



ATTACHMENT 1

THIRD PARTY ENERGY EFFICIENCY

LOCAL GOVERNMENT PARTNERSHIP

PROGRAM REQUIREMENTS

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1 INTRODUCTION

1.1 BACKGROUND

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

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

1.2 PG&E REVISED PORTFOLIO STRUCTURE

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

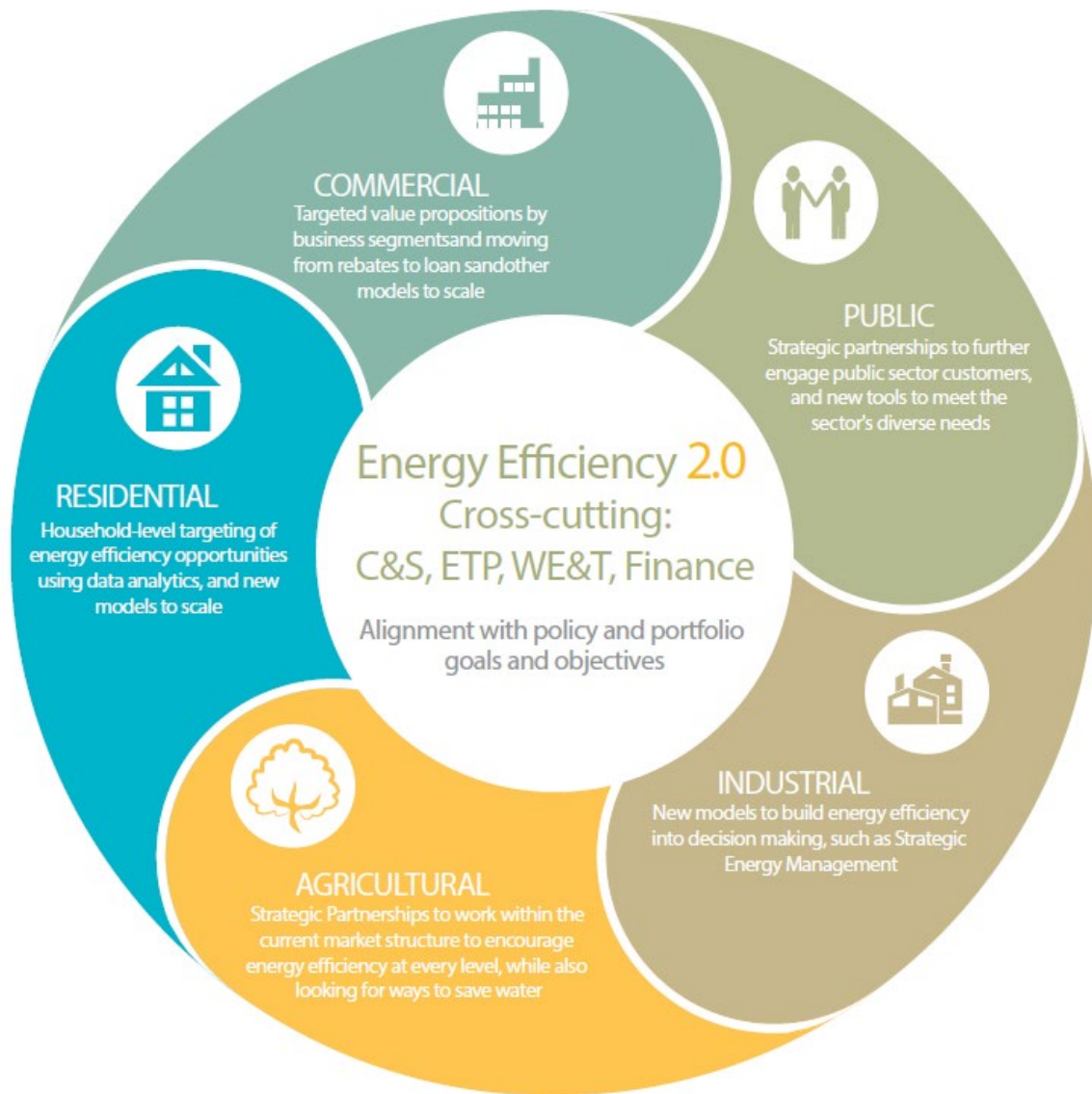


Figure 1.2 – PG&E's EE Revised Portfolio Focus Areas.

