

## **PG&E DRAFTED SPECIFIC CONDITIONS**

### **2006-2008 Non-Utility Energy Efficiency Program**

#### **San Mateo County Energy Watch**

### **SPECIFIC CONDITIONS**

#### **1. INTRODUCTION**

- 1.1. PG&E's Energy Watch Partnership Program was approved by the California Public Utilities Commission ("CPUC") in Decision 05-09-043 and subsequent decisions, under which PG&E is working with various cities, counties, and other political entities to achieve energy savings in its service territory.
- 1.2. Furthermore, the CPUC noted that California's Energy Action Plan has placed Energy Efficiency at the forefront of resource procurement activities in California. Consistent with the CPUC's direction, PG&E selected programs that would best meet its resource procurement needs.
- 1.3. PG&E will closely monitor submitted program's performance, as well as the performance of its demand-side portfolio as a whole. PG&E may, in its sole and absolute discretion, reduce or terminate funding for programs that fail to meet their resource procurement and/or Customer satisfaction objectives. Also, PG&E may, in its sole and absolute discretion, shift funds from one program or market segment area to another during the 2006 – 2008 portfolio implementation to better achieve its resource procurement and Customer satisfaction objectives, in accordance with PG&E's Change Order procedures.
- 1.4. The objective of this Contract is for Partner to work with PG&E to promote energy efficiency activities and implement calculated and deemed energy efficiency measures. Total Program Gross kW Savings: 1 kW, Total Program Gross kWh Savings: 2,307 kWh and Total Program Gross Therm Savings 0 Therms for a Total Partnership Budget of \$18,000. The allowable geographic area(s) and Customer market segment(s), and any other restrictions of this Program are set forth in Exhibit D. Partner may not pursue or receive funds for any energy efficiency projects specifically related to this contract that are not within the defined geographic area(s) or Customer market segment(s) without prior written approval of the PG&E Program Manager.
- 1.5. Program Overview:

San Mateo County Energy Watch is a new partnership between the City/County Association of Governments (C/CAG) and Pacific Gas and Electric Company. San Mateo County Energy Watch will offer a comprehensive portfolio of energy efficiency programs that target municipalities, small businesses, nonprofits, and residential customers. As a leader in the County, C/CAG is well positioned to promote energy efficiency in our communities. C/CAG leads by example and will provide the tools necessary to establish a green community. San Mateo County Energy Watch will ensure that all resources are available throughout San Mateo County and plans to conduct special outreach in smaller communities to enhance PG&E programs.

Municipalities: San Mateo County Energy Watch will work closely with the County of San Mateo, the Cities and special districts within San Mateo County to improve the energy efficiency of facilities and other infrastructure through energy audits and energy efficiency upgrades.

Small Business and Nonprofit: San Mateo County Energy Watch will provide energy efficiency services such as energy audits and direct install of energy efficient measures to small businesses and nonprofit community organizations within San Mateo County.

Residential: San Mateo County Energy Watch will reach out to PG&E's residential customers in the County to encourage the adoption of energy efficiency measures.

All activities, savings estimates, and budget amounts are pending final Commission decision and final contract negotiations and coordination with other programs.

## 2. PROGRAM REQUIREMENTS

Section 2.1 below is applicable to Partners coordinating direct install programs with a third party contractor. Section 2.2 below is applicable to Partners implementing direct install programs. Section 2.3 below is applicable to Partners implementing rebate programs. Partner's program type(s) is indicated below. The applicable terms shall apply.

- Partner/Third Party Coordinated Direct Install
- Partner-Implemented Direct Install
- Rebate Program

### 2.1. Partner and Third Party Coordinated Direct Install

2.1.1. Partner will not be required to hire and manage Direct Install services for non-residential small business or residential customers. PG&E will contract for these activities. Upon execution of a contract between PG&E and a Direct Install implementer, PG&E will notify Partner and provide Partner with a sample of the Coordination Agreement between PG&E and Direct Install implementer.

2.1.2. Partner shall coordinate Direct Install activities with implementer, and implementer will provide Partner with a report of activities in their area on a monthly basis. Specifically, Partner shall work with their assigned Direct Install implementer to determine how to meet Partner's energy savings goals by performing direct installations in: 1) facilities that are owned and/or operated by local governments, 2) economic development areas, 3) other targeted markets as specified. Savings from these activities will be counted towards Partner's overall goals and cost-effectiveness targets.

### 2.2. Inspection and Quality Assurance Plan (applicable to Partner-implemented Direct Install Programs)

2.2.1. Partner shall submit to the PG&E Program Manager a Quality Assurance and Quality Control Plan, which describes Partner's installation standards, product specifications for eligible Measures/hardware, quality assurance procedures, installation schedule, plan to verify that the installations are operating properly, including percentage of installations to be inspected, inspection agent, and dispute resolution procedures for tracking and responding to Partner and Customer complaints or disputes. PG&E may also require, internal and external Policy and Procedures (P&P) manuals describing implementation process/functional workflow, rebate structure, program dates, eligibility requirements, Incentive payment process, IRS 1099 reporting procedures, Customer and Partner tracking and complaint dispute resolution procedures, and eligible product specification or standards. Policy and Procedures requirements are outlined in Exhibit C. PG&E may provide additional oversight in the verification process. Partner's product and installation standards must meet or exceed PG&E's product and installation standards for similar Measures.

- 2.2.2. PG&E may utilize the following methods to verify that EEMs are installed and operating: post installation on-site verification, work-in-progress on-site verification, product invoices, energy audits, site inspection reports, engineering reports, or other verification procedures as PG&E may deem appropriate in its sole and absolute discretion. PG&E reserves the right to conduct as many inspections as needed to ascertain that Partner has completed the EEM installations as reported and consistent with the Quality Assurance and Quality Control Plan. In order to accommodate the inspection process, Partner shall, upon PG&E Program Manager request, provide the most current installation schedule showing date and location where EEM installations have been scheduled. In addition, Partner shall submit the EEM installation and Customer data electronically in Excel or Access using data template to be provided by PG&E. Partner shall ensure that PG&E has access to the Customer site(s) for all verification inspections.
- 2.2.3. PG&E's verification inspection or review of the design, construction, operation, or maintenance of the Partner's installation of EEMs shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the EEMs. The Partner shall in no way represent to any third party that PG&E's verification inspection or review of the EEMs is a representation by PG&E as to the economic or technical feasibility, operational capability, or reliability of such EEMs. The Partner is solely responsible for the economic and technical feasibility, operational capability, and reliability of the Partner's EEM installations.
- 2.2.4. If PG&E's inspection reveals discrepancies between Partner's reported EEMs and actual EEMs found, Partner shall make on-site corrections within fifteen (15) calendar days from the date of such inspection being reported by PG&E to Partner and shall revise and resubmit the information provided to PG&E Program Manager. PG&E will inspect 5% of the sites. If more than 10% of the inspections fail, PG&E will at its sole and absolute discretion, increase the number of inspections and charge Partner for the additional inspections. Partners shall pay for all PG&E expenditures associated with on-site verification, as well as all expenses associated with re-inspecting failed inspections. PG&E inspection charges shall be deducted from the Partner's payments. PG&E and Partner may develop alternate inspection procedures that accomplish the goals of this paragraph.
- 2.2.5. Partner shall perform the Natural Gas Appliance Test (NGAT) whenever an infiltration reducing measure is installed in a home or commercial space with natural gas appliances. This test includes the test for Carbon Monoxide.

2.3. Quality Assurance and Quality Control Plan (applicable to rebate programs)

NOT USED.

2.4. Prevention of Double-Dipping

Partner shall implement the following mechanism and shall take other practicable steps to minimize Double-Dipping:

- 2.4.1. Prior to providing Incentives or services to Customer for an Energy Efficiency Measure, Partner shall obtain a signed form from Customer representing and warranting as follows:
- 2.4.1.1. Customer has not received incentives (not including tax credits available under the Energy Policy Act of 2005) or services for the same measure from another utility, state, or local program at any time during the last three (3) years.

- 2.4.1.2. Customer agrees not to apply for or receive incentives or services for the same Measure from another utility, state, or local program; and
- 2.4.1.3. For residential Customers, Customer acknowledges that he or she has received information about the free LIEE program, which offer incentives or services for the same measure(s) for which the Customer may be eligible.

2.4.2. Partner shall keep the Customer-signed forms for at least five (5) years after the expiration date of the contract term or receipt of final payment, whichever date occurs later. In addition, Partner shall promptly submit the Customer-signed forms to the PG&E Program Manager upon request.

2.4.3. Partner, its associates or Subcontractors shall not knowingly provide an Incentive to a Customer or make payment to a Subcontractor who is receiving compensation for the same product or service either through another Public Goods Charge-funded program, or through any other funding source.

## 2.5. Responding to and Tracking Customer Complaints

2.5.1. Partner shall track all Customer and Partner complaints that it receives through the mechanism that it describes in its Quality Assurance and Quality Control Plan, and shall report on all complaints in its Monthly Reports, as well as actions taken to resolve the complaints. Partner shall maintain a log of all Customer complaints it receives, and shall retain that log in electronic form for at least five (5) years after the expiration date of the contract term or receipt of final payment, whichever date occurs later.

## 2.6. Customer and Partner Disclosure Obligations

2.6.1. Partner shall prominently disclose to prospective program participants and Customers, orally and in writing, that Customers are not obligated to purchase any full-fee service or other service in excess of the amount which is funded through this Program. The text of the disclosure must be in both English and Spanish and other languages as PG&E may deem appropriate in its sole and absolute discretion in the event the program specifically targets other language groups.

2.6.2. Partner shall include the following English and Spanish disclosure text, and where appropriate a non-English or Spanish translation thereof, in all material provided to prospective program participants and Customers:

“California consumers are not obligated to purchase any full fee service or other service not funded by this program. This program is funded by California utility ratepayers under the auspices of the California Public Utilities Commission (CPUC.)”

Spanish Translation:

“Los consumidores en California no están obligados a comprar servicios completos o adicionales que no esten cubiertos bajo este programa. Este programa está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC.)”

2.6.3. Partner shall inform any contractors and Subcontractors that they shall not be obligated to pay any fees, including training, material or equipment fees, to participate in the program.

2.7. End Date for Direct Implementation Activities and Incentive Payments

2.7.1. Unless this Agreement is terminated pursuant to Section 41 of the General Conditions, all implementation activities, including all installation activities and PG&E incentive and/or direct install payments, shall be completed no later than December 31, 2008, unless Partner receives the prior signed, written consent from the PG&E Program Manager to implement Measures after December 31, 2008.

2.7.2. In the event that the CPUC does not issue a final decision by December 31, 2008 for the program cycle following the 06-08 cycle, PG&E may, subject to CPUC approval, continue this contract for a period to be authorized by the CPUC.

2.8. End Date For Administrative Activities

2.8.1. Unless this Agreement is terminated pursuant to Section 41, Cancellation and Termination of Contract of the General Conditions, Partner shall complete all administrative activities by no later than February 29, 2009, including submission of the Final Report. The final invoice is due no later than February 29, 2009, and may not include charges for direct implementation or marketing activities conducted after December 31, 2008.

2.8.2. In the event that the CPUC does not issue a final decision by December 31, 2008 for the program cycle following the 06-08 cycle, PG&E may, subject to CPUC approval, continue this contract for a period to be authorized by the CPUC.

2.9. [For programs that develop technical reports] Technical Reports

2.9.1. All technical reports are to be submitted and are subject to review and approval by PGE's engineering department. Technical reports are considered any supporting documentation about the measures and program the Partner is using to attain energy saving.

2.9.2. Partner shall include the following language in all technical reports:

**LEGAL NOTICE**

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2.10. POTENTIAL CONFLICT OF INTEREST WITH POLICY AND EVALUATION (P&E) AND/OR TECHNICAL MATRIX CONTRACTS, THIRD PARTY IMPLEMENTER CONTRACT, ETC.: NOT USED.

2.11. Changes to Customer Incentive Levels

- 2.11.1. Partner may only change Customer Incentive Payment structure and incentive levels structure with advance notice in writing to, and the written approval of, the PG&E Program Manager.
- 2.11.2. Estimated incentive levels will be listed in the Policy and Procedures Manual.
- 2.12. Projects Identified Before Program Launch
  - 2.12.1. Partner must receive from the PG&E Program Manager written approval for all Legacy Project payments associated with projects that were identified and/or some Project analysis completed by Partner or another party before Program Launch. Legacy Projects are only eligible for payment by PG&E under the following conditions: a) the Partner contributed to the Customer's decision to act; b) Partner's contribution to Customer's decision to act is documented to PG&E's sole satisfaction; and c) Partner shall not receive payment for engineering studies or other work that was performed prior to Partner's involvement in the Project or for which Partner has received compensation through other means.
- 2.13. Prorating Customer Payments to Self Generating Customers
  - 2.13.1. Partner shall not pay Customers that generate their own power onsite "Self Generating Customers" any Incentives for energy savings that exceed the annual energy usage by the Customer from PG&E. The annual energy usage shall be determined by averaging the past 12 months of energy usage as determined from the time that the Customer signed the Customer application or Customer agreement that commits the Customer to pursue the Project.
  - 2.13.2. PG&E may (but shall have no obligation to) change the policy and requirements for Customer Incentive Payments to self-generation Customers within thirty (30) days' written notice to the Partner.
- 2.14. Evaluation, Measure and Verification (EM&V)
  - 2.14.1. Partner shall comply with any CPUC directive regarding EM&V plans and fulfill all EM&V activities as may be required by the CPUC. PG&E will not pay incremental costs associated with CPUC EM&V activities.
  - 2.14.2. If required by the CPUC to support EM&V activities, Partner shall cooperate fully with the Plan Contractor and Subcontractors and provide all requested information, if any, to assure the timely completion of all Plan tasks requiring Partner involvement or cooperation.
  - 2.14.3. Partner shall cooperate with any PG&E-administered process evaluation or Audit. Partner may be reimbursed for reasonable costs associated with PG&E-administered process evaluations. PG&E will review and negotiate with Partner as needed to finalize the process evaluation scope and budget, and amend this Contract as may be required in accordance with PG&E's Change Order procedures.
  - 2.14.4. For EM&V efforts or any financial or operational audit, Partners shall make available to PG&E upon demand full program descriptions, detailed descriptions of data tracking systems, baseline conditions, detailed participant data including financial assistance amounts. For EM&V reporting, Partner shall use definitions of terms supplied by PG&E (including, without limitation thereto, definitions of residential, non-residential, retrofit, new construction).



2.15. Use of Current Evaluation, Measurement and Verification Information in Reporting Program Savings

2.15.1. During the course of contract implementation, PG&E may (but shall have no obligation to) identify new savings estimates, net-to-gross ratios, or other values that may alter program savings. Partner shall use modified values upon PG&E's written request, provided that PG&E modifies Partner's program budget and/or overall program savings consistent with PG&E's requested change.

2.16. Reporting

2.16.1. Required Reports

Partner shall submit all Required Reports listed in Exhibit H, Invoice Reporting Requirements, and Exhibit I, Regulatory Reporting Requirements, in accordance with the due dates indicated in Section 2.15.2

Partner shall prepare and submit a Final Report that includes discussion of the following:

- Program achievements
- Program challenges
- Goal attainment
- Lessons learned
- Program improvements recommendations
- Proposed Program next steps
- Other items requested by the PG&E Program Manager

This report shall be due no later than February 29, 2009.

If requested by the PG&E Program Manager, Partner shall also submit reports to the CPUC in accordance with CPUC reporting protocols.

2.16.1.1. All reports shall be submitted no later than the due dates listed in Section 2.16.2 to the PG&E Program Manager for review and written approval. Partner shall provide additional information and supporting documentation to the PG&E Program Manager, if requested.

2.16.1.2. Partner hereby agrees that providing the information and reports described in this section is a condition to Partner's receiving full payments referred to in Section 5.0 of the Specific Condition. If Partner fails to provide required reports and supporting documentation that are complete, accurate, and timely, PG&E reserves the right to withhold or reduce payments

2.16.2. Due Dates for Required Reports

Report	Due Date	Frequency
Policy and Procedures	45 days after contract execution	Once
Quality Control. Quality Assurance Plan	45 days after contract execution	Once
Marketing Plan	45 days after contract execution	Once

Monthly Reports/Invoices	15 <sup>th</sup> Day of each month following the reporting month.	Ongoing through length of contract
Quarterly Reports	45 calendar days after the end of each quarter	Ongoing through length of contract
Annual Reports	Due by March 31 <sup>st</sup> of each year following reporting year 09-11	Ongoing through length of contract

## 2.17. Regulatory Reporting Requirements

2.17.1. Partner shall comply with all CPUC regulatory reporting requirements, which includes (without limitation thereto) providing PG&E with required data in a format suitable for submittal to the CPUC. The regulatory reports shall contain all information and be in any format as may be required and/or modified by the CPUC from time to time. The PG&E Program manager will provide timely notification to the Partner of any CPUC modifications to regulatory reporting requirements. Current regulatory reporting requirements are shown in Exhibit I which is subject to revision should the CPUC revise its regulatory reporting requirements during the program cycle.

2.17.2. Cost Allocation Methodology. Partner shall respond to questions or requests from PG&E Program Manager on how it has calculated or allocated costs listed in the Partner's reports, and shall make any changes, consistent with the budget format and definitions approved by the CPUC, requested by the PG&E Program Manager.

2.17.3. Subcontractor Costs/Activities. Subcontractor costs shall be reported according to the format specified by the CPUC and in compliance with Section 6.2.4.2 of the General Conditions.

