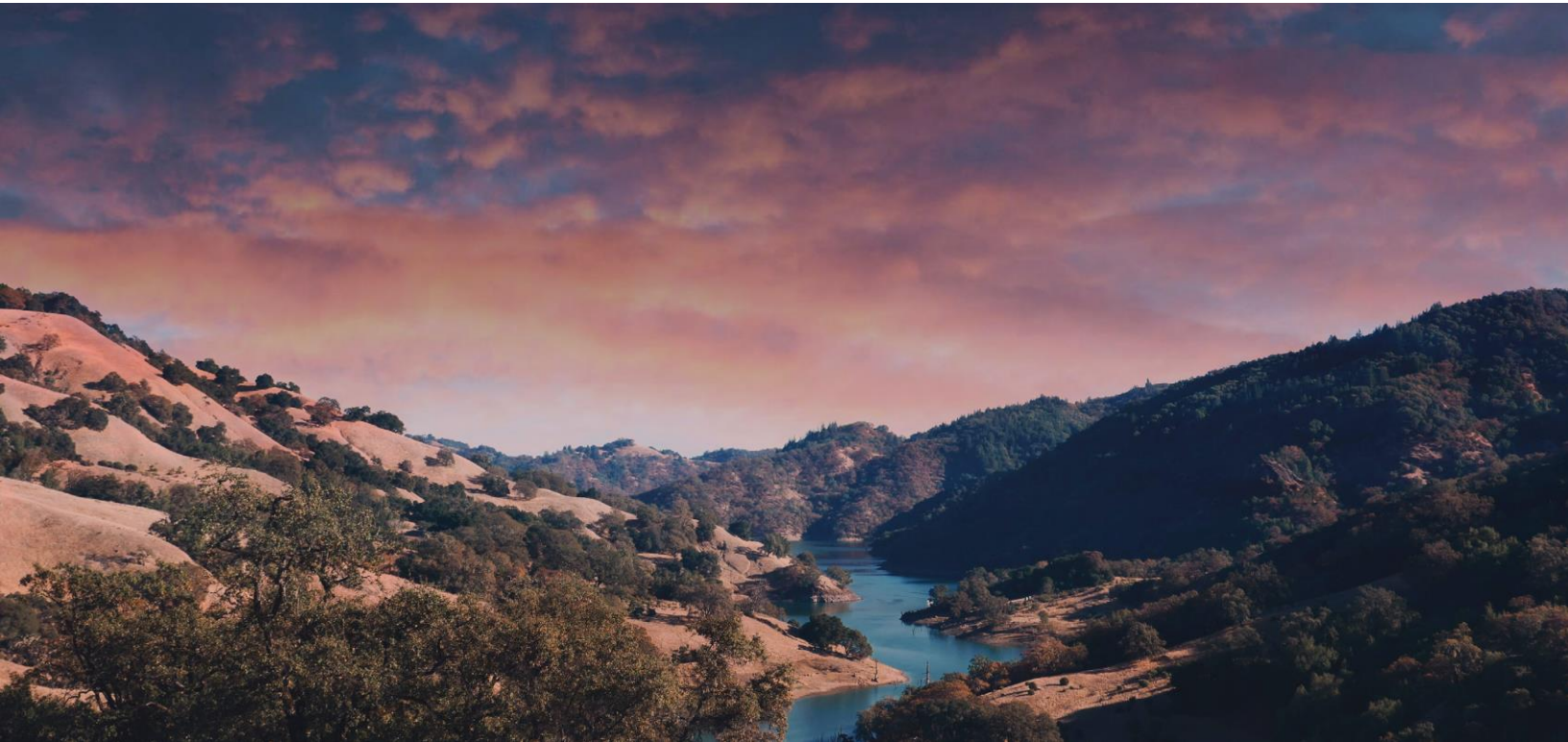


Request for Proposals for:

Program Operator Services in Support of Inclusive Utility Investment Pilot for Silicon Valley Clean Energy



RFP Release Date:
September 29, 2022

RFP Submittal Deadline:
November 3, 2022 at 5:00 PM Pacific Time



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1 Pilot Overview

TECH Clean California

TECH Clean California (TECH) was created by California (CA) Senate Bill 1477 and designed to put the state on a path to carbon-free homes by 2045. Through a combination of financial incentives, outreach and education, data collection and analysis, and pilot programs, TECH aims to reduce adoption barriers and aspires to be a national model for accelerating heat pump uptake. Energy Solutions and a team of expert partners administer TECH with oversight and management from the California Public Utilities Commission (CPUC).

Energy Solutions

Energy Solutions is a mission-driven clean energy implementation firm specializing in market-based programs that deliver significant resource impacts. For 25 years we have been pioneering end-to-end, market-driven solutions that deliver reliable, large-scale, and cost-effective savings to our utility, government, and private sector clients across North America. The programs we implement foster beneficial market transformation by supporting emerging technologies, enabling energy efficiency and demand management solutions, promoting distributed energy resources, and advocating for improved building energy codes and appliance standards.

TECH Inclusive Utility Investment Pilot Program

As part of TECH, Energy Solutions and its TECH initiative partners (collectively referred to as the “Program Implementers”) deploy pilot programs to test solutions to market barriers impeding the adoption of heat pump space and water heating in single family and multifamily homes. The Inclusive Utility Investment (IUI) Pilot (Pilot) will allow customers and communities without the financial stability or means traditionally required by energy-efficiency programs to access electrification and decarbonization technologies. The results of the Pilot will provide an empirical proof-of-concept to inform the planning and launch of scalable, statewide IUI mechanisms to further CA’s decarbonization goals while expanding access to historically underserved communities (such as low-and moderate-income (LMI) households and renters). The Pilot’s participation goals include the replacement of 500 furnaces and air conditioners with heat pump (HP) HVAC units and the replacement of 500 gas water heaters with heat pump water heaters (HPWH) in single family homes with aging mechanical systems, predominantly targeted to moderate-income households. The target demographic of the Pilot is intentionally narrow to maximize economic impact and control extraneous variables. The goal of the Pilot is to show the economic efficacy of tariff-on-bill (TOB) financing and inform future potential expansion of the applicable customer segment to LMI and other underserved communities.

The proposed mechanism leverages a utility’s existing mechanisms for making capital investments with cost recovery through monthly bills. In this case, the utility invests in decarbonization upgrades at a participating location under the terms of a special-purpose tariff and then recovers the investment costs and associated cost of capital via a monthly IUI cost-recovery charge assigned to the customer that must be less than the customer’s expected savings. By assigning the investment role to the utility and linking project financial feasibility to the customer’s bill savings rather than income, this solution resolves multiple barriers to access for capital-intensive upgrades. By assigning investments to the metered location rather than as debt incurred by an individual, IUI allows the costs to be recovered over longer time periods than many traditional loans, enhancing affordability. The Pilot is also intended to integrate with complementary funding sources, ranging from local initiatives to proposed national programs. By

pairing with additional funding sources, the Pilot will enhance the financial benefits to customers and expand the number of customers who would benefit from participation.

Experience to-date with this model has largely been derived from implementation of energy efficiency programs. For this proposal, the Program Implementers will adapt the model to incorporate building decarbonization upgrades, which introduces new risks and uncertainties. For this reason, the Program Implementers will launch a Pilot to field test and demonstrate the viability of the IUI investment approach for funding residential building decarbonization investments in a way that shields vulnerable customers from financial risks they cannot afford to undertake. The Pilot will generate a wealth of lessons and experience to inform a subsequent market-scale program deployment.

A full description of the pilot proposal, as submitted to the CPUC for review, can be found at Silicon Valley Clean Energy's filing under Proceeding R.20-08-022 on June 15, 2022. See <https://docs.cpuc.ca.gov/SearchRes.aspx?DocFormat=ALL&DocID=486752275>.

Silicon Valley Clean Energy

Silicon Valley Clean Energy (hereafter referred to as "SVCE" or "Program Administrator"), a Community Choice Energy agency (CCA), is collaborating with the Program Implementers to launch the initial Pilot. SVCE works to redefine the local electricity market and provide its residents and businesses with new clean energy choices—renewable and carbon-free electricity at competitive rates. SVCE was formed as a Joint Powers Authority in 2016, and now serves approximately 270,000 residential and commercial electricity customers across a service area comprised of the following 13 communities: Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Saratoga, Sunnyvale, and Unincorporated Santa Clara County. 97 percent of electricity customers in SVCE's service area receive their electricity from SVCE. The Program Implementers will work with SVCE to enroll up to 1,000 households serviced by SVCE in the Pilot.

