number of SMB projects referred to 3Ps or other program partners, annually.	50 referrals each year. Total of 150 referrals.	We are estimating from past experience serving a similar customer segment, we will be able to refer 10% of SMBs we visit, which is approximately 50 per year.	N/A	Provide energy efficiency services to the Hard to Reach customer segment.
Benchmarking Reports	Municipal	SMCEW will "tune up" existing benchmarking portfolios.	Number of benchmarking reports, annually	14 reports each year. Total of 26.	We will provide benchmarking tune-ups as part of our meetings with municipalities. If we meet with the same municipality a 2nd time in the 3-year period, we will provide an updated benchmarking report.	N/A	Identification of municipal facility projects with the opportunity for deep savings at high TRC
Benchmarking Reports	School Districts	SMCEW will "tune up" existing benchmarking portfolios.	Number of benchmarking reports, annually	16 reports each year. Total of 32.	We will provide benchmarking tune-ups as part of our meetings with school districts. If we meet with the same district a 2nd time in the 3-year period, we will provide an updated benchmarking report.	N/A	Identification of K-12 public school facility projects with the opportunity for deep savings at high TRC
Benchmarking Reports	Municipal	SMCEW will provide "on-the-spot" benchmarking for SMB customers using Portfolio Manager on a mobile device.	Number of SMBs benchmarked, annually.	Benchmarking for 25 SMBs each year. Total of 75.	We are estimating that 5% of SMBs we visit will want on-the-spot benchmarking, which is approximately 25 per year.	N/A	Provide energy efficiency services to the Hard to Reach customer segment.
SUPPORTING KPIS							
Community GHG Inventories	Municipal	SMCEW staff will collect data for input into a spreadsheet that will calculate community-scale GHG emission inventories, and provide those inventories to the 20 municipalities and the County. The outcome will help drive the EE pipeline by providing data to cities that puts a reminder in front of senior city staff and elected officials, countywide. We will produce inventories for 2018, 2019, and 2020 over the 3-year period.	Number of community-scale GHG emission inventories delivered to cities.	21 Community-scale GHG emission inventories per year. Total of 36.	The County of San Mateo has 20 cities and the County, so the number is based on delivering an emissions inventory to every city and the County, every year.	N/A	Provide capacity building and awareness to the public sector.
Working Group Meetings - RICAPS	Municipal	SMCEW staff will host city sustainability staff working group meetings, monthly, six in-person and six by webinar, each year. The program will prepare agendas with timely topics to keep energy-related initiative front of mind to San Mateo County municipalities. This is a lagging indicator.	Number of RICAPS working group meetings held, annually.	12 RICAPS working group meetings held per year. Total of 36.	One meeting per month for three years.	N/A	Provide capacity building and awareness to the public sector.
Working Group Meetings - Facilities Staff	Municipal, school districts, special districts	SMCEW staff will establish a new working group of facility staff or managers at municipalities and K-12 public schools. The working group will eventually meet quarterly and will allow SMCEW staff a forum to provide updates on program offerings and allow time for facility staff to share best practices. This is a lagging indicator.	Number of facility working group meeting held, annually.	10 Facility staff working group meetings over the three-year contract.	The first year, we will be establishing the audience for the new working group, so we will only host two meetings. The second and third years we will host four meetings.	N/A	Provide capacity building and awareness to the public sector.
Energy Action Plans	School districts, special districts	SMCEW staff will use benchmarking, energy use, and other data to develop Energy Action Plans for K-12 public schools and special districts in San Mateo County. The EAPs will be used to engage and inform these customers in the process of moving them forward to being referred. The EAPs will be provided to 3P or other implementation partners.	Number of Energy Action Plans developed and delivered to school district and special district customers, annually.	8 Energy Action Plans delivered to school districts per year. Total of 24.	The goal is to have an Energy Action Plan for every school district by the end of the three-year contract.	N/A	Capacity building by providing benchmarking an action plans to public sector customers.

Attachment 2 (all Tabs A through I)

AGREEMENT NOTICES			
	PG&E Contact		Implementer Contact
	Work Assignment Issues	Contract-related Issues	
Name:			Sandy Wong
Title:			Executive Director
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