2.17.4. Labor. For each of the CPUC reporting categories (Admin, Marketing, Direct Implementation and EM&V if applicable), provide a list of individuals and total hours worked by each individual during the month.

## 2.18. Invoice and Supporting Documentation Requirements

2.18.1. Partner shall provide supporting documentation necessary to substantiate contract expenditures. Invoice and supporting documentation requirements are set forth in Exhibit H. PG&E may (but shall have no obligation to) modify supporting documentation requirements from time to time with input and consent of Partner. Partner shall submit Project/EEM data electronically each month or as needed. The specific format and detailed data requirements shall be consistent with PG&E's program data requirements and will be provided to Partner by PG&E at a time as agreed upon between the PG&E Program Manager and Partner.

## 2.19. Record Retention

2.19.1. Partner shall retain Records for at least five (5) years after the end of the contract term or receipt of final payment. These applications shall be kept in a logical order (chronologically as a minimum standard) and provided to PG&E's designee upon request or in connection with any financial or operational audit.



2.19.2. Records shall remain legible, readily identifiable and retrievable for the required retention period of five (5) years following the after the expiration date of the contract term or receipt of final payment, whichever date occurs later

## 2.20. Coordination With Other Programs

### 2.20.1. Coordination With Other Energy Efficiency Programs

- 2.20.1.1. Partner shall coordinate its efforts with other Energy Efficiency programs in PG&E's Service Territory. Partner's coordination requirements include, but are not limited to, coordination with programs implemented by PG&E, other non-IOUs, and Third Party Implementers, as well as programs targeting low-income Customers. Partner understands, acknowledges and agrees that the purpose of the coordination is to enhance consistency in program offerings where applicable, minimize duplicative administrative costs, and enhance the possibility that programs can be marketed together to avoid duplicative marketing budgets.
- 2.20.1.2. As part of Partner's first monthly report and updated thereafter as needed, the Partner shall provide to PG&E a description of its program suitable for distribution by PG&E and other Energy Efficiency program Partners to inform potential participants, including low-income participants if applicable, about Partner's program.
- 2.20.1.3. In its first monthly report and thereafter as needed, Partner shall list programs with which it could coordinate, and describe proposed coordination activities including a time line for each activity. PG&E shall review the list of programs and proposed coordination activities, and either approve or suggest changes. Partner shall incorporate all changes requested by PG&E. Partner shall describe in each monthly report any notable coordination activities with other Energy Efficiency programs.
- 2.20.1.4. During the performance of the authorized Work, Partners shall not create market barriers or lost opportunities for other program Partners. If PG&E determines that Partner's program might create market barriers or Lost Opportunities, PG&E will discuss its concerns with the Partner. Partner shall work with PG&E to develop and implement program changes to minimize market barriers or lost opportunities.

### 2.20.2. Coordination With Low Income Programs

- 2.20.2.1. This Section shall only apply to authorized Work that includes an Energy Efficiency Measure that is included in PG&E's Low-Income Energy Efficiency program. This coordination is required because low-income Customers who participate in non-low income programs in some cases may lose their eligibility for future participation in separately-funded Low-Income programs. Further, low-income Customers should not pay for Measures and services for which they are eligible at no cost through pre-existing Low-Income program offerings.
- 2.20.2.2. Partners whose authorized Work includes an Energy Efficiency Measure that is included in PG&E's Low-Income Energy Efficiency program shall inform all Customers about the Low-Income Energy-Efficiency ("LIEE") and California Alternate Rates for Energy (CARE) programs, including eligibility requirements. Partner shall then ask Customers if they believe they are LIEE or

CARE-eligible Customers, and shall provide written information about the LIEE and CARE programs, including how the Customer may participate in the programs and whom they need to contact to participate in LIEE or CARE, before attempting to sell any programs or Measures with a cost to any such Customers.

2.20.2.3. In its first monthly report and thereafter as needed, Partner shall submit to PG&E a list of Measures that require coordination with low-income programs, and its plan for ensuring compliance with this Section. PG&E shall review this information and either approve it or suggest changes. Partner shall make any changes required by the PG&E Program Manager.

#### 2.20.3. Coordination With Other PG&E Customer Facing Programs

2.20.3.1. During program set-up and implementation, Partner shall work with PG&E to promote customer facing programs, applicable to Partner's targeted customer segment, including but not limited to DR, DG and Climate Smart Programs.

2.21. Program Funds Must Directly Benefit PG&E Customers in the Service Territory from which the Funds are collected.

2.21.1. The Program funds must directly benefit the Customers in the PG&E Service Territory from which the Public Goods Surcharge funds were collected.

2.22. Contractor, Consultant, and Supplier Code of Conduct

2.22.1. PG&E is committed to ethical business conduct and compliance with all applicable laws, regulations, and policies. Partner shall abide by the terms of Exhibit L, Contractor, Consultant, and Supplier Code of Conduct. Partner shall extend these requirements to any subcontractors.

2.22.2. Partner Training – PG&E agrees to provide training to the Partner and associated parties necessary for the LPG to carry out this program.

Violation of this section shall be sufficient cause for the cancellation of the Contract pursuant to the terms outlined in Section 41.0, Cancellation and Termination of Contract, of the General Conditions.

### 3. SCOPE OF WORK

3.1. **TASK 1 – SET UP PROGRAM:** Partner shall attend meetings for training, and develop all necessary materials in order to launch and implement the Program.

3.1.1. **Attend Program Meetings:** Partner shall attend meetings, including a kick-off meeting, with the PG&E Program Manager and other PG&E staff, as necessary, in order to discuss project logistics, marketing coordination, evaluation, monitoring and verification coordination, invoicing requirements, scope of work.

#### **Deliverables:**

3.1.1.1. Meeting attendance, as required by PG&E and as described in section 3.1.1.  
Due Date: To be determined by PG&E after Contract execution.

3.1.2. **Program Data, Invoicing, and Reporting Training:** Partner shall attend a workshop(s) (Webcast possible) that provides training on the use of PG&E's data reporting system. This system will be used to upload flat files and electronic copies of invoices.

#### **Deliverables:**

3.1.2.1. Workshop or conference attendance, as required by PG&E and as described in section 3.1.2.

Due Date: To be determined by PG&E after Contract execution.

- 3.1.3. **Detailed Schedule of Activities:** Partner shall develop and submit to the PG&E Program Manager for review and approval a detailed schedule of activities that includes a work plan and implementation timeline.

This schedule may be adjusted after the Program is underway, with the PG&E Program Manager prior written approval, as new opportunities are identified.

**Deliverables:**

3.1.3.1. Schedule of Program activities and implementation timeline

Due Date: Within 30 calendar days of contract execution

- 3.1.4. **Marketing Plan:** Partner shall develop and submit to the PG&E Program Manager for review and approval a detailed Marketing Plan which shall include the following, but not limited to: a list and description of all program marketing materials, marketing objectives, a description of the marketing tasks to be performed and associated timeline, a description of the Program website structure and content (if applicable) and a description of how the Partner shall involve Third Party Implementers and other resources in promoting the Program.

**Deliverables:**

3.1.4.1. Draft Program Marketing Plan

Due Date: Within 45 calendar days of contract execution

3.1.4.2. Final Program Marketing Plan

Due Date: One week following receipt of PG&E Program Manager comments on draft Marketing Plan

- 3.1.5. **Marketing Materials:** Partner shall develop and submit to the PG&E Program Manager for review and approval all Program marketing materials, as outlined in the approved Marketing Plan. Marketing materials may include, but are not limited to, program fliers, brochures, presentations or other collateral material. In the case of presentations, Partner shall work from an approved baseline presentation and customize for each targeted audience or other market sector as necessary. All such marketing materials shall be approved by PG&E prior to any distribution, circulation, or publication.

**Deliverables:**

3.1.5.1. Drafts of new and revised marketing materials as outlined and approved in Marketing Plan

Due Date: Two months prior to planned distribution to target audience, and ongoing as new or revised materials are developed during Program implementation

3.1.5.2. Final copies of new and revised marketing materials as outlined and approved in Marketing Plan

Due Date: One month following receipt of PG&E Program Manager comments on draft versions of marketing materials

3.1.5.3. Draft of Program Web site content revisions and planned additions

Due Date: Two months prior to launch, and ongoing as new or revised content is developed during Program implementation

3.1.5.4. URLs for final Program Web site pages

Due Date: One month prior to launch

- 3.1.6. **Program Documents:** For programs Partner is directing implementing, Partner shall develop or utilize all documents necessary for implementation of the Program. Program documents shall include, but are not limited to, Policy and Procedures Manual, Quality Assurance and Quality Control Plan, and Program Forms such as: Program Participation Agreement, Project Implementation Agreement, Project Agreement Form, and Customer Feedback Survey. The Customer Feedback Survey topics shall range from the customer's perceived convenience of the Program and notification of other energy efficiency programs available, to customer's overall satisfaction with the program providers.

All documents related to the Program shall be submitted to PG&E for approval prior to any distribution, circulation, or publication.

The Policy and Procedures (P&P) Manual shall reflect the final rebate structure and functional workflow. Partner's P&P shall include, but not be limited to, a description of the Program's dates, eligibility requirements, incentive payment process, IRS 1099 reporting procedures, customer and contractor tracking and complaint dispute resolution procedures, eligible product specifications or standards, and a sample customer commitment letter.

The Quality Assurance and Quality Control (QA/QC) Plan shall include, but is not limited to, a description of the quality assurance procedures and plan to verify the installed measures are operating properly, the average percentage of installed measures to be inspected, inspection agent, and how the Partner will track and report customer and/or contractor complaints.

The P&P Manual and QA/QC Plan shall adhere to the guidelines set forth in Exhibit C of this Contract, "Policy and Procedures, Application, and Quality Assurance Plan Specific Requirements."

**Deliverables:**

- 3.1.6.1. Draft External Policy and Procedures Manuals  
Due Date: Within 45 calendar days of contract execution
  - 3.1.6.2. Final External Policy and Procedures Manuals  
Due Date: One week following receipt of PG&E Program Manager comments on draft
  - 3.1.6.3. Draft Quality Assurance and Quality Control Plan  
Due Date: Within 45 calendar days of contract execution
  - 3.1.6.4. Final Quality Assurance and Quality Control Plan  
Due Date: One week following receipt of PG&E Program Manager comments on draft
  - 3.1.6.5. Draft Program Forms  
Due Date: Within 30 calendar days of contract execution
  - 3.1.6.6. Final Program Forms  
Due Date: One week following receipt of PG&E Program Manager comments on drafts
- 3.1.7. **Invoice and Reporting Tools:** If needed, Partner may create or utilize reporting and invoicing systems and processes to produce reports that meet the CPUC's and PG&E's monthly, quarterly and year-end reporting requirements described in this Contract's Exhibit H: Invoice Reporting Requirements, and Exhibit I: Regulatory Reporting Requirements. Partner will submit the reporting and invoice templates to PG&E Program Manager for review and approval.

**Deliverables:**

- 3.1.7.1. Draft Reporting, Invoicing and Data Templates  
Due Date: One month prior to implementation of tool.

3.1.7.2. Final Reporting, Invoicing and Data Templates

Due Date: One week following receipt of PG&E Program Manager comments on drafts

3.2. **TASK 2 – LAUNCH PROGRAM:** Partner shall launch the Program by providing information and training to PG&E’s Service and Sales representatives and all other pertinent parties, and by beginning the marketing campaign.

3.2.1. **Program Information:** Partner shall develop and provide to the PG&E Program Manager for approval a PowerPoint Presentation and questions and answers (Q&A) document, which provides information about its Program.

Partner shall work synergistically with PG&E Service and Sales representatives and all other pertinent parties to present both PG&E and Partner program offerings to provide a clear message to customers on what utility and Partnership services exist and how best to receive the services. The goal of the collaborative effort will be to minimize customer confusion on what utility and Partnership services are available and how best to proceed with an energy management strategy that best fits the customer’s needs.

**Deliverables:**

3.2.1.1. Draft Program PowerPoint presentation, Q&A document and any other required informational documents

Due Date: Within two weeks of receipt of templates from PG&E Program Manager

3.2.1.2. Final Program PowerPoint presentation, Q&A document and any other required informational documents

Due Date: One Week following receipt of PG&E Program Manager comments on drafts

3.2.2. **Training:** Partner shall provide training on the Program to PG&E’s Service and Sales representatives and all other pertinent parties either via a PG&E-established Webcast or in person at a PG&E facility, as determined by PG&E Program Manager and upon request from PG&E. Partner shall develop and submit to PG&E Program Manager for review and approval an agenda of the Program training event. For the training, Partner shall use Program information presentation(s) and document(s) developed in Task 3.2.1 and as requested by PG&E Program Manager. Length of the training event will be determined by the PG&E Program Manager. Specific points of contact shall be established and additional discussions and training will be offered throughout the program period as deemed appropriate by PG&E and Program staff.

**Deliverables:**

3.2.2.1. Draft agenda for Program training event

Due Date: At least one week prior to scheduled training

3.2.2.2. Final agenda for Program training event

Due Date: Two business days following receipt of PG&E Program Manager comments on draft

3.2.2.3. Training Event

Due Date: Upon request of PG&E Program Manager, with a minimum of two weeks notice to Partner

3.2.3. **Implement Marketing Campaign:** Partner shall implement the marketing campaign based on the approved Marketing Plan. All marketing activities shall be coordinated with the PG&E Program Manager. Partner shall notify the PG&E Program Manager in writing prior to implementing the approved marketing plan and will coordinate activities, as appropriate. Partner shall provide PG&E Program Manager with a description of marketing activities

performed each month and note the quantity and geographic areas in which marketing materials were distributed.

Partner shall work closely with PG&E's staff during Program launch to ensure that a consistent and non-overlapping approach to customer marketing and outreach is implemented so as not to confuse either the PG&E Service and Sales representative or the customers targeted for the Program.

Additionally, Partner shall continue to revise and produce new marketing materials and Web site content as needed to effectively promote the Program, and shall gain PG&E Program Manager approval on all new marketing materials and Web site content prior to distribution and posting.

**Deliverables:**

- 3.2.3.1. Written notification of plans to implement marketing campaign and related coordination plans  
Due Date: After approval of Marketing Plan and at least one week prior to implementation of the marketing campaign
- 3.2.3.2. Description of monthly marketing activity performed  
Due Date: As part of monthly reports
- 3.2.3.3. Copies of new marketing materials and Web site content as applicable  
Due Date: Included with monthly reports

- 3.3. **TASK 3 – TRAINING AND EDUCATION:** Partner shall collaborate with PG&E and the Pacific Energy Center (PEC) and/or the Energy Training Center (ETC) to develop and conduct a number of educational classes each year during the term of this Contract, as determined by the PG&E Program Manager. The classes will provide attendees education, design tools, and advice regarding energy efficiency. They will also expose attendees to energy savings potential of new technologies and enable Customers to identify energy savings opportunities.

Partner shall work in collaboration with PEC/ETC staff to facilitate the educational classes, including providing input for potential class topics, assisting with the program calendar, coordinating local program administration activity, and logistics support.

**Deliverables (per Class):**

- 3.3.1. Class materials (agenda, presentation slides, etc.) and attendee list  
Due Date: Submitted with monthly report covering period workshop took place

- 3.4 **TASK 4 – QUALIFY CUSTOMERS:** Once the marketing and an outreach campaign are underway and target customers have been provided Program information, Partner shall seek to enroll qualified customers in the Program. Each potential customer shall be screened and evaluated to ensure that energy efficiency opportunities are identified and that the customer has the means, motivation and intent to install hardware efficiency measures that will lead to long-term energy savings. Partner shall ensure that Customer meets all Program eligibility criteria.

If Partner must access Customer facilities, Partner shall obtain a signed Access Agreement, as described in Section 4, Access Agreement, of these Specific Conditions and as approved in form and substance by PG&E, from an authorized representative of the Customer before Partner shall enter premises.

- 3.4.1 **Program Agreement:** Partner shall create or utilize a Program Participation Agreement (PPA), if needed, as a tool in enrolling customers. The PPA should be used whenever possible when enrolling customers, but is not a mandatory document for participating in the program.



**Deliverables (per Project):**

- 3.4.1.1. PDF copy of completed and signed Program Participation Agreement, if applicable  
Due Date: Ongoing through Program cycle.

**3.4.2 Perform Preliminary Program Services**

Partner shall determine which Program services best meet the needs of the customer and align with the goals of the Program. Partner shall then provide the recommended Program services and shall keep PG&E representative(s) engaged in or informed about the services provided and the status of Program activities specific to the assigned customers, as directed by the PG&E Program Manager.

If applicable, Partner staff or contractor will conduct a brief facility audit and evaluation of existing equipment and operating conditions. Equipment will be evaluated for upgrades from qualified program measures. Potential energy savings will be determined by the outcome of the audit.

The information collected from the facility audit will be compiled into a project proposal and presented to the customer. This summary document will outline the proposed measures, potential energy and cost savings, implementation costs, available incentives, and a simple project payback. The project proposal will also include a list of any energy savings opportunities identified during the audit that do not qualify for the proposed program, and will identify the program resource the customer can contact to capture these additional savings. The proposal can also contain a standard list of all PG&E programs that may apply.

**Deliverables (per Project):**

- 3.4.2.1. PDF copy of project proposal, including list of additional energy savings opportunities outside of program.  
Due Date: Ongoing through Program cycle.