2 RFP Overview

With this request for proposals (RFP), Energy Solutions seeks to hire a Program Operator for SVCE's Pilot. Energy Solutions is seeking information about the experience and qualifications of your organization (Bidder) in the following categories:

- Marketing, outreach, and customer acquisition
- Electrification project work scope development, including project site assessments, building simulation modeling, and financial plan development
- Installation contractor management
- Information systems, including tracking, reporting, and financial management
- Quality assurance/quality control (QA/QC)
- Customer service

This RFP includes the following information:

- Key RFP dates and a proposed timeline

- Scope of services sought by Energy Solutions
- Sections for Bidders to describe their relevant qualifications and assets and to describe how they would contribute to planning and implementing the Pilot

Pre-submission communications

The Program Implementers will host a webinar on October 5, 2022, at 10:00AM Pacific Time. Bidders may register for the webinar at https://energy-solution.zoom.us/webinar/register/WN_ghNNueJkTI68soKy5gXphw. Bidders may submit questions concerning the RFP to TECH.pilots@energy-solution.com. Questions must be emailed and received by Energy Solutions no later than October 14, 2022. All answers to questions will be posted to <https://energy-solution.com/tech-tob/> as they are received. Energy Solutions shall not be responsible for nor be bound by any oral instructions, interpretations, or explanations issued by Energy Solutions or its representatives.

3 RFP Tentative Timeline

This tentative schedule is provided for the convenience of Bidders but may be subject to change at any time by the Program Implementers. Any such changes will be stated in an addendum to this RFP or otherwise communicated to Bidders.

Table 1: RFP Timeline (tentative)

Date	Event
September 29, 2022	RFP issued
October 5, 2022	Pre-proposal webinar (register above)
October 14, 2022	Deadline for Bidders to submit notice of intent to bid
October 14, 2022	Deadline for questions, clarifications (see above)
October 19, 2022	Final day for Program Implementers to respond to questions
November 3, 2022	Deadline for Bidders to submit proposals
November 10, 2022	Top Bidders notified of interview times, if applicable
November 15, 2022	Top Bidder interviews, if applicable
November 18, 2022	Anticipated date Energy Solutions will notify awardees
December 9, 2022	Contract completion and anticipated Phase 1 launch date

4 Scope of Services

The Program Implementers seek a Program Operator for the Pilot to support the planning and implementation phases. The Program Operator will be selected based on its demonstrated ability to perform the full scope of work under both phases. The initial Task Order, found in Appendix D, will only cover the planning phase, up to 12 months. The parties will retain the option of adding a subsequent Task Order to include implementation, pending successful completion of the planning phase, including receipt of necessary regulatory approvals, acquisition of investment funds, and completion of necessary start-up preparations on the part of Pacific Gas & Electric Co. (PG&E), SVCE, and the Program Implementers.

The Program Administration Team will consist of representatives of SVCE and the Program Implementers. The Program Operator will collaborate with the Program Administration Team within the framework defined in Table 2 below.

Table 2: IUI Pilot Project Team Members

Role	Program Administrator	Program Implementers	Program Operator
Entity	SVCE	Energy Solutions and TECH initiative partners	Bidder
Key Responsibilities	<ul style="list-style-type: none"> Accountable to CPUC and PG&E for Pilot success Holds contract with Energy Solutions Leads community engagement and supports marketing Consulted and informed regarding all steps of planning and implementation phases Responsible for long term maintenance of IUI beyond Pilot period 	<ul style="list-style-type: none"> Holds contract with and oversees Program Operator Responsible for Pilot design, implementation, and evaluation Performs measurement and verification (M&V) analysis 	<ul style="list-style-type: none"> Responsible for marketing and outreach for customer acquisition and support Oversees improvement installation and provides customer support Supports program design and implementation planning

The following sections provide additional information regarding the Program Operator responsibilities during the planning and implementation phases.

Phase 1 Scope of Work: Planning

The Program Operator will develop an Implementation Plan for this Pilot informed by, and to some degree constrained by, the conceptual pilot program plan SVCE and the Program

Implementers have [submitted to the CPUC](#). The Program Operator should be thoroughly familiar with this foundational document.

The Implementation Plan may also be informed by subsequent negotiations with the CPUC, PG&E, the Department of Financial Protection and Innovation (DFPI), and other regulatory and policy-making bodies, capital providers, funders, policy advocates, etc. In addition, the Implementation Plan will be informed by multiple parallel planning and analysis efforts that the Program Administration Team is currently pursuing. These parallel efforts include:

1. Updated IUI financial model for SVCE territory:
 - a. Estimating addressable market (i.e., number and fraction of SVCE customers with bill savings opportunities exceeding \$500 per year)
 - b. Revising estimate of IUI contributions to Pilot project capital investments
2. Financial risk analysis:
 - a. Determining probability that “negative savings” attributable solely to random year-over-year deviations in expected heating and cooling energy usage will exceed 20 percent of expected annual bill savings
 - b. Determining financial cost of compensating Pilot Participants for the portion of “negative savings” that exceeds 20 percent expected annual bill savings
3. M&V Risk Analysis:

The goal of the M&V Risk Analysis is to inform the development of a set of M&V protocols capable of delivering the following program benefits:

- a. Support for program delivery of customer protections tied to cash-positive assurances of measure-level performance
- b. Minimal legal, financial, and operational risks to Program Administration Team in delivering promised customer protections
- c. Delivery of benefits (a) and (b) via M&V methods that are cost efficient and scalable in the context of a mass-market building electrification program

Program Operator Scope of Work:

The planning phase scope of work expected of the Program Operator includes:

1. Support Pilot design and documentation development

The Program Operator will collaborate with the multi-disciplinary Program Administration Team to develop the Implementation Plan and supporting documents. Other team members will consist of representatives from SVCE and the Program Implementers who possess related subject matter expertise.

The Program Operator will work in partnership with the Program Administration Team to support Pilot design and finalize protocols and processes to ensure the success of the Pilot for all parties.

Team Deliverables

- Pilot Implementation Plan
- Financial Services Agreement template, including customer terms and property owner terms for tenant-occupied dwellings

- Financial plan and Pilot operating budget, detailing project capital requirements and sources, including applicable incentives, tax credits, and transactable grid benefits

2. Marketing, education, and outreach plan

The Program Implementers have access to complete gas and electricity usage histories for all SVCE residential customers. The Program Implementers will analyze this data source to identify those customers with the greatest prospects for meaningful utility bill savings from eligible IUI investments. These customers will constitute the Pilot's addressable market.

The Program Operator will lead development of a Market, Education, and Outreach (ME&O) Plan for offering program services to those customers that make up the addressable market. The plan should detail how the Pilot will meet enrollment targets and will educate potential Participants about the value propositions of proposed upgrades and the benefits of IUI in terms of minimum financial risk, reduced uncertainty, and minimal effort on the part of Participants. The plan should detail the various outreach channels the Program Operator will leverage and its plan for maximizing reach and achieving enrollment goals.

As part of this effort, the Program Operator and Program Administration Team will meet with local community-based organizations (CBOs) that serve low-income households to vet our draft Pilot design with them and explore how they might contribute to Pilot ME&O.

The Program Administration Team will also meet with local governments within the SVCE service territory to explore how they might support Pilot ME&O and how they might expedite building permit review and approval.

Program Operator Deliverables

- Marketing, Education, and Outreach Plan
- Communications schedule

3. Program Operating Procedures

The Program Operator will lead development of all Pilot policies, procedures, plans, tools, and templates required to carry out the day-to-day functions of originating and installing project upgrades. Functions are expected to include:

- **Project planning:**
 - Conduct site assessment
 - Estimate annual bill savings
 - Develop proposed scope of work
 - Develop financial plan for funding proposed scope of work
 - Incorporate tactics to maximize customer financial benefits via rate optimization, complementary incentives and tax credits, and monetization of transactable grid benefits
 - Secure customer approvals and authorizations
 - Develop installation-grade project specifications
- **Project installation**
 - Coordinate with installing contractor to complete approved upgrades and install any monitoring and controls hardware required for M&V and active load management
 - Conduct QA/QC and acceptance testing on installed upgrades

- Comply with legal requirements for project permitting and project health and safety protocols
- Manage all project costs and revenue streams
- Initiate cost recovery process with SVCE and PG&E
- **Project operational management and customer service**
 - Protocols for addressing customer questions and complaints
 - Protocols for administering equipment and installation warranties
 - Communication protocols, tools, and templates for communicating annual results to Participants and for managing occupant transitions
 - Procedures for delivering customer protections
 - Procedures for providing active load management services to assist customers in minimizing utility bill impacts

An important consideration will be how to minimize duplicative and disruptive site visits. Toward that end, the Program Operator should consider how to carry out site assessment activities to support bill savings estimation, M&V requirements, and installation specification development.

Program Operator Deliverables

- Pilot policies and procedures, plus supporting plans, tools, and templates
- Monthly and Quarterly Program Operations Reports

4. Supply Chain development

The Program Operator will collaborate with the Program Administration Team to engage key manufacturers and distributors to secure commitments for supply chain services, including but not limited to preferred pricing and extended warranties. The Program Operator will lead preparations as needed to expedite the recruitment and hiring of two to four highly qualified contractor installers for the implementation phase.

Team Deliverables

- Agreements with equipment manufacturers and distributors for preferred pricing, extended warranties, and related supply chain services

Program Operator Deliverables

- Contractor recruitment plan
- Contractor agreement template, including requirements for licensing, insurance, and bonding

5. Information System Functional Requirements

The Program Operator will collaborate with the Program Administration Team to develop functional requirements for the Pilot's information system. The requirements will need to address:

- TECH and SVCE tracking and reporting requirements
- Financial management and reporting, including integrating utility billing systems with PG&E
- Systems required to support daily operations, including ongoing customer service
- Tracking and reporting to support M&V
- Systems required to support active load management of energy-using improvements

- Software and data management solutions to track data and automate tariff calculations

Based on these functional requirements, the Program Operator will lead development of information system specifications.