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

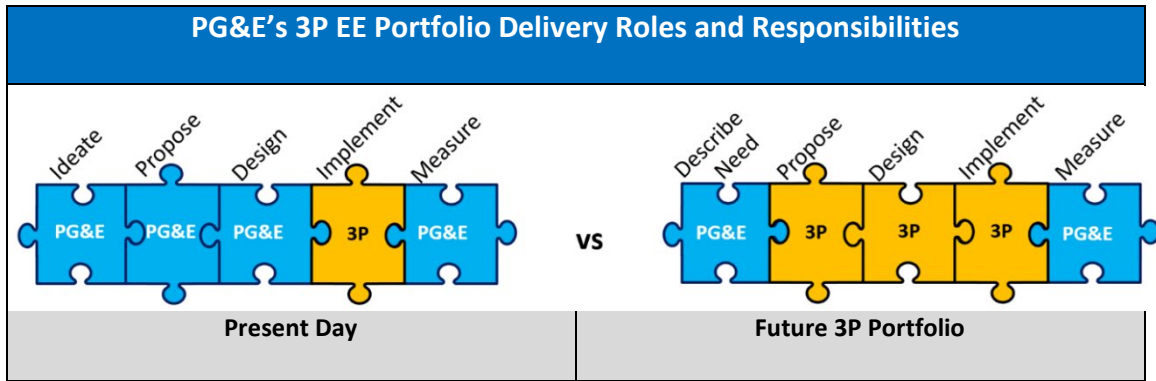


Figure 1.3 – 3P Implementer Role in EE Programs.

1.3 VISION FOR LGP PROGRAMS

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

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

1.4 PG&E PORTFOLIO ADMINISTRATION

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

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

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

1.4.1 PG&E Manager's Responsibilities

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

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

1.4.2 Implementer Representative

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

2 IMPLEMENTER PROGRAM REQUIREMENTS

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

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

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

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

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

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

2.1 LGP PROGRAM OVERVIEW

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

2.2 IMPLEMENTER'S PROGRAM ALL INCLUSIVE TOTAL BUDGET

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

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

² Energy Efficiency Policy Manual v6 (April 2020)

categorizations.

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

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

2.2.2 Implementer's Program Approved Annual Funding Allowance

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

2.2.3 Implementer Program Budget Adjustments

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

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

2.3 IMPLEMENTER NON-RESOURCE PROGRAM DESIGN

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

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

2.3.1 Implementer's Program Changes

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

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

2.3.2 Geographic Areas and Customers Served by the Program

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

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

2.3.3 Cost Effectiveness

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

2.3.4 LGP Desired Outcomes

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

Table 2.1 – Desired Program Outcomes and Needs

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

³OP 1 and 2.

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

2.4 PROGRAM MANAGEMENT & RISK

2.4.1 Program Management Approach & Schedule

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

2.4.2 Risk Management Approach

Implementer shall identify potential major risks and obstacles to successful program

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

2.5 OUTREACH & ACQUISITION

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

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

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

2.5.1 PG&E Support Services

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

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

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

Table 2.2 – PG&E Minimum Program Support Services

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

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

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

In the event prior to or after the execution of this Agreement, PG&E and Implementer may agree to additional PG&E Support Services based on Implementer's program needs. If PG&E provides such services, the Implementer's budget will be reduced to offset the costs of optional PG&E Support Services as mutually agreed.

2.6 COORDINATION WITH OTHER PROGRAMS

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

2.7 COMPENSATION & PERFORMANCE

2.7.1 Payment Structure

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

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

2.7.1.1 Time and Materials Labor Cost Structure

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

2.7.1.2 Deliverable and/or Milestone Cost Structure

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

2.8 KEY PERFORMANCE INDICATORS AND EVALUABILITY

2.8.1 Key Performance Indicators

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

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

were not achieved and the steps (and timeline for those steps) Implementer shall take to remediate and achieve its KPI(s) in a timely manner.

2.8.2 LGP Performance Data Collection Plan

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

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

2.8.3 Other Program Metrics

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

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

Implementer shall:

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

2.8.4.1 To the extent applicable and throughout the Term, PG&E may identify new net lifecycle energy savings estimates, net-to-gross ratios, effective useful lives, or other values that may alter Program net lifecycle Energy Savings. Implementer shall use CPUC approved values upon PG&E's request and PG&E will negotiate

with Implementer as needed to modify Implementer's Program budget and/or overall Program Energy Savings consistent with the requested change.

- 2.8.4.2 Implementer shall comply with all CPUC directives regarding Program EM&V and must fulfill all EM&V activities as may be required by the CPUC.
- 2.8.4.3 If required by the CPUC to support EM&V activities, Implementer shall cooperate fully with the CPUC EM&V contractor and subcontractors and provide all requested information, if any, to assure the timely completion of all Plan Tasks requiring Implementer involvement or cooperation.
- 2.8.4.4 Implementer shall cooperate with any PG&E-administered process evaluation or review. For some activities, Implementer may be reimbursed for reasonable costs associated with PG&E-administered process evaluations during the contract performance period. PG&E may review and negotiate with Implementer as needed to finalize any process evaluation scope and budget, and amend the Parties Agreement as may be required in accordance with PG&E's Change Order procedures.
- 2.8.4.5 For EM&V efforts or any financial or operational audit, Implementers shall make available to PG&E upon demand, full program descriptions, and detailed descriptions of data tracking systems, baseline conditions, and detailed participant data including financial assistance amounts. For EM&V reporting, Implementer shall use definitions of terms supplied by PG&E (including, without limitation thereto, definitions of residential, non-residential, retrofit, new construction).