- 3.4.3 Upon completion of the preliminary program services at the customer facilities, Partner and/or PG&E Service and Sales representative will follow up with the customer on the project proposal, and address any questions or issues the customer has surrounding the program. A Project Agreement Form shall be executed for those measures selected by the customer to be installed.

Partner shall submit all executed Project Agreement Forms to PG&E for review and approval prior to commencement of project installation. If an agreement form is included in the project application (e.g. NRR application), this Project Agreement Form is not necessary.

**Deliverables (per Project):**

- 3.4.3.1. PDF copy of completed and signed Project Agreement Form  
Due Date: Ongoing through Program cycle.

- 3.5 **TASK 5 – ENERGY EFFICIENCY RETROFITS:** Partner shall work with pertinent party to identify proposed retrofit projects at respective sites and provide supporting documentation regarding feasibility, schedule, costs and projected energy savings. PG&E will review and approve the proposed retrofit project applications with regard to overall project feasibility, schedule, costs, and projected energy savings. Retrofit project proposals shall include the estimated energy savings and the estimated Project costs.

Partner will assist customer to complete the Project Application Form , to be used for each proposed retrofit project, describing the following: Description of Retrofit Project, the project budget or

estimated project cost, estimated energy savings, projected project completion date, invoice procedures.

**Deliverables (per Project):**

3.5.1 PDF copy of completed and signed Project Application Form  
Due Date: Ongoing through Program cycle

3.6 **TASK 6 – RETRO -COMMISSIONING (RCx):** Partner shall work with contractor to develop criteria for PG&E review and approval in identifying proposals for RCx projects under this Program element. Each proposal must meet minimum selection criteria describing:

- 1) Technical feasibility and
- 2) Cost effectiveness.

Partner shall select projects that meet the developed criteria. The project selection process may include performing a preliminary investigation of the building systems and/or building subsystems to be included in the proposed RCx Project (“Investigative Work”). The preliminary investigation may include on-site equipment testing, monitoring, and/or verifying proper operation and calibration of a sample of the building systems and/or building subsystems to be included in the proposed RCx Project.

Partner will assist customer to complete and submit to PG&E for authorized signature a Project Agreement form for each proposed RCx Project. This form shall provide the following: Description of the project, the estimated Project cost, estimated energy savings, estimated energy cost savings, estimated Project payback period, and projected completion date.

**Deliverables (per Project):**

3.6.1 PDF copy of completed and signed Project Agreement Form  
Due Date: Ongoing through Program cycle

3.7 **Task 7 – Downstream Catalog Rebates:** Partner shall work with contractor to identify the appropriate downstream rebate(s) from the mass market catalog for achieving energy savings. Partner shall work with PG&E Program Manager to obtain a Third Party Initiative (TPI) code. This TPI code will be entered on the rebate application to claim savings for the Partnership.

**Deliverables (per Project):**

3.7.1 Identification and submittal of downstream rebate projects  
Due Date: Ongoing through Program cycle

3.8 **TASK 8 – DIRECT INSTALL OF ENERGY EFFICIENT HARDWARE AND PROJECTS:** Prior to the installation of any energy efficient hardware, Partner shall require Customer to sign an agreement outlining the terms and conditions for project implementation. No program installations shall occur without such agreement.

3.8.1 **Project Installation:** Partner shall manage the program to ensure projects are installed according to the agreed-upon timeline. As a project is being installed, Partner shall provide periodic oversight to ensure all equipment being installed meets the design specification and other installation criteria are being met.

Partner shall oversee the delivery of energy savings through the installation of energy efficient hardware. Partner shall work with contractor to manage the scheduling and installation of all energy efficiency measures.

**Deliverables (per Project):**

- 3.8.1.1. PDF copy of Customer Agreement, if applicable.  
Due Date: Ongoing through Program cycle.

- 3.8.2 **Direct Delivery:** Partner shall market program to qualifying commercial customers. Partner shall work with contractor to perform site visit and assessment of the business energy savings potential. The assessment will identify specific measures that the program can provide the customer, which could be installed by either local contractors or customer. Partner shall work with contractor to deliver required measures. Post-delivery, Partner shall either visit businesses or contact businesses by phone to verify customer satisfaction and confirm installation of measures.

**Deliverables (per Project):**

- 3.8.2.1. Identification and Submittal of Direct-Delivery Projects  
Due Date: Ongoing through Program cycle.

- 3.8.3 **Inspections:** For Programs Partner is directly implementing, Partner shall work with contractor to verify that all measures have been installed per the P&P Manual in accordance with the approved QA/QC Plan. Partner shall work with contractor to verify that Projects are installed according to PG&E's most current program requirements. Partner shall work with contractor to inspect hardware on all measures to ensure equipment is installed properly and in operation.

**Deliverables (per Project):**

- 3.8.3.1. If needed, a status report will be provided to PG&E.  
Due Date: Ongoing through Program cycle.

- 3.8.4 **Remedy Installation Issues:** Partner shall work with contractor to promptly remedy any installation problems that arise for direct-install Programs that Partner implements. For all customer issues, refer to Section 3.10.

Upon completion of measure installation, any discrepancies between the equipment installation documentation submitted and the onsite verification shall be recorded by Partner. If equipment installed does not meet equipment specification standards required by the Program or was not installed properly, or was only partially installed, or otherwise not functional, thus disqualifying the measure for a rebate, Partner shall work with contractor to provide the customer a written notice explaining the discrepancies found. The customer shall have 30 calendar days to resolve any issues and reschedule an inspection. If upon further inspection, the equipment is still not found to comply with the necessary specifications, those measures shall no longer be eligible for Program incentive(s), and the Partner shall provide the customer with written notification of this. If discrepancies between the installation documentation and the onsite verification involve the number of units installed or differing efficiency ratings that may still qualify for cash rebates, the final incentive shall be recalculated using the values of the installed equipment.

Partner shall work with contractor to respond to any customer questions or complaints within 24 hours by telephone.

Partner shall maintain a customer service log of all customer complaints and their resolution, which shall be retained in electronic form for at least five years after the end of the Contract term or receipt of final payment, whichever is later. Partner shall notify the PG&E Program Manager of any customer complaint that cannot be resolved to the satisfaction of the customer in writing within five calendar days. Partner shall complete a complaint form including the customer name and contact information and any other information requested by PG&E.

If the complaint involves work performed by a non-Program outside contractor, the customer and the contractor shall be responsible for taking any remedial action for issues related to the work performed. However, Partner shall ensure that remedial action is pursued and any and all issues resolved. In the event of any defect in the equipment or installation(s) performed during the course of the Project, the customer shall seek remediation solely from the equipment manufacturer and/or installation contractor(s).

**Deliverables (per Project with customer complaint):**

- 3.8.4.1. Updated customer service log details tracking customer calls and the service that was provided in response.  
Due Date: As part of each monthly report.
- 3.8.4.2. Complaint Form including detailed description of any customer complaint not resolved within five calendar days, which shall include the customer name, and any other information requested by PG&E.  
Due Date: Ongoing through Program cycle. Within five calendar days of receiving unresolved complaint.

3.8.5 **Payment of Incentives:** Partner will follow Policies and Procedures for payment of incentives.

PG&E reserves the right to modify the incentive payment process, either during program set up or during the course of program implementation, so that the customer incentive payments are made to the customer by PG&E.

3.9 **TASK 9 – INVOICE TEMPLATES:** If applicable, Partner shall invoice PG&E as described below for completed Projects which have met all the necessary requirements.

3.9.1 **Invoicing:** Partner shall work with contractor to submit an invoice template to PG&E for Program accomplishments and installations. Partner shall upload the program data in an approved flat file format to PG&E.

3.9.2

Partner shall implement, adhere to, and submit the items as described in this contract’s Exhibit H: Invoice Reporting Requirements. These invoice reporting requirements may be amended from time to time at which time PG&E will notify Partner of the changes.

**Deliverables:**

- 3.9.2.1. Invoice package based on approved template(s)  
Due Date: The 15<sup>th</sup> of each month, beginning the month following contract execution, or as needed.

3.10 **TASK 10 –REPORTING FOR COMPLETED PROJECTS:** Partner shall report on Program activities as described below.

3.10.1 PG&E Reporting: PG&E may require Partner to provide reports or documentation other than those described in Exhibit H: Invoice Reporting Requirements that PG&E deems appropriate or necessary. Partner shall comply with any request for such report(s) within a reasonable time or, if applicable, within the time requested by PG&E.

**Deliverables (per Project):**

- 3.10.1.1. Ad Hoc Reports  
Due Date: As required by PG&E

3.10.2 Regulatory Reporting: Partner shall be responsible for implementing, adhering to, and the submission of the items as described in this Contract's Exhibit H: Regulatory Reporting Requirements and using templates approved in Task 3.1.7 above. The CPUC reporting requirements may be amended from time to time, at which time PG&E will notify Partner of the changes.

The current reporting requirements are as follows:

3.10.2.1. Monthly Report: Partner shall provide PG&E Program Manager with the requisite information to be compiled for the monthly portfolio reporting, as described in this Contract's Exhibit I: Regulatory Reporting Requirments.

**Deliverables:**

3.10.2.1.1. Monthly Report

Due Date: The 15<sup>th</sup> of each month, beginning the month following contract execution, or as needed.

3.10.3 Quarterly Report: Partner shall provide PG&E Program Manager with the requisite information to be compiled for the quarterly portfolio reporting, as described in this Contract's Exhibit I: Regulatory Reporting Requirements.

**Deliverables:**

3.10.3.1. Quarterly Report

Due Date: Within 45 days of the end of each quarter

3.10.4 Annual Reports: Partner shall provide the required information and data to be aggregated to the portfolio and reported per the Annual Reporting Requirements Manual Version 4 (RRM4) (Attachment C to Administrative Law Judge Ruling of August 8, 2007) and subsequent revisions for 2009-2011.

**Deliverables:**

3.10.4.1. Annual Report

Due Date: On or before March 31 of each year following performance

3.10.5 Additional Data: Partner shall provide additional data or information as required by the CPUC.

**Deliverables:**

3.10.5.1. Additional Data as required by the CPUC

Due Date: As required by the CPUC

3.11 **TASK 11 - PERFORM CUSTOMER FEEDBACK SURVEYS:** Partner shall obtain customer feedback surveys from a minimum of 5 percent of participating customers. Partner shall provide customers with a feedback survey form to obtain their feedback as to Partner's and/or contractor's services, equipment, and the value found in participating in the Program. Partner shall use such customer feedback surveys as approved in Task 3.1.6 above. Surveys shall be delivered to the customer upon Project completion with instructions.

**Deliverables:**

3.11.1 Completed Customer Feedback Surveys

Due Date: Ongoing through Program cycle. Survey forms delivered to customer upon completion of Project. Completed surveys for minimum of 5 percent of Program participants for each calendar year during Program cycle due by December 31 of each respective year.

3.12 **TASK 12 – ADDRESS AND RESOLVE ALL CUSTOMER ISSUES:** Partner shall work with appropriate parties to address and resolve all customer issues made known through either customer feedback surveys or by any other means of customer contact. Partner shall work to provide continuous improvements in the Program to promote overall customer satisfaction.

Partner shall develop and submit for review and approval by the PG&E Program Manager a plan to address customer issues starting at the Program staff level and escalating up to the PG&E Program Manager.

If any issues cannot be resolved to the satisfaction of the customer by Partner within five calendar days, Partner shall immediately provide PG&E with a detailed description of any such Customer complaint which shall include the name and contact information of the Customer and any other information requested by PG&E.

Partner shall address all customer issues at the end of each customer transaction through the end of the contract period (or such other date determined by PG&E) which may include follow up services for warranty concerns. Program staff will monitor all warranty complaints and resolutions until such date.

Partner shall maintain a customer service log to track such customer issues and the responses to resolve them. Partner shall report customer feedback issues to the PG&E Program Manager using the monthly reports and completed complaint forms.

**Deliverables:**

3.12.1 Draft Customer Satisfaction/Customer Service Plan

Due Date: Within two months of implementing outreach to customers.

3.12.2 Final Customer Satisfaction/Customer Service Plan

Due Date: Within one month of receipt of PG&E Program Manager comments on draft

3.12.3 Updated customer service log details tracking customer issues and the response to resolve.

Due Date: As part of each monthly report.

3.12.4 Detailed description of any customer issue not resolved within five business days, which will include the name and contact information of the subject customer and any other information requested by PG&E, as well as a complete complaint form.

Due Date: Ongoing through Program cycle. Within five calendar days of receiving unresolved complaint.

3.13 **TASK 13 – RAMP-DOWN PROGRAM:**

**Program Ramp-Down:** Partner shall provide a plan to ramp-down the 2009-2011 Program. Partner shall plan a Program ramp-down period to commence no later than 30 days prior to December 31, 2011. The Partner's plan for Program ramp-down shall take into consideration that all services must be complete, all projects and measures installed, and all incentives paid to customers by December 31, 2011.

**Deliverables:**

3.13.1 Draft Program Ramp-Down Plan

Due Date: Two weeks following receipt of PG&E Program Manager request and no later than June 30, 2009

3.13.2 Final Program Ramp-Down plan

Due Date: Within one week of receipt of PG&E Program Manager comments on draft

3.14 **TASK 14 – SUBMIT FINAL 2006-2008 PROGRAM REPORT:** Partner shall deliver a final Program report to the PG&E Program Manager at the conclusion of the Program and no later than February 29, 2009.



The final Program report shall, at a minimum, provide a discussion addressing each of the following sub-topics:

- Program Achievements
- Program Challenges
- Goal Attainment
- Lessons Learned
- Program Improvement Recommendations
- Program Next Step Proposed (e.g., Continue Program and End Program Concept)

**Deliverables:**

- 3.14.1 Draft Program report as outlined above and directed by PG&E Program Manager  
Due Date: February 1, 2009
- 3.14.2 Final Program report as outlined above and directed by PG&E Program Manager  
Due Date: February 29, 2009

#### **4. ACCESS AGREEMENT**

- 4.1. Partner's Subcontractor may need access to Customer facilities. In each instance, Partner shall:
  - 4.1.1. Supply all necessary tools and materials to perform the services under this Contract.
  - 4.1.2. Be responsible for obtaining a signed Access Agreement, as approved in form and substance by PG&E, or Partner's own PG&E-approved comparable form, from an authorized representative of the Customer before Partner's Subcontractor can enter premises. The original signed Access Agreement shall be retained by the Partner for a period of five (5) years from the after the expiration date of the contract term or receipt of final payment, whichever date occurs later, and provided to PG&E upon request.

#### **5. PAYMENT TERMS**

- 5.1. Payment to Partner shall be dependent upon Partner's satisfactory completion of tasks (including timely and accurate submission of monthly reports) and achievement of goals, as demonstrated by Deliverables submitted by Partner to the satisfaction of the PG&E Program Manager.
- 5.2. Payment Terms.
  - 5.2.1. Contract Budget

The aggregate total of PG&E payments for Work authorized and satisfactorily completed under this Contract as approved by PG&E (the "Contract Budget") shall not exceed \$17,000 without prior written approval by PG&E. The Contract Budget can only be exceeded by the performance requirements as set forth in this contract.

- 5.2.2. Time and Material-Based (T&M) Payments

Partner shall bill PG&E for that portion of the Contract Budget which PG&E may pay on a time-and-materials, not-to-exceed basis for each of the tasks and Deliverables indicated in Section 3. Scope of Work according to the labor rates contained in Exhibit G.

- 5.2.3. Performance-Based Pricing

PG&E shall pay that portion of the Contract Budget to be paid on a \$/net kWh, \$/net therm, or \$/designated unit basis but excluding Customer Incentive and Rebate Payments (the “Performance Based Pricing-Based Payments”). PG&E shall pay to Partner the Project-specific Performance Based Pricing Based Payments on a designated unit basis, and contingent on Partner’s submission of acceptable documentation indicating that the Deliverables and requirements for each installment acceptance criterion have been met. Performance Based Pricing Based Payments will be made in installments at designated periods during the installation and implementation process as set forth in the Policy and Procedures Manual.

#### 5.2.4. Customer Incentive Payments

Payments made by Partner to Customer. Partner shall invoice PG&E for Incentive payments before those payments have been made to the Customer. PG&E shall reimburse Partner only for actual and reasonable Customer Incentive Payments, not forecasted Customer Incentive Payments.

Partner understands, acknowledges, and agrees that PG&E may (but shall have no obligation to) modify the manner in which payments for Customer Rebates are made including, without limitation thereto, making Rebate payments directly to the Customer.

The total payments shall not exceed the following amounts for each payment type without prior written authorization from the PG&E Program Manager:

Time and Materials:	\$ <u>17,000</u>
Performance-Based Pricing and Customer Incentive Payments:	\$ <u>0</u>
Total Contract Budget:	\$ <u>17,000</u>

5.2.5. The allocation of program and Partner performance based pricing and customer incentive budgets may be reallocated with PG&E Program Manager’s written approval.

#### 5.3. Payments for Committed Projects Compared to Installed Projects

5.3.1. PG&E will cease making Project Commitment Payments (“PCIPs”) if the difference between the cumulative Project Commitments (kWh) and Installed and Verified Projects (kWh) exceeds 30% of the Total Program Net kWh Savings. PG&E may (but shall have no obligation to) modify this payment restriction to allow greater PCPs relative to Installed and Verified installations.

#### 5.4. Contract Budget Adjustments/Contract Termination

5.4.1. PG&E reserves the right to (but shall have no obligation to) reduce the overall Contract Budget and associated savings or terminate the Contract. PG&E will consider several factors when deciding to reduce or terminate funding, including, but not limited to:

5.4.1.1. Actual Installed Measure Mix: On a quarterly basis, PG&E will review the actual measure mix compared to the forecasted measure mix. If the actual measure mix varies materially from the forecasted measure mix, particularly if the actual measure mix is less comprehensive than forecasted, PG&E reserves the right to (but shall have no obligation to) reduce or terminate program funding.