Program Operator Deliverables

- Information system functional requirements and specifications

Phase 2 Scope of Work: Implementation

The implementation phase can be subdivided into four stages: (1) start-up; (2) project origination and installation; (3) M&V; and (4) ongoing customer service. Each project will follow its own timeline for progressing through each stage. The M&V stage will commence immediately upon completion of project installation and continue for approximately one year. The customer service stage will continue through the full cost recovery term, which may depend on the actual technologies installed. As M&V remains the responsibility of the Program Implementers, only stages 1, 2, and 4 are discussed below.

Program Operator Scope of Work:

The implementation phase scope of work expected of the Program Operator includes:

Start-Up Stage

1. Start up and launch

The Program Operator will execute all steps necessary to launch the Pilot, including but not limited to:

- Deploying and configuring information system
- Hiring qualified installer contractors (Program Contractors) and providing training and program orientation as needed
- Confirming that Program Contractors possess proper insurance and satisfy licensing requirements
- Initiating Pilot ME&O activities

Program Operator Deliverables

- Public announcement of Pilot launch
- Executed Program Contractor agreements

Project Origination and Installation Stage

2. Marketing, education, and outreach for customer acquisition

The Program Operator will lead marketing, education, and outreach, consistent with the ME&O plan formulated during the planning phase. These responsibilities include:

- Outreach and engagement to recruit potential Participants. Ensure marketing activities meet customer acquisition goals and result in signed Financial Services Agreements and completed projects.
- Collaborate with CBO outreach partners, consistent with the ME&O plan

- Provide customer education to achieve project goals and project implementation strategies and meet customer expectations, and provide education regarding equipment upkeep, Pilot processes in the event of property resale, and benefits to the individual customer and the community.
- Conduct periodic assessments throughout the Pilot lifespan to measure comprehension, satisfaction, and effectiveness of ME&O activities. Results will inform enhancements to Pilot delivery.

For budgeting purposes, Bidders should assume that the Program Implementers will provide a list of customer addresses representing those customers that are most likely to realize significant bill savings from electrification retrofits, based on an analysis of customer baseline energy usage patterns.

Program Operator Deliverables

- Monthly marketing and sales pipeline reports

3. Conduct all phases of project origination including assessment, project scope & specifications development, permitting, and financial analysis.

The Program Operator shall perform all of the functions outlined in Planning Task 3.

Program Operator Deliverables

- Completed project assessments, including forecasts of customer bill savings
- Executed Financial Services Agreements
- Customer authorizations to access PG&E energy usage data
- Work acceptance forms
- Monthly project installation reports
- Monthly financial reports

4. Conduct QA/QC of improvements

The Program Operator shall:

- Ensure improvements installed at Participants' properties are appropriate, cost effective, and correctly installed.
- Manage and facilitate thorough and timely data collection for Pilot M&V studies.
- Ensure improvements installed by Program Contractors meet Pilot requirements and are installed according to manufacturer specifications as well as local, state, and federal building codes.
- Ensure all project information is input to the Pilot information system.
- Monitor communications with Participants and Program Contractors to track status of installation visits. Review requested change orders and issue and record approvals consistent with Pilot requirements. Ensure any dispute with Program Contractors is resolved and documented.
- Adopt Pilot procedures for post-installation project quality control inspections and acceptance testing. Verify project completion and site conditions according to Program Manual.
- Conduct post-installation inspection verifications to a sample of projects in conformance with Pilot procedures.

Program Operator Deliverables

- Monthly report of QA/QC outcomes
- Monthly report of customer satisfaction results, including any incidents involving conflicts or disputes

Customer Service Stage

5. Manage customer service

The Program Operator shall:

- Ensure enrollment paperwork and Participant data are complete, accurate, and available in real time.
- Provide excellent customer service to all prospective and enrolled Participants over the full term of the cost recovery period.
- Provide annual letters to Participants summarizing their annual estimated bill savings and the status of their Pilot service charges.
- Provide welcome letters and information packets to new Participants taking occupancy of a home with a pre-existing IUI upgrade and service charge.
- Provide assistance to those Participants who may wish to prepay their service charges or roll the charges over into a mortgage or other secured financing.
- Respond to all Participant contacts within an agreed-upon time frame (at a minimum within 24 hours).
- Administer adjustments to customer service charges and other customer protections, as specified in the Implementation Plan
- Provide professional resolution of any Participant disputes or conflicts.
- Provide or administer active management of customer electric loads to deliver energy services in a way that minimizes peak charges and overall bill impacts, in keeping with project financial models

Program Operator Deliverables

- Customer service data management plan
- Customer complaint escalation and resolution plan
- Pilot presentation and workshop schedule
- Monthly reports of customer service activities, customer complaints and resolutions, service charge adjustments, other customer protection outcomes, and load management results

5 Proposal Submittal

Proposals must be received on or before November 3, 2022, and submitted by email to TECH.pilots@energy-solution.com with the subject "IUI Pilot - <Organization>". Only electronic submittals in PDF format will be accepted.

Proposals must include the following sections (to be submitted in this order only):

1. Administrative Information

- Complete the Contact Information Template in Appendix A with all required information.

2. Executive Summary (2 pg. max)

- Exhibit a thorough understanding of this RFP and the Pilot goals.
- Discuss the highlights, key features, and distinguishing points of the proposal.

3. Organization description and qualifications (4 pg. max; if applicable, additional 2 pg. max per sub-contractor)

- Provide an overview of the organization. Include overall organizational structure, number of employees, legal structure, and ownership.
- Provide an overview of the qualifications and previous experience on at least three similar or related projects. Include descriptions, costs, timeline, and reference contact information. Provide website URLs that the Program Implementers may visit to see the solutions.
- Please describe any specific experience and engagement in CA and/or the SVCE territory. Include the type of engagement, with whom, for what purpose, and for how long. Include the number of end-customers served.

4. Diversity, Equity, and Inclusion (DEI) (2 pg. max)

- Describe Bidder's internal DEI commitments and progress toward those commitments.
- Identify if Bidder or a Bidder's sub-contractor is a women-owned or minority-owned business enterprise (WMBE) or disadvantaged business enterprise (DBE).
- Describe relevant experience engaging with LMI communities, renters, or disadvantaged communities, as defined by the state of CA. Complete this information for the Bidder and any sub-contractors, if applicable, that are included in the proposal.

5. Experience performing services outlined in Scope of Services (4 pg. max)

Bidders shall describe their experience providing the following services, as outlined in Section 4:

- Program/pilot design and documentation development and program/pilot launch experience
- Marketing, education, and outreach planning and implementation for customer acquisition
- Supply chain development
- Information system functional requirement development
- Program operating procedure development and project origination implementation
- Customer service management
- End use-level active load management
- QA/QC of home upgrades installed under the Pilot

6. Proposed approach, work plan, and schedule (12 pg. max; not counting table or chart for the schedule)

- Describe Bidder's proposed approach to planning and implementing the services listed above in relation to the unique opportunities and challenges presented by the Pilot. Indicate any key milestones or benchmarks, along with the required level of engagement from the Program Implementers, Program Administrator, and/or additional stakeholders.

- Discuss Bidder’s approach to engaging with LMI households and disadvantaged communities.
- Demonstrate how the proposed approach will take advantage of complementary funding sources to maximize customer benefit.
- Discuss how the proposed approach will minimize financial and operational risks for Participants, program sponsors, and ratepayers, with particular attention to any modifications Bidder would propose to the risk management mechanisms described in the SVCE/TECH Pilot proposal submitted to the CPUC.
- Present a work plan and schedule for achieving the proposed approach.
- Briefly discuss Bidder’s approach to Program expansion in the event that the Program Administration Team seeks to scale the Pilot.

7. Staffing (2 pg. max; not including attachments)

- Describe resources and organizational structure with respect to the Pilot.
- Provide a brief bio for key staff that will work on this project and highlight their credentials. Attach full resumes of key staff.

8. Cost proposal narrative and template (2 pg. max; not counting completed Cost Proposal Template found in Appendix B)

- Complete the Cost Proposal Template found in Appendix B in its entirety and attach to proposal submission.
- Include a cost proposal narrative summarizing cost input assumptions.
- As part of the narrative, indicate any opportunities to achieve economies of scale in the instance of successful Pilot implementation and eventual expansion.

9. Confirmation of acceptance of contract terms or explanation of proposed contract modifications (1 pg. max; see Section 7 of this RFP)

- List all exceptions or requested changes that Bidder has to Energy Solutions’ standard contract. Items not excepted will not be open to later negotiation.

10. Conflict of interest disclosure (1 pg. max)

- Submit a conflict-of-interest statement for the Bidder and its proposed staff, sub-contractors, and sub-contractors’ staff with the following information:
 - Full disclosure of all potential conflicts with any members of the Program Administration Team.
 - Agreement to promptly notify the Program Implementers of any conflicts of interest or potential conflicts of interest that arise throughout the bidding process.
 - Agreement to disclose any conflicts of interests or potential conflicts of interest that arise throughout the term of the Pilot.