2.9 PROGRAM INNOVATION

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

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

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

2.11 HTR / DAC CUSTOMERS (IF APPLICABLE)

The Commission has adopted policies and performance metrics that encourage PAs and Implementers to encourage hard-to-reach ("HTR") customers and customers in

disadvantaged communities (“DACs”) to participate in EE program opportunities.

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

2.11.1 Implementer HTR Program Approaches

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

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

2.11.2 Implementer DAC Program Approaches

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

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

2.11.3 Method for Calculating Co-Benefits and Economic Development Benefits of

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

Programs in Disadvantaged Communities and/or for Hard-to-Reach Customers

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

2.12 IMPLEMENTER PROGRAM REGULATORY COMPLIANCE REQUIREMENTS

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

2.13 PROGRAM TEAM

In Attachment 2, Implementer shall detail the team composition and credentials of key program personnel including the program manager that will lead implementation and the steady-state operations of the program and team leads from each firm subcontracted. Implementer shall notify PG&E in writing 5 business days prior to implementing personnel changes for PG&E's review and approval.

3 OTHER PROGRAM REQUIREMENTS

3.1 CONTRACTOR'S LICENSES

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

3.2 PREVAILING WAGE REQUIREMENTS

To the extent applicable, Implementer is required to adhere to prevailing wage and other labor requirements as required by law. EE funds may constitute a payment of public funds

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

3.3 REGULATORY WORKFORCE STANDARDS REQUIREMENTS

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

At all times during the Agreement Term and to the extent applicable, Implementer shall comply with, and shall cause its Implementer Parties to comply with the applicable CPUC mandated Workforce Standards which shall be included in the Attachment 2 and Implementer's Final Implementation Plan. Prior to commencement of any Services, once per calendar year, and at any other time as may be requested by PG&E, Implementer shall provide all documentation necessary to demonstrate to PG&E's reasonable satisfaction that Implementer has complied with the Workforce Standards.

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

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

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

- a. Completed an accredited HVAC apprenticeship.
- b. Is enrolled in an accredited HVAC apprenticeship.
- c. Completed at least five years of work experience at the journey level according to the Department of Industrial Relations definition, Title 8, Section 205, of the California

Code of Regulations, passed a practical and written HVAC system installation competency test, and received credentialed training specific to the installation of the technology being installed.

- d. Has a C-20 HVAC contractor license issued by the California Contractor's State Licensing Board.

This standard shall not apply where the incentive is paid to any manufacturer, distributor, or retailer of HVAC equipment, unless the manufacturer, distributor, or retailer installs or contracts for the installation of the equipment.

b. For Advanced Lighting Control Programs or Projects:

For all Program Projects and for each Measure, installed in a non-residential setting where the advance lighting control project is seeking an energy efficiency incentive of \$2,000 or more, Implementer shall ensure that all workers or technicians involved in the project are certified by the California Advanced Lighting Controls Training Program. This requirement shall not apply where the incentive is paid to a manufacturer, distributor, or retailer of lighting controls unless the manufacturer, distributor, or retailer installs or contracts for installation of the equipment.

3.3.2 General Workforce Standards

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

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

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

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

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

It is PG&E's policy that small and diverse businesses shall have the maximum practicable

opportunity to participate in providing the goods and services purchased by PG&E. Small and diverse businesses include Diverse Business Enterprises (“DBEs”), Small Business Enterprises (“SBEs”); and Women, Minority, Disabled Veteran and Lesbian, Gay, Bisexual, and Transgender Business Enterprises (“WMDVLGBTBEs”).

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

3.4.2 Disadvantaged Workers

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

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

3.5 RIGHTS TO ACCESS CUSTOMER SITES

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

3.6 PROGRAM COORDINATION WITH OTHER PROGRAM ADMINISTRATORS

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

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

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

3.7 QUALITY ASSURANCE PROCEDURES

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

3.8 BILLING, ENERGY USE, AND PROGRAM TRACKING DATA

Implementer shall comply with and timely cooperate with all CPUC directives, activities, and requests regarding the Program and Project evaluation, measurement, and verification (EM&V), and Rolling Portfolio sector and implementation plan metrics.