5.4.1.2. Actual Installation Schedule Compared to Forecast Installation Schedule: PG&E may consider reducing or terminating program funding if the actual

installation schedule is slower than the forecasted installation schedule as contained in Task 1 of the Scope of Work.

- 5.4.1.3. Customer Satisfaction Metrics/Program Quality Metrics: PG&E will consider program performance relative to approved Customer Satisfaction Metrics and Program Quality Metrics.
  - 5.4.1.4. Coordination: PG&E may determine in its sole and absolute discretion whether Partner satisfactorily fulfills its coordination obligations with PG&E's own programs, third party programs, and other Local Government Partnerships as set forth in each monthly report per Section 2.19 of these Specific Conditions.
  - 5.4.1.5. Inspection Results: PG&E may consider the number of inspection failures and other inspection findings in assessing Partner's performance.
  - 5.4.1.6. Timely and Accurate Reports: PG&E may consider reducing or terminating program funding if PG&E determines that Partner is not preparing timely and accurate reports.
  - 5.4.1.7. Levelized Costs: PG&E may consider reducing or terminating program funding if the actual program levelized costs are greater than the forecasted program levelized costs measured on a semi-annual basis as contained in Exhibit B, the Final, Approved Avoided Cost Calculator Workbook.
  - 5.4.1.8. Engineering Documentation Quality: PG&E may (but shall have no obligation to) reduce or terminate a program, if PG&E determines in its sole and absolute discretion that the quality of the documentation to support program savings claims is inadequate. Supporting documentation includes, but is not limited to, work papers, Audit calculations and methodologies, and Project-specific data. PG&E will consider whether the program/Project savings estimates are clear, well documented, defensible, and supported by EM&V or other studies in assessing Partner's performance.
  - 5.4.1.9. Other items may be added here if needed.
- 5.4.2. Including but not limited to CPUC directives or PG&E portfolio reviews, upon PG&E's request for any changes to the Program, including but not limited to measure savings, energy costs and measure lives, Partner will modify any Program documents as appropriate. This may require adjustments to Partner's billing rates and customer incentive levels.
- 5.4.3. If PG&E reduces funding or terminates the Contract, Partner shall provide PG&E with a status report of all Projects that are underway, including those Projects that have not reached the Commitment stage but have had some analysis performed up through the point of reduction or termination. At PG&E's discretion, PG&E may (but shall have no obligation to) proceed with Projects that are underway or authorize funding for Partner to complete Projects that are underway.

## 5.5. Refund for CPUC Disallowance

- 5.5.1. If a CPUC decision or ruling disallows any program costs due to a CPUC finding that Partner acted unreasonably, PG&E shall negotiate with Partner as to possible shared responsibility of payment owed. Partner shall return its share of the amount due to PG&E within thirty (30) calendar days from the date Partner receives written notice from PG&E that the payment is owed.

5.6. Partner shall send monthly invoices to:

Invoices

Pacific Gas and Electric Company  
PG&E Accounts Payable  
PO Box 7760  
San Francisco, CA 94120-7760

Copy of Invoice

Pacific Gas and Electric Company  
Attention: [Program Manager Name]  
245 Market St.  
San Francisco CA 94105

## 6. REQUEST FOR DATA

- 6.1. PG&E will share Customer-specific information, which includes but is not limited to Customer name, address, account number, billing information, usage history, and program participation history, on a case-by-case basis as resources allow. PG&E may require Customer-signed Authorization To Receive Customer Information or Act on a Customer's Behalf form, a copy of which is attached herein in Exhibit J, prior to releasing Customer-specific information.
- 6.2. PG&E may share Energy Efficiency program data as routinely reported to the CPUC on an aggregated basis, including energy savings, unit accomplishments, and/or number of program participants, which may be reported by program, measure, end use, and/or other CPUC reporting categories. Request for program information that is not routinely reported to the CPUC will be reviewed on a case-by-case basis and provided only as resources allow. The above does not include any Customer-specific information reported to the CPUC under PU Code 583.
- 6.3. Upon full execution and delivery of the Contract, Partner shall be required to complete a data transfer approval process and agree to the terms therein to receive any Customer-specific information.
- 6.4. Partner will adhere to all conditions on the use of the information received to the extent that it does not conflict with applicable laws and regulations.

## 7. PUBLICATION OF CUSTOMER INFORMATION

- 7.1. Partner may not publish any reports or produce any marketing and promotional materials that may contain Customer-specific information, including, but not limited to, Customer's name, logo, and Proprietary Information without obtaining:
  - 7.1.1. Customer's prior review and approval of the material to be published or produced;
  - 7.1.2. Customer's signed License to Use, submitted to and approved by the PG&E Program Manager.
- 7.2. Partner may not transfer any Customer-specific data or information by e-mail or other method except as outlined in the data transfer approval process and agreement to be provided by the PG&E Program Manager upon full execution and delivery of the Contract.
- 7.3. Partner will adhere to all conditions on the use of the information received to the extent that it does not conflict with applicable laws and regulations.

## **8. APPROVAL OF MARKETING MATERIALS AND MEDIA**

- 8.1. Partner shall submit all marketing materials to PG&E Program Manager for review prior to their release, and may not release marketing materials without receiving PG&E approval. Partner must abide by the tools and resources provided by PG&E including but not limited to those included in Exhibit N. In the event that PG&E determines that Partner's marketing materials are fraudulent, misleading, not adequately substantiated, do not contain the required Customer approval, or have used PG&E's name without permission, Partner shall delay releasing the marketing materials until the problems are remedied to PG&E's satisfaction.
- 8.2. Media materials, press releases, by line articles, article placements, media advisories, talking points for press conferences or other media events, press packets and other media outreach efforts being used in conjunction with the Programs must be co-branded per the PG&E brand guidelines as outlined in Exhibit N.
- 8.3. Marketing materials and messages will be integrated and comprehensive.

## **9. CLAIMS SUBSTANTIATION**

- 9.1. Partner represents that it has adequately substantiated all claims made as part of the Work according to the requirements of local, the State of California, and federal common law, statute, or regulation. Partner shall substantiate claims made in all program materials, including but not limited to: program descriptions, web sites, fact sheets, brochures, advertisements and any other marketing related materials ("Program Materials"). Claims include, but are not limited to, statements about the Energy Efficiency, safety, reliability, or performance of a piece of equipment or category of Energy Efficiency Measures.
- 9.2. For each Program Material, Partner shall identify all claims, and shall have written evidence and data to substantiate the claim. Partner shall provide the claims and claims substantiation to the PG&E Program Manager upon submittal of the material for PG&E review and approval. If PG&E Program Manager determines that the evidence or data that Partner has submitted to PG&E is inadequate to substantiate the claim, then Partner shall either provide additional evidence or data, that in PG&E's sole discretion is adequate to substantiate the claim, or redraft or eliminate the claim so that the data and evidence, in PG&E's sole discretion, adequately supports the claims made.
- 9.3. For each Program Material, Partner shall identify all photography or quotes, and shall have written evidence to substantiate the approved use of the photography or quotes. Partner shall provide the substantiation for use to the PG&E Program Manager upon submittal of the material for PG&E review and approval. If the PG&E Program Manager determines that the evidence that the Partner has submitted to PG&E is inadequate to substantiate usage, then Partner shall either provide additional substantiation, that in PG&E's sole discretion is adequate to substantiate the usage, or redraft or eliminate the photo or quote so that the substantiation, in PG&E's sole discretion, adequately supports the usage of the photography or quote.
- 9.4. Partner shall indemnify and hold PG&E and its parent company harmless from and against all liabilities, costs and damages arising out of or related to claims that are not substantiated through the process identified in 9.1 – 9.3 above. Partner further shall pay any judgment or reasonable settlement offer resulting from a suit or demand, and pay any reasonable attorney's fees incurred by PG&E in defense of such a suit.

## **10. CONFIDENTIALITY**

- 10.1. In addition to the requirements found at Section 25.0 of the General Conditions, Partner shall comply with the following additional terms of this Section 10.0, Confidentiality, regarding the handling of confidential or Proprietary Information from PG&E or its Customers to the extent that it does not conflict with applicable laws or regulations.
- 10.2. In the course of performing the services and Work under this Contract, Partner may have access to confidential, commercial business, or personal information, and information and materials, including but not limited to Customer account information, Customer facilities, equipment, processes, products, specifications, designs, records, data, software programs, business, marketing or manufacturing processes or products, and Customer energy usage and billing data, which are owned by PG&E or by third parties and in the custody of PG&E or those third parties, and which constitute valuable confidential and proprietary information, know-how, and trade secrets belonging to PG&E, and/or third parties (all the foregoing are hereinafter referred to as "Proprietary Information"). Partner hereby agrees that Partner and Partner's employees, Subcontractors and Subcontractor's employees shall hold such Proprietary Information in strict confidence and shall not disclose it, or otherwise make it available to any person or third party without the prior written consent of PG&E. Partner agrees that all such Proprietary Information:
  - 10.2.1. shall be used solely for the purpose of performing services and Work for PG&E; and
  - 10.2.2. shall not be reproduced, copied, in whole or in part, except as specifically, authorized by PG&E; and
  - 10.2.3. shall together with any copies, reproductions and other records, thereof, in any form, and all information and materials developed by Partner therefrom, be returned to PG&E when no longer needed for the performance of Partner's services and Work for PG&E.
- 10.3. In the event that Partner is in doubt whether certain information is Proprietary Information, Partner shall treat the information as confidential Proprietary Information.
- 10.4. Partner shall have all of its employees, Subcontractors, and Subcontractor employees who will perform Work or services under this Contract sign a non-disclosure agreement in the form attached hereto as Exhibit K, Non-Disclosure and Use of Information Agreement. Prior to starting said Work or services, Partner shall promptly furnish the original signed non-disclosure agreements to PG&E.
- 10.5. NOT USED

## 11. PG&E PROGRAM MANAGERS

- 11.1. Partner designates Kim Springer (name) as Partner's Contract Representative for all matters relating to performance of the authorized Work under this Contract.
- 11.2. PG&E designates TBD (name) as PG&E's PG&E Program Manager for all matters relating to performance of the authorized Work pursuant to this Agreement.
- 11.3. The Partner or the Utility may change Partner Contract Representative or PG&E Program Manager at any time by providing written notice of the change to the other parties following protocol.

## 12. TIME IS OF THE ESSENCE

- 12.1. The parties hereby acknowledge that time is of the essence in performing the duties under this Agreement. Failure to comply with stated deadlines or milestones may result in termination of this



Agreement, payments being withheld, or other program modifications. Partner shall immediately notify PG&E Program Manager of any delays or issues that may impact Implementor's ability to perform the duties under this Agreement.

### **13. EFFECTIVE DATE**

- 13.1. This Agreement shall become effective on the later of the date that is signed by both PG&E and Partner.

### **14. NO ENDORSEMENT**

- 14.1. Selection of the Partner to perform work on behalf of PG&E does not constitute, nor does it imply in any way, endorsement by PG&E of the Partner or its firm. Consequently, Partner shall not indicate that PG&E has or will endorse Partner in any form of written, verbal or electronic advertisement or in any other business or marketing development efforts. This prohibition shall survive the terms of this Contract. Violation of this section shall be sufficient cause for the cancellation of this Contract pursuant to the term outlined in Section 41, Cancellation and Termination of Contract, of Consulting General Conditions. Partner shall not use PG&E's name, logo, trademark or trade name without PG&E's advance written permission.

### **15. NON-EXCLUSIVITY**

- 15.1. THE PARTIES AGREE THAT THIS CONTRACT DOES NOT ESTABLISH AN EXCLUSIVE CONTRACT BETWEEN PG&E AND PARTNER. PG&E EXPRESSLY RESERVES ALL ITS RIGHTS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: THE RIGHT TO UTILIZE OTHERS TO PERFORM OR SUPPLY WORK OF THE TYPE CONTEMPLATED BY THIS CONTRACT; THE RIGHT TO REQUEST PROPOSALS FROM OTHERS WITH OR WITHOUT REQUESTING PROPOSALS FROM BIDDERS FOR WORK OF THE TYPE CONTEMPLATED BY THIS CONTRACT, AND THE UNRESTRICTED RIGHT BY PG&E TO RE-BID OR PERFORM ANY SUCH WORK.

### **16. NOTICES OR DEMANDS**

- 16.1. Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by facsimile, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party. Requests for proposed contract amendments may be sent by e-mail, but execution of such request shall only be executed pursuant to the terms of an authorized Change Order. Notices shall be addressed as follows:

#### **PARTNER CONTRACT REPRESENTATIVE**

Name: City & County Association of Governments of San Mateo County  
Attention: Richard Napier  
Mailing Address: 555 County Center, 5<sup>th</sup> Floor, Redwood City CA 94063  
Street Address 555 County Center, 5<sup>th</sup> Floor, Redwood City CA 94063  
Telephone: (650) 599-1420  
Fax: (650) 361-8227  
Email: rnapier@co.sanmateo.ca.us

#### **PG&E PROGRAM MANAGER**

Name: Pacific Gas and Electric Company  
Attention: TBD

Mailing Address: Mail Code N6g  
Street Address: 245 Market St. SF CA 94105  
Telephone: 415-973-TBD  
Fax: 415-973-0580  
Email: TBD

**PG&E SOURCING DEPARTMENT (ALL CONTRACT ISSUES)**

Name: Roy Lee  
Attention: Sourcing Department  
Mailing Address: PO Box 770000 Mail Code N7G  
San Francisco, CA 94177-0001  
Telephone: (415) 973- 8035  
Fax: (415) 973-4610  
Email: RKL9 @pge.com

- 16.2. Notices shall be deemed received by the PG&E Program Manager (a) if personally or hand-delivered, upon the date of delivery to the address of the person authorized to receive such notice if delivered before 5:00 p.m., or otherwise on the business day following personal delivery; (b) if mailed, three business days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the business day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

**17. CPUC AUTHORITY TO MODIFY/REGULATORY REVIEW**

- 17.1. This Agreement shall at all times be subject to changes or modifications by the CPUC. The CPUC may from time to time issue a directive relating to or affecting any aspect of this Agreement within the confines of its jurisdiction.
- 17.2. Upon the occurrence of any event or action as described in Section 17.1 PG&E may (but shall have no obligation to) modify, amend, or terminate this Agreement, in accordance with Article 41.0 of the General Conditions (Cancellation and Termination of Contract).

**18. CONFLICT OF TERMS**

- 18.1. Where there is any conflict in the Specific Conditions stated herein and the General Conditions, the Specific Conditions shall control. Should a conflict exist between the Specific Conditions, General Conditions and the Attachments, the Specific Conditions or the Attachments shall control. Should a conflict exist between the Specific Conditions, General Conditions, or Attachments, and applicable federal, state or local law, rule, regulation, order or code, the law, rule, regulation, order or code shall control. Varying degrees of stringency among the General Conditions, Specific Conditions, Attachments, laws, rules, regulations, orders or codes are not deemed conflicts and the most stringent requirements shall control.
- 18.2. Partner shall immediately notify PG&E Program Manager of any conflicts or potential conflicts described in this Section.

**19. SUPPLIER DIVERSITY PROGRAM POLICY**

- 19.1. CPUC General Order 156 promotes purchasing goods and services from women, minority and disabled veteran-owned and controlled business enterprises (WMDVBEs).

19.2. There are no specific WMDVBE goals that have been established for Partner to meet in this Contract. However, PG&E expects Consultant to assist PG&E in working with WMDVBEs.

## **EXHIBITS TO PG&E SPECIFIC CONDITIONS:**

- Exhibit A: Guidelines for Determining New Construction Projects Versus Retrofit Projects**
- Exhibit B: Final, Approved Avoided Cost Calculator Workbook**
- Exhibit C: Policy and Procedures, Application, and Quality Assurance Plan Specific Requirements**
- Exhibit D: Allowable Geographic Areas and Customers to be Served by this Program**
- Exhibit E: Implementation Timetable**
- Exhibit F: Incentive Application Requirements**
- Exhibit G: Approved Labor Rates**
- Exhibit H: Invoice Reporting Requirements**
- Exhibit I: Regulatory Reporting Requirements**
- Exhibit J: Authorization To: Receive Customer Information or Act on a Customer's Behalf**
- Exhibit K: Non-Disclosure and Use of Information Agreement**
- Exhibit L: Contractor, Consultant, and Supplier Code of Conduct**
- Exhibit M: Definitions**
- Exhibit N: Marketing Materials and Media Tools and Resources**

## **Exhibit A: Guidelines for Determining New Construction Projects Versus Retrofit Projects**

### **Definitions**

**Addition** – Any change to a building that increases conditioned floor area and conditioned space.

**Building** – Any structure or space for which a building permit is sought.

**Change in Building Function** – The change in occupancy type as defined by section 10(b), Title 24 (e.g., office to retail).

**Change in Building Task** – The change in type of work performed in a space, which requires a system change-out (e.g., a change in an office from management activities to data processing).

**Conditioned Floor Area** – The floor area of enclosed conditioned space measured from the exterior surfaces of the exterior walls enclosing the space.

**Conditioned Space** – Space in a building that is either mechanically heated (capacity exceeds 5 Btu/(hr-sf) or mechanically cooled (capacity exceeds 10Btu/hr=sf). This includes directly and indirectly conditioned space (i.e., atriums or stairwells in a high-rise office building).