6 Review and Selection Process

Minimum proposal requirements, described above, are mandatory. Proposals will be evaluated based on the criteria listed in Table 3. The Program Implementers reserve the right to consider factors other than those specified and to request additional information from any/all Bidders as a part of the selection process. The Program Implementers will give high priority to Bidders with robust qualifications and experience and proposals offering innovative approaches. Proposed costs will be an important consideration but not the determining factor.

Table 3: Proposal Scoring Criteria

<p>Evaluation Component</p>
<p>Meet Proposal Requirements</p> <ul style="list-style-type: none"> - Bidder completed all required sections of the proposal and adhered to all page limits, included relevant attachments, and utilized provided templates where required - Proposal is well written and formatted in a clear and easy to follow manner - Bidder accepts Energy Solutions’ standard terms and conditions, with any stated exceptions
<p>Capability to Deliver Services</p> <ul style="list-style-type: none"> - Adequate resources to perform tasks listed in Scope of Services - Ability to serve customers in SVCE territory - Clear identification of staff available to support Pilot planning and implementation - Bidder work plan and schedule demonstrates ability to complete tasks in a timely manner - Ability to scale operations should program expand beyond Pilot, specifically with regards to data tracking and tariff calculation automation for a financing program at scale - Experience integrating with utility billing systems - If applicable, identified key sub-contractors and demonstrated ability to work collaboratively
<p>Qualifications and Relevant Experience</p> <ul style="list-style-type: none"> - Demonstrated experience of the Bidder, including the capability and experience of key personnel, in the following areas: <ul style="list-style-type: none"> o Implementing TOB or On-Bill Financing (OBF) programs o Working with CA utilities and CCAs o Performing tasks outlined in Scope of Services - References substantiate Bidder’s relevant experience and ability to perform tasks outlined in Scope of Services
<p>Diversity, Equity, and Inclusion</p> <ul style="list-style-type: none"> - Demonstrated experience engaging with LMI communities, disadvantaged communities, and/or renters
<p>Proposed Approach</p> <ul style="list-style-type: none"> - Demonstrated understanding of tasks to be performed by Program Operator, as outlined in Scope of Services

<ul style="list-style-type: none"> - Proposal demonstrates a well-thought-out and innovative approach toward Pilot planning and implementation - Proposal clearly outlines mechanisms for minimizing financial and operational risks and presents mechanisms to incorporate alternative funding sources into the plan - Proposal indicates how Bidder intends to collaborate with Program Administration Team to achieve Pilot goals
<p>Cost</p> <ul style="list-style-type: none"> - Completed cost proposal using template provided, filling out all relevant information - Reasonable and relatively competitive labor rates and associated fees and sub-contractor fees - Cost proposal includes revenue share or cost reduction elements - Clear budget proposal, free of errors
<p>Other Considerations</p> <ul style="list-style-type: none"> - Prior experience working with Program Implementers or SVCE - Existence of and circumstances surrounding any claims or violations of law or governmental regulations against the Bidder, its representatives, and/or partners

Finalists will receive feedback on their written proposals and may be asked to present at a virtual interview with the Program Implementers before final selection. The Program Implementers may consider both the written proposal and virtual interview in selecting an Awardee. The Program Implementers reserve the right to award work to a single Bidder or to award work to no Bidders.

7 Agreement Terms

Awardees will be required to enter into a contract using Energy Solutions' standard contract terms. Modification of the contract terms may be proposed by the Bidder for consideration by Energy Solutions but are not guaranteed to be accepted. Rejection of the final terms from Energy Solutions is grounds for disqualification.

Energy Solutions' standard contract terms are available for review in Appendix C.

APPENDIX A
Administrative Information Form

This document provides the Program Implementers with basic information about the Bidder and its sub-contractors. Bidders and any sub-contractors must complete and include this attachment in their proposal.

1. Bidder Information

Full Legal Name of Firm

Business Address

(street number and name)

(city)

(county)

(state)

(zip code)

Telephone

2. Point of Contact

Contact Person

Title

Email

APPENDIX B
Cost Proposal Template

Complete this Cost Proposal Template with all required information and attach to Bidder's proposal. Provide a cost proposal narrative summarizing cost input assumptions and indicating any opportunities to achieve economies of scale in the instance of successful Pilot implementation and eventual expansion (2 pg. max; not counting completed Cost Proposal Template).

Bidder Name:

Provide a breakdown of the job classifications expected to contribute to the Pilot and their responsibilities, estimated hours, and labor rates. Complete the information for Bidder and any sub-contractors.

Job Classification <i>(identify if Prime or Sub-Contractor role)</i>	Role Responsibilities	Estimated Hours	Labor Rate
Total			

Provide a breakdown of any anticipated fees and a brief explanation for each fee. Indicate if the fee will be a lump-sum payment or a recurring cost. Be sure to separate costs associated with optional integration with SVCE systems. Example fees are included below.

Additional Fees	Fee Explanation	Charge Frequency	Costs

Start up fees			
License fees			
Total			

Provide a breakdown of costs for specific services, with costs specified on a per-unit basis, and a brief explanation for each line item. Be sure to separate costs associated with optional integration with SVCE systems. Example costs are included below.

Service	Cost Explanation	Number of Units	Cost per Deliverable at 500 projects/yr	Cost per Deliverable at 5,000 projects/yr
Marketing and Customer Acquisition	Cost per enrolled customer			
Project Assessment	Cost per assessed home			
Other Project Origination Costs	Cost per installed project			
QA/QC of Installed Projects	Cost per installed project			
Customer Service	Annual cost per customer			
Financial Management, Tracking and Reporting	Cost per installed project			

Total				

Please provide any revenue share or cost reduction elements Bidder proposes in the table below with a brief explanation for each line item.

Cost Reduction Element	Explanation	Estimated Savings
Total		

Please indicate any performance-based terms Bidder is prepared to offer in addition to or in lieu of any costs listed in the tables above with a justification for each term. Indicate if the payment will be lump sum or recurring and at what frequency.

Performance-Based Term	Explanation	Payment Type	Cost

Total Estimated Pilot Cost	
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APPENDIX C
Standard Terms and Conditions

CONTRACT FOR SERVICES AGREEMENT # [XXXX]

This Contract for Services Agreement No. [XXXX] (“Agreement”) is made and entered into effective [Month] [DD], [YYYY] (“Effective Date”), by and between Cohen Ventures, Inc., dba Energy Solutions, a California corporation (hereinafter referred to as “Energy Solutions”), and [Contractor full legal name and dba, jurisdiction, and company type] (hereinafter referred to as “Contractor”). Each of Energy Solutions and Contractor may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. Energy Solutions wishes to retain Contractor to support the development of and implementation of the work for Energy Solutions and one or more of its clients.
- B. Contractor has experience and expertise in providing the required services.
- C. Contractor desires to provide such services to Energy Solutions pursuant to the terms and conditions set forth in this Agreement.

AGREEMENT

1. Services. Energy Solutions agrees to engage Contractor and Contractor agrees to undertake, carry out, and complete in a satisfactory and proper manner certain work and services (the “Services”) set forth in one or more Task Orders (each a “Task Order” and collectively, the “Task Orders”), which may be amended and/or supplemented from time to time by mutual consent in writing of Contractor and Energy Solutions with each additional Task Order. Each Task Order shall be incorporated into and become part of this Agreement and be governed by the provisions of this Agreement. Each Task Order defines the project, description of Services, time of performance, compensation, required resources, and reporting requirements. In the event of a conflict between the terms and conditions of this Agreement and a Task Order, the provisions of the Agreement shall prevail unless the Parties have obtained the express written consent of authorized signatories of each Party to deviate from the terms and conditions of the Agreement for a particular Task Order.
2. Contract Relationships. Contractor through this Agreement will often be providing its Services as a sub-contractor to Energy Solutions, under the terms of one or more written agreements that Energy Solutions enters into with one or more clients of Energy Solutions, which agreement(s) are referenced hereunder as the “Prime Contracts.” For each Prime

Contract that Contractor is providing its Services (i.e., as sub-contractor to Energy Solutions vis a vis this Agreement), Contractor hereby agrees to be bound to the terms, conditions, and standards in which Energy Solutions is required to perform under the applicable Prime Contract to the extent such terms, conditions and standards of such Prime Contract are applicable to Contractor unless Energy Solutions agrees otherwise in writing. To the extent the terms, conditions and standards of this Agreement are more stringent on Contractor, the terms, conditions, and standards of this Agreement shall govern. Notwithstanding the foregoing, in no event shall the terms of Contractor's compensation as agreed to in this Agreement be amended or modified by the terms of the Prime Contract without the written approval of Energy Solutions and Contractor. Contractor covenants to perform its Services with respect to each Prime Contract in a manner that will not cause Energy Solutions to be in breach or default under such Prime Contract. In the event Contractor's act or omission (or its sub-contractor's act or omission) results in Energy Solution's breach or default of a Prime Contract, Contractor shall be deemed to be in breach and default of this Agreement.