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

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

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

Implementer shall include the following Direct Services be provided to PG&E under

Implementer's LGP EE Program, which shall include, but are not limited to the following tasks:

4.1 TASK 1 – PROGRAM IMPLEMENTATION

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

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

4.1.1 Security Review to Receive PG&E Data

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

4.1.2 Program Plans, Documents and Materials

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

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

4.1.3 Program Implementation Plan

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

- CPUC policy updates,
- PG&E Resource Savings Rulebook updates,

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

- Portfolio budget or other Commission directed changes,
- requested Program changes by Implementer and approved by PG&E, and
- requested Program changes by PG&E and approved by Implementer.

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

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

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

4.1.4 Program Management Plan

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

4.1.4.1 Work Plan

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

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

4.1.4.2 Marketing Plan

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

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

Marketing tasks to be performed and an associated timeline,

- Program Web site structure and content (as applicable),

- How Implementer shall involve PG&E staff and other resources to promote the Program, and
- How Implementer shall market the Program in all geographic areas served by the Implementer.

4.1.4.3 Program Policies and Procedures Manual

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

- Detail how the Program will comply with the applicable statewide policy manuals and CPUC policy;
- To update the P&P Manual when relevant to ensure conformance with current CPUC policy updates;
- Certify the P&P Manual review has been completed in conjunction with monthly reporting and invoicing;
- A procedure for the resolution of customer issues (“Dispute Resolution Plan”) starting with Implementer’s staff and escalation to the PG&E PM and as specified in Section 4.5.2 (“Address and Resolve All Customer Issues”).
- Provide a change history addendum to the P&P Manual documenting the “list of affected pages” with each update;
- Provide an electronic copy of the P&P Manual and change history addendum to the PG&E PM with each update.

4.1.4.4 Program Data Plan

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

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

4.1.5 Program Coordination with Other Program Administrators

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

Implementer shall support PG&E’s development of the annual Joint Cooperation Memo

defining how the program will coordinate with the Program Administrators listed in Section 3.6 (Program Coordination with Other Program Administrators).

4.1.6 Implementer Program Materials

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

4.1.6.1 Customer Program Participation Agreement

Implementer in performing its Services related to its engagement with Customers, requires Customer's signed Customer Program Participation Agreement ("PPA"). The PPA addresses the participation terms and conditions based on the Services offered and performed by the Implementer for the Customer. PG&E requires the PPA contain certain provisions as identified on Exhibit F. In the event, Implementer does not have such template PPA for their Program for which PG&E's specified provisions can be added, PG&E will work with Implementer to develop a PPA accordingly. Implementer's PPA Program template must be reviewed and approved in writing by the PG&E PM no later than the Program Launch Date. The PPA must be *signed by the customer prior* to the Implementer performing any services under its Program.

4.1.7 Training

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

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

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

conduct additional discussions and training on an as-needed basis as determined by PG&E PM.

4.1.8 Implement Program Marketing Plan

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

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

4.1.9 Energy Insight

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

- a. Project management and documentation as specified in the Program Policies and Procedures Manual including:
 - i. Providing pipeline visibility as requested by the PG&E PM;
 - ii. Input of all required fields, including but not limited to; participation of HTR customers;
 - iii. Quarterly updates of the KPI input form at end of each quarter as requested by PG&E's PM.
- b. Transfer of any and all confidential or customer information through EI or agreed upon secure transfer method:
 - i. Invoices, monthly/quarterly/annual reports, and KPIs to PG&E;
 - ii. Customer data that includes PII (Personally Identifiable Information, any two or more data points identifying a customer);
 - iii. Any other ad-hoc requests (data requests, accruals reports, program pipelines, etc.) by PG&E's PM.

- c. Other EI Implementer requirements:
- i. Attend all EI trainings as appropriate or requested by PG&E's PM;
 - ii. Follow the current EI procedures as made available through trainings, communications, and postings in EI groups;
 - iii. Follow EI Chatter protocol for all project-related and reportable communication among project stakeholders, excluding the customer;
 - iv. Join appropriate EI Chatter groups for training and procedural materials;
 - v. Promptly notify PG&E's PM of any anomaly or issue affecting project management in EI;
 - vi. Confirm monthly to PG&E's PM all Implementer's active and inactive EI users;
 - vii. Keep current all active user contact info in EI.

4.1.10 Task 1 Schedule of Deliverables

Deliverable	Draft Due Date	Final Due Date
Program Implementation Plan	No later than 30 calendar days following contract execution	Two weeks following receipt of PG&E PM's comments
The Work Plan from the PMP	No later than 15 calendar days following contract execution	One week following receipt of PG&E PM's comments
Program Management Plan	No later than 30 calendar days following contract execution	Two weeks following receipt of PG&E PM's comments
Program Materials	No later than 30 days following contract execution	Two weeks following receipt of PG&E PM's comments
Training Materials	No later than 45 days following contract execution	One week following receipt of PG&E PM's comments

4.2 TASK 2: PROGRAM MEETING AND PERFORMANCE REVIEWS

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

4.2.1 Kickoff Meeting

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

Implementer for this Program.

4.2.2 Regularly Scheduled Program Meetings

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

4.2.3 Quarterly Program Performance Reviews

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

4.2.4 Annual Program Review and Realignment

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

4.2.5 Ad-hoc Meetings

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

4.2.6 Task 2 Schedule of Deliverables

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

meeting.

Deliverable	Due Date
Program Kick-off Meeting	Two weeks following contract execution, on a date mutually agreed upon
Monthly Program Meetings	Monthly, on a date mutually agreed upon
Quarterly Program Performance Reviews	The month following the quarter, on a date mutually agreed upon
Annual Program Performance Reviews	Annually, on a date agreed mutually upon
Ad-hoc Meetings	As requested by PG&E PM
Draft Presentation and Detailed Agenda: <ul style="list-style-type: none">• Kickoff Meeting• Quarterly Program Performance Meetings• Annual Program Performance Reviews	5 business days prior to the meeting
Final Presentation: <ul style="list-style-type: none">• Kickoff Meeting• Monthly Program Meetings• Quarterly Program Performance Meetings• Annual Program Performance Reviews	2 business days prior to meeting
Meeting Minutes	3 business days after the meeting

4.3 TASK 3 – PROGRAM PROJECT IMPLEMENTATION

Implementer shall work with the customer to deliver Program activities that support energy saving projects. Implementer shall facilitate the scheduling and delivery of all such activities. Prior to providing Services, Implementer shall require customer to sign a PPA template described and required above in Section 4.1.6.1. Program activities requiring

access to the customer's site, equipment or use of customer's information shall not occur until the customer has executed the PPA.

4.3.1 Documentation of Services Provided

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

4.4 TASK 4 – PREPARE REPORTS AND INVOICES

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

4.4.1 Monthly Invoice(s)

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

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

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

4.4.2 Monthly Forecast of Financial Commitments

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

4.4.3 Pipeline Report through Energy Insight

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

4.4.4 Key Performance Indicators (“KPI”) Reporting Data

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

4.4.5 Annual Forecast

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

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

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

4.4.7 CPUC Regulatory Reporting

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

4.4.8 Ad Hoc Reports & Additional Data

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

4.4.9 Final Program Report

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

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

4.4.10 Task 4 Schedule of Deliverables

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

4.5 TASK 5 - MANAGE CUSTOMER SATISFACTION

4.5.1 Perform Customer Feedback Surveys

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

4.5.2 Address and Resolve All Customer Issues

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

In Task 1 (Launch Program), as part of the Policies and Procedures Manual, Implementer shall develop and submit for review and approval by PG&E PM a plan to address customer issues (“Dispute Resolution Plan”) starting at the Implementer’s Program staff level and escalating up to the PG&E PM.

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

4.5.3 Task 5 Schedule of Deliverables.

Deliverable	Due Date
Customer Feedback Survey	15th calendar day of the month
Dispute Resolution Plan	30 calendar days following contract execution
Customer Service Log	15th calendar day of the month

4.6 TASK 6 – RAMP-DOWN PROGRAM

4.6.1 Program Ramp-Down

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

customers and submitted to PG&E PM within two weeks following PG&E's notification.

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

4.6.2 Task 6 Schedule of Deliverables

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

5 CORPORATE STRUCTURE AND CONSORTIA

5.1 PROGRAM EVALUATION CONTRACTORS AND CONSULTANTS

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

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

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

6 NOTICES

6.1 PG&E CONTACT

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

6.2 IMPLEMENTER CONTACT

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

7 APPENDIX A – DEFINED TERMS & ACRONYMS

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

ABAL: Annual Budget Advice Letter

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

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

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

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

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

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

Contract: See Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Examples of Innovative EE Programs:

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

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

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

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

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

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

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

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

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

¹ D.07-10-032, p. 62.

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

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

² See De.18-05-041, p. 38.

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

- **Additional References:**

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

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

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

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

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

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

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

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

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

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

Program: A collection of defined activities and measures that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Segment(s): See “Customer Segments”

Service Area: The geographical area served by a utility.

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

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

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

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

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

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

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

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

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

8 APPENDIX B - THIRD PARTY PROGRAM REGULATORY REQUIREMENTS

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

RELEVANT DECISIONS

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

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

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

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

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

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

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

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

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

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

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

Decision 16-08-019: Decision Providing Guidance for Initial EE Rolling Portfolio BP Filings

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

Decision 18-01-004: Decision Addressing Third Party Solicitation Process for EE Programs

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

Decision 18-05-041: Decision Addressing EE Business Plans

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

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

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

Decision 19-08-006: Decision Adopting Standard Contract for Energy Efficiency Local Government Partnerships

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

Decision 19-08-034: Decision Adopting Energy Efficiency Goals for 2020-2030

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

Decision 19-08-009: Decision Modifying the Energy Efficiency Three-Prong Test Related to Fuel Substitution

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

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

Decision 19-12-021: Decision Regarding Frameworks for Energy Efficiency Regional Energy Networks and Market Transformation

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

GENERAL REFERENCE DOCUMENTS

PG&E's 2020 Annual Budget Advice Filing (ABAL)

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

PG&E’s 2019 Annual Budget Advice Letter (ABAL)

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

PG&E’s 2019 Supplemental ABAL Filing

Update to the 2019 ABAL Filing.

Energy Efficiency Policy Manual, V.5

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

California Long Term Energy Efficiency Strategic Plan – Updated 2011

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

PG&E Energy Efficiency Business Plan (2018-2025)

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

JOINT COOPERATION MEMO REFERENCES

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

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

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

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

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

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

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

LEGISLATIVE REFERENCES

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

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

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

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

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

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

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

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

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

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

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

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

9 EXHIBIT A – CONTRACT WORK AUTHORIZATION (CWA)



Contract Work Authorization

Contract Work Authorization (CWA)

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

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

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

[enter Work Summary here]

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

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

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

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

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

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

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

62-4229 CWA (9/26/18)

Sourcing

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

1. **Introduction**

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

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

2. **Marketing Requirements**

A. Documentation Requiring PG&E Marketing Review

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

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

B. Use of Marketing Materials and Communications

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

C. Documentation Not Requiring PG&E Marketing Review

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

D. Marketing and Advertising Standards and Regulations

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

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

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

E. Marketing Plan

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

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

F. Creative Elements in Marketing Materials

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

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

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

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

H. Anti-Discrimination

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

I. Requirements Pertaining to Non-English-Speaking Populations

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

J. Claim Statements

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

K. Marketing Outreach

1. Email

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

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

2. Direct Mail

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

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

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

3. Events

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

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

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

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

4. Telemarketing/ Telephone Activity

Outbound telemarketing is permitted as follows:

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

5. Media

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

6. Organic Social Media

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

7. Websites and Other Digital Properties

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

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

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

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

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

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

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

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

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

8. Public Relations

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

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

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

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

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

10. Social Media Influencers

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

11. Sweepstakes/ Contests/Promotions/Prizes

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

12. SMS/Text

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

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

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

• Material Identification Number

PG&E requires a material identification number be placed on all materials subject to PG&E Marketing Review. This number must be placed in fine print at the bottom of each piece near the PG&E copyright statement that is submitted. The material ID requires:(1) the 3P's Contract Work Authorization number beginning with a C followed by 4 or 5 numbers and (2) the month and the year the piece will be published. (i.e. material ID-C1520-0218).

- **Material Review Process**

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

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

- **Claims Review Process**

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

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

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

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

11 EXHIBIT C – SUBCONTRACTOR AND SUPPLIER UTILIZATION PLAN INSTRUCTIONS

Rev. Feb 2020

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

Prime Contractor/Supplier Information:

Prime Contractor / Suppliers CPUC and Small Business Status

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

To find the VON Number, access:

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

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

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

California Department of General Services (DGS): <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

- U.S. Small Business Administration (SBA): <https://www.sba.gov/contracting/getting-started-contractor/qualifying-small-business>

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

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

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

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

1. Tier Level

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

1.4. Refer to the Allowable Tier Matrix for further detail.

2. Subcontractors / Suppliers

2.1. Provide the complete name of the Subcontractor or Supplier. Do not abbreviate - please spell out any acronyms.

2.2. Subcontractors (Subs) are contractors that have been retained by a primary contractor, or any subcontractor at lower tiers, to provide services on behalf of PG&E.

2.2.1. A - General Engineering Contractor: A contractor whose principal contracting business is in connection with fixed works requiring specialized engineering knowledge and skill.

2.2.2. B - General Building Contractor: A contractor whose principal contracting business is in connection with any structure built, being built, or to be built, for the support, shelter, and enclosure.

2.2.3. C - Specialty Contractor: A contractor whose operations as such are the performance of construction work requiring special skill and whose principal contracting business involves the use of specialized building trades or crafts.

2.2.4. D - Restricted Services Providers include, but are not limited to, Freight Haulers and Vegetation Management Providers.

2.3. Services for which Subcontractors and Suppliers shall be listed on the Exhibit C1 include, but are not limited to:

2.3.1. Construction Services: All aspects of: constructing, fabricating, installing, erecting, maintaining, performing integrity digs on, and performing turnaround services on, pipelines, buildings, plants, and facilities of all types. Additionally, subcontractor team members who provide construction, general construction, heavy machinery, and other construction services will be included in this group of services.

2.3.2. Industrial Service Vendors (ISV) are typically subcontracted for specializing in specific construction work scope such as hydrotesting and surveying.

2.3.3. Professional and Consulting Services: Individuals who provide your company with specialized service, including but not restricted to lawyers, accountants and management consultants. Including, but not limited to environmental and land consultants, human health and risk assessment providers; other select professional services may be included, as needed.

2.3.4. Niche Professional or Consulting Service: An organization that specializes or has a forte in a particular industry or field.

2.3.5. Local Hire Suppliers: Select subcontractors with specific project geography support in facilitating local and/or union hiring.

2.3.6. Restricted Services: Freight Haulers (FH) are business entities operating commercial vehicle with a Gross Vehicle Weight Rating (GVWR) of 55,000 pounds or greater either for commercial or private use.

3. Emergency Point of Contact

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

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

4.1. Provide the California Contractor's License Number of each Subcontractor or Supplier (if applicable) along with the type of License or Permit.

4.2. The MCP (Motor Carrier Permit) is issued to the motor carrier as evidence the carrier has registered their CA# with the DMV, as required by CVC (California Vehicle Code) Section 34620.

4.3. Provide the Expiration Date of the Subcontractor or Supplier's California Contractor's License or MCP.

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

4.5. Special Permit Requirements:

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

- 4.5.2.** Oversized Load - California Transportation Permit - Issued for movement of non-divisible (exceeding applicable length, width, height, or weight limit) loads, not circumventing California Vehicle Code requirements.
- 4.5.3.** Hazardous Material Load - Federal Motor Carrier Safety Administration (FMCSA) requires motor carriers to obtain a Hazardous Materials Safety Permit (HMSP) prior to transporting certain highly hazardous materials.
- 4.5.4.** Flammable Load - Every motor carrier who transports the following hazardous materials in California must have a hazardous materials transportation license (California Hazardous Material Transportation License) issued by California Highway Patrol.

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

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

6. Is excavation to be performed?

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

7. Gold Shovel Status

- 7.1.** Indicate the Gold Shovel Status for each Subcontractor or Supplier by responding as appropriate:
- 7.2.** “N/A” for Subcontractor or Supplier who will not perform excavation work.
- 7.3.** “Active” for Subcontractor or Supplier with an active Gold Shovel Certification.
- 7.4.** “Inactive” for Subcontractor or Supplier that does not have current Gold Shovel Certification. Attach an explanation to Exhibit C1 indicating when Contractor anticipates Subcontractor or Supplier will obtain Gold Shovel Certification.
- 7.5.** To determine status or to find potential subcontractors, access the following site: <http://www.goldshovelstandard.com>.

8. Risk Level

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

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

- 9.1.** Provide ISN ID# (ISN) Identification Number of each Subcontractor or Supplier performing medium to high risk work.
- 9.2.** Respond “N/A” for any Subcontractor or Supplier performing low risk work.
- 9.3.** Respond “None” if Subcontractor or Supplier has not completed ISN prequalification. Attach an explanation to Exhibit C1 explaining when Contractor anticipates Subcontractor or Supplier prequalification will be complete.
- 9.4.** Subcontractor or Supplier may have both an ISN ID Number and a PG&E Qualified Vendor Number. If company has both, please list ISN ID Number first.

9.5. ISN ID# Prequalified

- 9.5.1.** Indicate whether Subcontractor or Supplier performing medium to high risk work is Prequalified in ISN by responding “Yes” or “No.” Respond “N/A” for each Subcontractor or Supplier performing low risk work.
- 9.5.2.** To determine prequalification status or to find potential subcontractors, access the following site: https://www.pge.com/en_US/for-our-business-partners/purchasing-program/suppliers/suppliers.page.

10. Union Signatory

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

11. Signature / Attestation

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

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

[illegible]

The information provided on this form may form the basis of a Statement of Record, against which PG&E may conduct an audit or review to ensure compliance.
Indicate All Subcontractor(s) and Supplier(s) of any tier prior to performing Work on designated project. Submit Exhibit C1 to best demonstrate your plan for the indicated services.
In the event of a change in planned Subcontractor(s) or Supplier(s) of any tier, submit a revised Exhibit C1 prior to performing the Work via the method outlined in the contract or work authorization.
Refer to Exhibit C for additional instructions on completing this form.
Please include additional sheets as needed.

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

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

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

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

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

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

1. Supplier shall provide a copy of this **Exhibit D** to each prospective Subcontractor.
2. Supplier shall provide a separate signed Subcontractor and Supplier Utilization Plan (**Exhibit C1**). Supplier shall also describe its Supply Chain Responsibility efforts and planned outreach to small, diverse businesses.
3. Qualifying Subcontractors must be certified as follows:
 - a. Small Business Enterprises must be registered as a small business with a state or federal agency (e.g. California Department of General Services or Small Business Administration);
 - b. Women-, minority-, and lesbian, gay, bisexual and transgender-owned businesses must be certified by the California Public Utilities Commission’s Supplier Clearinghouse; and
 - c. Service disabled veteran-owned businesses must be certified by the California Department of General Services.
4. No later than the 10th of each month, Supplier shall submit its Subcontracting spend with small and diverse Subcontractors using PG&E’s electronic reporting system located at the following address: <https://cvmas10.cvmsolutions.com/pge/default.asp>. To establish a User ID for use in the reporting system, Supplier shall submit a request via email to the following e-mail address: perry.bumanlag@pge.com.
5. For contracts exceeding \$500,000 (or \$1 million for construction), the completed Subcontractor and Supplier Utilization (**Exhibit C1**) is required.

13 EXHIBIT E – PROGRAM POLICIES AND PROCEDURES MANUAL GUIDELINES

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

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

EXHIBIT F - CUSTOMER PROGRAM APPLICATION AGREEMENT (PPA) PROJECT INFORMATION AND TERMS AND CONDITIONS REQUIREMENTS

(ALL IMPLEMENTER PROGRAM PPA'S MUST BE REVIEWED AND APPROVED BY PG&E PRIOR TO BEING USED OR THEREAFTER MODIFIED AFTER PG&E APPROVAL)

I. CUSTOMER INFORMATION.

- a. *Customer Information: Name, address, contact information*
- b. *Identify if a PG&E Customer: PG&E Electric and/or Gas Service I.D.#'s*
- c. *Other Customer information Implementer requires under their Program*
- d.

II. PPA PG&E REQUIRED TERMS AND CONDITIONS. Each Project requires a signed PPA that at least contains these Program Terms and Conditions as follows:

1. **AUTHORITY.** Customer represents and warrants it has the Site owner's permission to enter this PPA.
2. **ELIGIBILITY REQUIREMENTS.** Eligibility requirements seeking to participate in the Program is conditioned upon Customer's meter is charged the public purpose fund surcharge.
3. **DESIGN, FEASABILITY, INSTALLATION AND PERMITS.** If applicable and Implementer's Program will produce any reports, assessments, possible project opportunities or otherwise, collectively referred to as the Implementer's Program ("Deliverable'), PG&E shall have no responsibility for the Deliverables review, design, feasibility, accuracy, construction, operation, acquiring any necessary permits, materials, labor, costs to develop and produce any Program Deliverable.
4. **PROGRAM FUNDING.** Program funding for Implementer's Program is made available under the auspices of the California Public Utilities Commission (CPUC) and are administered by PG&E on a first-come, first-served basis until depleted or as otherwise directed by the CPUC.
5. **CUSTOMER INFORMATION AND DATA.** Customer understands the purpose of the Program's marketing and communication efforts is to provide Customer's information to a Third Party (3P) Energy Efficiency (EE) Program administered under PG&E's EE Program portfolio or a sponsored PG&E EE Program which implement project measures and renders project incentives that may offer energy savings benefit to the Customer. Customer information includes any and all Customer information, including personal identifiable information, related to, provided and produced as a result of participating in Implementer's Program. Customer acknowledges and agrees to Implementer providing such Customer information for this purpose and recognizes this as a Program benefit. Customer Information as referred to under this provision will only be used and disclosed in accordance with these PPA terms and conditions.
6. **CPUC DISCLOSURE AND RIGHTS.** These terms and conditions can be modified anytime by the CPUC. All Program information and any documentation related to this PPA or provided by Customer as a result of this PPA shall be made available to the CPUC upon request.
7. **SAFETY AND COMPLIANCE WITH ALL LAWS.** Customer and Implementer agree to comply with all federal, state laws, safety requirements applicable to perform the rights and obligations under the Program.

8. NO WARRANTY AND DISCLAIMER. PG&E MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY PERFORMANCE, OPERATIONAL CAPABILITY, RELIABILITY OR ANY OTHER ASPECT OF ANY DESIGN, SYSTEM, OR EQUIPMENT, IF ANY, USED UNDER THE PROGRAM OR ANY PROGRAM DELIVERABLE AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION WARRANTY OR LIABILITY, INCLUDING THE ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSES.
9. 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 estén cubiertos bajo este programa. Este programa a está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).
10. ADVERTISING AND USE OF PG&E'S NAME. Customer agrees not to use PG&E's name in advertising, endorsing or otherwise in any published materials related to the Program and this PPA, absent PG&E written approval.