**First Tenant Improvement** – The base building has been constructed, but the individual tenant spaces have not been completed. Tenant improvements can include work on the envelope, mechanical or lighting systems.

**Gut Rehabilitation/Renovation:** Construction that involves the complete removal and replacement of the energy consuming system(s) of a building or process, based upon the needs of new or modified space function. It may also include the removal and replacement of energy delivering systems, such as wiring and piping. It may or may not involve removal of walls or increasing the site's footprint.

**New building** – Any new structure for which a building permit is sought.

**Space Conditioning System** – System that provides either heating, cooling, or both in a building.

**System Change-out** – Any building system entirely replaced with new equipment, components, or technology or a system installed where none existed before. A system change-out may or may not be required by Title 24; however, once the decision is made to do a system change-out, then Title 24 is invoked per State Code.

**Building system change-outs for new construction can include the following:**

- **Envelope System Change-out** – Changing or replacing glass/glazing.
- **HVAC System Change-out** – New ductwork and controls and cooling equipment, or system type change (e.g., packaged unitary equipment to central build-up system).
- **Lighting System Change-out** – Greater than 50% of the fixtures are replaced and/or rewired (see definition below) and/or fixture location is changed.
- **Refrigeration System Change-out** – New compressors with new coils or new compressors with multiplexing the compressors.

*Please note: For the purpose of determining if a multiple system change-out has occurred, motors, cooking equipment, or water heating equipment do not constitute systems by themselves. Also, any partial system change-out is treated as an equipment retrofit.*

**Replacement** – Exchanging existing, lesser efficient equipment with new high efficiency equipment. New equipment need not be of the same capacity or same quantity (e.g. installing a lesser number of T-8 fluorescent lamps in fixtures previously containing greater number of T-12 fluorescent lamps).

**Retrofit/Remodel** – Projects that address the needs of existing occupants and the equipment selection is based upon the needs for compatibility with existing conditions. Retrofits cannot include the moving or removal/addition of interior walls. Retrofit/Remodeling projects cannot increase load.

**Rewiring** – Reconfiguration lighting fixture (luminaries) wiring when installing new lamps, ballasts, lighting controls or sensors; or recruiting luminaries.

**Title 24** – Energy Efficiency Standards for Residential and Nonresidential Buildings) – The California State energy efficiency code with all buildings must prove compliance before building permit is granted.

**Unconditioned Space** – Enclosed space within a building that is not mechanically heated or mechanically cooled.

### *Guidelines*

When equipment is being installed or replaced in a non-residential facility, identifying the most appropriate energy efficiency program category – between New Construction and Retrofit – can sometimes be confusing. These guidelines are intended to help customers and Account Managers distinguish between program categories under various project situations. If you have further eligibility questions, please contact your local PG&E representative or a program manager for further assistance.

**New Construction Programs:** New Construction applies where a new building, or a gut rehabilitation of an existing building, requires both Title 24 Energy Code compliance and where business reasons (other than energy efficiency improvements) motivate the new system installation, e.g. added load, changed building function, or the renovation/gut rehabilitation of a building to meet the needs of a new or existing occupant.

**Retrofit Programs:** Retrofit programs apply when customers choose to improve equipment efficiency with a system change-out, even though existing equipment may meet their business needs. This is considered a retrofit, even if the state requires Title 24 compliance for the project.

*The following table illustrates some examples to distinguish new construction projects from retrofit projects:*

<b>1. New Buildings (a.k.a. Greenfield)</b>	
<i>Example</i>	<b>New Construction</b>
A new office is constructed on an empty site.	
<b>2. Additions or Expansion</b>	
<i>Example</i>	<b>New Construction</b>
An enclosed conditioned solarium is added to an existing restaurant to provide additional seating capacity.	



<b>3. First Tenant Improvements</b>	
<i>Example</i>	
A tenant moves into a tenant space leased for the first time in a recently constructed high-rise office building. They install new lighting systems, HVAC distribution systems, interior walls and room finishes.	<b>New Construction</b>

<b>4. Alterations to Existing Buildings</b>	
<b>Equipment Replacement</b>	
<i>Examples</i>	
<b>A. No added load</b> 1) A building owner replaces old package HVAC units with more efficient units. 2) A facilities manager replaces T-12 fluorescent lamps with T-8 lamps and electronic ballasts without changing fixture location.	<b>Retrofit</b>
<b>B. Load is added</b> A building owner replaces an old package rooftop HVAC unit with more efficient unit to accommodate a new computer room.	<b>New Construction</b>

<b>Single System or Multiple System Change-out</b>			
	<b>Owner Occupied</b>	<b>Existing Tenant</b>	<b>New Tenant who is doing a gut-rehabilitation</b>
<b>C. No change in building function or task. No added load.</b> 1) <b>Single System Example:</b> A tenant changes the existing lighting system from fixtures containing T-12 fluorescent lamps with magnetic ballasts, to T-8 lamps with electronic ballasts. Also, they reconfigure the fixture layout and control system. 2) <b>Multiple System Example:</b> A tenant replaces existing HVAC unit with a more efficient unit, and changes all glazing from standard gray glass to high performance glass.	<b>Retrofit</b>	<b>Retrofit</b>	<b>New Construction</b>
<b>D. No change in building function. Load is added.</b> 1) A new air conditioning system is installed in an existing office building to condition a new computer room. 2) A previously uncooled school adds an air conditioning system.	<b>New Construction</b>		
<b>E. Change in building function or task.</b> 1) A new retail store moves into what was previously an office space. The owner replaces the lighting system to effectively	<b>New Construction</b>		

display their merchandise.

2) A tenant in an office building moves a computer data processing group into a space previously occupied by a management group. The space's lighting system is changed to accommodate these new job tasks. This includes: all new and relocated fixtures, new wiring and new switching.



**Exhibit B: Final, Approved Avoided Cost Calculator Workbook, Input Tab**

PG&E Tool E3.xls

**Proposer General Information**

Proposer Name   
 Program Name   
 Service Territory

First Year of Program Implementation 2009

**Contact Information**

Name   
 Address   
 ZIP code   
 Telephone   
 Email

Market Sectors- Primary:   
 Secondary:

**Program Inputs**

Measure Name	DEER RunID	Climate Zone	Target sector	Measure Electric End Use Shape	CZ, Sector, Measure combination found?	Measure Type (To Look up Measure Life)	Program Type (To look up Net-to-gross Ratio)	Unit Definition (e.g. homes)

Program Type (To look up Net-to-gross Ratio)	Unit Definition (e.g. homes)	Program Type (NEW/ROB or Early Repl(RET))	Gross Measure Cost (\$/unit)	Rebate to end use customer or its assignee (\$/unit)	Incentives to entities other than the end use customer or its assignee(\$/unit)	Direct Install Labor (\$/unit)	Direct Install Material (\$/unit)	Gross Participant Cost (\$/unit)	Gross Unit Annual Electricity Savings (kwh/unit)	Electric Rate Schedule	User Entered kW Savings per unit (kW/unit)	Gross Unit Annual Gas Savings (therm/unit)	Gas Sector
								\$ -					

% Eligible for TOU AC adjustment				Total Number of Units
	2009	2010	2011	
				0

**Program Budget (\$)**

a. Administrative Costs  
 a.i. Overhead and G&A   
 a.ii. Other Admin costs   
 b. Marketing/Outreach   
 c. Direct Implementation (non incentive)  
 c.i. Activity   
 c.ii. Installation   
 c.iii. Hardware & Materials   
 c.iv. Rebate Processing and Inspection   
 d. Total Incentives and Rebates \$ -  
 e. EM&V \$ -  
**Total** \$ -

NPV Factor for lur 100%

	Nominal	NPV
d. Incentives and Rebates (\$)		
d.i. User Input Incentive (No rebates)	\$ -	\$ -
d.ii. Rebate	\$ -	\$ -
d.iii. Direct Install Labor	\$ -	\$ -
d.iv. Direct Install Materials	\$ -	\$ -
d.v. Upstream payments	\$ -	\$ -
Subtotal Incentives and Rebates	\$ -	\$ -
f. Costs recovered from other sources		\$ -
<b>Program Budget w/ Other Costs (a to f)</b>	<b>\$ -</b>	<b>\$ -</b>

**Exhibit B: Final, Approved Avoided Cost Calculator Workbook, Output Tab**

Program Summary	Nominal	Present Value
Proposer Name	San Mateo Energy Watch	
Program Name	0	
Total Program Budget (\$)	\$ 20,000	19,974
Net Participant Cost (\$)	\$ -	\$ -

Program Impacts								
	Annual Net kWh	Lifecycle Net kWh	Annual Net Therms	Lifecycle Net Therms	Net Jul-Sept Pk (kW)	Net Dec-Feb Pk (kW)	Net CEC (kW)	User Entered kW
2009-2011	1,615	9,749	-	-	-	-	0	0
2009-2015	-	-	-	-	-	-	-	-

Cost Effectiveness (Lifecycle Present Value Dollars)							
	Cost	Benefits			Benefit - Cost NPV	B/C Ratio	Notes
		Electric	Gas	Incentives			
Program TRC (\$)	\$ 19,974	\$1,784	\$0	NA	(\$18,189)	0.09	*1
Program PAC (\$)	\$ 19,974	\$1,784	\$0	NA	(\$18,189)	0.09	*1,2
Program RIM (\$)	\$ 20,996	\$1,784	\$0	NA	(\$19,212)	0.08	*1

\*1 B/C Ratio is an approximation because any supply cost increases are treated as negative benefits rather than as a cost as in the Standard Practice Manual

\*2 PAC benefits include environmental costs. This is to be consistent with the TRC benefits, but is not strictly consistent with the Standard Practice Manual.

Levelized Cost and Benefit (All Measures Installed through 2012)					
	Discounted Savings		Cost	Benefits	Benefit - Cost NPV
	kWh	Therms			
TRC (\$/kWh)	6,717		\$ 2.9737	\$ 0.2657	(\$ 2.7080)
PAC (\$/kWh)	6,717		\$ 2.9737	\$ 0.2657	(\$ 2.7080)
RIM (\$/kWh)	6,717		\$ 3.1259	\$ 0.2657	(\$ 2.8602)

TRC (\$/therm)	-	#DIV/0!	#DIV/0!	#DIV/0!
PAC (\$/therm)	-	#DIV/0!	#DIV/0!	#DIV/0!
RIM (\$/therm)	-	#DIV/0!	#DIV/0!	#DIV/0!

Emissions Reductions						
Annual Reductions	Electric Reductions			Gas Reductions		
	CO2 (tons)	NOX (lbs)	PM-10 (lbs)	CO2 (tons)	NOX (lbs)	
2008	1	0	0	-	-	* annual reductions are the units implemented in the year, times the annual emission reduction for the measure.
2009	-	-	-	-	-	
2010	-	-	-	-	-	
2011	-	-	-	-	-	
2012	-	-	-	-	-	
2013	-	-	-	-	-	
2014	-	-	-	-	-	
<i>Total Annual</i>	1	0	0	-	-	
<b>Lifecycle Reductions</b>						
2008	6	2	1	-	-	
2009	-	-	-	-	-	
2010	-	-	-	-	-	
2011	-	-	-	-	-	
2012	-	-	-	-	-	
2013	-	-	-	-	-	
2014	-	-	-	-	-	
<i>Total Lifecycle</i>	6	2	1	-	-	

Reductions based on total annual installations									
	Annual Net kWh	Lifecycle Net kWh	Annual Net Therms	Lifecycle Net Therms	Net July-Sept Peak (kW)	Net Dec-Feb (kW)	Net CEC (kW)	User Entered kW	Net An
2008	1,615	9,749	-	-	-	-	0.35	0.22	
2009	-	-	-	-	-	-	-	-	
2010	-	-	-	-	-	-	-	-	
2011	-	-	-	-	-	-	-	-	
2012	-	-	-	-	-	-	-	-	



2013	-	-	-	-	-	-	-	-
2014	-	-	-	-	-	-	-	-
<b>Total</b>	<b>1,615</b>	<b>9,749</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0</b>	<b>0</b>

**Net Impacts by Sector (All Measures Installed through 2012)**

	Annual Net kWh	Lifecycle Net kWh	Annual Net Therms	Lifecycle Net Therms	Net July-Sept Peak (kW)	Net Dec-Feb (kW)	Net CEC (kW)	User Entered kW	TRC L Ber
<b>Total</b>	<b>1,615</b>	<b>9,749</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>(18,1</b>
RES	-	-	-	-	-	-	-	-	-
NON_RES	1,615	9,749	-	-	-	-	0	0	(18,1
Residential	-	-	-	-	-	-	-	-	-
Res_New_Construction	-	-	-	-	-	-	-	-	-
COMMERCIAL	-	-	-	-	-	-	-	-	-
INDUSTRIAL	-	-	-	-	-	-	-	-	-
AGRICULTURAL	-	-	-	-	-	-	-	-	-
0	-	-	-	-	-	-	-	-	-
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0	-	-	-	-	-	-	-	-	-

\* Include program-level and admin costs allocated based to total gas and electric programs at the measure level.

**Net Impacts by CPUC End Use Categories (All Measures Installed through 2012)**

	Annual Net kWh	Lifecycle Net kWh	Annual Net Therms	Lifecycle Net Therms	Net July-Sept Peak (kW)	Net Dec-Feb Pk (kW)	Net CEC (kW)	User Entered kW	TRC L Ber
<b>Total</b>	1,615	9,749	-	-	-	-	0	0	(18,)
Clothes Dryer	-	-	-	-	-	-	-	-	
Clothes Washer	-	-	-	-	-	-	-	-	
Consumer Electronics	-	-	-	-	-	-	-	-	
Cooking	-	-	-	-	-	-	-	-	
Dishwasher	-	-	-	-	-	-	-	-	
Other Appliance	-	-	-	-	-	-	-	-	
Office Equipment	-	-	-	-	-	-	-	-	
Building shell	-	-	-	-	-	-	-	-	
Space Cooling	740	5,604	-	-	-	-	0	0	(10,)
Space Heating	-	-	-	-	-	-	-	-	
Ventilation	-	-	-	-	-	-	-	-	
Interior Lighting	876	4,145	-	-	-	-	0	0	(8,0)
Exterior Lighting	-	-	-	-	-	-	-	-	
Daylighting	-	-	-	-	-	-	-	-	
Motors	-	-	-	-	-	-	-	-	
Process	-	-	-	-	-	-	-	-	
Compressed Air	-	-	-	-	-	-	-	-	
Food Processor	-	-	-	-	-	-	-	-	
Refrigeration	-	-	-	-	-	-	-	-	
Freezers	-	-	-	-	-	-	-	-	
Pumps	-	-	-	-	-	-	-	-	
Pool Pump	-	-	-	-	-	-	-	-	
Domestic Hot Water	-	-	-	-	-	-	-	-	
Water Heating	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	

\* Include program-level and admin costs allocated based to total gas and electric programs at the measure level.

<b>Net Impacts by Climate Zone (All Measures Installed through 2012)</b>									
	Annual Net kWh	Lifecycle Net kWh	Annual Net Therms	Lifecycle Net Therms	Net July-Sept Peak (kW)	Net dec-Feb Pk (kW)	Net CEC (kW)	User Entered kW	TRC L Ber
<b>Total</b>	1,615	9,749	-	-	-	-	0	0	(18,)
1	-	-	-	-	-	-	-	-	
2	-	-	-	-	-	-	-	-	

3A	-	-	-	-	-	-	-	-	-	-
3B	-	-	-	-	-	-	-	-	-	-
4	-	-	-	-	-	-	-	-	-	-
5	-	-	-	-	-	-	-	-	-	-
11	-	-	-	-	-	-	-	-	-	-
12	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-
16	-	-	-	-	-	-	-	-	-	-
System	1,615		9,749	-	-	-	-	0	0	(18,1)

\* Include program-level and admin costs allocated based to total gas and electric programs at the measure level.

Persistent reductions in the summer (3rd Qtr) or winter (4th Qtr) of each year		
	Net July-Sept Peak (kW)	Net Annual Dec-Feb (kW)
2008	-	-
2009	-	-
2010	-	-
2011	-	-
2012	-	-
2013	-	-
2014	-	-
2015	-	-

**Exhibit C: Policy and Procedures, Application, and Quality Assurance and Quality Control Plan Specific Requirements**

**Partner, please note:** The program Policy & Procedures (P&P) and Application must be submitted for review **SIMULTANEOUSLY**, so they can be reviewed for consistency with each other and with Partner's approved proposal. Since PG&E's Law Dept must review and approve, and since program cannot be launched until Law's approval is received, Partner should submit the P&P and Application as soon as possible after contact execution.

<b>MINIMUM Requirements</b>	<b>Internal P&amp;P (Optional)</b>	<b>External P&amp;P</b>	<b>Application</b>	<b>Quality Assurance and Quality Control Plan Q/A Plan covered by SC sections 2.1 and 2.2</b>
Program Process, including Partner and Participant responsibilities, sufficient that customer can read and understand how to participate in program.	X	X	X	
Program Begin & End Dates	X	X	X	
<u>Customer eligibility requirements</u> (including that customer must be IOU customer/pay PGC funds). Must be consistent with Partner's original proposal and/or with subsequent modifications approved by PG&E.	X	X	X	
<u>Incentive Payment Process</u> (e.g., reservation required? Reserve before or after equipment purchase? Original receipts needed, or copy okay? What happens if application rejected?)	X	X		
<u>Implementation Timetable</u> , as shown in Exhibit E	X	X		
<u>Performance Measurement Process</u> (e.g., mid-course reviews of performance accomplishments, shortfall reports, installation to commitment ratio)	X	X		
<u>Marketing Materials and Media Tools and Resources</u> – Partner will adhere to requirements in the Marketing Materials and Media Tools and Resources (Exhibit N) provided by PG&E, and updated by PG&E as needed.	X	X		
<u>IRS 1099 Reporting procedures</u> - All incentives are taxable as income. Incentives over \$600 will be reported to IRS by Partner. Customer responsible for taxes.	X	X	X	
<u>Dispute Resolution Procedures</u> (both as to contractors and customers)	X	X		X
<u>Eligible Product specifications</u>	X	X		
<u>Limited funding</u> (first-come, first served while funding lasts)		X	X	
<u>Disclosure and auspices line in both English and Spanish:</u> California consumers are not obligated to purchase any full-fee service or other service not funded by this program. This program is funded by California utility ratepayers under the auspices of the California Public Utilities Commission. Los consumidores en California no están obligados a comprar servicios completos o adicionales que no esten cubiertos bajo este programa. Este programa está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California.		X	X	
<u>Access Agreement provision</u> (Must provide for PG&E as well as Partner access)			X	
<u>Limitation of liability</u> (limits PG&E's liability and Partners generally also limit their own)		X	X	
<u>Indemnify PG&amp;E</u> against all claims except those caused by PG&E's sole negligence or willful misconduct. Refer to General Conditions Section 28.			X	

Confidentiality - Customer must identify confidential information - Partner will keep confidential, but PG&E/CPUC allowed to access.			X	
Plan to prevent double-dipping - Customer may not receive rebates, incentives or services for the same measure(s) from another utility, state or local program funded by the Public Good Charge.			X	
Certification that customer has received LIEE information (applies only to residential programs)			X	
Installation Standards				X
Installation Schedule				X
Product specifications for eligible measures/hardware (must meet or exceed PG&E's specifications)				X
Verification Plan (% inspections, inspection agent; who will pay inspection costs)				X
NGAT (Natural Gas Appliance testing) - Explain how will comply with Specific Conditions Section 2.1.5. Require use of Exhibit J (customer permission for test)				X
Any other Q/A procedures relevant to specific program				X
Responding to and Tracking Customer Complaints				X
Technical Reports [For programs that develop technical reports]				
Scope of Work Program Documents				

**Exhibit D: Allowable Geographic Areas and Customers to be Served by this Program**

This Exhibit D describes the Customers and geographic areas that Partner may serve. Partner shall not serve any other Customers under this program without the prior written approval of the PG&E Program Manager.

Partner understands and agrees that other Partners, including PG&E, local governments or other partnerships, and other third party Partners, may serve the same Customers, the same geographic locations, and the same end uses as Partner’s program. In addition, Partner understands and agrees that other Partners may offer different incentive levels for the same Customers and same Measures covered by Partner’s program.

**Eligible Customer Geographic Area**

Partner shall serve Customers in the specified geographic areas of PG&E’s Service Territory:

<b>Geographic Area (e.g. city, county)</b>	<b>Description of Customer Segment</b>
San Mateo County	Municipal
San Mateo County	Commercial
San Mateo County	Residential



### Exhibit E: Implementation Timetable

Work Plan and Implementation Timeline	2009-2011 Total	2009				2010				2011			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
<b>Task 1 - Program Set Up</b>													
Budget Expenditures (\$)													
<b>Task 2 - Program Launch</b>													
Budget Expenditures (\$)													
<b>Task 3 - Customer Enrollment</b>													
Budget Expenditures (\$)													
Committed Projects (#)													
Committed Demand Reduction (net kW)													
Committed Energy Savings (net kWh)													
Committed Energy Savings (net therms)													
<b>Task 4 - Installation of EE Hardware and Projects</b>													
Budget Expenditures (\$)													
Installed Projects (#)													
Installed Demand Reduction (net kW)													
Installed Energy Savings (net kWh)													
Installed Energy Savings (net therms)													
<b>Task 5 - Invoicing and Reporting</b>													
Budget Expenditures (\$)													
<b>Task 6 - Perform Customer Feedback Surveys</b>													
Budget Expenditures (\$)													
<b>Task 7 - Address and Resolve Customer Issues</b>													
Budget Expenditures (\$)													
<b>Task 8 - Program Ramp Down and Shut Down</b>													
Budget Expenditures (\$)													
<b>Task 9 - Submit Final Invoice</b>													
Budget Expenditures (\$)													
<b>Total Program Budget</b>													

## **Exhibit F: Incentive Application Requirements**

As used throughout this document, the term “Party” means Partner and Customer, collectively the “Parties.”

Note: Partner may insert their specific terms and conditions language in items 1-9 below. Any modifications to the language in the general terms and conditions must be approved in writing by the PG&E Program Manager.

### **Specific Terms and Conditions:**

- 1. Feasibility:** PG&E’s and/or its consultant’s review of the design, construction, operation or maintenance of the Project, Energy Efficiency Measures, does not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the Project Measures. Partner is solely responsible for the economic and technical feasibility, operational capability and reliability of [Partner’s] Project and Measures. (Note: this item must be included in applications and agreements only if Partner is providing design services, etc., and if PG&E (and/or PG&E’s consultant) is or may be reviewing the design, etc. If PG&E is not reviewing any of these factors, the entire first sentence should be removed.)
- 2. Savings:** Partner is implementing the Project on Customer’s behalf, Customer understands and agrees Partner is solely responsible for ensuring Project savings are calculated using the appropriate baseline and the Project is installed according to Customer’s specifications and is delivering the estimated savings. Customer understands incentives will be paid only for energy savings that exceed California Title 20 and Title 24 standards, or industry standards in the absence of applicable local, state or federal standards. (Note: This item must be included if Partner provides installation service outside of program)

- 3. Program Dates:** All incentives must be paid and all installations must be completed by 12/31/11.

Applications must be postmarked by \_\_\_\_/\_\_\_\_/11 in order for incentive to be processed and paid by 12/31/11.

- 4. Project Commitment Process:** The step-by-step commitment process is:

- 5. Qualifying Equipment:**

- Customer is responsible for checking the product/equipment specification to make sure that all requirements are met.
- New products ordered, purchased and installed prior to \_1/\_1\_/09 or after 12/15/11 do not qualify for an incentive. Resale products, products leased, rebuilt, rented, received from warranty or insurance claims, exchanged, won as a prize, or new parts installed in existing products do not qualify.

- 6. Submittal requirement:**

- a. The documentation which must be submitted by Contractor is:...
- b. The documentation which must be submitted by Customer is:...

- 7. Measure or Site Details:** Measures eligible to be installed are:...

- 8. Eligibility:**

- a. Customer must be an electric or natural gas Customer of PG&E with an active meter serviced by PG&E.
- b. Customers in the following geographic areas of PG&E’s Service Territory are eligible: (Partner please list)

## 9. Incentive Payment:

- a. Eligible Measures and associated energy savings are: (list or include in attachment)
- b. Energy savings calculation methodology, including baseline calculation for calculated Projects and/or minimum efficiency standards as applicable is attached or is as follows: ...
- c. Expected incentive payment and payment calculation methodology is:

### General Terms and Conditions

1. **Funding:** Partner is receiving funds from PG&E for this Project, but the Parties agree that PG&E is not liable to either Party for any losses or damages, including incidental or consequential damages, arising from this Agreement. PG&E makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed pursuant to this Agreement, and expressly disclaims any such representation, warranty or liability.
2. **Incidental and Consequential Damages:** BOTH PARTIES AGREE NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
3. **Life of Product:** Customer understands incentive payments are based on related energy benefits over the life of the product. Customer agrees if 1) Customer does not provide PG&E with 100% of the related benefits for the life of the product or a period of 5 years, whichever is less, or 2) Customer ceases to be a distribution Customer of PG&E during said time period, Customer shall refund a prorated amount of incentive payment(s) to PG&E based on the actual period of time for which Customer provided the related energy benefits as an electric Customer of PG&E.
4. **Customers with self generation capabilities:** If Customer has existing on site cogeneration or self-generation, Partner shall not pay incentives for energy savings that exceed Customer's annual energy usage from PG&E. The annual energy usage shall be determined by Customer's last 12 months of energy usage as determined from the time Customer signed this Agreement. This policy is subject to change with 30 day written notice to Customer.
5. **Incentive may not exceed Project cost:** Customer must submit Project invoice(s) which include: vendor name/address/phone, itemized listing of product(s) including quantity, product description(s), manufacturer, model #, and other identifying information as appropriate, Project cost, date invoice paid or payment terms, and installation date.
6. **If Tenant:** If a tenant, Customer is responsible for obtaining the property owner's permission to install the measure(s) for which Customer is applying for an incentive payment. Customer's signature on this application indicates Customer has obtained this permission.
7. **Access:** Customer will allow, if requested, a representative from PG&E, the California Public Utilities Commission (CPUC), Partner, or any authorized subcontractor reasonable access to Facility to verify the installed product.
8. **Compliance with Laws:** Partner shall comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations, which apply to its actions at the Facility or to the Project.
9. **Advertising:** Partner agrees not to use the names or identifying characteristics of the Customer's Facility for published Project reports (except to fulfill reporting requirements to PG&E and/or the CPUC), advertising, sales promotion or other publicity without the Customer's written approval. In addition, Customer agrees not to use the names or identifying characteristics of Partner for published Project reports, advertising, sales promotion, or other publicity without Partner's written approval.
10. **No Double-Dipping:** Customer understands that Customer cannot receive incentives for the same product, equipment or service from more than one California investor-owned utility or third party Energy Efficiency program offering incentives for the same product, equipment, or service funded with CPUC

Public Goods Charge funds. Customer understands this prohibition applies three years prior to and three years after receiving the incentives for the same product, equipment or service.

**10. No Obligation:** California consumers are not obligated to purchase any full fee service or other service not funded by this Program. This Program is funded by California utility ratepayers under the auspices of the CPUC. *Los consumidores en California no están obligados a comprar servicios completos o adicionales que no esten cubiertos bajo este programa. Este programa está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).*

**11. Availability of Funds:** This program is available on a first-come, first served until allocated funds are depleted. This Program may be modified or terminated without notice.

**AGREED AND ACCEPTED:**

**PARTNER**

**CUSTOMER**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PG&E Service Agreement ID # \_\_\_\_\_ (Electric)

PG&E Service Agreement ID # \_\_\_\_\_ (Gas)

Tax Status: (circle one)    Corporation    Partnership    Individual/Sole Proprietor  
Exempt (Tax exempt, non-profit)

Taxpayer ID #: (circle one and fill in)    EIN    Federal Tax ID    SSN

\_\_\_\_\_

The value of incentives and direct installations is taxable. Partner will report incentives and direct installations greater than \$600 to the IRS on Form 1099, unless you are exempt. Please consult your tax advisor concerning the taxability of incentives. Customer, not Partner, is responsible for any taxes imposed as a result of your receipt of incentives from this Program. 1099 will be issued for the Customer, regardless of who the payee is, because the Customer receives the benefits of the incentives.

**Exhibit G: Approved Billing Rates for Labor**

Organization	Position	Labor Classification	Billing Rates (\$/Hr)
C/CAG	Executive Director		\$157.50
County of San Mateo Recycle Works	Resource Conservation Program		\$106.96
County of San Mateo Recycle Works	Resource Conservation		\$81.13
County of San Mateo RecycleWorks	Waste Management and Environmental		\$125.87

## ***Exhibit H: Invoice Reporting Requirements***

Partners will be required to submit the following files to PG&E by the 15<sup>th</sup> day of each month following the reporting month or as needed:

### Invoice Template

- Measure File

### Time and Materials Invoice

- Invoice and Financial Files
- Monthly Narrative

The measure file must be submitted through a secure online file transfer service, to be specified by PG&E. Program Manager will work with Partner to determine a mutually acceptable method for submitting other files, either via the online system or email (depending on file size and whether confidential data is included).

Upon issuance of a Contract, the PG&E Program Manager will work with the Partner to develop specific versions of the measure and financial files that correlate to Bidder's program. The intent of this section is to inform Bidders of the typical monthly reporting requirements.

### **Measure File**

The measure file includes all data elements required to document customer commitment and installation activities. The final format for this file will be provided by PG&E at a later date. PG&E is currently updating reporting tools and requirements, but anticipates that the required format will be a flat file (ASCII CSV). This file shall be used to record customer project-level activities including commitments, installations, and rebates.

PG&E requires each Partner to "map" all program measures to equivalent PG&E measure names prior to reporting achievements. Measure mapping is a one-time activity. It is not repeated monthly. A sample file containing the required fields for measure mapping is attached below for reference (Measure Mapping Requirements Template.xls).



Sample NON  
TURNKEY Template tc

Once measure mapping is complete, Partners will submit project specific, measure-level data each month via a secure online file transfer service, as specified by PG&E. The process is undergoing review and the required fields, file format and transfer medium are subject to change. The file below is a sample of the template currently used for monthly reporting and the typical data fields required.



Sample Invoice  
Submittal Template.Z



## **Invoice and Financial Files**

The financial file includes tabs for reporting Time and Materials-based activities by task, expenses according to CPUC categories, and a list of all CPUC allowable costs.

Attached is a sample financial file template.



## **Invoices**

Invoices must include the following components:

- Standard Required Information (from invoice instructions)
- Financial File (Monthly Expense Reporting Spreadsheet)
  - T&M Activities: For each task, Name, Hours, Rate and Total.
  - Expense Summary by CPUC category: Admin, Marketing, and Direct Implementation (non-incentives and incentives). Include separate line items for direct costs and overheads (lumped) for each category and additional lines for incentives, direct installation labor, and direct installation materials costs (nine lines total). Direct implementation costs must be consistent with, and supported by, the month's corresponding Measure File.
  - Performance-Based Activities: PG&E Program Manager will work with Partner to develop a program-specific spreadsheet to track performance-based expenses.

## **Monthly Narrative**

The monthly narrative will include a summary of the program expenses and achievements and a discussion on the following Program activities occurring during the month:

- Expense Summary Table
- Energy Savings Summary Table
- Summary of Program Accomplishments and Partner's assessment of program performance and status (is the program on target, exceeding expectations, or falling short of expectations, etc.)
- Administrative activities
- Marketing activities
- Direct Implementation activities
- Coordination Activities
- Changes in program emphasis (new program elements, less or more emphasis on a particular delivery strategy, program elements discontinued, measure discontinued, etc.)
- Near term plans for program over the coming months (i.e., marketing and outreach efforts that are expected to significantly increase program participation, etc.)
- Staffing Changes, if any (includes contact information and subcontractor changes)
- Additional Information
- Customer Complaints and Resolution

The file below is a sample of the template currently used for monthly reporting.



Partner may also be required to submit a worksheet (format to be provided by PG&E) that outlines specific deliverables accomplished against the Tasks listed in the Scope of Work.

**Quarterly Narrative**

Initially and quarterly thereafter, Partner will submit a quarterly report narrative that is used in regulatory reporting to the CPUC. Use the following template for quarterly report narratives.



Sample Qtr Rpt  
Nar.doc

# Exhibit I: Regulatory Reporting Requirements

## 1. Program Reporting

This Exhibit I details PG&E's regulatory reporting requirements to the CPUC. Partner shall provide PG&E with the requisite information on the prior month's activities, accomplishments and expenditures related to its program, for purposes of preparing any reports required of PG&E by the CPUC including the current Monthly, Quarterly and Annual Reports to the extent that the information is not provided by the Partner to PG&E through the Invoice Reporting Requirements as required in Exhibit H. Requirements for these reports may change per the direction of the CPUC or the CPUC's Energy Division. The current reporting requirements are as follows:

## 2. Monthly Report

Partner shall provide PG&E with the requisite information to be compiled for the monthly portfolio reporting.

### 2.1. Program Data – A spreadsheet table or tables listing, which includes the following information:

*Program Costs (cost reported cumulative-to-date (also referred to as inception-to-date))*

- a. Program identification number as provided by the PG&E
- b. Program name
- c. Total cumulative program authorized budget as adopted by the CPUC
- d. Total cumulative program operating budget which includes any mid-course budget modifications (e.g., fund shifts)
- e. Total cumulative program expenditures
- f. Total program expenditures for the report month
- g. Total cumulative commitments (limited to incentive commitments)

*Program Impacts (savings reported cumulative-to-date (also referred to as inception-to-date))*

- a. Total cumulative net kW, kWh, and Therm savings projections
- b. Total cumulative achieved net kW, kWh and Therm savings
- c. Total achieved net kW, kWh and Therm savings for the report month
- d. Total committed (limited to incentive commitments) net kW, kWh and Therm savings

### 2.2. Program Changes/New Program Information

*If applicable, the following information shall be reported in the Monthly report*

- a. Identification of program with operating budgets reduced during the report month
- b. Identification of program with operating budgets increased during the report month
- c. Identification of program terminated during the report month

### 2.3 Other requirements as determined by the CPUC or the CPUC's Energy Division for monthly reports

## 3. Quarterly Report

Partner shall provide PG&E with the requisite information to be compiled for the quarterly portfolio reporting.

### 3.1 Portfolio Benefit/Cost Metrics (Cumulative to Date)

- a. Total cost to billpayers (TRC, administrative cost and incremental cost per the Standard Practice Manual)
- b. Total savings to billpayers (TRC)
- c. Net benefits to billpayers (TRC)
- d. TRC Ratio
- e. PAC Ratio

- f. Cost per kWh saved (cents/kWh) (PAC)
- g. Cost per therm savings (\$/therm) (PAC)

**3.2 Measure List** –A spreadsheet table for each program containing each measure installed, service rendered, or measure/service committed during the report month for which Partner intends to claim savings. Partner shall include any new Measures as part of the quarterly report. The list shall display each measure as it is tracked and recorded by Partner and shall include the following parameters at a minimum:

- a. Name of Measure or Service Rendered
- b. Measure or Service Description
- c. DEER Measure ID (where applicable)
- d. DEER Run ID (where applicable)
- e. Unit Definition
- f. Unit gross kWh savings
- g. Unit gross Therms savings
- h. Unit gross kW demand reduction
- i. Incremental Measure Cost
- j. Net to Gross Ratio
- k. Effective Useful Life
- l. Detailed end use classification (using classification scheme in section 5)
- m. Quantity Installed during report period
- n. Quantity Committed during report period
- o. Rebate amount paid
- p. Market Sector classification (using classification scheme in section 5)
- q. Market Segment classification (using classification scheme in section 5)

**3.3 Expenditures** for the program per cost (Section 6 below contains a list of allowable costs)

- a. Program Budget
- b. Total Expenditures
  - Administrative Cost
  - Marketing/Advertising/Outreach Costs
  - Direct Implementation Cost

**3.4 GBI Report** – Progress towards achieving goals of the Green Building Initiative, if applicable (Cumulative results)

- a. Estimate of expenditures on program activities that contribute towards GBI goals (including both public and non-public commercial participants)
- b. Net cumulative achieved kW, kWh and Therm savings contributing towards GBI goals.
- c. Net achieved kW, kWh and Therm savings contributing towards GBI goals for the quarter.
- d. A description of non-resource program activities that support the Green Building Initiative, including marketing and outreach activities.
- e. Estimate of square footage affected by program activities supporting the Green Building Initiative
- f. Items b, c and e above disaggregated by:
  - 2-digit NAICS code
  - Aggregated end use classification (using classification scheme in section 5)

**3.5 Program Narratives** – For the program, a description of the program activities occurring during the quarter.

- a. Administrative activities
- b. Marketing activities
- c. Direct Implementation activities
- d. Partner’s assessment of program performance and program status (is the program on target, exceeding expectations, or falling short of expectations, etc.)

- e. Discussion of changes in program emphasis (new program elements, less or more emphasis on a particular delivery strategy, program elements discontinued, measure discontinued, etc.)
- f. Discussion of near term plans for program over the coming months (i.e., marketing and outreach efforts that are expected to significantly increase program participation, etc.)
- g. Changes to staffing and staff responsibilities, if any
- h. Changes to contacts, if any
- i. Changes to subcontractors and subcontractor responsibilities, if any
- j. Number of Customer complaints received
- k. Program Theory and Logic Model if not already provided in the program's implementation plan, or if revisions have been made.

3.6 Partner will provide additional data or information as required by the CPUC.

#### 4. Annual Reports

The Partner will provide the required information and data to be aggregated to the portfolio and reported per the Annual Reporting Requirements Manual Version 4 (RRM4) (Attachment C to Administrative Law Judge Ruling of August 8, 2007) and subsequent revisions for 2009-2011.

Partner will be required to fulfill these reporting obligations for their program.

#### 5. Reporting Terminology Definitions

**Program Budget** – The Program budget is the Partner's total program budget as authorized by the Contract.

**Direct Implementation Expenditures** – Costs associated with activities that are a direct interface with the Customer or Program participant or recipient (i.e., Partner receiving training). *(Note: This is still an open issue, the items included in this definition may be changed by the CPUC pending discussion on the application of the State's Standard Practice Manual.)*

**Report Month** – The month for which a particular Monthly Report is providing data and information. For example, a report covering the month of July 2006, but prepared and delivered later than July 2006, would still be titled July 2006.

**Program Strategy** – The method deployed by a program in order to obtain program participation.

**Program Element** – A subsection of a program, or body of program activities within which a single program strategy is employed. (Example: A body of program activities employing both an upstream rebate approach and a direct install approach represents two discrete program elements.)

#### 6. Measure Classification

##### Measure End-Use Classification

Each Energy Efficiency measure reported shall be classified into one of the following end-use categories:

##### *Residential End Uses*

##### *Detailed End Use*

Clothes Dryer  
 Clothes Washer  
 Consumer Electronics  
 Cooking  
 Dishwasher  
 Other Appliance  
 Building Shell

##### *Aggregated End Use*

Appliances  
 Appliances  
 Consumer Electronics  
 Cooking Appliances  
 Appliances  
 Appliances  
 HVAC

Space Cooling	HVAC
Space Heating	HVAC
Interior Lighting	Lighting
Exterior Lighting	Lighting
Pool Pump	Pool Pump
Freezers	Refrigeration
Refrigeration	Refrigeration
Water Heating	Water Heating
Other (User Entered Text String Description)	Other

***Nonresidential End Uses***

<b><i>Detailed End Use</i></b>	<b><i>Aggregated End Use</i></b>
Building Shell	HVAC
Space Cooling	HVAC
Space Heating	HVAC
Ventilation	HVAC
Daylighting	Lighting
Interior Lighting	Lighting
Exterior Lighting	Lighting
Office Equipment	Office
Compressed Air	Process
Cooking	Process
Food Processing	Process
Motors	Process
Process Cooling	Process
Process Heat	Process
Process Steam	Process
Pumps	Process
Refrigeration	Refrigeration
Other (User Entered Text String Description)	Other

**Measure Market Sector/Market Segment Classification**

Where reports require market sector or market segment classification, the following classification scheme shall be used:

<b><i>Market Sector</i></b>	<b><i>Market Segment</i></b>
Residential	NA
Single Family	NA
Multi Family	NA
Mobile Homes	NA
Nonresidential	NAICS CODE (greater than 2 digit not required)
Commercial	NAICS CODE (greater than 2 digit not required)
Industrial	NAICS CODE (greater than 2 digit not required)
Agricultural	NAICS CODE (greater than 2 digit not required)
Unknown	NA

## 7. Allowable Costs

<b>Allowable Costs Table</b>	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for bill-payer funded Energy Efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to PG&amp;E, the program administrator. If there is a desire to include additional Allowable Cost elements, PG&amp;E should be contacted in order for the administrator to seek approval from the CPUC.</p>	
	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
<b>Administrative Cost Category</b>	
	<b>Managerial and Clerical Labor</b>
	Subcontractor Labor - Clerical
	Subcontractor Labor - Program Design
	Subcontractor Labor - Program Development
	Subcontractor Labor - Program Planning
	Subcontractor Labor - Program/Project Management
	Subcontractor Labor - Staff Management
	Subcontractor Labor - Staff Supervision
	<b>Human Resource Support and Development</b>
	Subcontractor Labor- Human Resources
	Subcontractor Labor - Staff Development and Training
	Subcontractor Benefits - Administrative Labor
	Subcontractor Benefits - Direct Implementation Labor
	Subcontractor Benefits - Marketing/Advertising/Outreach Labor
	Subcontractor Payroll Tax - Administrative Labor
	Subcontractor Payroll Tax - Direct Implementation Labor
	Subcontractor Payroll Tax - Marketing/Advertising/Outreach Labor
	Subcontractor Pension - Administrative Labor
	Subcontractor Pension - Direct Implementation Labor
	Subcontractor Pension - Marketing/Advertising/Outreach Labor
	<b>Travel and Conference Fees</b>
	Subcontractor - Conference Fees
	Subcontractor Labor - Conference Attendance
	Subcontractor - Travel - Airfare
	Subcontractor - Travel - Lodging
	Subcontractor - Travel - Meals
	Subcontractor - Travel - Mileage
	Subcontractor - Travel - Parking
	Subcontractor - Travel - Per Diem for Misc. Expenses
	<b>Overhead (General and Administrative) - Labor and Materials</b>
	Subcontractor Equipment Communications
	Subcontractor Equipment Computing
	Subcontractor Equipment Document Reproduction
	Subcontractor Equipment General Office
	Subcontractor Equipment Transportation
	Subcontractor Food Service
	Subcontractor Office Supplies
	Subcontractor Postage
	Subcontractor Labor - Accounting Support
	Subcontractor Labor - Accounts Payable
	Subcontractor Labor - Accounts Receivable
	Subcontractor Labor - Facilities Maintenance
	Subcontractor Labor - Materials Management
	Subcontractor Labor - Procurement
	Subcontractor Labor - Shop Services
	Subcontractor Labor - Administrative
	Subcontractor Labor - Transportation Services
	Subcontractor Labor - Automated Systems
	Subcontractor Labor - Communications
	Subcontractor Labor - Information Technology

<b>Allowable Costs Table</b>	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for bill-payer funded Energy Efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to PG&amp;E, the program administrator. If there is a desire to include additional Allowable Cost elements, PG&amp;E should be contacted in order for the administrator to seek approval from the CPUC.</p>	
	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
	Subcontractor Labor - Telecommunications
<b>Marketing/Advertising/Outreach Cost Category</b>	
	Subcontractor - Bill Inserts
	Subcontractor - Brochures
	Subcontractor - Door Hangers
	Subcontractor - Print Advertisements
	Subcontractor - Radio Spots
	Subcontractor - Television Spots
	Subcontractor - Website Development
	Subcontractor Labor - Marketing
	Subcontractor Labor - Media Production
	Subcontractor Labor - Business Outreach
	Subcontractor Labor - Customer Outreach
	Subcontractor Labor - Customer Relations
<b>Direct Implementation Cost Category</b>	
	<b>Financial Incentives to Customers</b>
	<b>Activity - Direct Labor</b>
	Subcontractor Labor - Facilities Audits
	Subcontractor Labor - Curriculum Development
	Subcontractor Labor - Customer Education and Training
	Subcontractor Labor - Customer Equipment Testing and Diagnostics
	<b>Installation and Service - Labor</b>
	Subcontractor Labor - Customer Equipment Repair and Servicing
	Subcontractor Labor - Customer Equipment Repair and Servicing
	<b>Direct Implementation Hardware and Materials</b>
	Subcontractor - Direct Implementation Literature
	Subcontractor - Education Materials
	Subcontractor - Energy Measurement Tools
	Subcontractor - Installation Hardware
	Subcontractor - Audit Applications and Forms
	<b>Rebate Processing and Inspection - Labor and Materials</b>
	Subcontractor Labor - Field Verification
	Subcontractor Labor - Rebate Processing
	Subcontractor - Rebate Applications



# EXHIBIT J - AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF

SUBMITTED TO THE FOLLOWING.

Please check all that apply:

- |                               |                                   |
|-------------------------------|-----------------------------------|
| <input type="checkbox"/> PG&E | <input type="checkbox"/> SoCalGas |
| <input type="checkbox"/> SCE  | <input type="checkbox"/> SDG&E    |

THIS IS A LEGALLY BINDING CONTRACT. READ IT CAREFULLY  
(Please Print or Type)

I, \_\_\_\_\_  
NAME TITLE (IF APPLICABLE)

of \_\_\_\_\_ (Customer) have the following mailing address  
NAME OF CUSTOMER OF RECORD

\_\_\_\_\_, and do hereby appoint  
MAILING ADDRESS CITY STATE ZIP

of \_\_\_\_\_  
NAME OF THIRD PARTY MAILING ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

to act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:

**ACCOUNTS INCLUDED IN THIS AUTHORIZATION:**

1. \_\_\_\_\_  
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER
2. \_\_\_\_\_  
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER
3. \_\_\_\_\_  
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

**INFORMATION, ACTS AND FUNCTIONS AUTHORIZED** – This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken. In certain instances, the requested act or function may result in cost to you, the Customer. Requests for information may be limited to the most recent 12 month period.

I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions (initial all applicable boxes):

- 1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility<sup>1</sup>.
- 2. Request and receive copies of correspondence in connection with my account(s) concerning (initial all that apply):
  - a. Verification of rate, date of rate change, and related information;
  - b. Contracts and Service Agreements;
  - c. Previous or proposed issuance of adjustments/credits; or
  - d. Other previously issued or unresolved/disputed billing adjustments.
- 3. Request investigation of my utility bill(s).
- 4. Request special metering, and the right to access interval usage and other metering data on my account(s).
- 5. Request rate analysis.
- 6. Request rate changes.
- 7. Request and receive verification of balances on my account(s) and discontinuance notices.

<sup>1</sup> The Utility will provide standard Customer information without charge up to two times in a 12-month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.

**EXHIBIT J - AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF**

I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT TO ACT ON MY BEHALF ON THE FOLLOWING BASIS<sup>2</sup> (initial one box only):

<sup>2</sup>If no time period is specified, authorization will be limited to a one-time authorization

- One time authorization only (limited to a one-time request for information and/or the acts and functions specified above at the time of receipt of this Authorization).
- One year authorization - Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the twelve month period from the date of execution of this Authorization.
- Authorization is given for the period commencing with the date of execution until \_\_\_\_\_ (Limited in duration to three years from the date of execution.) Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the authorization period specified herein.

**RELEASE OF ACCOUNT INFORMATION:**

The Utility will provide the information requested above, to the extent available, via any one of the following. My (Agent) preferred format is (check all that apply):

- Hard copy via US Mail (if applicable).
- Facsimile at this telephone number: \_\_\_\_\_
- Electronic format via electronic mail (if applicable) to this e-mail address: \_\_\_\_\_

I (Customer), \_\_\_\_\_ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I further certify that my Agent has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. I understand the Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize the Utility to release the requested information on my account or facilities to the above Agent who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request. [This form must be signed by someone who has authority to financially bind the Customer (for example, CFO of a company or City Manager of a municipality).]

_____ AUTHORIZED CUSTOMER SIGNATURE	_____ TELEPHONE NUMBER
Executed this _____ day of _____	at _____
MONTH      YEAR	CITY AND STATE WHERE EXECUTED

I (Agent), hereby release, hold harmless, and indemnify the Utility from any liability, claims, demand, causes of action, damages, or expenses resulting from, or relating to, the use of Customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes.

_____ AGENT SIGNATURE	_____ TELEPHONE NUMBER
_____ COMPANY	
Executed this _____ day of _____	
MONTH      YEAR	

**DOCUMENTO DE PRUEBA J – AUTORIZACIÓN PARA RECIBIR INFORMACIÓN DE UN CLIENTE O ACTUAR EN REPRESENTACIÓN DE UN CLIENTE**

**PRESENTADO ANTE LOS SIGUIENTES.**  
 Por favor, marque todas las respuestas correspondientes:

<input type="checkbox"/> PG&E	<input type="checkbox"/> SoCalGas
<input type="checkbox"/> SCE	<input type="checkbox"/> SDG&E

EL PRESENTE ES UN CONTRATO JURÍDICAMENTE VINCULANTE. LÉALO DETENIDAMENTE  
 (Por favor, escriba a máquina o con letra de imprenta)

Yo \_\_\_\_\_  
NOMBRE PUESTO (SI ES PERTINENTE)

de \_\_\_\_\_ (Cliente) tiene la siguiente dirección postal  
NOMBRE DEL CLIENTE REGISTRADO

, y a través del presente designo a

\_\_\_\_\_  
DIRECCIÓN POSTAL CIUDAD ESTADO CÓDIGO POSTAL

de \_\_\_\_\_  
NOMBRE DEL TERCERO DIRECCIÓN POSTAL

\_\_\_\_\_  
CIUDAD ESTADO CÓDIGO POSTAL

para actuar como mi agente y asesor (Agente) para la(s) cuenta(s) que aparece(n) listada(s) y en las categorías indicadas más adelante:

**CUENTAS INCLUIDAS EN ESTA AUTORIZACIÓN:**

1. \_\_\_\_\_  
DIRECCIÓN DEL SERVICIO CIUDAD NÚMERO DE CUENTA DEL SERVICIO
2. \_\_\_\_\_  
DIRECCIÓN DEL SERVICIO CIUDAD NÚMERO DE CUENTA DEL SERVICIO
3. \_\_\_\_\_  
DIRECCIÓN DEL SERVICIO CIUDAD NÚMERO DE CUENTA DEL SERVICIO

(Para más de tres cuentas, por favor enumere las cuentas adicionales en una hoja de papel por separado y adjúntela a este formulario)

**INFORMACIÓN, FUNCIONES Y ACTOS AUTORIZADOS** – Esta autorización le proporciona autoridad al Agente. Subsecuentemente, el Agente debe suministrar instrucciones/solicitudes específicas por escrito (el uso de E-mail es aceptable) acerca de la(s) cuenta(s) particular(es) antes de que alguna información sea divulgada o una acción sea llevada a cabo. Bajo algunas circunstancias, la función o acto solicitado podría incurrir en un costo para usted, el cliente. Las solicitudes de información podrían estar limitadas al periodo de 12 meses más reciente.

Yo (Cliente) autorizo a mi Agente a actuar en representación mía en el desempeño de los siguientes actos y funciones específicos (escriba sus iniciales en todos los casilleros pertinentes):

- 1. Solicitar y recibir expedientes de facturación, el historial de facturación y todos los datos de medición del consumo que son utilizados para calcular el monto de las facturas de la totalidad de mi(s) cuenta(s), tal como se especifique en el presente, en relación con los servicios públicos suministrados por la Compañía de Servicios Públicos<sup>1</sup>.
- 2. Solicitar y recibir copias de correspondencia relacionada con mi(s) cuenta(s) relativas a (ponga sus iniciales en todas las respuestas pertinentes):
  - a. Verificación de tarifas, fecha de cambio de tarifas e información relacionada;
  - b. Contratos y Convenios de Servicio;
  - c. Emisión previa o propuesta de ajustes/créditos; o
  - d. Otros ajustes de facturación no resueltos/en disputa que hayan sido emitidos previamente.
- 3. Solicitar una investigación de mi(s) cuenta(s) de servicios públicos.
- 4. Solicitar una medición especial, y el derecho a tener acceso a información de consumo en intervalos y otra información de medición relacionada con mi(s) cuenta(s).
- 5. Solicitar un análisis de tarifas.

<sup>1</sup> La Compañía de Servicios Públicos proporciona información estándar sobre el cliente sin costo alguno hasta dos veces en un periodo de 12 meses por cuenta del servicio. Después de dos solicitudes en un año, comprendo que podría ser responsable de los cargos en lo que se podría incurrir para tramitar esta solicitud.

6. Solicitar modificaciones en las tarifas.

7. Solicitar y recibir verificación de los saldos de mi(s) cuenta(s) y notificaciones de interrupción del servicio.

**DOCUMENTO DE PRUEBA J - AUTORIZACIÓN PARA RECIBIR INFORMACIÓN DE UN CLIENTE O ACTUAR EN REPRESENTACIÓN DE UN CLIENTE**

YO (CLIENTE) AUTORIZO LA DIVULGACIÓN DE LA INFORMACIÓN SOBRE MI CUENTA Y AUTORIZO A MI AGENTE A ACTUAR EN REPRESENTACIÓN MÍA DE LA SIGUIENTE MANERA<sup>2</sup> (ponga sus iniciales únicamente en un casillero):

<sup>2</sup>Si no se especifica un límite de tiempo, la autorización estará limitada a una sola ocasión

Autorización para una ocasión únicamente (limitada a una sola solicitud de información y/o los actos y funciones especificados anteriormente al momento de recibir esta Autorización).

Autorización durante un año – Las solicitudes de información y/o para los actos y funciones especificados anteriormente serán aceptados y tramitados cada vez que sean solicitados dentro de un periodo de doce meses a partir de la fecha de firma de esta Autorización.

Se otorga la Autorización durante el periodo que inicia a partir de la fecha de firma de esta Autorización hasta \_\_\_\_\_ (Duración limitada a tres años a partir de la fecha de firma de esta Autorización.) Las solicitudes de información y/o para los actos y funciones especificados anteriormente serán aceptados y tramitados cada vez que sean solicitados dentro del periodo de vigencia de la Autorización especificado en el presente.

**DIVULGACIÓN DE LA INFORMACIÓN SOBRE LA CUENTA:**

La Compañía de Servicios Públicos proporcionará la información solicitada anteriormente, en el grado en el que esté disponible, a través de uno de los siguientes medios. El formato que prefiero (prefiere mi Agente) es (marque todas las respuestas correspondientes)

- Copia impresa a través del Servicio de Correos de Los EE.UU. (de ser pertinente).
- Documento por fax a este número telefónico: \_\_\_\_\_
- Formato electrónico a través de E-mail (de ser pertinente) a esta dirección de E-mail: \_\_\_\_\_

Yo (El Cliente), \_\_\_\_\_ (nombre del signatario autorizado en letra de imprenta), declaro bajo pena de perjurio según lo dispuesto por las leyes del Estado de California que estoy autorizado para firmar este documento en representación del Cliente Registrado que aparece indicado en la parte superior de este formulario, y que poseo la autoridad para obligar financieramente al Cliente Registrado. Asimismo, también certifico que mi Agente posee la autoridad para actuar en representación mía y solicitar la divulgación de información sobre las cuentas indicadas en este formulario y desempeñar los actos y funciones específicos indicados anteriormente. Comprendo que la Compañía de Srevicios Públicos se reserva el derecho de verificar toda solicitud de autorización presentada antes de divulgar información o desempeñar algún acto en representación mía. Autorizo a la Compañía de Servicio Público a divulgarle la información solicitada sobre mi cuenta o instalaciones al Agente mencionado anteriormente quien actúa en representación mía en lo relacionado con los asuntos indicados anteriormente. A través del presente, libero de responsabilidad e indemnizo a la Compañía de Servicios Públicos de toda responsabilidad, reclamación, demanda, antecedente de acción judicial, daño o gasto que pudiera resultar de: 1) cualquier divulgación de información a mi Agente de conformidad con esta Autorización; 2) el uso autorizado de esta información por parte de mi Agente; y 3) cualquier acción tomada por mi Agente de conformidad con esta Autorización, incluyendo modificaciones en las tarifas. Comprendo que puedo cancelar esta Autorización en cualquier momento con tan sólo presentar una solicitud por escrito. [Este formulario debe estar firmado por una persona que posea la autoridad de obligar financieramente al cliente (por ejemplo, el Director Financiero de un compañía o el Administrador Municipal de una municipalidad).]

\_\_\_\_\_  
FIRMA DEL CLIENTE AUTORIZADO

\_\_\_\_\_  
NÚMERO TELEFÓNICO

Firmado este día \_\_\_\_\_ de \_\_\_\_\_ de \_\_\_\_\_  
MES AÑO

en \_\_\_\_\_  
CIUDAD Y ESTADO DONDE ES FIRMADO

Yo (El Agente), a través del presente libero de responsabilidad e indemnizo a la Compañía de Servicios Públicos de toda responsabilidad, reclamación, demanda, antecedente de acción judicial, daño o gasto que pudiera resultar del uso de la información sobre el cliente obtenida de conformidad con esta autorización y de desempeñar cualquier acción de conformidad con esta autorización, incluyendo la modificación de las tarifas.

\_\_\_\_\_  
FIRMA DEL AGENTE

\_\_\_\_\_  
NÚMERO TELEFÓNICO

---

COMPañÍA

Firmado este día \_\_\_\_\_ de \_\_\_\_\_ de \_\_\_\_\_  
MES AÑO

## Exhibit K: Non-Disclosure and Use of Information Agreement

THIS AGREEMENT is by and between \_\_\_\_\_ ("Company"), \_\_\_\_\_ ("Undersigned") authorized employee of Company (together, Company and Undersigned are referred to as the "Recipient"), and PACIFIC GAS AND ELECTRIC COMPANY ("PG&E") on the date set forth below. Undersigned and Company agree as follows:

1. The Recipient acknowledges that in the course of performing services or work for PG&E, the Recipient will be given access to technical information and materials including, but not limited to, information relating to drawings, maps, reports, specifications and records and/or software, data, computer models, and related documentation, which are owned by PG&E, its parent company, subsidiaries or affiliates, and/or owned by third parties and in the possession of or licensed to PG&E, and which constitute valuable, confidential and proprietary information, know-how, and trade secrets, belonging to PG&E, its parent company, subsidiaries or affiliates and/or third parties (collectively, "Proprietary Information").
2. In consideration of being made privy to such Proprietary Information, and of the contracting for the Recipient's professional services by PG&E, the Recipient hereby shall hold the same in strict confidence, and not to 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. The Recipient agrees that all such Proprietary Information:
  - (a) Shall be used only for the purpose of providing services or work for PG&E; and
  - (b) Shall not be reproduced, copied, in whole or in part, 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 Undersigned therefrom, be returned to PG&E when no longer needed for the performance of Undersigned's services for PG&E.
3. The Recipient hereby agrees that any third parties owning any Proprietary Information are express third party beneficiaries of this Agreement.
4. The Recipient hereby acknowledges and agrees that because (a) an award of money damages is inadequate for any breach of this Agreement 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 Agreement, 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 Agreement 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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature of Authorized Agent of Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit L: Contractor, Consultant, and Supplier Code of Conduct**



PG&E Contractor  
Consultant and Suppl

## **Exhibit M: Definitions**

1. The definition of “Change Order”, “Local Government Partner” or “LGP” “Contract”, “Party” or “Parties”, “PG&E”, “Subcontract”, “Subcontractor”, “Work”, as used in the Contract shall be as defined in the General Conditions. The definitions found in the General Conditions, are supplemented with the terms defined below solely for these Specific Conditions attached hereto and incorporated herein:
  - a. “Audit” or “Energy Audit” shall mean an objective and structured assessment of existing energy consuming systems within a Customer’s place of business, for the sole purpose of identifying no-cost/low-cost facility or Customer operational improvements and Measure investments which can save energy and/or reduce energy demand.
  - b. “Average Demand (kW)” means the average kW consumed during a twelve (12)-month period for a given Customer service agreement which has, and is, billed on a demand meter.
  - c. “Commitment” means a written commitment to disburse payment upon the satisfaction, occurrence or the execution and delivery of specified Project/Measures. A commitment must include the following elements: 1) A signed agreement between the Partner and the Customer that describes the Project/Measures to be installed at the Customer premise(s), including estimated energy savings and incentive payments; 2) signature by the Parties with the authority to commit funds and resources to complete the Project; and 3) the time frame for the following Project milestones: a) at least 50% of equipment (by cost) is ordered, and b) date that Project will be installed and operational.
  - d. “PG&E Program Manager” means the PG&E authorized representative responsible for administering this Contract; monitoring Contract activities, Deliverables and expenses for PG&E; and authorizing invoices for payment.
  - e. “Consultant” shall have the same meaning as Implementer or Contractor, i.e., the party or parties entering into a Contract with LGP or PG&E for the Work.
  - f. “Cost-Effectiveness” means the indicator of the relative performance or economic attractiveness of any energy efficient investment or practice when compared to the costs of energy produced and delivered in the absence of such an investment.
  - g. “CPUC” or “Commission” means the California Public Utilities Commission.
  - h. “Cream Skimming” means the pursuit of only the lowest cost or most cost-effective Energy Efficiency Measures, while forgoing or declining other cost-



effective opportunities. The determination by PG&E in its sole and absolute discretion that Cream Skimming has resulted in the loss of such opportunities shall be conclusive for the purposes of this Contract.

- i. “Customer” means a residence or business receiving electric and/or gas distribution service from PG&E and paying the Public Goods Charge.
- j. “Deliverables” shall mean tangible Work products to be provided to PG&E Program Manager for review, approval and documentation of work.
- k. “Demand Response” (DR) means activities or equipment that induce consumers to use energy at different (lower cost) times of day or to interrupt energy use for certain equipment temporarily, usually in direct response to a price signal.
- l. “Direct Install” means programs that provide for the direct installation of hardware through Consultants with zero cost to Customers. Hybrids of this approach exist in the market (see Direct Install-Hybrid).
- m. “Direct Install-Hybrid” means programs that provide for the direct installation of hardware through consultants with partial or full installed first cost assistance but which include a creative financing plan, including, but not limited to a Customer co-payment or shared savings element.
- n. “Distributed Generation” (DG) means mall-scale electric generating technologies installed at or near an end-user’s location. May also be referred to as “distributed energy resources” or “distributed resources.”
- o. “Double-Dipping” means taking advantage of multiple financial incentives offered by multiple programs for undertaking only one activity.
- p. “Dual Test” means the requirement that an Energy Efficiency activity pass both the TRC and the PAC Tests.
- q. “Emerging Technologies” means new energy efficiency technologies, systems, or practices that have significant energy savings potential but have not yet achieved sufficient market share (for a variety of reasons) to be considered self sustaining or commercially viable. Emerging technologies include early prototypes of hardware, software, design tools or energy services that if implemented will result in energy savings.
- r. “Energy Efficiency” means 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 reasonably perceived by the Customer.

- s. “Energy Efficiency Measure”, “Measure”, or “EEM” means an energy using appliance, equipment, control system, practice (other than practices that rely solely on behavioral changes, such as turning off lights), or design improvement whose installation or implementation results in reduced energy use (purchased from the distribution utility) while 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 this solicitation, solar water heating is an eligible Energy Efficiency measure, provided that it passes the Dual Test of Cost Effectiveness on a stand-alone basis.
- t. “Installed and Verified” means the savings resulting from installed equipment, verified according to the PG&E-approved Quality Assurance/Quality Control Plan (QA/QC) and approved in writing by PG&E.
- u. “IOU” means an investor owned utility, including, but not limited, to Pacific Gas and Electric Company (“PG&E”). For the purposes of these Specific Conditions and unless indicated otherwise, all references to an IOU shall mean PG&E.
- v. “kW” shall mean one kilowatt of electricity.
- w. “kWh” shall mean one kilowatt-hour of electricity.
- x. “Legacy Projects” means Projects identified or having some activity which may move the Customer to action, prior to the Program Launch.
- y. “Load Management” means the programs which reduce or shift electric peak demand away from periods of high cost electricity to non-peak or lower cost time periods, with a neutral effect on or negligible increase in electric use.
- z. “Lost Opportunity” means the occurrence when a Customer does not install an Energy Efficiency Measure that is cost-effective at the time, but whose installation is unlikely to be cost-effective if the Customer attempts to install the same measure later.
- aa. “Maximum Demand (kW)” means the highest demand (measured in kW), for a given Customer service agreement, over a 12 month period for those Customers who have, and are, billed on a demand meter.
- bb. “Net July-Sept Peak Savings” (kW) means the sum across all Measures of their average July through September coincident peak reductions. Peak is based on units installed in each year, regardless of the actual quarter of installation. For hourly load shapes, coincident peak is defined as the load

during the five highest system load hours in each month. For time-of-use based load shapes, coincident peak is the summer on-peak kW reduction. The value shall also be adjusted for the net to gross ratio.

- cc. “New Construction” will be based on a case by case basis, at PG&E’s sole and absolute discretion, using the guidelines in Exhibit A. New Construction may be defined as : (1) new building projects wherein no structure or site footprint presently exist; (2) addition or expansion of an existing building or site footprint; or (3) addition of new load, as in the example of an existing site adding a new process.
- dd. “Nonresidential” means facilities used for business, commercial, agricultural, institutional, and industrial purposes.
- ee. “Program Administrator Cost (“PAC”) Test” means the measurement of the net resource benefits from the perspective of all ratepayers by combining the net benefits of the program to participants and non-participants. The net resource benefits are calculated by subtracting the costs of the Measures/equipment installed and the costs incurred by the program administrator (including any financial incentives or rebates paid to the participants but not including the costs incurred by the participating Customer) from the costs of the supply-side resources eliminated or deferred. The PAC Test results are those resulting from the Final, Approved Avoided Cost Calculator Workbook attached as Exhibit B.
- ff. “Program Launch” means the date on which a program is accepting Customer applications.
- gg. “Project” means the installation of Measures at a Customer facility.
- hh. “Public Goods Charge” means non by passable systems benefit surcharges imposed on retail electric and gas customers to fund energy efficiency, renewable energy, and research, development and demonstration, and low income assistance programs.
- ii. “Rebate” or “Incentive” means the monetary amount paid to the Customer in order to obtain a specific act, typically the installation of Energy Efficiency equipment.
- jj. “Records” means documents stating or supporting results achieved or providing evidence of activities performed. Records may vary depending on scope of work and program goals but include any documents that demonstrate conformance to program requirements, including but not be limited to, completed and signed Customer applications, trending data, energy savings calculations, training rosters and subject matters, QA/QC inspection data, proof of incentives paid to Customers, project cost data, final approved

program documents (QA/QC Plan, Policies and Procedures manuals, marketing materials), Customer forms indicating that Customer has not received other incentives for the measure(s) (described in Section 2.3 Prevention of Double-Dipping), along with evidence of PG&E approval thereof, audits, and any other documents demonstrating compliance to the conditions of the contract.

- kk. “Residential” means existing single family residences, multi-family dwellings, whether master-metered or individually metered, (defined as dwellings of five units or more with at least one wall or ceiling in common), and buildings that are essentially residential but used for commercial purposes, including, but not limited to, time shares, vacation homes, etc.
- ll. “Retrofit“ means a Project that address the needs of existing occupants and the equipment selection is based upon the needs for compatibility with existing conditions. Retrofits cannot include the moving or removal/addition of interior walls. The determination as to whether a Project is a Retrofit or New Construction will be based on a case by case basis, at PG&E’s sole and absolute discretion, using the guidelines in Exhibit A.
- mm. “Service Territory” means the geographical area served by PG&E.
- nn. “Total Program Net kW Savings” means the “User Entered” kW savings associated with Measures implemented by Partner and approved by PG&E. For the purposes of this definition, savings are determined ex ante and will not be modified ex poste. Net savings are those resulting from the Final, Approved Avoided Cost Calculator Workbook attached as Exhibit B.
- oo. “Total Program Net kWh Savings” means the annual net kWh savings associated with Measures implemented by Partner and approved in writing by PG&E. For the purposes of this definition, savings are determined ex ante and will not be modified ex poste. Net savings are those resulting from the Final, Approved Avoided Cost Calculator Workbook attached as Exhibit B.
- pp. “Total Resource Cost (“TRC”) Test” means the measurement of the net resource benefits from the perspective of all ratepayers by combining the net benefits of the program to participants and non-participants. The net resource benefits are calculated by subtracting the costs of the Measures/equipment installed and the costs incurred by the program administrator (including the costs incurred by the participating Customer but not including the costs incurred for financial incentives or rebates paid to the participants) from the costs of the supply-side resources eliminated or deferred. The TRC Test results are those resulting from the Final, Approved Avoided Cost Calculator Workbook attached as Exhibit B.

- qq. “User Entered kW” means the kW value enter in the “user entered kW” field of the Approved Avoided Cost Calculator Workbook. It is the Summer peak period kW reduction attributable to installation of one unit of the measure. It is used for reporting kW reductions.

## ***Exhibit N: Marketing Materials and Media Tools and Resources***