3. Work Coordination.

a) On each Task Order, Energy Solutions shall designate in writing a Project Coordinator who is authorized to act on behalf of Energy Solutions. The Project Coordinator and Contractor will coordinate with each other in the execution of each Task Order (including any modifications or supplements to any given Task Order), and the Project Coordinator will use commercially reasonable efforts to cooperate with Contractor and to provide information to Contractor and to make decisions on behalf of Energy Solutions that are necessary for the implementation and execution of each Task Order and Contractor's performing its Services.

b) Unless otherwise specified in writing, Energy Solutions shall be responsible for coordinating the work of Contractor with the work of any other consultants or contractors. To the extent permitted hereunder, Contractor shall be responsible for supervising and coordinating the work of consultants, employees or sub-contractors used by Contractor to perform the Services under this Agreement.

c) Energy Solutions shall provide Contractor with access to all premises, documents, information, and other things reasonably necessary or helpful for Contractor to perform the Services and shall cooperate in good faith with Contractor to ensure timely completion of the Services.

4. Changes to Services. Contractor may request a change order (each a "Change Order"), in writing or by e-mail to the Project Coordinator, in the event of actual or anticipated change(s) to the agreed scope of Services, schedule, budget, or any other aspect of the Task Order. Absent a Change Order signed by the Parties, Contractor shall not be bound or authorized to perform any additional or out-of-scope services beyond what is stated in the Task Order, and Energy Solutions shall not be bound to compensate Contractor for any additional or out-of-scope services beyond what is stated in the Task Order. A Change Order shall state the following: (a) the original approved scope of Services; (b) the requested change; (c) the reason for the requested change; and (d) how the proposed

change will remain consistent with Energy Solutions' or its clients' goals. The Parties agree to negotiate all Change Order requests expeditiously and in good faith.

5. Time of Performance. For each Task Order, Contractor shall begin performance of such Services as specifically set forth in the applicable Task Order. Contractor agrees to perform the work thereafter diligently to completion in accordance with budgets and schedules set forth in the respective Task Order(s). All work and reports required from Contractor shall be provided to Energy Solutions in a timely and complete manner so that Energy Solutions will have sufficient time to incorporate them into the reports and deliverables required under the Prime Contracts. Such Services shall be undertaken by Contractor in such sequence as to assure their expeditious completion in light of the purposes of this Agreement and the specific Task Order.

6. Sub-contractors.

- a) Contractor may not subcontract any of the Services it is obligated to perform under this Agreement without the prior written approval of Energy Solutions, which approval may be given at Energy Solutions' sole discretion. Any approval of a sub-contractor by Energy Solutions may be conditioned upon Contractor contractually requiring each sub-contractor to be bound by terms and conditions substantially equivalent to the terms and conditions of this Agreement including, without limitation, the confidentiality and data security obligations set forth in Sections 27 and 28 of this Agreement.
- b) Contractor shall, at all times, be responsible for the work, and acts and omissions, of sub-contractors and persons directly or indirectly employed by them in connection with the work. Contractor will remain solely responsible to Energy Solutions for the proper completion of any Services performed by sub-contractors.
- c) This Agreement shall not constitute a contractual relationship between any sub-contractor of Contractor and Energy Solutions or its clients nor any obligation for payment to any sub-contractor. Energy Solutions shall not have any obligation to pay or be responsible in any manner for any compensation to the sub-contractor.
- d) Upon Contractor's termination of any such sub-contractor that is permitted hereunder, Energy Solutions shall be notified immediately.

7. Guarantee of Work. Notwithstanding anything to the contrary, this Agreement does not guarantee the Contractor any work nor is there any guarantee by Energy Solutions to Contractor as to any volume or duration of work.

8. Compensation and Method of Payment.

- a) Energy Solutions will pay Contractor the compensation for the Services set forth in the applicable Task Order. Except as otherwise expressly set forth in specific Task Order, Contractor shall be compensated on a time and materials basis for all Services to be

rendered under this Agreement. Contractor shall be paid in arrears, based upon invoices submitted by Contractor and approved by Energy Solutions. If a Task Order sets forth progress payments that are due when given tasks or milestones are completed, the full amount of the progress payment due upon completion of the task or milestone shall then become payable to Contractor at that time, without deduction, subject to invoicing and payment timing terms described below. Payments to Contractor for Services under this Agreement will be subject to Energy Solutions first receiving payment from Energy Solutions' client when Energy Solutions is invoicing such work by Contractor to such client. Energy Solutions shall pay Contractor for all approved invoices within seven (7) business days of receiving payment from such client. If Energy Solutions' client discounts such payment to Energy Solutions per the terms of the relevant Prime Contract, Energy Solutions shall apply the same discount to the payment to Contractor. For work that is not billable to an Energy Solutions' client, Energy Solutions shall pay Contractor for all invoices within thirty (30) business days of receipt of a correct and approved invoice.

- b) For Contractor's work billable to Energy Solutions' clients, Contractor shall submit to Energy Solutions invoices for payment once a month within seven (7) calendar days of month end. Each invoice shall specify the Task Order, and shall specify in detail the Services performed, the names of Contractor's personnel who performed the Services set forth in the Task Order, their respective hours worked and labor rates together with reimbursable costs and other allowable charges itemized. Energy Solutions shall review Contractor's invoices, and Contractor shall provide any supporting documentation reasonably requested by Energy Solutions and make any corrections to invoices as may be requested by Energy Solutions from time to time.
9. Stop Work Procedures. Energy Solutions may suspend Contractor's work for any reason by notifying (orally or in writing) the Contractor to suspend the work. Contractor shall stop work immediately until further written instruction by Energy Solutions. Upon any suspension of work, Energy Solutions shall, within a reasonable time thereafter, instruct Contractor in writing on how to proceed thereafter, and Contractor shall follow such instruction.
10. Responding To Client and Third Party Complaints. Contractor shall promptly notify Energy Solutions in writing (email or hard copy letter) of any complaint that Contractor receives from an Energy Solutions' client (or a customer of such client) whether such complaint is against Contractor or Energy Solutions. Contractor shall work with Energy Solutions to promptly address and alleviate such complaints, as appropriate.
11. Responding To Requests for Information. During the term of this Agreement, the parties shall respond to all requests for information from the other party, in a timely fashion, but no later than five (5) business days after the date the information is requested, unless the party asks for an extension of time and such extension of time is granted by the requesting party(ies). Parties are expected to request only such information that is relevant and necessary for the performance of obligations of this Agreement and to meet and confer in

an effort to resolve disagreements about requests for information before seeking guidance from Energy Solutions' clients, if applicable.

12. Marketing Materials and Other Published Materials. Prior to any release or publication to a third party, Contractor shall submit to Energy Solutions all marketing and other materials for publication that Contractor develops in the course of providing its Services, and such materials may not be released or publicized without the prior written approval of Energy Solutions. Except as approved in writing by Energy Solutions and its clients, if applicable, Contractor shall not use or reference Energy Solutions or its client's names or logos on published materials developed under this Agreement. Contractor further agrees not to state or imply to third parties that Energy Solutions' or its client(s) have endorsed or approved Contractor or its work. Subject to any confidentiality and non-disclosure obligations of Contractor and/or Energy Solutions under this Agreement and any Prime Contract, Contractor may make reference to a particular project as a part of Contractor's work experience/qualifications for future work of a similar nature without specific reference to locations or facilities or identifying the client unless that information has already entered the public record.

13. Time is of the Essence. The Parties hereby acknowledge that time is of the essence in performing the duties under this Agreement. Failure to comply with stated deadlines or milestones may result in termination of this Agreement, payments being withheld, or other program modifications as directed by Energy Solutions.

14. Compliance with Applicable Laws. Each Party shall comply with all applicable federal, state, and local laws, rules and regulations, and shall obtain all applicable licenses and permits for the conduct of the work.

15. Warranty. Contractor represents and warrants to Energy Solutions that Contractor will perform its Services in a professional manner and with the degree of skill and care that is consistent with current, good, and sound professional procedures and practices. Performance of the Services in a professional manner includes, but is not limited to, meeting the requirements of the Prime Contract(s) under which Energy Solutions is obligated to perform services for its client, and failure to do so shall constitute a material breach of this Agreement.

16. Safety Precautions and Protection of Property. Contractor shall plan and conduct the work to safeguard persons and property from injury. Contractor shall direct performance of the work in compliance with reasonable safety and work practices and applicable federal, state and local laws, rules and regulations, including but not limited to, "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the California Division of Occupational Safety and Health.

17. Insurance. Contractor shall maintain (and cause its sub-contractor(s) to maintain) at all times during this Agreement the insurance coverage set forth below; provided, however, if any Prime Contract requires additional coverage or higher minimum limits, Contractor shall maintain such coverage so as to not cause Energy Solutions to be in breach of such Prime Contract.

a) Commercial General Liability. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions and shall include contractual liability coverage. The limit shall not be less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury, property damage and personal injury (such coverage to be afforded utilizing one or more commercial general liability and/or umbrella liability policies).

b) Business Auto. Unless otherwise waived by Energy Solutions, Contractor shall maintain coverage that is at least as broad as the Insurance Services Office (ISO) covering Automobile Liability with a single combined limit for bodily injury and property damage of no less than \$1,000,000 per accident.

If Energy Solutions agrees to waive Business Auto coverage as described in this Section 17(b), Contractor shall not be permitted to utilize any motor vehicle in the performance of Services. In the event that Contractor breaches this prohibition and utilizes a motor vehicle in the performance of Services, Contractor shall defend, indemnify and hold harmless Energy Solutions against any and all claims, suits, damages and liabilities, including but not limited to reasonable attorneys' fees, arising out of Contractor's utilization of a motor vehicle in the performance of Services.

c) Professional Liability. Professional liability (aka errors and omissions) insurance providing limits of not less than \$2,000,000 per claim.

d) If Contractor has employees during the period of this Agreement, Contractor shall maintain the following insurance coverage in addition to the coverage described above:

Workers' Compensation and Employers' Liability. (i) Workers' Compensation insurance with limits no less than as required by applicable laws, and (ii) Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident.

e) Policy Requirements. Any policy of insurance required hereunder (i) shall be issued by a financially responsible insurance company licensed or authorized to do business in the state where the project is located; (ii) shall provide that such policies shall not be subject to cancellation except after at least 30 days' (10 days in the event of cancellation due to nonpayment of premium) prior written notice to both Contractor and Energy Solutions; (iii) shall be primary, and any insurance carried by the other party shall be noncontributing; (iv) shall, in the

case of commercial general liability insurance, include a cross-liability endorsement and **name as additional insured(s) “Cohen Ventures, Inc., its officers, agents, and employees,”** any additional insured(s) identified in any Prime Contract, and any other designees of Energy Solutions.

Energy Solutions has the right, from time to time, to require Contractor to obtain other types of insurance coverage (or increase the minimum limits of existing coverage) provided such coverage (and/or limits) are commercially reasonable for the industry and, upon Energy Solutions’ written request, Contractor shall obtain such coverage. Contractor’s (and/or its sub-contractor’s) failure to maintain the required insurance shall be grounds for termination of this Agreement.

Upon request, Contractor shall furnish Energy Solutions with certificates of insurance, insurance policies, and endorsements of all required insurance for Contractor and its sub-contractors.

18. Indemnification. Contractor shall indemnify, protect, defend and hold harmless Energy Solutions and Energy Solutions’ client(s), and their respective parent companies, subsidiaries, directors, officers, shareholders, agents, employees, contractors, consultants, successors and assigns, from and against any and all claims, demands, losses, damages, costs, expenses (including reasonable attorneys’ fees and court costs), and liabilities (legal, contractual, or otherwise) incurred by reason of any claim, suit or judgment brought by or on behalf of any person or persons (including, without limitation, any party pursuant to a Prime Contract) for damage, loss or expense to the extent occasioned by, or attributable to, Contractor’s breach of its obligations under this Agreement, or the acts or omissions of Contractor or its employees or sub-contractors, except to the extent any such damage, loss, claim, liability or expense is attributable to the gross negligence or willful misconduct of Energy Solutions.

19. Term of Agreement. This Agreement is effective as of the Effective Date and shall terminate on the earlier of (i) the parties’ performance of their respective obligations hereunder (including Contractor’s completion of its Services under all Task Orders and Energy Solutions’ payment to Contractor as required hereunder), or (ii) a party’s exercising its termination right as set forth below (the “Termination Date”).

a) **Termination for Cause.** Should either party default in the performance of this Agreement or materially breach any of its provisions, the nonbreaching party may terminate this Agreement by giving five (5) days written notice to the breaching party. If the breaching party fails to cure within such five (5) days, the termination will be effective immediately. For the purposes of this section, material breach of this Agreement shall include but not be limited to the following:

- i. Contractor’s failure, refusal, or inability to perform any material aspect of the work and Services in accordance with the scope of work set forth in a Task Order, subject to Force Majeure; or

- ii. a court of law has enjoined Contractor from performing the work; or
- iii. the work, in Energy Solutions' reasonable judgment, will not be completed in the specified time and Energy Solutions has reasonably requested Contractor to take steps necessary to accomplish the required progress and completion, and Contractor has failed to do so; or
- iv. Contractor's misuse of Energy Solutions or its clients' name or logo in violation of Section 12 "Marketing Materials and Other Published Materials"; or
 - v) Energy Solutions' nonpayment of compensation for Contractor's Services within thirty (30) days after Contractor's written demand for payment, if Energy Solutions has received payment from Energy Solutions' client for the same services.

This Agreement shall terminate automatically on the occurrence of any of the following events: (i) bankruptcy or insolvency of either party, or (ii) death of Contractor.

Subject to Energy Solutions' approval, Contractor shall be paid for all undisputed work performed prior to the Termination Date, which payment shall not be unreasonably withheld.

- b) Termination without Cause. Energy Solutions may terminate this Agreement at any time by giving thirty (30) days written notice to Contractor. Upon the Termination Date, Contractor shall suspend performance of the Services. Contractor shall not be entitled to any payment for lost or anticipated profits or overhead on uncompleted portions of the work. Any reports, drawings, materials, or other documents prepared by Contractor (or its sub-contractors), any Developments, Confidential Information, and Energy Solutions and Energy Solutions' client proprietary information in the custody of Contractor shall be delivered by Contractor to Energy Solutions prior to the release of any final payments to Contractor.

20. Non-Waiver. None of the terms, covenants or conditions of this Agreement shall be considered waived by either Party unless such waiver is specifically stated in writing.

21. Assignment; Delegation of Duties. Contractor shall not assign its rights, duties, and obligations under this Agreement. Contractor shall not delegate its rights, duties, and obligations under a Task Order (e.g., to a sub-contractor or employee) without the prior written consent of Energy Solutions, which may be withheld in its sole discretion; provided, however, Contractor shall remain responsible for the quality and timeliness of performance notwithstanding any delegation. Nothing contained in this paragraph prohibits the assignment of accounts receivable for financing purposes.

22. Force Majeure. Neither Party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, Force Majeure is defined as: Acts of war and acts of god such as earthquakes, floods, pandemics, and other natural disasters, or actions of others, including but not limited to strikes, lockouts, or other industrial disturbance, not within the control or arising from the fault of the Party claiming Force Majeure.

The Party affected by a Force Majeure Event ("Affected Party") shall be excused from performing its obligations under this Agreement to the extent that such performance is prevented or delayed due to the delay occasioned by a Force Majeure event; provided, however, that the suspension of performance is of no greater scope and of no longer duration than is required by such Force Majeure event. If a Force Majeure Event excuses Contractor from performing its obligations under this Agreement, Contractor will not be paid for the obligations that were excused because of the Force Majeure Event.

23. Non-Discrimination Clause. Contractor and its sub-contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religions creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and sub-contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall strictly comply (and cause any sub-contractor to strictly comply) with any and all anti-discrimination and anti-harassment provisions set forth in any Prime Contract.

24. Right to Audit. Contractor agrees that Energy Solutions or its designated representatives, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement or the work. Contractor agrees to maintain such records for possible audit for at least seven (7) years after the end of the contract term. Contractor agrees to allow the auditor(s) reasonable access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of Energy Solutions or its designated representative to audit records and interview staff in any subcontract related to performance of the work or this Agreement.

25. Independent Contractor. Contractor, and the agents and employees of Contractor, in the performance of the work, shall act in an independent capacity and not as officers, employees or agents of Energy Solutions or its clients. Nothing in this Agreement shall be construed so as to render Contractor, or any persons hired by Contractor, an employee, agent, representative, joint venturer or partner of Energy Solutions or its clients, and neither Contractor nor its employees or sub-contractors shall hold themselves out to others in such capacity. Contractor has no authority to enter into any agreement, commitment or understanding on behalf of Energy Solutions. Energy Solutions shall have

no right to, and shall not, control the manner or prescribe the method by which the Services are performed by Contractor. Contractor shall be responsible for all administrative services and related costs for office materials and office equipment, telecommunications charges and facilities costs required for the performance of Services.

26. No Benefits; Payment of Taxes; Expenses.

- a) Contractor shall not be entitled to any benefits afforded to Energy Solutions' employees, including without limitation workers' compensation, disability insurance, vacation, or sick pay.
- b) Contractor shall comply, at its own expense, with all applicable provisions of workers' compensation laws, unemployment insurance laws, federal social security law, the Fair Labor Standards Act, and all other applicable federal, state, and local laws and regulations relating to the terms and conditions of employment required to be fulfilled by employers and any other applicable federal, state, and local laws and regulations.
- c) Contractor shall be responsible for providing, at Contractor's expense and in Contractor's name, disability, worker's compensation, or other insurance, as well as licenses and permits usual or necessary for conducting its Services under this Agreement.
- d) Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation under this Agreement, including estimated taxes, and shall provide Energy Solutions with proof of said payments on demand.
- e) Contractor shall be responsible for all expenses and overhead costs incurred in association with the performance of its Services.

27. Ownership of Intellectual Property; Confidentiality.

- a) New Developments. Contractor hereby agrees that all data, reports, information, designs, drawings, specifications, plans, manuals, prototypes, inventions, computer programs, software, improvements of equipment, tools or processes, and all other information and items conceived, developed, implemented and/or produced by Contractor in the performance of its obligations and Services pursuant to this Agreement (collectively, the "Developments"), belongs to Energy Solutions and its client that is identified in the applicable Prime Contract, and Contractor shall retain no ownership, interest, or title therein. All such Developments shall be promptly disclosed to Energy Solutions, shall be considered "works made for hire" under the copyright laws of the United States, and shall become and remain the sole and exclusive property of Energy Solutions and its client. Contractor hereby irrevocably transfers and assigns to Energy Solutions all its right, title, and interest in and to any patents, copyrights and other intellectual property rights in the Developments and hereby agrees to fully cooperate and to do all things reasonably

necessary to allow Energy Solutions or its successors, assigns or nominees sole and exclusive ownership, including the execution of documents deemed necessary by Energy Solutions. Contractor agrees to obtain written assurances from its employees and contract personnel of their agreement to the terms of this Agreement with regard to Confidential Information (as defined below) and New Developments.

- b) Pre-Existing Materials; Use and Reproduction Rights. Unless expressly agreed to in writing by Contractor, all intellectual property developed or owned by Contractor prior to or outside of the scope of this Agreement, including documents, works, data, know-how, methodologies, software, hardware, tools, processes, and materials (collectively, the "Pre-Existing Materials") shall remain the sole and exclusive property of Contractor. If and to the extent that Contractor's Pre-Existing Materials are used in or incorporated into, combined with or otherwise necessary for the use of the deliverables, work, or services of Contractor under this Agreement, Contractor hereby grants to the applicable Energy Solutions client the irrevocable, perpetual, non-exclusive, worldwide, royalty free right and license to such Pre-Existing Materials as incorporated into, combined or used with the Contractor's deliverables, work or services hereunder, and to (i) make, use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon the deliverables, work or services provided hereunder incorporating such Pre-Existing Materials including derivative works thereof; and (ii) authorize others to do any or all of the foregoing in connection with Energy Solutions' clients' business. The foregoing license for Pre-Existing Materials may be modified in writing by the parties in a Task Order for the specific deliverable, work or service incorporating or using such Pre-Existing Materials. Any claims by Contractor to proprietary rights in materials used in the course of providing Services hereunder must be expressly set forth and identified in this Agreement or shall have been previously disclosed to Energy Solutions in writing.
- c) Infringement Protection. Contractor represents to Energy Solutions that the material to be prepared under this Agreement will not infringe upon the copyright, patent, or license, or otherwise violate the proprietary rights, including trade secret rights, of any person or entity. Contractor agrees to indemnify, defend, and hold Energy Solutions, Energy Solutions' clients, and their parent company, subsidiaries and/or affiliates, and successors and assigns, harmless from and against any and all liabilities, costs and damages arising out of any such infringement, and from any suit, demand or claim made against Energy Solutions or its clients, their parent company, subsidiaries and/or affiliates, alleging any such infringement or violation. In addition to the foregoing, if there is such a suit, demand or claim, Contractor agrees, as soon as possible, to either procure for Energy Solutions and its clients the right to continue using the material, replace the material with non-infringing material or modify it so it becomes non-infringing; provided, however that the replaced or modified material shall be equal to that contracted for hereunder and satisfactory to Energy Solutions. Contractor further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand, or claim, and pay any reasonable attorney's fees incurred by Energy Solutions or its clients in defense against such suit.

- d) Copyright Registration. Notice of Energy Solutions' or its clients' copyright ownership shall be placed by Contractor on all reports, information or instructional manuals, computer programs or other written, recorded, photographic or visual materials or other deliverables to which such Energy Solutions client has the right of such ownership as provided in this Agreement. Such notice shall be placed on the materials in a manner and location as to give reasonable notice of the claim of copyright and shall consist of the copyright symbol or the word "Copyright" followed by the year in which the material is produced and the name of the Energy Solutions' client. Application for copyright registration shall not be the responsibility of Contractor, subject to Contractor's cooperation as required in subsection (a) above.
- e) Confidential Information. Contractor acknowledges that in the course of performing its Services hereunder, Contractor will receive and be given access to by Energy Solutions and/or its clients, certain confidential, secret and proprietary information, either orally or in writing or in printed, graphic or electronically recorded materials, records, data, specifications, formulas, technology, inventions, devices, products, methods, know-how, processes, financial data, specific client data and requirements, client and potential client lists, personally identifiable information of Energy Solutions employees, contractors, clients, customers of clients, information concerning Energy Solutions' employees, agents or divisions, pricing information, and other trade secrets (collectively, the "Confidential Information") which have been or will be developed and owned by Energy Solutions or its client.

The term "Confidential Information" will not include information that Contractor can demonstrate by competent contemporaneous written documentation: (a) is readily available to the public through no breach, omission, act or failure to act on the part of Contractor; (b) is hereafter furnished to Contractor by a third party, as a matter of right and without restriction on disclosure; (c) is the subject of a prior written permission to disclose provided by Energy Solutions; or (d) is known by Contractor at the time of receiving such information, as evidenced by its written files and records; (e) is independently developed by Contractor without use of or reference to the Confidential Information.

- f) Non-Disclosure. Except as otherwise specifically set forth herein, Contractor will not, directly or indirectly, disclose, or cause or permit to be disclosed, to any person or to any entity whatsoever any Confidential Information that has been or is acquired by Contractor pursuant to this Agreement. Contractor may disclose the Confidential Information to only those employees of Contractor only to the extent reasonably necessary and required in the discharge of Contractor's duties, responsibilities, and obligations as a contractor of Energy Solutions. On termination of Contractor's services, or at the request of Energy Solutions before termination, Contractor shall deliver to Energy Solutions all material in Contractor's custody or control relating to Energy Solutions' business including all Confidential Information and shall not retain any copies of the materials so returned. The obligations concerning Confidential Information extend to information belonging to clients and suppliers of Energy Solutions about whom Contractor may have gained knowledge as a result of providing its Services under this Agreement.

The parties stipulate that as between them the Confidential Information consists primarily of important material and confidential trade secrets (except to the extent that such information either is or becomes published or is or becomes a matter of public knowledge through no wrongful action of Contractor). The parties further agree that the remedy at law for any breach of this subsection (c) “Non-Disclosure” would be inadequate and that, in addition to any other remedies Energy Solutions may have at law or in equity, Energy Solutions shall be entitled to temporary or permanent injunctive relief without the necessity of proving actual damages. Notwithstanding the preceding sentence, the parties further agree it is foreseeable that the breach by Contractor of this Non-disclosure provision may result in substantial loss of profits or other damages to Energy Solutions and that, in addition to any other remedies Energy Solutions may have, Energy Solutions shall be entitled to monetary damages upon proof.

In the event a subpoena or other legal process is served upon Contractor that, pursuant to the requirement of a governmental agency or law of the United States of America or any state thereof (or any governmental or political subdivision thereof), requires the disclosure of Energy Solutions’ Confidential Information disclosed hereunder, Contractor will notify Energy Solutions promptly upon receipt of such subpoena or other request for legal process, and will cooperate with Energy Solutions, at Energy Solutions’ expense, in any lawful effort by Energy Solutions to contest the legal validity or scope of such subpoena or other legal process.

Each of the covenants contained in this Section 27 shall survive the termination of this Agreement, regardless of the reason for such termination.

28. Data Security.

- a) Contractor shall follow best commercial practices or reasonable Energy Solutions requirements with respect to data security and the security of the Energy Solutions computing environment and otherwise. Contractor represents and warrants that: (a) it will not alter or disable any hardware or software security programs residing on Energy Solutions’ hardware or systems, or (b) allow unauthorized traffic to pass as a result of its access into Energy Solutions’ networks.

- b) Contractor shall establish and maintain safeguards against the destruction, loss, alteration of or unauthorized access to Energy Solutions data in the possession of Contractor. Contractor shall implement and maintain appropriate administrative, technical (including encryption and virus/spyware scanning) and physical safeguards, procedures and practices to: (i) comply with all applicable legal and regulatory requirements and standards; (ii) ensure the security, confidentiality and integrity of all information transmitted electronically between the parties or otherwise stored by Contractor, however stored, retained, maintained, saved or held by Contractor; (iii) protect against any anticipated threats or hazards to the security, confidentiality or integrity of such information; and (iv) protect against unauthorized use, destruction, modification or disclosure of such information. Contractor shall maintain written

security plans complying with the foregoing and shall provide Energy Solutions with access to copies of such plans upon request.

- c) Contractor shall notify Energy Solutions immediately in writing if it becomes aware of any potential or actual unauthorized disclosure, access to, acquisition of, or other loss or use of any Confidential Information including, at a minimum: (i) a description of the breach or loss, including the date it occurred; (ii) the number of individuals or accounts affected and their states of residence; (iii) the information accessed, acquired, lost and/or misused; (iv) whether the breach or loss was computerized in nature or a paper loss; (v) whether such information was encrypted or unencrypted, (vi) whether encryption keys or passwords may have been compromised; and (vii) a description of the steps taken to investigate the incident, secure Energy Solutions' or Contractor's systems or recover lost information, and prevent the recurrence of further security breaches or losses of the same type.

- d) In the event of any potential or actual unauthorized disclosure or use of any Confidential Information, Contractor shall also cooperate with Energy Solutions and the client, as applicable, their representatives and any applicable regulatory authorities, at Contractor's cost, to (i) further assess the risk that unauthorized use or disclosure of Confidential Information has occurred, the nature and scope of any such incident and review all pertinent records; (ii) take other remedial measures as may be reasonably necessary or appropriate to mitigate the risk arising out of unauthorized use or disclosure of the Confidential Information; and (iii) pay for notices to Energy Solutions' or its client's customers if Energy Solutions determines that such notices should be provided.

29. Notices or Demands. Unless expressly stated otherwise, any approval, consent or confirmation required under this Agreement shall be in writing. Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by email, nationally recognized overnight courier, or first-class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party. Except for Change Orders which shall go through Energy Solutions' Project Coordinator, all other notices and correspondence shall be addressed as follows:

Energy Solutions:
Cohen Ventures, Inc.
Attention: Contract Services
449 15th Street, Suite 400
Oakland, CA 94612
Telephone: 510-482-4420
Email: Contracts@energy-solution.com

CONTRACTOR:

Company Name

Attention

Address

Address

Phone:

Email:

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person authorized to receive such notice if delivered before 5:00 p.m., or otherwise on the business day following personal delivery; (b) if mailed, three (3) business days after the date the notice is postmarked; (c) if by email, upon written email confirmation of receipt or read receipt; or (d) if by overnight courier: on the business day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

- 30. Severability.** In the event that one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and such provision shall be deemed amended to the minimum extent necessary to conform to applicable law so as to be valid, legal, and enforceable. If such provision cannot be amended as provided above, it will be stricken, and the remainder of this Agreement will remain in full force and effect.
- 31. Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. Any controversy or claim arising out of or in any way relating to this Agreement which cannot be amicably settled by the parties shall be litigated in a court of competent jurisdiction.
- 32. Section Headings.** Section headings appearing in this Agreement are for convenience only and shall not be construed as interpretations of text.
- 33. Survival.** Notwithstanding completion or termination of this Agreement, or any amendment to this Agreement, the Parties shall continue to be bound by the provisions of this Agreement and subsequent Amendment(s), including the indemnification and insurance provisions and the provisions pertaining to intellectual property rights and non-disclosure of Confidential Information, which shall survive the termination of this Agreement.
- 34. Attorneys' Fees.** In the event of any legal action or other proceeding between the Parties arising out of this Agreement or for the enforcement of any party's rights in and under this Agreement, the prevailing Party in such legal action or proceeding shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable in-house and outside attorneys' fees.

Attorneys' fees incurred by either party in enforcing any judgment on any action brought to resolve any controversy arising under this Agreement shall also be recoverable by the prevailing party. Such right to recover post-judgment attorneys' fees shall be separate and distinct from the right to recover attorneys' fees pursuant to the immediately preceding paragraph.

35. Amendment; Modification. No modification or change to this Agreement shall be binding or effective unless expressly set forth in writing by Energy Solutions and Contractor. No oral understanding or agreement not incorporated into this Agreement is binding on any Party. Contractor may not exceed the Task Order total and subtask budgets set forth in each respective Task Order incorporated of this Agreement, without first obtaining written permission from Energy Solutions.

36. Conflicts of Interest. Contractor represents and warrants that presently there is no interest, and none shall be acquired, direct or indirect, which conflicts in any material manner or degree with its performance of Services as required under this Agreement. Contractor further covenants that in the performance of the Services, no person having any interest shall be employed by it.

No employee, officer, or agent of Contractor ("Contractor Personnel") shall participate in selection or in the award or administration of a contract in connection with performance of the Services hereunder if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a) The Contractor Personnel;
- b) Any member of Contractor Personnel's immediate family;
- c) Any Contractor Personnel's partner; or
- d) An organization which employs, or is about to employ, any of the above has a financial or other interest in the firm selected for award.

Contractor Personnel shall neither solicit nor accept gratuities, favors or anything of monetary value from potential sub-contractors, or parties to subcontracts.

37. Binding on Heirs. This contract shall be binding upon the heirs, successors, assigns, or transferees of Energy Solutions or Contractor, as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this contract other than as provided above.

38. Remedies Cumulative. The remedies conferred by this contract upon Energy Solutions are not intended to be exclusive but are cumulative and in addition to all other remedies provided by law.

39. Complete Agreement. The Task Orders referenced herein and attached hereto are incorporated and made a part of this Agreement. This Agreement constitutes the complete and entire agreement between the Parties and supersedes any previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. There are no additions to, or deletions from, or changes in, any of the provisions hereof, and no understandings, representations or agreements concerning any of the same, which are not expressed herein, unless stated below. Neither Party has relied upon any representation, warranty, projection, estimate nor other communication from the other not specifically identified in this Agreement.

40. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument.

41. Authority To Execute. Each individual executing this Agreement on behalf of Energy Solutions and Contractor represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of said Party, and that this Agreement is binding upon said Party in accordance with its terms and conditions.

42. Construction of Agreement; Legal Advice. The terms and conditions of this Agreement shall not be construed against either party as the drafting party. Contractor acknowledges that it has had an opportunity to consult its own legal advisor concerning this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CONTRACTOR

By:
Title:
Date:

COHEN VENTURES, INC.

By:
Title:
Date:

APPENDIX D
Task Order

TASK ORDER NUMBER [X]

This Task Order [X], made effective as of [Month DD, YYYY] (“Effective Date”), is issued under Contract for Services No. [XXXX] by and between Cohen Ventures, Inc., dba Energy Solutions (“Energy Solutions”), and [Contractor full legal name and dba, if any, company type, and jurisdiction] (“Contractor”), dated [Month XX, Year] (“Agreement”). This Task Order is incorporated into the Agreement by reference. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

Contractor will provide its services to Energy Solutions on the following project:

Energy Solutions Project Number:

Energy Solutions Project Name:

Energy Solutions Project Coordinator:

Contractor Coordinator:

Project Description

Contractor will assist Energy Solutions in work as assigned by an Energy Solutions Project Coordinator and/or Director. Contractor Services (further defined in the Section entitled Scope of Work) under this Task Order are provided by Contractor as a sub-contractor under Energy Solutions’ Prime Contract with Silicon Valley Clean Energy titled [Full name and number of master client contract] dated [Month DD, YYYY], including all incorporated exhibits, addenda, statements of work, and purchase orders (“Prime Contract”). Terms and conditions of the Prime Contract apply to Contractor as set forth in Section 2 “Contract Relationships” of the Agreement. The terms of the Prime Contract applicable to the Contractor are hereby attached and incorporated herein by this reference.

Scope of Work

Schedule

To begin as of the Effective Date and continue until [Month DD, YYYY], or until terminated by either Party as set forth in the Agreement.

Compensation

The Services performed under this Task Order shall be billed on a time and materials basis at the rates established in the table below and pursuant to Section 8 of the Agreement.

AUTHORIZED TO EXECUTE THIS TASK ORDER ON BEHALF OF CONTRACTOR AND
BIND CONTRACTOR TO THE TERMS AND CONDITIONS SET FORTH ABOVE.
CONTRACTOR

By:
Title:
Date:

COHEN VENTURES, INC.

By:
Title:
Date:

[Contractor Name] (“Contractor”)

Attn: [Person to Receive Notices]

Address

Address

Date: [Task Order Effective Date]

Subject: COVID-19 Notice to Contractors Regarding In-Person Activity

Agreement Reference: [Agreement Name and Reference #] (“Agreement”)

Dear [Person to Receive Notices],

Please read this Notice carefully, as the information contained and attached herein will affect any in-person work provided by Contractor pursuant to the Agreement. This Notice is being provided in response to the COVID-19 global pandemic and the applicable recommendations and regulations by the CDC, OSHA, local governments, and our clients and to otherwise protect the safety of all persons on any Energy Solutions job sites.

In light of the COVID-19 global pandemic, Energy Solutions has developed and implemented a Safe Work Plan, as amended from time to time, attached herein as Attachment 1 (the “Safe Work Plan”). The Safe Work Plan is being provided to Contractor as a set of guidelines that should be followed for any in-person Services that will be provided on an Energy Solutions job site as described in any Task Order.

Required Notifications. Contractor must notify the below Energy Solutions Project Coordinator if any of its employees have reported a suspected or known exposure to COVID-19 and have come in personal contact with Energy Solutions staff or Prime Clients, or it is aware of any parties asserting claims or issues related to exposure:

Name: [Energy Solutions Project Coordinator Name]

Phone: 510-482-4420 Ext. [Project Coordinator's Extension]
Email: [Energy Solutions Project Coordinator Email]

Sincerely,

[Signing Director's Name]
[Signing Director's Title]

[Signatures are on following page]

By signing below, Contractor acknowledges that Contractor has read and understands this Notice and its attachments.

CONTRACTOR

By:
Title:
Date: