

June 21, 2019

Subject: Puget Sound Energy

Customer Energy Management

2020-21 Energy Efficiency Services, Request for Proposals

Dear Potential Bidder:

Puget Sound Energy, Inc. (PSE) is soliciting proposals for <u>the renewal of existing energy efficiency programs</u> <u>and services</u> AS WELL AS <u>new offerings of energy efficiency programs and services</u> for the 2020 through 2021 program period. This Request for Proposals (RFP) is sponsored by the Customer Energy Management (CEM) group at PSE. The CEM group is soliciting support for existing demand side management products, programs and/or services that will result in direct and measurable gas and/or electric energy savings.

PSE is soliciting proposals for 10 programs/pilots in these sector topic areas:

- A. Engineering Services and Sub-metering Program RFP*
- B. Small Business Direct Install
- C. Wholesale Midstream Rebate Delivery
- D. Midstream Residential Rebate Attribution*
- E. Field Services
- F. Home Energy Reports
- G. Home Energy Assessments/Residential In-Home Services
- H. Residential Customer Efficiency Purchase Pilot*
- I. AMI Single Family Enhanced Engagement Pilot*
- J. AMI Small and Medium Business (SMB) Enhanced Engagement Pilot*
 - * indicates new or substantially modified program

Your first action item (see Solicitation Timeline in I. Introduction, Section C of the RFP) is to provide a completed Intent to Bid form identifying the sector topic areas for which you would like to submit a proposal. This allows PSE to identify contact(s) for ongoing RFP communications such as answers to questions and RFP updates. Bidder questions are due a week later.

- Intent to Bid forms are due July 3rd, 2019 and must be submitted electronically to CEMRFP@pse.com.
- Bidder Questions are due July 10th, 2019 and must be submitted electronically to CEMRFP@pse.com.
- Electronic proposal responses must be received by no later than 5:00 PM Pacific Time, August 7th,
 2019 to CEMRFP@pse.com

All communication regarding this RFP should be directed to CEMRFP@pse.com.

Sincerely,

Haida May Malcolm Senior Market Analyst

Energy Efficiency Services - Puget Sound Energy

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I. INTRODUCTION

The goal of this Request for Proposal (RFP) is to secure bids for the implementation of **existing and new offerings**, **programs and services** that will provide energy savings and related services to PSE customers for the 2020-21 program years. This RFP is sponsored by the Customer Energy Management (CEM) Department, the PSE division chartered with delivering energy efficiency services to PSE customers. PSE is seeking proposals for 10 new and existing programs and/or program support services that will produce electricity and natural gas savings from both residential and business customer sectors throughout the entire service area.

Proposed services are to be delivered between January 1, 2020 and December 31, 2021.

A. Key Considerations for Bidders

- Any products bid through this RFP should be available for implementation starting January 1, 2020 and ending December 31, 2021.
- PSE will determine from the list of responding interested parties, those vendors and contractors with whom PSE, in its sole judgment, wishes to engage in further discussion and/or negotiate a contract.
- PSE is under no obligation to select any proposal or move forward with any proposed program.
- For all awarded contracts, the vendor must collect, and provide to PSE staff, data on individual customers, measures, and installations sufficient to enable required energy efficiency evaluation, measurement & verification (EM&V). PSE must approve Evaluation, Measurement and Verification plans, marketing, IT data security, sales and/or promotional plans.
- All conservation measures included in a program proposal must produce savings that can be reliably measured or estimated with accepted engineering methods.
- PSE requires successful bidders to use PSE branding in activities contracted by the parties.
 Co-branding helps PSE customers recognize that some program activities are authorized by
 and performed on behalf of PSE. Include in proposal those areas that might be considered
 for co-branding if company is a successful bidder. Co-branding Guidelines are found in
 Exhibit F Doing Business with PSE.
- All bidders must respond to the IT security questions, and must be willing and able to adhere to PSE's data security requirements.
- All bidders must submit a statement accepting the Agreement for Services (Exhibit F) or must identify area(s) for discussion with suggested language modifications. Include the specific Section and Item number for clarity.

B. PSE's Critical Factors and Key Priorities for 2020-21

All proposals should be aligned with PSE's Critical Factors and Key Priorities for 2020-21. Table 1 outlines the Critical Factors that all written responses must meet in order to be considered in RFP response.

Table 1. PSE Critical Factors

Compliance with Conservation Tariffs:

- Electric Tariff 83¹
- Gas Tariff 183²

Results in Direct or Indirect Energy Efficiency Savings

Meets PSE Program Cost-Effectiveness Standards

Ability to Evaluate, Measure and Verify Savings

Maintains a Reasonable Direct Benefit to Customer* / Program Administrative

Bidder responses should directly align with one or more of the following Key Priorities for 2020-21. The Key Priorities will be considered as part of the evaluation criteria used for any Proposal provided in response to this RFP, and are listed below in no particular order:

a. Serves Targeted Customer Segment(s)

Programs may target customer segments using one or more of the following approaches:

- i. Targeting "hard-to-reach" customer segments, as defined by Northwest Power and Conservation Council in the Seventh Power Plan³, through a new and/or innovative approach. Proposals should also consider and provide data analysis (including raw data that was used in the analysis as an attachment) demonstrating that the segment is also "underserved" by PSE's existing or past energy efficiency program models and approaches⁴.
- ii. Utilizes market segmentation to focus energy efficiency efforts on specific customer segments within a sector (i.e. commercial, residential, and industrial) more efficiently and effectively than achieved by traditional models.
- iii. Other methods which more effectively drive engagement of a subsector within a customer segment (i.e. facility operators, property managers, building owners, property associations, English as a Second Language customers, etc.) to drive deeper savings in residential and commercial sectors.

^{*}Costs related to customer service and engagement activities (versus program implementation administrative costs)

https://www.pse.com/-/media/Project/PSE/Portal/Rate-documents/Electric/elec sch 083.pdf

² https://www.pse.com/-/media/Project/PSE/Portal/Rate-documents/Gas/gas_sch_183.pdf

³ https://www.nwcou<u>ncil.org/energy/powerplan/7/home/</u>

⁴ Historical program information can be found on www.pse.com (See Section I, Subsection E for more details)

b. Improves Customer Experience and Satisfaction

Proposals should consider how a program directly improves PSE customer (gas, electric or both) experience and satisfaction with the utility. If available, proposal should include proposed evaluation metrics and any required data that would be needed to monitor success.

c. Provides Self-service Options

PSE is focused on providing more self-service options to its customers at a corporate level. PSE is seeking written responses that integrate with PSE's initiative to provide innovative online and digital options to customers which promote energy efficiency. Any proposal should align with the following requirements (in addition to the detail requirements outlined in Exhibit F):

- i. If the proposal includes a digital user interface, it should be integrated with established PSE digital architecture, providing a seamless and consistent digital experience across all channels (i.e. website, mobile applications, interactive voice response systems, etc.) The interface should include single sign-on capability through PSE's myPSE Account login.
- ii. Any customer data (including all transaction and interaction data) collected or generated through the idea or created as part of the program shall be the property of Puget Sound Energy and must be accessible to PSE at all times in near real time as necessary via secure automated means. This includes data such as (but not limited to) customer contact information and the customer journey across all channels. If data collection is part of the product, program and/or support service, written response should include detailed requirements related to data inventories and movement. Vendor will be required to demonstrate adherence to PSE's Data Security Requirements and Best Practices Guidelines as outlined in Exhibits F and G.

d. Integration with other PSE Programs

Written response should highlight integration with other PSE programs, products and/or services such as (but not limited to): other energy efficiency programs, demand response, renewable customer-facing programs, myPSE, paperless billing, autopay, etc.

e. Piloting an Innovative Approach

PSE is interested in new and innovative approaches which drive deeper energy efficiency savings through energy efficiency pilots. Written response should demonstrate market readiness for an innovative idea, and attachments should provide additional detail on the need for the pilot, Unit Energy Savings (UES) sources and/or estimates, data which supports the need for the new approach, and any best practices or examples from other utilities implementing similar programs.

C. Solicitation Timeline

The following represents PSE's initial projected timeline.

Dates*
June 21, 2019
July 3, 2019
July 10, 2019
July 17, 2019
August 7, 2019
August 23, 2019
August 26, 2019
September -
October 2010
September -
October 2010
November 1, 2019
January 1, 2020

^{*}All submittals must be received by PSE no later than 5:00 p.m. Pacific Time, on the due date.

This timetable is provided for planning purposes only and may be modified by PSE as required.

D. Bidder Questions

PSE requires questions on the RFP to be submitted in writing, electronically to CEMRFP@pse.com.

All questions received from bidders must be categorized by program (e.g. Small Business Direct Install, etc.). PSE will answer and deliver to all Responders that have submitted Intent to Bid for that program, see Proposal Details (section III.) for specifics.

E. About Puget Sound Energy

There is a reason why PSE has been around for more than a century. With the recognition of being Washington State's oldest energy utility provider, comes a responsibility to our customers and employees.

It's not just PSE's commitment to safe, dependable and efficient energy that makes us so well regarded, but PSE's dedication to finding solutions and building partnerships throughout the greater Puget Sound region.

PSE strives to deliver a great customer experience and looks to our contractors to enhance that experience.

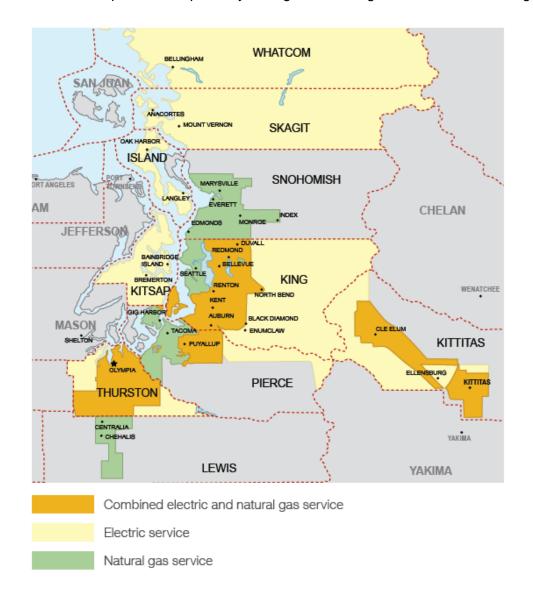
Fast facts:

Headquarters: Bellevue, Washington

Employees: 2,700

Customers: 1.1 million electric and more than 790,000 natural gas

Service area: 6,000+ square miles, primarily in Puget Sound region of Western Washington



PSE Service Area

Service area population: Approximately 4 million

Counties served:

Island (electric)Lewis (natural gas)King (combined)Pierce (combined)Thurston (combined)Kitsap (electric)Skagit (electric)Whatcom (electric)Kittitas (combined)Snohomish (nat.gas)

PSE Customer Experience Intent Statement:

PSE places high value on our interface with and commitment to our customers. The following statement reflects the experience we want to provide to our customers:

In every interaction with PSE, I know I am dealing with honest and caring people, who understand me, anticipate my needs and make doing business easy. I can trust they will be fair and do the right thing.

If there's a problem, they respond quickly and work until it is resolved to my satisfaction. Their information, products and services provide value and benefit, are reliable and keep me safe.

They are committed to help me control my energy cost and to be a responsible steward of the energy I consume.

We expect our vendors to align with this intent.

F. About RFP Sponsor and Key Stakeholders

PSE is committed to helping our customers reduce energy costs and manage their energy consumption

Our success to date can be attributed to our customers, employees and partnerships with program service providers. Together, we achieve a remarkable level of energy savings.

The sponsor of this RFP is Energy Efficiency Services, the department within PSE that is dedicated to providing energy efficiency products and services to PSE business and residential customers. Key stakeholders who will also participate in the review and evaluation of proposals include, but are not limited to individuals from PSE's Marketing and Branding teams, Digital Experience, Data Security, Go to Market, and Self-Service Integration teams.

For reference, historical conservation plans and reports can be found here:

Electric tariffs & rules: https://www.pse.com/pages/rates/electric-tariffs-and-rules#sort=%40fdocumentdate43883%20descending

Natural gas tariffs & rules: https://www.pse.com/pages/rates/gas-tariffs-and-rules#sort=%40fdocumentdate43883%20descending

II. POTENTIAL PROGRAMS

A. Engineering Services and Submetering Program RFP

i. Program Background and Goals

Puget Sound Energy's (PSE) Engineering Services Program is to provide customers an outside resource or third-party engineering firm to develop and implement energy efficiency projects as well as support customer strategic energy management efforts. This program is to support the Industrial Energy Management (IEM) program and its four sub-offerings, 1) Custom grants, Industrial Systems Optimization Program (ISOP), Industrial Strategic Energy Management (ISEM), and Comprehensive Small Industrial (CSI) serving industrial and institutional customers. The program will support the E250/G250 program schedules.

The Engineering Services are focused on industrial processes and manufacturing facilities. Some examples of analysis and services desired would be:

- HVAC Central Plants
- Refrigeration
- Compressed Air
- Pumping
- · Fans and blowers
- Waste Water Treatment
- Strategic Energy Management

PSE will manage the program and third-party Implementer will provide engineering services as requested. The program scope depends on the needs of the projects and the program goals in the IEM program. The program has two main tasks: energy engineering support and equipment submetering. Proposal may be submitted for one or both tasks. Third party implementers are encouraged to identify areas of specialty along with tasks they would like to deliver.

ii. Program Budgets and Targets

The Engineering Services bi-annual budgets for 2020-2021 are estimated to be:

- Engineering Support: \$350,000 to \$500,000
- Electrical Sub-metering: \$50,000 to \$100,000

Proposals must contain a breakdown of hourly rates for each task including: engineering, administration support, and miscellaneous project tasks. The details of the hours for each task and the total budget shall be provided.

iii. High Level Success Factors and Proposal Evaluation Criteria

Typical scope of projects for Engineering Support:

A typical scope may be to provide energy savings and cost estimates-project implementation support such as M&V and commissioning. At PSE's request, the third-party Implementer will

provide a brief proposal for project requests to indicate the scope of the service and hours required with a not-to-exceed budget. In general, the budget for the Engineering support will not exceed 10% of the project incentive. As an example, a refrigeration project that saves 300,000 kWh and is eligible for an incentive of \$90,000 will have a budget for Engineering Support of \$9,000 or less.

For strategic energy management support a typical scope may be to provide assistance in site optimization and kaizen events as well as analysis support for some complex industrial systems. At PSE's request, the third-party Implementer will provide a brief proposal for project requests to indicate the scope of the service and hours required with a not-to-exceed budget.

The budget for each project is based on a time and material proposal provided by the third-party and must be approved by PSE before actual work starts.

Typical scope of projects for Sub-metering Services:

A typical scope for this task would be to sub-meter a 100 HP air compressor for two weeks. In some cases, the scope may be instantaneous power readings of equipment. To minimize the cost of travel, multiple projects may be grouped together as one project. All electrical measurements will include true power measurements. Third-party Implementers will provide a proposal with number of hours required, not-to-exceed budget, and a proposed schedule to complete the project at PSE's request. PSE must approve the budget and schedule before the actual work begins.

Safety is very important to PSE. Persons conducting sub-metering must be qualified, follow all industry standards and practices, and obey all applicable government or local rules, laws, and regulations.

iv. How Customers Can Participate

Customers or their contractors may submit requests for services. PSE will review the customer request to determine the needs and set the scope. The request will be managed depending on PSE's in-house resources available and the potential incentive of the project. Some requests for Engineering Support may be handled by in-house engineers.

v. Key Partnerships

The third-party Implementer is expected to share other PSE products, programs, and service materials with customers participating in this program.

vi. Vendor Performance Requirements

Included in Section iii above.

vii. Vendor Program Management Expectations

Included in Section iii above.

B. Small Business Direct Install

i. Program Background and Goals

Puget Sound Energy's (PSE's) Small Business Direct Install (SBDI) program is designed to be a Small-to-Medium sized Business (SMB) outreach and engagement program that focuses on customer service, community involvement, customer recognition and energy savings. SBDI will utilize a turnkey direct install delivery model to provide energy efficiency measures to eligible SMB customers across the entire service territory in a way that meets the unique needs of this customer segment. The program has been designed to complement PSE's other commercial programs and PSE's Energy Efficiency Outreach team goals.

For the purposes of this Request for Proposals, an SMB is defined as a commercial "hard to reach" and underserved customer with less than 350 kW estimated/actual billing demand (typically served by PSE electric rate schedules 24 or 25) or less than 12,000 annual therms of gas consumption per year (typically served by gas rate schedule 31) and has a building space that occupies 10,000 square feet or less. PSE may use additional rate schedules and/or criteria to further define eligible customers. PSE is open to additional input on the definition of a small business as part of this RFP response.

The Vendor will demonstrate innovative strategies to engage this customer segment to increase participation levels and provide cost-effective services. Services provided through this program should include (but are not limited to):

- Comprehensive energy assessment and data collection identifying all energy saving opportunities
- Identification and installation of direct install opportunities
- Education and information on energy usage and energy efficiency benefits
- Cross promotion and referrals to additional PSE programs, products, and services
- Local contractor relationship management to support the program including program training and enrollment, oversight and administrative activities
- Direct install project management including permitting and materials management
- Support for targeted energy efficiency outreach including community blitzes, and segment specific and proportionally underserved SMB campaigns and pilots
- Support for customer recognition and follow-up
- Cross utility coordination
- Ensuring ongoing system compatibility with PSE's energy efficiency rebate processing platform
- Prioritization of PSE brand during all marketing, outreach and customer interaction activities
- Superior customer service and quality assurance

The program seeks to align with broader corporate initiatives that serve small to medium businesses, including providing self-service options and online tools to make doing business with PSE easy. Cross-promotion of other applicable products and services to encourage company integration will also be of importance. Additionally, particular emphasis to ensure that proportionately underserved customers receive equitable access to PSE programs and resources is critical.

ii. Program Budgets and Targets

The SBDI program bi-annual savings targets for 2020-2021 will be based on existing market potential and the need to increase savings targets with this program to offset other portfolio losses. SBDI program and future savings projections are informed by the Regional Integrated Resource Plan. Estimated 2020-2021 targets for the purposes of this RFP are as follows:

2020-2021 Program Target	kWh	Therms
Small Business Direct Install	36,000,000	12,000

Proposals shall include a proposed administrative payment structure which may include (but is not limited to) the following payment structures: performance based-payment, time and materials, milestone driven, flat fee, or a combination. PSE will compare and align proposed material costs with those supplied by other PSE commercial programs.

Administrative costs should meet or exceed PSE's desired ratio of 80% Direct Benefit to Customer costs to 20% administrative costs. Administrative costs may include (but are not limited to) all costs related to program invoicing and reporting, labor costs of administrative staff, and administrative overhead costs. Direct Benefit to Customer may include (but are not limited to): measure costs, incentives, labor related to installation, permitting, survey costs, and other customer-related costs.

Estimated budget shall be based on the proposed measure mix (Attachment 1 – Basic Measure List ([raft]) and anticipated kWh and therm targets listed above.

If implementer is proposing a performance based payment model, bidder must demonstrate how the performance payment was determined in the notes section of Exhibit C.

iii. High Level Success Factors and Proposal Evaluation Criteria

Selected bidder will be expected to achieve 100% of target for 2020-2021 Biennium energy savings and provide a high level of customer satisfaction. Other Key Performance Indicators may include (but are not limited to):

- Conversion rates
- Referral rates to other PSE programs and trade allies

Vendors will also be evaluated based on their ability to provide a proposal which aligns with the information provided in this program description while also meeting PSE's key priorities outlined in section B of the RFP Introduction.

Category	Percent
Customer Experience	20%
Self-service Options	5%

Hard-to-Reach	20%
Cost-effectiveness	30%
Target Acquisition Cost	5%
Trade Ally Integration	15%
New and Emerging Technologies / Product Development	2.5%
Measurement & Verification	2.5%

iv. Measure Mix and Customer Incentives

Incentives by measure may vary depending on the measure installed and negotiated labor rate. It is anticipated that a subset of measures will be no-cost, while others will have an incentive cap that may be comparable to PSE's other program incentives.

For the purposes of this proposal, program incentives should be based on a mix of no-cost and low-cost measures. Estimated incentive budget for no-cost measures should be based on total measure and installation costs (including labor and equipment) Incentive budget for low-cost measures should be estimated based on: \$0.15 per kWh up to 70% of project cost for lighting measures; \$0.30 per kWh up to 70% of project cost for non-lighting measures; and \$5/therm up to 70% of project cost for gas measures. An estimate is acceptable, as final incentive by measure and total incentive budget will be determined as part of the contract negotiation process. PSE will work with the selected bidder to finalize no-cost and low cost measures.

Measure Table

SBDI measures may include lighting, HVAC, refrigeration, water savings, plug load, and other no-cost or co-pay direct install measures. Anticipated measures are both traditional direct install measures (water savings measures, LED open signs, web-enabled thermostats, controls, etc.) as well as more comprehensive measures (full fixture retrofits, fuel canopy lighting, Electronically Commutated Motors and controls, basic HVAC tune up measures, etc.) that may require project permitting.

Bidder is required to procure and manage all direct install products included in the program. Candidates responding to this RFP are requested to complete a table of direct install measures with estimated installation costs for each of these measures, to be used as part of the proposal review. Costs should include unit, labor, installation equipment rentals, permitting, and any other related costs. Labor should include the installation cost of the unit. These costs are expected to be estimates, and will be further refined as part of the contracting process with the selected bidder.

All energy savings shall be verified using standard and regional engineering practices. Bidder will also provide delivery tactics for measures that have historically been difficult to deliver to SMBs.

v. How Customers Can Participate

As appropriate, PSE and the selected Vendor will recruit qualifying customers for this target market program. Recruitment may be done through community "blitzes", word-of-mouth referrals, door-to-door recruitment, key account relationships, and targeted marketing campaigns through small business associations. Proposal should demonstrate existing or proposed relationships with associations or organizations that support small businesses and how they will be leveraged, if available. The selected Vendor will be required to actively screen and recruit potential customers.

vi. Key Partnerships

Internal stakeholders to the program include (but are not limited to) the following PSE organizations: Marketing, Community Outreach, Data Systems and Services, Evaluation, Business Services, Products & Services, Commercial, Business Lighting, Multi-Family Retrofit, and Single-Family Existing Energy Efficiency program teams, and PSE's Verification Team. External organizations include (but are not limited to) local trade allies, other utilities that provide service to PSE customers, government and community organizations. A PSE priority is to remain aligned and integrated with corporate initiatives as well as leverage internal efficiencies when applicable. In some cases depending on the program, the selected bidder may be required to closely coordinate activities with another PSE service partner delivering complementary products and services.

Local contractor engagement will also play a key role in reaching the savings targets for the program. It is expected that the chosen bidder will engage and recruit installers in conjunction with already established relationships with PSE's Trade Ally Network contractors.

vii. Measurement and Verification

Work performed in this program will be subject to review by PSE's in-house verification staff. PSE reserves the right to and may randomly inspect a percentage of completed work at program participants' sites and at any point during the program implementation. PSE will be responsible for verifying a subset of completed projects post-install on a regular basis. If there are any problems arising from the review of the work, the implementer shall perform corrective actions in accordance with PSE's quality assurance requirements.

It is the Vendor's responsibility to resolve problems resulting from project work. This may include but is not limited to inconsistencies of products installed with reports submitted to PSE and/or invoices submitted to PSE as discovered by PSE Verification Team, and/or incompatibility of equipment installed with approved equipment.

It is the Vendor's responsibility to conduct post-install verification for the first three projects completed by any third party installers. The verification process and related requirements will be outlined and agreed to during contract negotiation. Repairs or adjustments will be made at no charge to the customer or to PSE. Puget Sound Energy reserves the right to be the final arbiter in dispute resolution.

viii. Vendor Performance Management Expectations

The selected bidder is required to manage all day-to-day program activities for the region served. The proposal must demonstrate examples of and/or ability to perform the following responsibilities, at a minimum:

General program management

- Monthly tracking and reporting of program metrics, including (but not limited to):
 - Savings accomplishments to date
 - Project pipeline and savings forecast at the measure level
 - o Assessments completed
 - o Projects completed
 - Site specific customer data
 - Referrals to other PSE programs
- Ability to directly submit customer assessment and project data with project status' to PSE's energy efficiency data platform (Nexant iEnergy DSM Central) on a biweekly basis.
- Management and resolution of all customer satisfaction and local contractor issues in a timely manner.
- Support program evaluation and independent review activities.
- Development of required applications and participation agreements.
- Energy efficient equipment inventory management and product qualification oversight.
- Ensure coordination with PSE SBDI Program Manager, Community Outreach, and PSE Lighting programs as relevant to program activities.
- Support Community Outreach team to engage local communities in energy efficiency outreach events ("blitzes").
- Gather expansive customer facility data that relates to how they use energy and report back to PSE.
- Develop relationships with local business organizations (i.e. business associations, chambers of commerce, business councils, etc.) to promote program through a targeted marketing approach.
- Continued coordination with and administration of cost sharing model with local water agencies for water saving measures.

Energy Efficiency Measures

- Comprehensive energy efficiency assessments at customer sites
- Proposal and work order development indicating all eligible measures
- Promotion of other PSE programs and/or services when interacting with contractors and customers

Local Contractor Engagement

- Recruitment and enrollment of interested local contractors (must be registered as active PSE Trade Ally)
- Development of and training for local contractors on SBDI program, eligibility requirements, and measures
- Negotiation of labor rates for SBDI Projects
- Streamlined contractor-driven project review and approval
- Work order development and assignment to enrolled contractors using a performance matrix referral process (similar to PSE Trade Ally structure)
- Oversight of local contractor activities including: permitting compliance, quality assurance and customer satisfaction review
- Reimbursement of project costs to local contractors in a timely manner

Marketing

• Coordination with PSE Marketing, SBDI Program Manager and Community Outreach

- All marketing collateral must be approved by PSE corporate communications, and meet PSE messaging and brand guidelines.
- Coordinate marketing collateral and program materials with other PSE business rebate collateral for seamless look and feel.
- Support a localized approach to marketing the program, based on the region(s) served.
- Complete PSE branding on all successful bidder staffing clothing, gear, business cards and any vehicles used in the field (as reviewed and approved by PSE).
- Help plan and participate in fourto five community outreach campaigns (i.e. "blitzes") per year aimed to bundle and serve a set number of qualified businesses in a rural area over a three day period.
- Support development and execution of campaigns specific to identified business segments

In addition to the core marketing responsibilities outlined above, this program is interested in innovative outreach tactics and marketing support that could include but not limited to: multicultural engagement and collateral, rural engagement and collateral, segment specific engagement and collateral.

 All proposals must show collaboration with internal PSE Marketing and Outreach departments.

Quality Control

- Field pre and post inspection of a specified number of projects for each enrolled local contractor
- Self-audits of implementer's crews
- Ability to provide and support a one year labor plus appropriate product warranties on all installed equipment
- Support PSE efforts to survey customers on program satisfaction

Additional considerations

 PSE is interested in reviewing innovative delivery techniques and program options such as tablet based energy audits, segment specific engagement strategies, and collaboration with agencies and community partners to increase access to multiple incentive and funding streams for energy efficiency projects.

Example Measure Table:

Small Business Direct Install: Attachment 1 - Basic Measure List					
Measure Details		Estimated Measure Installation Cost per Unit			
Fuel Type	Measure Name	Total	Labor	Equipmen t	Other
	No Cost Lighting				
Elec	Recessed can LED				
Elec	LED MR16				
Elec	2-lamp 4' tubular LED fixture: replace 1-lamp 8' F96 T12				
Elec	2-lamp 4' tubular LED fixture: replace 1-lamp 8' high output F96 T12				
Elec	2-lamp 4' tubular LED fixture; delamp and reflector: replace 3-lamp; 4' high output T12				

Ex. Eligibility Criteria Table

Small Business Direct Install – Attachment 2: Measure Eligibility Criteria			
Measure Type	Eligibility Criteria		
Aerators	Rated at 0.5 and 1.0 gpm to be installed in hot water applications only. For customers who use electricity or natural gas to heat water. 1.0 gpm aerators will only be installed in commercial kitchens or lodging guest rooms.		
Anti-Sweat Heater Controls	Must install a device that reduces the energy consumption of the antisweat heaters by at least 50% for the glass door (if applicable) and door frame. Technologies that reduce energy consumption of anti-sweat heaters based on sensing humidity only. Does not apply to doors equipped with low/no anti-sweat heat.		

C. Wholesale Midstream Rebate Delivery

i. Program Background and Goals

Puget Sound Energy (PSE) is soliciting bids for a service that will engage wholesale equipment distributors to influence stocking and sales decisions and therefore make more energy efficiency product available for our customers at a discounted price. The service will also develop and coordinate a rebate processing structure for distributors; collecting participating customer data to submit to PSE for rebate processing, and reimbursing rebate amounts to the distributor.

Services provided through this program should include (but are not limited to):

- Distributor recruitment
- Distributor communication and training
- Data collection and reporting of product installations by end use type
- Local distributor relationship management, program training (Sales and Technical) and enrollment, oversight, and administrative support;
- Ensure ongoing system compatibility with PSE's energy efficiency rebate processing platform
- Prioritize PSE brand during all marketing and outreach and customer interaction activities
- Develop point of sale marketing materials for the wholesale environment
- Measure development including savings and rebate amounts
- Cross-promote other PSE initiatives focused on Distributors, contractors and customers.
- Field Services that could include:
 - Counter Training
 - Event Staffing
 - Counter Collateral Creation and Distribution

In addition, PSE is interested in hearing what other efficiency product categories bidders could expand their services to cover. Bidders are welcome to provide responses to address any combination of above programs.

Qualifying customers include any Puget Sound Energy commercial or residential customer, owner or tenant with appropriate owner consent, of a residential, commercial or industrial facility receiving Electric Service under Schedules 7, 8, 10, 11, 12, 24, 25, 26, 31, 40, 43, 46, 49, 214, 448, 449, 458, or 459 (or the equivalent) of Electric Tariff G of the Company. Funding for Customers on Schedules 448, 449, 458, and 459 will be through their individual allocations under Schedule 258.

ii. Program Budgets and Targets

The Program savings targets for 2020-2021 will be based on existing market potential and future savings projections. Estimated 2020-2021 targets for the purposes of this RFP are as follows:

2020-2021 Program Target	kWh	Therms
WMRD	23,000,000	1,200,000

PSE anticipates launch of the Program in January of 2020. The proposal shall include a proposed administrative payment structure which may include (but is not limited to) the following payment structures: performance based-payment, time and materials, milestone driven, flat fee, or a combination. PSE will compare and align proposed costs with those supplied by other PSE commercial programs.

Administrative costs should meet or exceed PSE's desired ratio of 80% Direct Benefit to Customer costs to 20% administrative costs, Administrative costs may include (but are not limited to) all costs related to program invoicing and reporting, labor costs of administrative staff, and administrative overhead costs. Direct Benefit to Customer may include (but are not limited to): measure costs, incentives, labor related to installation, permitting, survey costs, and other customer-related costs.

Estimated budget should be based on the proposed measure mix (see Measure Table in Section iii) and anticipated kWh and therm targets listed above.

If implementer is proposing a performance based payment model, bidder must demonstrate how the performance payment was determined in the notes section of Exhibit C.

iii. High Level Success Factors and Proposal Evaluation Criteria

Selected bidder will be expected to achieve 100% of target for energy savings and provide a high level of customer satisfaction.

Vendors will also be evaluated based on their ability to provide a proposal which aligns with the information provided in this program description while also meeting PSE's key priorities outlined in section B of the RFP Introduction.

Proposals will be evaluated through PSE's evaluation criteria, see example below:

Category	Percent
Rebate Systems	20%
Market Engagement	20%
Hard-to-Reach	5%
Cost-effectiveness	30%
Target Acquisition Cost	10%
Trade Ally Integration	10%
New and Emerging Technologies / Product Development	2.5%
M&V	2.5%

iv. Measure Mix and Customer Incentives

For reference regarding historical program performance refer to:

https://www.pse.com/pages/rates

Incentive Structure

Incentives will need to be tied to each unit and location of installation. This information is key for program coordination and must be supplied in a timely manner. Bidders who have a proven track record of delivering data in a timely manner will be prioritized.

The program would also like to require a pass through of at least a portion of the incentive from the distributor to the contractor on the purchasing invoice. The program is open to ideas on how best to accomplish this task.

Savings values and calculations have been developed for some of the measures but new savings and incentive levels will need to be developed for new measures. This process will be coordinated between the selected bidder and PSE. For the purposes of this proposal, program incentive levels and savings estimates should be based on regional best estimates available and bidder's expertise to determine incentive levels which are relative to market demand.

1. Measure Table

Draft PSE Rebated Wholesale Products
Commercial Lighting Measures
LED T8 Lamps
LED T5 Lamps
LED HID Lamps
LED CFL Lamps
Commercial Kitchen and Laundry Measures
Commercial Kitchen - Fryers
Commercial Kitchen - Steamers
Commercial Kitchen - Griddles
Commercial Kitchen - Hot Food Holding Cabinets
Commercial Kitchen - Commercial Ovens
Commercial Kitchen - Ice Machines

Commercial Kitchen - Dishwashers

Commercial Laundry - Clothes Washers

Wholesale HVAC and Water Heat Measures

Commercial Split and Packaged A/C

Commercial Water Cooled Split and Packaged A/C

Commercial Split and Packaged Heat Pump

Commercial Mini-Split Heat Pumps (less than 5.4 Tons)

Commercial Water Cooled Split and Packaged Heat Pump

Condensing Natural Gas Storage Water Heaters

Commercial condensing Natural Gas Tankless Water Heaters

Commercial condensing Natural Gas Domestic Hot Water Boilers

Commercial Heat Pump Water Heaters

Residential Heat Pump Water Heaters

Residential Air Conditioner

Residential Heat Pumps

Residential Mini-Split Heat Pumps

v. How Customers Can Participate

Customers will participate in this program by purchasing qualifying equipment from a contractor who is purchasing from a participating distributor, or in some cases where the customer is purchasing directly from the distributor with no pass-through contractor. Customer attribution will be a key part of a successful program. Customer must be able to attribute PSE market intervention to their high efficiency equipment purchase. PSE is interested in reviewing unique and effective ways to make sure that this attribution occurs.

vi. Key Partnerships

Internal stakeholders to the program include (but are not limited to) the following PSE organizations: Marketing, Community Outreach, Data Systems and Services, Evaluation, Business Services, Products & Services, Commercial, Multi-Family, and Single-Family Energy Efficiency program teams, Trade Ally Support, and the Verification Team.

External organizations include (but are not limited to) local trade allies, other utilities that provide service to PSE customers. A PSE priority is to remain aligned and integrated with corporate initiatives

as well as leverage internal efficiencies when applicable. In some cases depending on the program, the selected bidder may be required to closely coordinate activities with another PSE service partner delivering complementary products and services.

Local Contractor Engagement can also play a key role in reaching the savings targets for the program. It is expected that the chosen bidder coordinate relationships with PSE's Trade Alliance Network (TAN) in collaboration with the PSE Trade Ally Support team.

PSE has robust retail field services provided by an outside vendor across approximately 400 participating stores, 7 showrooms and 24 commercial equipment distributors. If you propose providing your own retail field services, please include details and cost as a separate item in the budget.

vii. Measurement and Verification

Work performed in this program will be subject to review by PSE's in-house verification staff. PSE reserves the right to and will randomly inspect up to 10% a percentage of completed work at program participants' sites and at any point during the program implementation. PSE will be responsible for verifying a subset of completed projects post-install on a regular basis. If there are any problems arising from the review of the work, the implementer shall perform corrective actions in accordance with PSE's quality assurance requirements.

It is the Vendor's responsibility to resolve problems resulting from project work. This may include but is not limited to inconsistencies of products installed with reports submitted to PSE and/or invoices submitted to PSE as discovered by PSE Verification Team, incompatibility of equipment installed with approved equipment, and/or PSE customer complaints.

. The verification process and related requirements will be outlined and agreed to during contract negotiation. Repairs or adjustments will be made at no charge to the customer or to PSE. Puget Sound Energy reserves the right to be the final arbiter in dispute resolution.

viii. Vendor Performance Requirements

The success of the Project will be determined based upon the following criteria: PSE will work with the apparent winner to develop key performance indicators (KPI). These KPI will help PSE determine program success. KPI's can include but are not limited to:

- Savings Goals
- Distributor Support
- Distributor Satisfaction survey
- Invoicing & Data Quality
- QA/QC Goals.

ix. Vendor Program Management Expectations

The selected bidder is required to manage all day-to-day program activities for the region served. The proposal must demonstrate examples of and/or ability to perform the following responsibilities, at a minimum:

General program management

- Monthly tracking and reporting of program metrics, including (but not limited to):
 - Savings accomplishments to date
 - Project pipeline and savings forecast at the measure level
 - o Units Installed
 - o Projects completed
 - Site specific customer data
 - Contractor activity
- Ability to directly submit customer and project information to PSE's energy efficiency data platform (Nexant iEnergy DSM Central) on a biweekly basis.
- Management and resolution of all customer satisfaction issues in a timely manner.
- Support program evaluation and independent review activities.
- Development of required applications and participation agreements.
- Relationship management with both internal and external stakeholders including PSE trade allies
- Report on unique customer characteristics, segments, and regions served
- Develop and implement a training program for distributor staff including both sales and program administration

Energy Efficiency Measures

- Identify qualifying product to be stocked
- Track stocking levels of qualified product throughout the duration of the program
- Promotion of other PSE programs and/or services when interacting with distributors, contractors and customers

Marketing

- Coordination with PSE Marketing.
 - All marketing collateral must be approved by PSE corporate communications, and meet PSE messaging and brand guidelines
- Complete PSE branding on all Program Materials, 3P implementer staffing
- Help with creation and distribution of "thank you packet" to be sent to all customers who
 receive rebates
- Ensure customer contact information is correct

Quality control

- Post inspection of a specified number of projects
- Support PSE efforts to survey customers on program satisfaction

Additional considerations

PSE is interested in reviewing innovative delivery techniques and program options.

D. Midstream Residential Rebate Attribution

i. Program Background and Goals

Puget Sound Energy's (PSE's) rebate programs have typically served eligible customers by providing "mail-in" (downstream) rebates. Market analysis shows a customer preference for instant discounts at the point of sale, rather than a rebate after the purchase. However, products with large rebate amounts and considerable savings must be connected to a verified PSE account. Such "midstream" instant discounts would help meet PSE's goals to streamline the customer experience and reduce barriers to purchasing energy efficient products, while risking lower utility attribution of the incentive. PSE is looking for proposed solutions for midstream retail rebates that result in a high degree of utility attribution from the customer. This will be an expansion of existing programs for PSE. PSE requests that Vendors address how their solution could address measures that are accessible directly by consumers across a variety of retail settings (including but not limited to Heat Pump Water Heaters, Refrigerators, Clothes washers, Electric clothes dryers, and Smart Thermostats).

Potential solutions could take a variety of formats and models including, but not limited to: an online retail marketplace or point-of-sale rebates to PSE customers for purchases online, at retail stores, or at PSE pop-up retail events. Where applicable, PSE will be looking for details on how the proposal would support adequate stocking of energy efficiency products. If the proposal includes an in-store solution, Vendor shall demonstrate established relationships with retailers they have successfully worked with to deliver similar solutions.

Services provided through this program should include (but are not limited to):

- Verification of customer eligibility
- Data collection and reporting of product purchases
- Ongoing system compatibility with PSE's energy efficiency rebate processing platforms
- Prioritized PSE branding during all customer interaction activities.

The program seeks to align with broader corporate initiatives including providing self-service options and online tools to make doing business with PSE easy. Cross-promotion of other applicable products and services to encourage program integration will also be of importance. Additionally, ensuring that proportionately underserved customers receive equitable access to PSE programs and resources is critical.

PSE is interested in reviewing innovative delivery techniques and program options.

ii. Program Budget and Targets

Vendor shall use Exhibit D to provide estimated budgets. Budgets proposed by Vendor shall include a pricing schedule with all labor, overhead, travel, and other direct and indirect costs associated with the proposal. Vendor should include all general and administrative costs in hourly labor rates and direct expenses. All sub-contractor costs must also comply with these terms.

PSE has purposely not provided unit quantity guidance. Vendors should propose quantities based upon the best possible program design to meet the goals outlined in this RFP. This might include, at Vendor's option, a low, medium and high scenario for PSE's consideration.

Proposal shall include a proposed administrative payment structure which may include (but is not limited to) the following payment structures: performance based-payment, time and materials, milestone driven, flat fee, or a combination. PSE will compare and align proposed costs with those supplied by other PSE programs.

If Vendor is proposing a performance based payment model, Vendor must demonstrate how the performance payment was determined in the notes section of Exhibit C.

Administrative costs should meet or exceed PSE's desired ratio of 80% Direct Benefit to Customer costs to 20% administrative costs. Administrative costs may include (but are not limited to) all costs related to program invoicing and reporting, labor costs of administrative staff, and administrative overhead costs. The contractor should include all general and administrative costs in hourly labor rates and direct expenses. Direct Benefit to Customer may include (but is not limited to): communications, customer service, survey costs, and other customer-related costs. All subcontractor costs must also comply with these terms.

iii. High Level Success Factors and Proposal Evaluation Criteria

Vendors will be evaluated based on their ability to provide a proposal that addresses the following:

- Customer satisfaction as measured by surveys
- Midstream rebates redeemed, accompanied with high-quality customer data
- High utility attribution of the rebate incentive
- Engaging retailers to increase the stocking and upselling of qualifying equipment;
- Collaborative, effective partnerships with key stakeholders
- Flexibility in service offerings / measure and venue expansion opportunities
- Alignment with PSE's key priorities outlined in section B of the RFP Introduction.

iv. Measure Mix and Customer Incentives

PSE offers a variety of rebates to residential customers through retail. Residential rebates that follow could be provided via a midstream channel.

Measure	Standard rebate amount
Heat pump water heaters	\$500
Refrigerators	\$25
Clothes washers	\$25
Electric clothes dryers (including heat pump dryers)	\$25-50
Smart thermostats	\$75

Often these qualifying measures meet Energy Star certifications or Consortium for Energy Efficiency (CEE) efficiency levels. In Exhibit C, describe vendor's ability to build and maintain up-to-date qualified product lists (QPLs) in order to determine eligibility.

In the changing utility landscape, scalability and flexibility are important. In Exhibit C:

- Explain which measures the Vendor has successfully supported
- Explain which additional measures, if any, could be supported in the future and what it would take to do so
- Describe the ability and process to offer limited-time-offers or special rebates to specific groups of customers.

v. How Customers Can Participate

These incentives will be available to eligible PSE customers throughout the service territory. Specific program eligibility requirements will apply for each rebate. Generally, eligible customers are residential electric and/or gas customers living in an existing structure.

Customers will participate in this program by purchasing qualifying products from a participating distributor. Customer attribution will be a key part of a successful program. Customer must be able to attribute PSE market intervention to their high efficiency equipment purchase. PSE is interested in reviewing unique and effective ways to make sure that this attribution occurs.

Rebate incentives will need to be associated to each unit and location of installation. This information is key for program coordination and must be supplied in a timely manner. Vendors who have a proven track record of delivering data in a timely manner will be prioritized.

The Vendor will be responsible for determining customer eligibility. Each program has specific eligibility requirements which the Vendor will be responsible for applying as part of the validation logic. The vendor will also be responsible for referencing the PSE customer data described in section 7 to verify that the applicant is a customer of PSE. This will include address and account number verification.

Eligibility may be screened through a database maintained by the Vendor. PSE can provide Vendor with customer data file uploads on a weekly basis. Where applicable, Vendor must demonstrate the ability to host such a system while meeting PSE's data security requirements (see Exhibit F - Doing Business with PSE for more details). An API or real-time access to PSE's latest customer list is not expected to be available and, as such, the Vendor should factor this into their customer communication and customer journey plans.

The Vendor will be expected to track and retain errors or rejections. The Vendor should be able to provide a clear explanation to the customer about the reason and an opportunity to fix any issues. The Vendor should provide options for customers who are unable to complete a rebated purchase. The Vendor will be expected to provide a monthly error log file to PSE for each measure so that the Vendor and PSE can identify areas for continuous improvement.

PSE highly values great customer experience. Please provide a detailed customer interaction plan showing all aspects of the proposed customer journey.

vi. Key Partnerships

The vendor will need to work closely with other departments at PSE as well as other vendors outside of PSE delivering complementary products and services. There will need to be close coordination on customer rebate status, limited time offers and manufacturer requests. Partnerships include:

- PSE marketing, brand and advertising
- PSE Customer Service
- PSE Digital Experience team
- PSE Data Systems and Services
- Manufacturers of products rebated by PSE programs
- Field services vendors
- PSE trade allies responsible for installation and verification of rebated equipment/products
- Other utilities that provide service to PSE customers.
- Rebate processing vendors

In Section III, i, Implementation Plan, please describe your experience and plan for coordinating these partnerships.

PSE will be responsible for all marketing activities, but will include the Vendor in marketing discussions to align best practices, resources, and process improvement. A variety of marketing techniques will be employed including, but not exclusive to: targeted direct mail, email campaigns, and PSE-sponsored events.

PSE has robust retail field services provided by an outside vendor across approximately 400 participating stores, 7 showrooms and 24 commercial equipment distributors. If you propose providing your own retail field services, please include details in Section X and include the cost as a separate item in the budget.

PSE has robust rebate processing services provided by a combination of outside vendor and in-house staff. The Vendor will be expected to coordinate data transfers with:

- Nexant iEnergy DSM Central (or DSMC) for heat pump water heaters
- Rebate processing system provided by Energy Federation, Incorporated.

vii. Measurement and Verification

Work performed in this program will be subject to review by PSE's in-house verification staff. PSE reserves the right to and will randomly inspect a percentage of purchases and at any point during the program implementation.

It is the Vendor's responsibility to resolve problems resulting from project work in accordance with PSE's quality assurance requirements. This may include but is not limited to inconsistencies of products purchased with reports submitted to PSE and/or invoices submitted to PSE as discovered by PSE Verification Team.

Vendor Measurement and Verification (M&V) includes, but is not limited to:

 Monthly tracking and reporting including, but not limited to; expenditures, implemented measures, and customer data

- Campaign summary reports; delivered upon the conclusion of a campaign segment. Summary
 reports shall outline performance to key metrics as well as suggestions for continuous
 improvements related to energy efficient measure adoption. Summary reports shall also include
 measurements for attribution and impressions.
- Monthly tracking of customer energy efficient measure adoption for PSE's energy savings records

Vendor is responsible for ensuring quality assurance and control (QA/QC) throughout the duration of the contract and upon expiration. QA/QC procedures include, but are not limited to:

- Auditing the program on an annual basis to collect invoices and ensure sales information matches what has been submitted to PSE;
- Developing and coordinating an inspections protocol with PSE, which may include phone calls to customers; and
- Developing a robust policies and procedures guide for internal consulting staff and PSE.

viii. Vendor Performance Requirements

Vendor will work cooperatively with PSE program staff to develop effective reporting that meets program needs. PSE and Vendor will have bi-weekly check-in meetings going over status of program and upcoming happenings

The following are example KPI's that may be included in the contract, but are subject to negotiation as part of the contracting process.

- Up-time / system reliability
- Rebate delivery and error rates
- Customer support service level agreements
- Continuous improvement and feature upgrades
- Achievement of the desired quantity of energy efficient measures adopted by customers

Customer Satisfaction

- Maintain annual average overall satisfaction of 8.0 or higher (out of 10.0)
- Energy savings & participation rates
- Maintain high level of quality documentation to ensure the delivery of accurate and timely data and reports
- Minimize customer escalations by addressing customer issues in a timely manner
- Meet budget expectations and deliver a cost-effective Program within the contract timeframe with proactive reporting of project cost variance.
- Leverage expertise of both internal and external stakeholder teams to enhance customer experience
- Provide high level of professionalism and responsiveness as measured by customer feedback
 - PSE performs regular customer feedback surveys to determine customer satisfaction.

Operation Efficiency

- Maintain data and invoice accuracy across the delivery of 12 monthly invoice and data exports. Any incorrect invoice or data export must be corrected and amended within three (3) business days of identification.
- Maintain timeliness of delivery of the invoice and data export on a monthly basis according to the contract.
- Quality Assurance targets including measure verification and customer satisfaction
- Work with multiple PSE internal stake holders to coordinate rollout of program and ensure it does not interfere with other incentive programs offered by PSE.
- Report sales and project information in a timely manner.

Cross-regional Utility Programs

PSE is adjacent and cross electric territories with 3 other utilities. Each utility has their own version of an incentive program for heat pump water heaters, refrigerators and clothes washers. This may present confusion to both retail store employees and customers.

Within the Customer Acquisition Strategy (section III iii), please address the following
questions: Do you have experience dealing with split territory incentives and customer
confusion around their energy provider? Do you have a plan for dealing with the split
territory in our specific region, including an understanding of our surrounding utilities and the
geography of our service territory?

Specialized Promotions

There may be opportunities of providing a specialized combined incentive promotion with a specific retailer and/or manufacturer. This may entail a special instant or mail-in incentive application and would require extra diligence in verification during these promotional periods to ensure no double-dipping in incentive payments.

 Within the Customer Acquisition Strategy (section III), please address the following questions: Do you have that capability to do specialized combined incentive promotions?
 Do not factor this into your cost proposal.

Marketing

- Promotion of other PSE programs and/or services when interacting with distributors, contractors and customers
- Coordination with PSE Marketing. All customer-facing services must be approved by PSE corporate communications
- Complete PSE branding on all program materials.

Additional considerations

Represent PSE positively in all transactions with customers and contractors

- Coordinate fully with PSE's rebate processing vendor to collect and submit point-of-sale sales and customer data.
- Vendor should show ability to work closely with PSE customer service and PSE energy advisors to provide a seamless customer experience around rebate status inquiries.
- The vendor should have the capability to develop new rebate tools in a timely fashion with clear development deadlines when new promotions or technologies are added to the mix of services.
- Coordination with field services on customer MOUs and amendments: Vendor will be
 responsible for coordinating with PSE field services who maintain our MOU agreements with
 our retail rebate partners. Vendor will be responsible for communicating the need for
 changes to MOUs including funding amendments, cancellations and limited time offers.

ix. Vendor Program Management Expectations

The selected Vendor is required to manage all day-to-day program activities for the region served. The proposal must demonstrate examples of and/or ability to perform the following responsibilities, at a minimum:

General program management

- Monthly tracking and reporting of program metrics, including (but not limited to):
 - Sales to date
 - Project pipeline and sales forecast at the measure level
 - Site specific customer data
- Ability to submit customer and project information to PSE's energy efficiency data platform (Nexant iEnergy DSM Central) on a biweekly basis.
- Ability to submit customer and project information to PSE's 3rd party rebate processor vendor on a weekly basis.
- Management and resolution of all customer satisfaction issues in a timely manner.
- Support program evaluation and independent review activities.
- Development of required applications and participation agreements.
- Relationship Management
- Report on unique customer characteristics, segments, and regions served in order to inform future program design and marketing efforts.
- Achievement of the desired quantity of energy efficient measures adopted by customers
- When applicable, energy efficient equipment inventory management and product qualification oversight.

Quality control

- Support PSE efforts to survey customers on program satisfaction
- Ensure customer contact information is correct

x. Other Considerations

Self-Service Customer Options: PSE is focused on moving customers to self-service options which reduce the customers need to call the selected Vendor or PSE. This could include but is not limited to: online scheduling tool with real-time availability, an email address for follow up questions, digital communications, facilitation of referrals to qualified contractors through an online portal, etc. PSE is

interested in proposals that provide further options for self-service, while complying with Digital Experience and Data requirements outlined in Exhibit F.

Improves Customer Experience and Satisfaction: PSE views its customers as partners and wants any service provided to be the best available. All customer contact points should be easy to navigate and enhance, not detract from the customer experience. These rebate programs are designed to be a positive experience that demonstrates PSE's commitment to its customers through friendly and helpful service. Customers should understand that PSE wants to be their energy efficiency partner, helping to find solutions to high bills and efficiency needs.

Integration with other PSE programs: The proposal could include post-sale communications with recommendations on other PSE rebates that the customer would be eligible for, including incentive amount. Implementation of the program should be seamless as it relates to messaging programs and services to the customer. No matter who the customer talks to from PSE (employees, vendors, trade allies), they should receive the same consistent messaging.

In section III. iv Customer Obligations and Interaction Plan, please answer the following questions as they relate to any customer-facing segments of your online presence:

- Does vendor provide a hosted platform, API, or other implementation? What are the options?
- Does the product support content management and administration by PSE business owners?
- What is the process for making changes to the product regarding messaging, customer experience, etc.?
- What customer communication options does this product provide or support: on-screen confirmation messaging; email message; SMS?
- What customer data stored, where and how? Is it accessible to PSE?
- How will the solution integrate with PSE's customer information system?
- What technical customer support is provided? Is there a separate call center?
- What is the upgrade path for the product? How may PSE participate in upgrade designs?

Address the following question:

 Do you have experience dealing with split territory incentives and customer confusion around their energy provider? Do you have a plan for dealing with the split territory in our specific region, including an understanding of our surrounding utilities and the geography of our service territory?

E. Field Services

i. Program Background and Goals

The Puget Sound Energy (PSE) Field Service program provides account representatives and services to promote PSE's rebates and initiatives through participating retailer and distributors across PSE's electric, gas, and combined service territory. The current Retail program consists of field services for PSE rebated products in approximately 400 participating stores, 7 participating showrooms and 24 commercial equipment distributors.

In addition to the participating stores and showrooms, field service will include training and providing cross-utility appliance mail-in rebate applications to the stores listed in Appendix 1 (no merchandising).

In specific retail stores there will be a requirement to train the retail staff and place Point of Purchase (POP) signage for PSEs cross-bore information initiative and Retail Product Portfolio (RPP) initiative.

In addition to brick and mortar approach, PSE is looking for a Vendor to assist in expanding the visibility and customer awareness of PSE's Energy Efficiency programs and rebate offerings in the online sales market.

For reference regarding historical program performance refer to: http://pse.com/aboutpse/Rates/Pages/default.aspx

ii. Program Budgets and Targets

In order to make PSE Energy Efficiency programs achieve the desired economies of scale, it needs to reach a large quantity of customers during 2020-2021.

Vendor shall use Exhibit D to provide estimated budgets. Budgets proposed by Bidder should include a pricing schedule with all labor, overhead, travel, other direct and indirect costs, and costs associated with the proposal. Vendor should include all general and administrative costs in hourly labor rates and direct expenses. All sub-contractor costs must also comply with these terms.

a. 2020-21 Targets

The goal is that roughly 10% of PSE's customers will participate in at least one measure. This will be at least 110,000 households and commercial businesses participating in one or more measures.

iii. High Level Success Factors and Proposal Evaluation Criteria

The Vendor is required to provide the field support for PSE's Retail Program in the 2020 and 2021 program years. Vendor will recommend and provide trained and qualified field support to fully execute the scope of work and work in partnership with PSE program management to maintain, enhance, and build PSE's relationship with all of the retail and distributor partners in the program.

Vendor field support management will be responsible for directing and effectively managing field resources. The field manager will act as PSE's single point of contact. Expectations include regular communications with PSE and effectively relaying those communications to the field, regular and ad

hoc reporting, quality assurance, route establishment and optimization, etc. Field management will be a collaborative effort with PSE program management staff and both parties will need to work effectively together as partners.

The field manager is also expected to be the point of contact in developing relationships and addressing merchandising, product rebate compliance, and promotional support as it relates to in-store execution with retail store/regional/distribution managers.

There are approximately 030 retail stores, 14 commercial equipment distributors and 7 showroom stores. Showrooms will receive field services like other retail stores.

In the Implementation Plan (section III i), provide a regional breakout of how field support will be implemented in the most efficient, cost-effective manner. Include approximate number of stores to each field representative and a store visitation proposal.

Also include engagement, recruitment, and management of online store platforms, as well as monitoring of utility attribution for the rebate.

*As noted elsewhere in this RFP, PSE is also soliciting bids for an instant validation rebate tool that may include a retail coupon component. If PSE pursues such a tool, the field services Vendor will be expected to support planning, implementation, retailer training, and customer education.

PSE's markdown programs with our retailers and manufacturers are handled by a mutually agreed upon Memorandum of Understanding (MOU). For PSE's purposes, this is a legal and binding contractual agreement. Vendor will be responsible for implementing and administering the MOU process. This includes, but is not limited to, maintaining a list of qualifying products, funding and adherence to program guidelines. Currently, the program has approximately 75 active MOU agreements. In addition, approximately 3 amendments per active MOU agreement are performed per year:

In the Implementation Plan (section III i), provide acknowledgement and understanding of your responsibility in administrating the MOU process. If there are exceptions or variations, please indicate how you would improve on this process.

The primary expectations and responsibilities of field representatives fall into six major segments: promotion creation, merchandising (MOU compliance), training, data collection, outreach events and relationship building.

Promotion creation

Vendor is requested to support design and creation of promotional materials for use at retailers.

• In the Implementation Plan (section III i), provide a summary of the promotional materials you propose and your ability to design and create them.

Merchandising

Field Representatives ensure that all promotional products are placed on the sales floor according to the MOU promotion start date, at the right stores, with correct price, and with prominent placement and POP. Field Representatives work closely with each participating retailer to maximize the exposure of efficient products and continually refresh the display materials at each location.

• In the Customer Acquisition Strategy (section III iii), please answer the following questions: Do you have expertise in retail merchandising and any experience or training in customer shopping behavior? What data or insights have you used that lends itself to expertise in merchandising? Meaning, how does your organization know that its efforts have yielded the intended results?

PSE expects Field Representatives to place signage/POP per PSE's and retailer's standards. Situations in which the signage/POP is provided to retail staff is expected to be rare and would only be done with PSE approval on a case-by-case basis.

• In the Customer Acquisition Strategy (section III iii), provide detail on whether or not program will utilize retail sales associates to place POP? If so, in a paragraph, what frequency or percentage will it be used in your field services?

Training of Retail Staff

In order to enhance relationships, the field representatives will need to interface with and educate stores sales personnel, store management, cashiers, etc. The Vendor is expected to support the development of PSE approved messaging that field representatives will use.

Store employees represent a key component of the marketing of PSE's Retail program to the ultimate end-user. The representatives must therefore take every opportunity during store visits to deliver the designated messaging among these store employees.

• In the Implementation Plan (section III i), state retail staff training plan and tactics and tools used, including formal and informal trainings, and targeted staff trainings if any (cashiers, sales, new hire, etc.). Include an estimate of the potential number of formal trainings.

Outreach Events

Field Representatives are expected to identify outreach events that would be beneficial for them to participate in on behalf of PSE. PSE will approve events based on a variety of criteria such as the number of consumers reached, the opportunity for driving sales of PSE promoted products, etc.

 In the Implementation Plan (section III i), provide a number and summary description of outreach events you propose that each field representative conduct.

Relationship Building and Store Conflict Resolution Process

The field representatives are building store relationships on behalf of PSE. In essence, the stores are clients.

• In the Implementation Plan (section III i), provide a description of how field representatives will build store relationships and how store conflict resolution will be managed.

Delivery of Special Marketing Promotions

PSE will communicate needs in field service assistance in delivering a special marketing campaign and/or additional measures. PSE expects the Vendor to revise and plan field service execution and to fully communicate the strategy to PSE.

Field Services Training

Field manager and representatives will be required to attend a PSE Energy Efficiency training seminar and participate in continuing education seminars and shall be well-versed in all PSE programs and energy-efficiency offerings.

PSE expects field representatives to be well-versed in the technology and applications of the energy-efficient products they will be promoting in stores.

• In the Implementation Plan (section III i), tell us the Vendor trainings that will be provided to the field representatives, including frequency.

Performance Resolution Process

• In the Customer Acquisition Strategy (section III iii),, note if you have a quality assurance plan on evaluating and maintaining field quality and staff. Please summarize this plan that includes formats/tools used, turn-around time on corrections, and frequency of evaluations.

Vendors will also be evaluated based on their ability to provide a proposal which aligns with the information provided in this program description while also meeting PSE's key priorities outlined in section B of the RFP Introduction.

Category	Percent
Customer Experience	20%
Self-service Options	15%
Hard-to-Reach	20%
Cost-effectiveness	30%
Target Acquisition Cost	5%
Trade Ally Integration	5%
New and Emerging Technologies / Product Development	2.5%
M&V	2.5%

iv. Measure Mix and Customer Incentives

a. Incentive Structure

Since the retail field services supports a variety of programs, the incentive structure includes incentive payments made directly to manufacturers, distributors, and consumers.

b. Measure Table

The following is a list of tentative rebated products that would require field services support in 2020-2021.

Draft PSE Rebated Products in Retail Stores
Retail – Markdowns & Mail-in Programs
LED MR-16
LED indoor fixtures
LED outdoor fixtures
LED retrofit kits
LED T8 retrofit
LED T8 fixtures
LED string lights
Showerheads
Aerators
Refrigerator decommissioning ⁵
Freezer decommissioning ¹
Clothes washers
Electric clothes dryers
Water heaters
Smart thermostats
Commercial Kitchen - Fryers
Commercial Kitchen - Steamers

⁵ The Decommissioning product line does not have a separate field services or signage placement component. It is included with other appliances. It will still require retail sales associate training

Commercial Kitchen - Griddles

Commercial Kitchen - Hot Food Holding Cabinets

Commercial Kitchen - Commercial Ovens

Commercial Kitchen - Ice Machines

Commercial Kitchen - Dishwashers

Commercial Laundry - Clothes Washers

Wholesale Commercial HVAC and WH

Commercial Split and Packaged A/C

Commercial Water Cooled Split and Packaged A/C

Commercial Split and Packaged Heat Pump

Commercial Mini-Split Heat Pumps (less than 5.4 Tons)

Commercial Water Cooled Split and Packaged Heat Pump

Condensing Natural Gas Storage Water Heaters

Commercial condensing Natural Gas Tankless Water Heaters

Commercial condensing Natural Gas Domestic Hot Water Boilers

Commercial Heat Pump Water Heaters

Residential Heat Pump Water Heaters

Residential Air Conditioner

Residential Heat Pumps

Residential Mini-Split Heat Pumps

Other PSE Initiatives

Retail Product Portfolio (RPP)

Cross-bore education

Manufactured Home rebates

¹ The Decommissioning product line does not have a separate field services or signage placement component. It is included with other appliances. It will still require retail sales associate training

v. How Customers Can Participate

This work supports a variety of programs. Customer eligibility and participation details vary, but include PSE Residential Electric and Residential Gas customers, Commercial Electric and Gas customers and multiple rebate delivery mechanisms (upstream, midstream, downstream, and possibly instant-validation through another Vendor's platform).

Vendor will be responsible for designing, creating, and posting PSE marketing on sales floors.

vi. Key Partnerships

The Field Services program will require involvement, collaboration, and support from multiple PSE teams including; Energy Efficiency, Corporate Communications, Outreach Support, Digital Experience, Customer Engagement, and the Energy Advisors. All marketing pieces must be approved by PSE Corporate Communications. The winning Vendor will be given one main point of contact within PSE that will help prioritize any competing requests from within PSE.

In addition, the Vendor will be responsible for maintaining positive working relationships with store retail staff and company representatives, as well as identifying and pursuing new rebate promotion opportunities either in store or online.

Any jurisdictional requirements to deliver any of the proposed work will be the responsibility of the Vendor.

vii. Measurement and Verification

Field Representatives are responsible for recording pertinent information from every site visit, such as whom they met with, what was accomplished, collateral materials placed, etc.

- In the Evaluation and Savings Verification Plan (section III ii):
 - o provide an example of a field report. What is the turn-around time, access to reports, and frequency of share-outs with stakeholders?
 - o describe how you will use collected data for continuous improvement
 - o explain how you will collect data to measure the impact of in-store interventions.

Store sales personnel are excellent market research resources and can provide valuable feedback about how PSE's energy efficiency programs are ultimately viewed by the consumer. Field services will gather such feedback and report it back to PSE's program management team. Field Representatives may be requested to conduct research and collect store data that includes sales information and store inventory and make recommendations to optimize the program.

Vendor will work cooperatively with PSE program staff to develop effective reporting that meets program needs. PSE and Vendor will have weekly check-in meetings.

viii. Vendor Performance Requirements

Vendor Key Performance Indicators (KPIs) include, but are not limited to;

- Project cost variance
- Desired number of customers are reached.

- Desired quantity of Energy efficient measures are adopted
- Positive customer experience
- Direct Benefit To Customer (DBTC) to Administrative budget ratio of 80/20. DBTC is defined as costs related to customer service and engagement activities. DBTC expenses include but are not limited to in-store signage, staffing retail store events, and energy efficient measures used for customer engagement.

ix. Vendor Program Management Expectations

Vendor is required to manage all day-to-day program activities. As mutually agreed upon, the following will be managed by the Vendor to include, but is not limited to;

- Program start-up and implementation plan
- Marketing implementation including printing and distribution of collateral
- Program rebate form development
- Customer and retailer/distributor recruitment
- Quality Control and Assurance
- Customer Service
- Monthly Tracking and Reporting including, but not limited to; expenditures, materials, and customer data
- Weekly program status meetings with PSE

x. Other Considerations

As noted earlier, PSE is soliciting bids for an instant validation rebate tool that may include a retail coupon component. If PSE pursues such a tool, the field services Vendor will be expected to support planning, implementation, retailer training, and customer education.

F. Home Energy Reports

i. Program Background and Goals

Puget Sound Energy (PSE) is seeking a vendor that specializes in electronic and print demand side management communications to implement a behavioral modification program, targeting PSE residential customers with energy insights and neighbor comparisons that drive behavioral energy efficiency savings via Home Energy Reports (HER).

Program objectives include, but are not limited to:

- Delivering measureable energy efficiency savings across a broad spectrum of PSE customers.
- Drive measureable participation increases in other PSE energy efficiency programs and boost adoption of PSE new products and services
- Increase awareness of PSE energy efficiency and other offerings through program marketing
- Drive improvements in customer satisfaction
- Position PSE as a trusted energy advisor to its customers

Example customers segments served by this program include, but are not limited to:

- All residential schedule 214 customers are eligible
- Low income or hard to reach populations
- Relative electric high users
- Multi-family residential customers
- Other populations as determined by program staff

Eligibility requirements of this program include:

- Historically, the HER program eligibility requirements have required single- family schedule 214 residential customers with at least 12 months of usage.
- Customers must be within our full service territory, electric or dual fuel. Natural gas only areas are not eligible.

Other considerations include:

- PSE's Home Energy Report program has been an active program since 2008 and is evaluated on an annual basis.
- PSE is looking to increase customer self-service tools and the Home Energy Report program works side-by-side with the Get to Zero team to increase customer awareness and provide energy insights to reduce usage.

ii. Program Budgets and Targets

a. 2020-21 Targets

• Bidder shall quote this proposal as a per year cost for providing these services in 50,000 recipient population groups, up to 500,000 total recipients.

- Savings targets will be determined based on the number of customers added to the 2020-21 portfolio.
- Typical savings for this program average 1-3% for electric and 1.5% savings for natural gas.
- In section X, explain if PSE is expected to provide specific test and control customer lists or how Vendor will help create those lists for rigorous evaluation.
- Vendor shall use Exhibit D to provide estimated budgets. Budgets proposed by Vendor should include a pricing schedule with all labor, overhead, travel, other direct and indirect costs, and costs associated with the proposal. Vendor should include all general and administrative costs in hourly labor rates and direct expenses. All sub-contractor costs must also comply with these terms.

iii. High Level Success Factors and Proposal Evaluation Criteria

Vendors will also be evaluated based on their ability to provide a proposal which aligns with the information provided in this program description while also meeting other key priorities such as:

- Standardized data format: Ability to comply with PSE's rigorous security standards
- <u>Integration with PSE Programs</u>: PSE provides a wide variety of rebate and awareness programs. A seamless data integration approach that can interact with other vendors systems and share data or statistics as needed.
- <u>Cost Effectiveness</u>: The ability to provide low cost reports, either electronic or paper or a mix, with customized energy insights to our customers.
- <u>Accuracy in segmentation</u>: This program requires thorough quality-checks in place to prevent inaccurate reporting.
- <u>AMI capabilities</u>: As PSE rolls out more AMI meters, it is important to have the ability to provide reports based on AMI meter data and a data feed to support this.

Category	Percent
Customer Experience	20%
Self-service Options	15%
Hard-to-Reach	20%
Cost-effectiveness	30%
Target Acquisition Cost	5%
Trade Ally Integration	5%
New and Emerging Technologies / Product Development	2.5%
M&V	2.5%

iv. Measure Mix and Customer Incentives

For reference regarding historical program performance refer to:

http://pse.com/aboutpse/Rates/Pages/default.aspx

a. Incentive Structure

The program does not include specific measures or incentives, however, should refer customers to PSE resources for details on energy savings opportunities

b. Measure Table

The program does not include specific measures or incentives, however, should refer customers to PSE resources for details on energy savings opportunities

v. How Customers Can Participate

All residential schedule 214 customers must be eligible to participate. All customer facing web tools must be mobile first designed and browser and operating system agnostic. This program should be an opt-out program.

vi. Key Partnerships

The successful vendor will need to work closely with other departments at PSE as well as other vendors outside of PSE. Partnerships include:

- Puget Sound Energy marketing, brand and advertising
- Puget Sound Energy customer service
- Puget Sound Energy advisors
- Field services vendors may need to use online tools or access customer's energy insights as applicable
- Puget Sound Energy Get To Zero team
- Puget Sound Energy IT and Digital Experience team
- Vendors providing additional reports and customer energy management services, specifically Oracle.

vii. Measurement and Verification

All measurement and verification activities would be managed by PSE. An impact evaluation will be implemented each year. Vendor should provide savings updates via a program management platform and annual data to PSE upon request.

viii. Vendor Performance Requirements

Bidder Key Performance Indicators (KPIs) may include, but are not limited to:

- Up-Time / Reliability
- Delivery Rate
- Open Rate

- Support SLA
- Continuous improvement and feature upgrades
- Report delivery schedule and cadence
- Reporting on specific treatment messages
- Reporting on customer engagement
- Total energy savings
- Customer Satisfaction with program

ix. Vendor Program Management Expectations

- Ability to forecast, track and make adjustments.
- Consistent savings performance that is measureable and verifiable
- Data Security and systems integration
- Demonstrated ability to create superior customer and client experience
- Monitoring of customer segments and provide recommendations and implementation of recommendations
- Cross Channel Engagement

x. Other Considerations

- Does vendor provide a hosted platform, API, or other implementation? What are the options?
- Does the product support content management and administration by PSE business owners?
- What is the process for making changes to the product regarding messaging, customer experience, etc.?
- What customer communication options does this product provide or support: on-screen confirmation messaging; email message; SMS?
- What customer data is stored, where and how? Explain how it will be accessible to PSE and if any additional costs apply to access it? How will the solution integrate with PSE's SAP CIS system?
- What technical customer support is provided? Is there a separate call center?
- What is the upgrade path for the product? How may PSE participate in upgrade designs?
- Does the material pricing include both product and labor?
- How will tax be handled as part of the program delivery and who is responsible for remitting to the state
- Is the bidder providing full cost of service, or is the bidder responsible for only a portion of the delivery?

G. Home Energy Assessments/Residential In-Home Services

i. Program Background and Goals

The Home Energy Assessment (HEA) Program has gone through multiple iterations since the program began at Puget Sound Energy approximately 10 years ago. In the most recent iteration (2018-2019 biennium), the customer gets a free, at-home evaluation of how their home uses energy, including:

- An actionable summary report of the assessment
- Information on efficiency rebates from PSE
- Contractor referrals for future energy efficiency projects
- Helpful energy efficiency tips

HEA is designed to serve single-family residential natural gas and electric customers (rate schedule 214). Both manufactured homes and housing with four units or less (duplexes, triplexes, quadplexes) fall under the single-family classification. HEA is offered throughout PSE territory. Historically, a customer's home will re-gain eligibility to complete a HEA two years after the home last had a HEA.

Currently, the program maintains cost effectiveness through the direct install (DI) of light bulbs, faucet aerators, and showerheads. Through these DI measures, the program averages savings of approximately 460 kwh or 6 therms per assessment. Detailed information about all of our energy efficiency programs can be found at http://pse.com/aboutpse/Rates/Pages/default.aspx

While previous iterations of HEA have been able to bring in program savings through the direct installation of various energy efficiency measures, the ability to claim savings in the state of Washington for many of these DI measures (general service lighting, aerators, showerheads) is likely to significantly diminish due to both federal and state policy changes. Because of these changes, this RFP seeks to reenvision how HEA brings value to PSE.

ii. Program Budgets and Targets

Given the uncertainty around energy savings that can be claimed during HEA, PSE is seeking information for different volumes of HEA. Volume will depend mainly on the amount energy savings that can be delivered per HEA, but may also be informed by other values that HEA can bring to PSE.

Please provide your expected budget to deliver the following amount of in home assessments for the biennium:

- 5,000 (2,500 per year)
- 10,000 (5,000 per year)
- 20,000 (10,000 per year)

Vendor is encouraged to provide budgets for varying levels of HEA, based on the High Level Success Factors in Section iii below,

Savings targets for the HEA program will depend on verifiable energy savings that the vendor can deliver. In addition to energy savings targets, there will also be non-savings targets that relate to the key priorities listed in Section 3 below.

iii. High Level Success Factors and Proposal Evaluation Criteria:

Below are some of the key priorities for the redesigned HEA:

- a) Capture energy savings, including but not limited to:
 - o DI measures,
 - Behavioral savings
 - o Other innovative ideas proposed by the vendor
- b) Education and cross-promotion of various PSE products and services, including but not limited to:
 - Energy efficiency rebates
 - Renewables products
 - o Electric vehicles
 - o Get to Zero customer tools (online account, paperless, myPSE app, etc)
 - Contractor referrals
 - Note: The focus of the vendor should be twofold: the promotion of PSE products and services; and the ability to convert HEA's into follow-on projects.
- c) Guide customers through their PSE customer journey
- d) Provide customers with a report that aligns with items a, b, and c above.
- e) Tailor HEA to meet customer's needs, including but not limited to:
 - Smart home guidance, including installation and set up (DI or assisted install) of smart thermostats
 - o Comprehensive whole home energy audits performed with diagnostic tools
 - Evaluation of home for solar potential, energy storage potential, electric vehicle charging potential
- f) Seamless integration with existing PSE tools, including the timely sharing of customer data that is obtained during HEA
- g) Ability to quickly ramp up to serve specific geographic areas
- h) Focus on serving hard-to-reach customer segments, including rural customers, manufactured home customers, and low-to-medium income customers,

RFP's will be evaluated on how vendors can creatively, effectively, and cost-efficiently address the above key priorities. Scope is not limited to just an in-home assessment. Other avenues to assist in achieving the above key priorities will be considered (i.e,, phone interaction, email, other online tools, etc).

iv. Measure Mix and Customer Incentives

For reference regarding historical program performance refer to:

http://pse.com/aboutpse/Rates/Pages/default.aspx

In the 2018-2019 biennium, faucet aerators, showerheads, and screw-in lighting (A-lamp, BR-30, Globes, Candelabra) were offered as DI for eligible customers during HEA. As mentioned in Section i, the energy savings potential for these items in 2020-2021 is in flux. As a result, please use Section iii

as a guide to elaborate on creative ways to deliver both energy savings and additional non-energy savings value to PSE.

Possible measures to consider that may align well with an in-home visit include, but are not limited to:

- Smart thermostats
- Weatherization measures (weather stripping, caulking, window film, pipe insulation, etc)
- Other DI measures that could be accomplished in a short in-home visit
- Other products and services that may not relate to energy efficiency but provide customer value

Prior iterations of HEA have only implemented no-cost DI measures, but PSE is open to considering measures that involve a customer co-pay. Please address in your proposal your <u>capabilities to accept</u> customer co-pays.

v. How Customers Can Participate

PSE will manage overall marketing efforts associated with the program, but may engage the successful bidder to collaborate in outreach efforts to successfully meet expected program targets. A variety of marketing techniques may be employed to promote the program, including direct mail and email, social media, direct outreach, etc.

One focus for the HEA in the next biennium is to better integrate with PSE's online engagement tools (online assessments, unusual usage alerts, Home Energy Reports). Please indicate in the proposal your ideas for improving this integration.

Customer eligibility will be screened through a database maintained by the vendor. PSE will provide vendor with customer data file uploads at an appropriate frequency. In the proposal, vendor must demonstrate the ability to host such a system while meeting PSE's data security requirements.

vi. Key Partnerships

The vendor will need to work closely with other departments at PSE, as well as outside vendors and PSE trade allies. Examples of partnerships may be:

- Working with trade allies and local agencies to facilitate recommended products and services resulting from the HEA
- Working with PSE vendors to ensure seamless data transfer between HEA and PSE's online engagement tools
- Working with PSE 's internal teams to ensure seamless data transfer between HEA and PSE's marketing tactics
- Working with both PSE's internal teams and vendors to ensure a singular end-to-end experience for HEA
- Working with PSE's marketing and outreach teams to ensure adequate promotion of the PSE program
- Working with PSE's product and services team and other internal teams to facilitate promotion and adoption of non-energy efficiency offerings.

Vendor is encouraged to submit other innovative ideas of how partnerships can be leveraged to improve the overall Home Energy Assessment customer experience.

vii. Measurement and Verification

Vendor should provide in their proposal:

- Description of how they will resolve project-level issues related to install measures / data submittals
- Plan for reporting on success rates of what is being recommended during HEA, and process for using that information for continuous improvement
- Description of how they will use M&V for continuous improvement
- QA/QC processes to support specific functions of the program

viii. Vendor Performance Requirements

The following are examples of performance metrics that may be included in the contract, but are subject to negotiation as part of the contracting process.

- Conversion rates of products and services that are recommended during HEA
- Customer satisfactions scores
- Response times to both customer and internal issues
- % of hard-to-reach customer served
- Operational efficiency in terms of:
 - Scheduling wait times
 - Data transfers to PSE and vendors
 - Customer care service level agreements

Vendor may be required to obtain the appropriate professional certifications (BPI Building Analyst, HERS certification, RESNET certification, etc.), depending on the scope of the HEA program.

ix. Vendor Program Management Expectations

The proposal must include an overview of how the vendor will perform the following responsibilities, at a minimum:

General program management

- Monthly tracking and reporting of program metrics
- Process to transfer customer and project information to PSE's energy efficiency data platform (Nexant iEnergy DSM Central), at a desired cadence of a biweekly basis.
- Management and resolution of customer satisfaction issues in a timely manner.
- Support program evaluation and independent review activities.
- Development of required applications and participation agreements.
- Relationship management with key internal and external stakeholders, including PSE trade allies.
- Report on unique customer characteristics ,segments, and regions served
- When applicable, energy efficient equipment inventory management and product qualification oversight.

In home services:

- Eligibility screening
- Scheduling
- Data collection
- · Assessment results reporting
- Follow-on referrals
- Customer service resolution

Quality control:

- Support PSE efforts to survey customers on program satisfaction
- Ensure customer contact information is correct

x. Other Considerations

This is a new approach to how Home Energy Assessments have been done at Puget Sound Energy. Vendors are encouraged to submit innovative ideas of how residential home servicescan be optimized for the PSE customer experience. Your proposal may address <u>any or all parts</u> of what is written in this RFP.

H. Residential Customer Efficiency Purchase Pilot

i. Program Background and Goals

The goal is to pilot an enhanced engagement tool or framework that empowers residential customers to purchase a broad array of energy efficient products outside of our typical rebate offerings. The tool/framework will guide PSE customers towards the purchase of energy efficient products when they are actively shopping for products. This could include information on relative energy use of products or other motivating factors for purchasing "the efficient option". This service would be in addition to our existing involvement in the ENERGY STAR Retail Products Portfolio.

Eligible customers for this program will be PSE single-family residential electric and gas customers.

ii. Program Budgets and Targets

Bidders should provide estimated number of customers who would meet different levels of engagement through this offering.

Vendor shall use Exhibit D to provide estimated budgets. Budgets proposed by Vendor should include a pricing schedule with all labor, overhead, travel, other direct and indirect costs, and costs associated with the proposal. Vendor should include all general and administrative costs in hourly labor rates and direct expenses. All sub-contractor costs must also comply with these terms.

PSE has purposely not provided unit quantity guidance. Vendors should propose based upon what they believe would be the best possible program design to meet the goals outlined in this RFP along with what the Vendor believes will be best for PSE and our shared customers. This might include, at Vendor's option, a low, medium and high scenario for PSE consideration.

Proposal should include a proposed administrative payment structure which may include (but is not limited to) the following payment structures: performance based-payment, time and materials, milestone driven, flat fee, or a combination. PSE will compare and align proposed costs with those supplied by other PSE programs.

If implementer is proposing a performance based payment model, Vendor should demonstrate how the performance payment was determined in the notes section of Exhibit C.

iii. High Level Success Factors and Proposal Evaluation Criteria

This pilot program is designed to meet a number of key priorities including but not limited to:

- Improves Customer Experience and Satisfaction: The pilot program will allow PSE to increase customer satisfaction, help customers save energy and provide a new means of communicating with customers and improving the customer experience.
- Integration with other PSE Programs: Initially PSE hopes to integrate this service with our existing direct-to-customer rebate programs.
- Piloting an Innovative Approach: PSE believes that software and behavioral optimization strategies allow utility energy efficiency programs to find new avenues for savings in a market where traditional energy efficiency potential is shrinking.

iv. Measure Mix and Customer Incentives

The measure will include a software or engagement platform and any associated hardware needed to enable this process. One of the main purposes of this pilot will be to validate if customer purchasing decisions can be measured and related to verifiable energy savings. If PSE is able to verify savings in the pilot stage then PSE will give strong consideration to making this a full measure level program.

PSE has not made a determination on customer incentives at this time as PSE is not sure they would be necessary for a program of this nature. PSE would be interested in seeing the bidder's research and opinion on the necessity of incentive payments and how the bidder would structure such payments if they were to be recommended.

v. How Customers Can Participate

PSE will support this effort through marketing and targeted outreach to eligible customer groups. PSE's marketing teams will coordinate with the bidder on co-branding and messaging in order to ensure materials meet PSE messaging standards, corporate goals and the needs of the bidder.

vi. Key Partnerships

- PSE Energy Advisors
- Home Energy Assessment Contractors
- PSE Digital Experience Team
- PSE Marketing and Outreach
- PSE Measurement and Verification
- PSE Product Marketing

vii. Measurement and Verification

Due to the nature of the program it is expected that vendors will be able to provide PSE with detailed savings data down to an individual home level in order to provide sufficient data for regulatory approval of a full program. The exact nature of the data and the details provided will require a detailed discussion between PSE's measurement and verification team and the selected bidder(s). Bidders shall provide willingness to share data and the level at which it can be shared it clear in the proposal.

viii. Vendor Performance Requirements

KPIs that will be analyzed as part of the pilot include but are not necessarily limited to:

- Total signups
- Conversion rate
- Final acquisition cost
- Customer drop-out rate
- Customer satisfaction score
- Predicted vs actual energy savings
- Total energy savings
- Customer program awareness

ix. Vendor Program Management Expectations

Vendors are expected to provide PSE with comprehensive engagement data on a weekly basis. Once the engagement period has finished the vendor will be responsible for providing PSE with savings data and usage information.

Vendors are expected to provide customers with easy options for both engagement and early drop out.

Vendors will be expected to coordinate engagement and opt-out messaging with PSE's marketing and outreach team in order to tailor this message to best suit our specific customer base.

Bidder should provide an overview of the strategy that will be used to meet these expectations and any historical experience bidder has with implementing optimization strategies in this fashion.

x. Other Considerations

Due to the digital integration aspects of this pilot, please answer the following questions (to the best of the bidders ability) within the Program Participation Data Reporting section of the proposal (Section vi):

- Does vendor provide a hosted platform, API, or other implementation? What are the options?
- Does the product support content management and administration by PSE business owners?
- What is the process for making changes to the product regarding messaging, customer experience, etc.?
- What customer communication options does this product provide or support: on-screen confirmation messaging; email message; SMS?
- What customer data is stored, where and how? Is it accessible to PSE?
- How will the solution integrate with PSE's CIS?
- What technical customer support is provided? Is there a separate call center?
- What is the upgrade path for the product? How may PSE participate in upgrade design?

I. AMI Single Family Enhanced Engagement Pilot

xi. Program Background and Goals

This is a new program that will leverage PSE's installation of AMI meters in our service territory. The goal is to pilot enhanced engagement strategies using 15 minute interval AMI data to identify customers with high savings potential and provide real or near real-time feedback in response to energy-saving actions.

Eligible customers for this program will be PSE single-family residential electric customers. Customers would need to have an AMI meter installed for at least 6 months before participating in the program(s).

Eligible products and services will use existing PSE AMI data or data collected by supplied products to provide real or near real-time feedback on energy consumption to customers.

xii. Program Budgets and Targets

As of June 2019, there are approximately 250,000 AMI meters installed in PSE electric service territory. For the initial pilot PSE is looking for programs that will serve a minimum of 500 residential customers. Bidders should provide a breakdown of cost per customer in addition to cost per kWh. Please include all O&M costs into this metric.

Vendor shall use Exhibit D to provide estimated budgets. Budgets proposed by Vendor should include a pricing schedule with all labor, overhead, travel, other direct and indirect costs, and costs associated with the proposal. Vendor should include all general and administrative costs in hourly labor rates and direct expenses. All sub-contractor costs must also comply with these terms.

xiii. High Level Success Factors and Proposal Evaluation Criteria

This pilot program is designed to meet a number of key priorities including but not limited to:

- <u>Improves Customer Experience and Satisfaction</u>: The pilot program will allow PSE to increase customer satisfaction, help customers save energy and provide a new means of communicating with customers and improving the customer experience.
- <u>Integration with other PSE Programs:</u> Initially PSE hopes to integrate this program with our existing Home Energy Assessment along with other rebate programs. This will provide our energy assessment team a new suggestion for helping customers to save energy and allow us to provide additional value to participants.
- <u>Piloting an Innovative Approach</u>: PSE believes that software and behavioral optimization strategies allow utility energy efficiency programs to find new avenues for savings in a market where traditional energy efficiency potential is shrinking.

xiv. Measure Mix and Customer Incentives

The measure will include a software tool to provide real-time or near real-time energy consumption data and any associated hardware needed to enable this process. One of the main purposes of this pilot will be to validate the magnitude and persistence of energy savings associated with this measures. If PSE

is able to verify savings in the pilot stage then PSE will give strong consideration to making this a full measure level program.

While demand response is not a key component of this pilot PSE is interested in bidder's demand response capabilities and ability to use the proposed product to modify demand. This will help to inform PSE's future demand response strategies.

PSE has not made a determination on customer incentives at this time as PSE is not sure they would be necessary for a program of this nature. PSE would be interested in seeing the bidder's research and opinion on the necessity of incentive payments and how the bidder would structure such payments if they were to be recommended.

xv. How Customers Can Participate

PSE will support this effort through marketing and targeted outreach to eligible customer groups. PSE's marketing teams will coordinate with the bidder on co-branding and messaging in order to ensure materials meet PSE messaging standards, corporate goals and the needs of the bidder.

xvi. Key Partnerships

- PSE Energy Advisors
- Home Energy Assessment Contractors
- PSE Digital Experience Team
- PSE Marketing and Outreach
- PSE Measurement and Verification
- PSE Product Marketing

xvii. Measurement and Verification

Due to the nature of the program it is expected that vendors will be able to provide PSE with detailed savings data down to an individual home level in order to provide sufficient data for regulatory approval of a full program. The exact nature of the data and the details provided will require a detailed discussion between PSE's measurement and verification team and the selected bidder(s). Bidders shall provide willingness to share data and make clear in the proposal the level at which it can be shared.

xviii. Vendor Performance Requirements

KPIs that will be analyzed as part of the pilot include but are not necessarily limited to:

- Total signups
- Conversion rate
- Final acquisition cost
- Customer drop-out rate
- Customer satisfaction score
- Predicted vs actual energy savings
- Total energy savings
- Customer program awareness

xix. Vendor Program Management Expectations

Vendors are expected to provide PSE with comprehensive enrollment data on a weekly basis. Once the enrollment period has finished the vendor will be responsible for providing PSE with savings data and usage information.

Vendors are expected to provide customers with easy options for both enrollment and early drop out.

Vendors will be expected to coordinate enrollment and opt-out messaging with PSE's marketing and outreach team in order to tailor this message to best suit our specific customer base.

Bidder should provide an overview of the strategy that will be used to meet these expectations and any historical experience bidder has with implementing optimization strategies in this fashion.

xx. Other Considerations

Due to the digital integration aspects of this pilot, please answer the following questions (to the best of the bidders ability) within the Program Participation Data Reporting section of the proposal (Section vi):

- Does vendor provide a hosted platform, API, or other implementation? What are the options?
- Does the product support content management and administration by PSE business owners?
- What is the process for making changes to the product regarding messaging, customer experience, etc.?
- What customer communication options does this product provide or support: on-screen confirmation messaging; email message; SMS?
- What customer data stored, where and how? Is it accessible to PSE?
- How will the solution integrate with PSE's CIS?
- What technical customer support is provided? Is there a separate call center?
- What is the upgrade path for the product? How may PSE participate in upgrade design?

J. AMI Small and Medium Business (SMB) Enhanced Engagement Pilot

i. Program Background and Goals

This is a new program that will leverage PSE's installation of AMI meters in our service territory. The goal is to pilot enhanced engagement strategies using 15 minute interval AMI data to identify customers with high savings potential and provide individualized recommendations to reduce consumption and demand.

Eligible customers for this program will be PSE small and medium business electric customers. Customers would need to have an AMI meter installed for at least 6 months before participating in the program(s).

Eligible products and services will use existing PSE AMI data or data collected by Vendor-supplied data collection products to identify high savings potential customers, craft individualized recommendations, and track resulting savings.

ii. Program Budgets and Targets

As of June 2019, there are approximately 250,000 AMI meters installed in PSE electric service territory. For the initial pilot PSE is looking for programs that will serve a minimum of 100 SMB customers. Bidders should provide a breakdown of cost per customer in addition to cost per kWh. Please include all O&M costs into this metric.

Vendor shall use Exhibit D to provide estimated budgets. Budgets proposed by Vendor should include a pricing schedule with all labor, overhead, travel, other direct and indirect costs, and costs associated with the proposal. Vendor should include all general and administrative costs in hourly labor rates and direct expenses. All sub-contractor costs must also comply with these terms.

iii. High Level Success Factors and Proposal Evaluation Criteria

This pilot program is designed to meet a number of key priorities including but not limited to:

- Improves Customer Experience and Satisfaction: The pilot program will allow PSE to increase
 customer satisfaction, help customers save energy and provide a new means of communicating
 with customers and improving the customer experience.
- Integration with other PSE Programs: Initially PSE hopes to integrate this program with our
 existing Small Business Direct Install along with other rebate programs. This will provide our
 energy assessment team a new suggestion for helping customers to save energy and allow us
 to provide additional value to participants.
- Piloting an Innovative Approach: PSE believes that software and behavioral optimization strategies allow utility energy efficiency programs to find new avenues for savings in a market where traditional energy efficiency potential is shrinking.

iv. Measure Mix and Customer Incentives

The measure will include a software tool to identify potential high savings customers, identify the low-cost/no-cost opportunities, and communicate those opportunities. One of the main purposes of this pilot

will be to validate the magnitude and persistence of energy savings associated with this measures. If PSE is able to verify savings in the pilot stage then PSE will give strong consideration to making this a full measure level program.

While demand response is not a key component of this pilot PSE is interested in bidder's demand response capabilities and ability to use the proposed product to modify demand. This will help to inform PSE's future demand response strategies.

PSE has not made a determination on customer incentives at this time as PSE are not sure they would be necessary for a program of this nature. PSE would be interested in seeing the bidder's research and opinion on the necessity of incentive payments and how the bidder would structure such payments if they were to be recommended.

v. How Customers Can Participate

PSE does not necessarily see this as an enrollment-style program. Instead direct outreach to identified customers will be the main method of participation. There is the potential for an opt-in option for additional deeper engagement which should be addressed by the vendor. PSE's marketing teams will coordinate with the bidder on co-branding and messaging in order to ensure materials meet PSE messaging standards, corporate goals and the needs of the bidder.

vi. Key Partnerships

- PSE Energy Advisors
- Small Business Direct Install Team
- PSE Digital Experience Team
- PSE Marketing and Outreach
- PSE Measurement and Verification
- PSE Product Marketing

vii. Measurement and Verification

Due to the nature of the program it is expected that vendors will be able to provide PSE with detailed savings data in order to provide sufficient data for regulatory approval of a full program. The exact nature of the data and the details provided will require a detailed discussion between PSE's measurement and verification team and the selected bidder(s). Bidders shall provide willingness to share data and make clear in the proposal the level at which it can be shared.

viii. Vendor Performance Requirements

KPIs that will be analyzed as part of the pilot include but are not necessarily limited to:

- Total customers participating
- Final acquisition cost
- Customer satisfaction score
- Predicted vs actual energy savings
- Total energy savings
- · Customer program awareness

ix. Vendor Program Management Expectations

Vendors are expected to provide PSE with comprehensive participation data on a weekly basis. The vendor will also be responsible for providing PSE with savings data and usage information.

Vendors will be expected to coordinate participation messaging with PSE's marketing and outreach team in order to tailor this message to best suit our specific customer base.

Bidder should provide an overview of the strategy that will be used to meet these expectations and any historical experience bidder has with implementing optimization strategies in this fashion.

x. Other Considerations

Due to the digital integration aspects of this pilot, please answer the following questions (to the best of the bidders ability) within the Program Participation Data Reporting section of the proposal (Section vi):

- Does vendor provide a hosted platform, API, or other implementation? What are the options?
- Does the product support content management and administration by PSE business owners?
- What is the process for making changes to the product regarding messaging, customer experience, etc.?
- What customer communication options does this product provide or support: on-screen confirmation messaging; email message; SMS?
- What customer data stored, where and how? Is it accessible to PSE?
- How will the solution integrate with PSE's CIS?
- What technical customer support is provided? Is there a separate call center?
- What is the upgrade path for the product? How may PSE participate in upgrade design?

III. PROPOSAL DETAILS

Every two years Puget Sound Energy Inc. (PSE), a privately-owned gas and electric utility located in Bellevue, Washington releases a major Request for Proposal (RFP) for Energy Efficiency Programs associated with PSE efforts to reduce energy usage for our residential and commercial customers.

This "umbrella" RFP covers multiple energy efficiency program categories (further detail found in the RFP). Firms may submit proposals for one or more of these categories.

To be considered it is mandatory that each proposal submitted include a Letter of Intent (see section A. Required Action Items) and be a stand-alone RFP response conforming to format identified within the attached proposal. Individual program sectors may require responses to items not included in this section, as noted within the specific program descriptions within the Potential Programs section (Section II). Different PSE subject matter experts/evaluators will be reviewing each of the program categories separately.

The purpose of this RFP is to consider bids for *each* of the RFP sections. The completeness/thoroughness of the response will help PSE determine which of the programs PSE elects to move forward.

These programs generally have a minimum of a two-year contract term with a start date of January 1, 2020 and an end date February 28, 2022 (with implementation activities ending on December 31, 2021). Contract negotiations should be completed on or before October 31, 2019.

A. Required Action Items

- a. <u>Intent to Bid Form:</u> Submit "Intent to Bid" by end of day July 3, 2019 via email at <u>CEMRFP@pse.com</u>
 - i. The Intent to Bid form is included as Exhibit A.
 - ii. Clearly label the email subject line: Letter of Intent: Program Name / Company Name
 - Example: Letter of Intent: Home Energy Assessment (HEA) Program / MzT Energy Reducers
 - iii. The purpose of the Intent to Bid document is to:
 - Determine list of potential bidders,
 - · Verify bidder contact information and,
 - Ensure that only bidders participating in a specific program RFP receive updates, amendments, question responses and any other documents provided after the initial RFP release.
 - **iv.** In order for a proposal to be considered, bidder must submit an Intent to Bid form identifying *each selected program category* within the required timeline.
 - If the same business unit will respond to multiple programs, please mark the attached list for those programs for which the bidder will submit a response, and submit only one Intent to Bid form
 - If different business units (with different designated contact) from firm will submit for different potential PSE program, each business unit must submit Intent to Bid form.
- **b.** <u>Bidder's Questions:</u> Submit Bidder's Questions by 5:00 PM Pacific Time on July 10, 2019 via email at CEMRFP@pse.com. Questions and responses to all questions will be provided

in writing to all bidders who have submitted an Intent to Bid form on the related program by 5:00 PM PT July 17, 2019.

- i. The release of the RFP begins a quiet period for bidders participating in this solicitation.
 - Bidders shall not call PSE employees to discuss potential programs or ask questions.
 - PSE employees shall not directly answer bidder questions outside of this bidder question process.
 - This is the bidder's only opportunity to ask questions during the proposal development phase.
- ii. Clearly label the email subject line: RFP Questions: Program Name / Company Name
 - Example: RFP Questions: Home Energy Assessment (HEA) Program / MzT Energy Reducers
- iii. Bidder must submit a separate list of questions for each selected program category.
- **iv.** Questions and PSE responses will be provided to all bidders who selected the associated program category on the Intent to Bid form.
- v. In order for questions to be answered, bidder must have notified PSE of the Intent to Bid for each selected program category within the required timeline.
- c. <u>Submit Proposal(s)</u>: Proposals are to be submitted electronically only to <u>CEMRFP@pse.com</u>. PSE will confirm receipt via email reply within 24 hours. If receipt is not confirmed, it is the bidder's responsibility to follow up with PSE to confirm receipt within 48 hours of proposal deadline.
 - i. Electronic proposals must be received by **no later than 5:00 PM PT, August 7, 2019**.
 - ii. Clearly label the email subject line: Proposal: Program Name / Company Name
 - Example: Proposal: Home Energy Assessment (HEA) Program / MzT Energy Reducers
- d. Additional notes regarding Letter of Intent, Bidder's Questions & Proposal(s):
 - i. All costs to participate in this RFP process are the responsibility of the bidder.
 - **ii.** PSE reserves the right to decline to answer any bidder questions that are determined not applicable to the proposal development phase.
 - **iii.** Inability to meet any of the stated requirements shall result in the disqualification of a proposal for this solicitation.

B. Proposal Requirements

Unless an exception is specifically noted in the Program Overview under Program Details, proposal must include and/or address each of the below Sections, must be submitted in the order outlined below, and must adhere to page limitations. Page limitations designate maximum length, bidder response may be shorter. Proposals that do not follow this format are at risk of being disqualified. If a template is provided as an Exhibit, the same format must be used for the related section. Please place company name and the page number on each page.

a. Section I. Summary Information

- i. Proposal Cover Letter See Exhibit B (1 page)
- ii. Proposal Summary See Exhibit C (1 page)
- iii. Proposal Cost Summary See Exhibit D (1 page)
- iv. Executive Summary (1 page)
- v. IT Security Questionnaire See Exhibit G (1 page)

b. Section II - Company Overview

- i. Company Profile See Exhibit E (1 page)
- ii. History & Overview of Company Products and Services (1 page)
- iii. Company Qualifications (1 page)
 - General description of the organization, background and experience in programs similar to the proposal.
 - Biography of bidder's program manager and others being proposed for the program team (as applicable). One paragraph maximum per individual, resumes may be included as an attachment to the proposal.
 - If Company or key management team members have worked with any similar organizations which provided similar services to those listed in the proposal, provide a list of prior organizations, with a focus on local organizations.
 Specifically note any services provided to PSE or its predecessors.
 - Describe top distinctions between company and others providing a similar function to the market.

iv. References (1 page)

- Provide three references from current clients for whom company has provided similar programs in the last 3 years. (References will be contacted for short-listed bidders only.)
- References may also include customers for whom the respondent has provided services similar to those included in the proposal.
- Reference should include:
 - Name of Reference Company
 - City/State
 - Type of Business
 - Describe relationship to bidder
 - Contact name/title
 - o Contact phone & e-mail
 - o 1-2 sentence description of programs/services provided

v. Financial Qualification & Full Disclosure (1 page)

- Provide form of business classification (i.e., sole proprietorship, partnership, or corporation) and Dun's number, if assigned.
- Quick ratio (current assets current liabilities).
- Corporate Website address (including annual report if available)

- Identify pending litigation and the final resolution or present status of such matters.
- Conflict of Interest All bidders shall disclose in their proposal any and all relationships between themselves, the program and/or members of their program team and PSE, its employees, or its customers.

c. Section III - Proposed Program Details

Proposal(s) will include the following items:

i. Implementation Plan (3 pages)

The Implementation Plan should consider the details provided in the Potential Programs section.

Section should include:

- Implementation Team
 - o Identify all Subcontractors and their role(s), Licensing (if applicable)
 - Identify any professional relationship with PSE customers
 - o If applicable, list and describe who is to install the measure (including any installation subcontractors)
 - o If applicable, list and describe who is responsible for commissioning and verification of installation and/or quality assurance inspection, as it relates to the proposal requirements.
- Schedule (High Level Project Plan)
 - Key tasks, milestones and benchmarks for the proposed program from the point a contract is awarded through completion.
 - o Indicate actions to be taken to ensure the schedule will be met.
- Top 3 Barriers to Implementation
 - o What are the top 3 concerns or barriers to implementing the program and/or related services and how will these concerns be addressed?

ii. Evaluation and Savings Verification Plan (2 pages)

Evaluation and savings verification will be required. For all awarded contracts, final evaluation plans will be defined with, and approved by, the PSE Program Evaluation Group. Evaluation and savings verification requirements differ between programs with calculated savings and prescriptive savings. If a program includes both types of savings, all requirements shall be met.

- For programs with calculated savings, vendor may be required to provide measurement and verification activities as outlined in the program description.
 As it relates to this information, proposed evaluation plan must include:
 - Suggested methodology for estimating energy savings at the program and project level. Provide savings estimates and/or assumptions by showing all engineering calculations based upon PSE's service territory. This can be either a separate excel file with formulas intact (no hard entered numbers) or a narrative that shows how bidder determines savings estimate and/or

- assumptions specific to PSE's service territory. All saving sources must be reference sited.
- Data collection and reporting plan to support evaluation, measurement and verification methodology
- Data needs (e.g., energy use data—monthly daily, interval) for the measurement and verification plan
- Description of how bidder will resolve project-level issues related to install measures
- Description of how bidder will use measurement and verification for continuous improvement
- For programs with prescriptive savings, bidder may be required to provide measurement and verification activities as outlined in the program description.
 As it relates to this information, proposed evaluation plan must include:
 - Description of how bidder will resolve project-level issues related to install measures / data submittals
 - Description of how bidder will use measurement and verification for continuous improvement
 - Quality Assurance / Quality Control processes to support specific functions of a program and measures

iii. Customer Acquisition Strategy (2 pages)

This section should include specific customer acquisition strategies the bidder will implement to target and recruit customers for participation in the program. Section should include:

- Market potential and participant expectations from this type of service; site all sources in determining these. All market potential and participant expectations should be based upon PSE's service territory.
- Eligibility recommendations and how customers will be contacted and selected/rejected for participation.
- Specific recruitment strategies that the bidder has successfully utilized and proposes to employ in this program design.
- Marketing assistance the respondent expects PSE to provide. This may include customer lists, customer billing records, letters of introduction, or support by PSE's customer service representatives.

PSE reserves the right to implement and/or coordinate all marketing activities. Specific and final Marketing Plans will be defined with PSE during contract negotiations. All marketing plans, materials, messaging and deliverables must be reviewed and vetted through the program's designated PSE Marketing Program Manager prior to implementation. The use of any third-party contractors or vendors must be reviewed and approved by the PSE marketing team. Bidder may include specific marketing activities, labor, and third-party vendor costs within budget and response but all costs are subject to review and approval during the negotiation period.

iv. Customer Obligations and Interaction Plan (2 pages)

This section will include:

- Details of all PSE customer obligations necessary for participation. Include any
 customer share of the cost of the installed measure, and other fees or costs for
 participation, estimates of customer's time involvement, use of customer
 premises, etc.
- Overview of customer interaction points and expectations of customer and PSE.
 Selected bidders must agree to the Customer Interaction Requirements found in the example Scope of Work requirements listed in Exhibit F. Explicitly state any exceptions that may be required for the proposal.
- Any and all written or implied warranties that will be provided to customers regarding quality of materials and installation.
- Process used to track and report customer information to PSE.

v. Environmental Stewardship (1 page)

This section should be specific to the activities performed through this program and/or services provided. Section should include:

- Detail the disposal of waste to be removed from customer facilities as part of energy efficiency projects, including the disposal of toxic and contaminated waste.
- Describe any recycling strategies to be incorporated into disposing of removed materials from the project as applicable to measure delivery.
- Detail specific environmental aspects of the program, including any planned utilization of recycled materials in equipment supplied to the program.
- Other actions the organization is taking to be a good environmental steward as it relates to this proposal.

vi. IT Security Requirements and Program Participation Data Reporting (2 pages)

The timeliness, accuracy and reliability of data generated by PSE's energy efficiency programs are critical to each programs success. PSE claims energy savings that help PSE to reach its energy savings targets that are set each year with the Washington Utility and Transportation Commission (WUTC). PSE has developed a set of guidelines below to help ensure that this data meets these needs.

Section should include:

- IT Security Questionnaire completion See Exhibit G (1 page)
- Data bidder will require of PSE in order for proposed program to be successful
- Details regarding how data will be accessed and managed
- Selected bidders must agree to the Program Participation Data Reporting Requirements found in the example Scope of Work requirements listed in Exhibit
 F. Explicitly state any exceptions that may be required for the proposal
- Additional data security questions may be required for short-listed bidders

d. Section IV - Doing Business with Puget Sound Energy (Exhibit F)

Please review and take action if required on the documents in Exhibit D; these will be the governing documents in any contracts issued as a result of this RFP.

i. Agreement for Professional Services (Action Required)

- All Bidders must submit a statement of acceptance of the Agreement or must identify area(s) for discussion with suggested language modifications. Include the specific Section and Item number for clarity.
- The final contracting process will include this contract or modification thereof and Scope of Work and Budget attachments.
- Include a response (a, b or c) and provide detail if needed:
- My company has an existing Master Services Agreement (MSA) with PSE. (provide PSE MSA number 460000xxxx)
- My company has reviewed and accepts this document.
- My company has reviewed and marked areas for discussion with suggested alternative language. (All bidders shall disclose any or all exceptions to PSE's professional services agreement).

ii. Statement of Work (SOW) and Budget Document (Information Only)

Successful Bidders are required to work cooperatively with the appropriate program team in advance of contracting to finalize a thorough and detailed Scope of Work and itemized line item budget. Both documents will be based upon RFP response and subsequent discussions. Additionally, bidder may be required to prepare additional supplemental program documents e.g. program plan. These items will be submitted to PSE Contract Services with the internal request for contract preparation/finalization and be included as attachments to the Agreement for final signature.

iii. Insurance Requirements (Information Only)

- PSE requires insurance of all vendors doing business with our company.
 <u>Successful Bidders</u> shall disclose any or all exceptions to PSE's insurance requirements.
- Include a response (a or b) and provide detail if needed:
 - a. I accept PSE's insurance requirements.
 - b. I have reviewed PSE's Certificate of Insurance (COI) requirement and offer the following comment(s).

iv. Mutual Confidentiality Agreement (MCA) (Information Only)

 <u>Successful Bidders</u> must sign the Confidentiality Agreement and provide two signed originals to PSE. PSE will countersign the MCA and return one fully executed agreement to the respondent.

v. Co-Branding Guidelines (Information Only)

<u>Successful Bidders</u> will outline how they plan to co-brand with PSE. PSE will
review and approve all co-branding activities identified by vendors. PSE may
require additional co-branding activities beyond what the vendor has identified in
the RFP. Each program is unique and co-branding activities will be based
specifically on how each vendor interacts with PSE customers. Please see
Section F of Exhibit F for more detail on PSE's Co-Branding Requirements.

C. Bid Evaluation

PSE will evaluate each proposal based upon the understanding of how the proposal meets the objective and satisfies the service requirements. Criteria include:

- How well does proposal diversify, support, complement and/or improve PSE portfolio
- Value to customer
 - Energy savings
 - o Cost
 - o Public and/or Non-energy benefits
 - Commitment to Quality Assurance
- Cost
- Reliability, quality and/or persistence of energy savings
- Supplier
 - Industry experience and reputation
 - Service qualifications
 - o Financial strength
 - o Local presence and/or capabilities
- Innovation of program/service

PSE has the right to accept or reject any proposal for any reason.

PSE may continue the evaluation analysis and additional due diligence throughout the evaluation and negotiation period based on multiple factors including but not limited to: clarification of bid submittal, current market or financial information, direction from regulatory proceedings, or other guidance.

At the completion of the evaluation, including any updated analyses, PSE will move forward with selected finalists for further discussions and, potentially, negotiations of terms and conditions of a contract. Contracts are subject to regulatory consent.

D. Post Proposal: Negotiations, Conditions and Awarding of Contract(s)

- a. It is PSE's intent to negotiate both price and non-price factors during any post-proposal negotiations with a respondent whose proposal is selected to a short list.
- b. It is also PSE's intent to include in ongoing analysis of a proposal any additional factors that may impact the total cost of a program until such time as PSE and respondent might execute a contract.
- c. A contract, if any, would be based on the outcome of these continuing negotiations. PSE has no obligation to enter into a contract with any respondent to this RFP and may terminate or modify this RFP at any time without liability or obligation to any respondent.
- d. This RFP shall not be construed as preventing PSE from entering into any agreement that it deems appropriate at any time before, during, or after this RFP process is complete. PSE reserves the right to negotiate only with those bidders and other parties who propose transactions that PSE believes, in its sole opinion, to have a reasonable likelihood of being executed substantially as proposed.
- e. PSE, with the mutual consent of the respondent, may elect to implement a proposal earlier than 1/1/2020.
- f. PSE reserves the right to issue subsequent RFPs for energy efficiency resources, including RFPs for specific, targeted energy efficiency programs.
- g. PSE may make summary information regarding proposals available to the Conservation Resources Advisory Group (CRAG), as necessary to enable this group to carry out its planning and review responsibilities. CRAG members will be required to agree to keep proposal information confidential in order to have access to individual proposal information.
- h. PSE may retain all information pertinent to this RFP process for a period of 7 years or until PSE concludes its next general electric and/or gas rate case, whichever is later.

E. Supplemental Information

- a. Washington Utility and Transportation Commission (WUTC)
 - Funding for proposals under this RFP shall be provided by the Company's electric and gas ratepayers, through the *Electric Conservation Service Rider* (Electric Schedule 120) and *Gas Conservation Service Rider* (Gas Schedule 120) approved by the WUTC. Limited additional funding for residential electric efficiency programs is provided as part of the Conservation and Renewable Discount pursuant to power purchase arrangements with the Bonneville Power Administration.

b. Current CEM Conservation Programs

- Puget Sound Energy, Inc. (PSE) currently provides a variety of energy efficiency services to their retail electric and natural gas customers. These programs provide energy efficiency resources as part of PSE's resource portfolio, and are consistent and complimentary to PSE's Integrated Resource Plans which projects PSE 20 year gas and electric needs and includes conservation as a key resource element.
- PSE is committed to ensuring that all customers have access to programs by offering a
 mix of programs that make energy efficiency services available to all customer classes
 and that address most major end uses.

c. Program Funding

 Funding for proposals under this RFP shall be provided by PSE's gas & electric ratepayers, through the Electric & Natural Gas Conservation Service Rider approved by the WUTC.

d. Conservation Resource Advisory Group (CRAG)

- Key to the development of PSE's overall energy efficiency targets is the participation of PSE's in the Conservation Resource Advisory Group ("CRAG"). The CRAG's specific purpose is to work with PSE in the development of conservation plans, targets and budgets and includes ratepayer representatives as well as representatives of select energy efficiency policy organizations.
- PSE may consult with the CRAG as part of its process for analyzing proposals submitted in response to this RFP, although the Company retains the full responsibility for decision-making and selection of any successful proposals.

Summary of Exhibits

Exhibit A	Intent to Bid Form
Exhibit B	Proposal Cover Letter
Exhibit C	Proposal Summary Document
Exhibit D	Proposal Cost Summary Document
Exhibit E	Company Profile
Exhibit F	 Doing Business with Puget Sound Energy documents Master Agreement for Professional Services (sample) Statement of Work and Budget Document Insurance Requirements Mutual Confidentiality Agreement (MCA) Co-Branding Guidelines Program Participation Data Reporting Requirements Customer Interaction Requirements
Exhibit G	IT Security Questionnaire

Exhibit A. Intent to Bid Form



INTENT TO BID FORM

Request for Proposal PSE Energy Efficiency Existing Programs 2020-21

Select from the related list the program(s) for which your business will submit RFP response(s).

- If the same business unit will respond to multiple programs, please mark the attached list for those programs for which you will submit a response, and submit only one Intent to Bid form
- If different business units (with different designated contact) from your firm will submit for different potential PSE program, each business unit must submit Intent to Bid form.

INTENT TO BID:

In response to your Request for Proposal for the identified program(s), the undersigned will to furnish an RFP response accordance with the contract documents and any addenda thereto. Labor, materials, tools, supplies, equipment, transportation, supervision, services, goods, and other items as may be required.

Yes:	My Company intends to submit a response to this Request for Proposal			
Yes/No:	My Company is a registered woman, veteran, minority owned business. If yes, identify category (proof of current registration will be required):			
COMPANY INFORM	IATION:			
Company Name:				
Company Address:				
Designated Contact for this RFP				
Name and Title:				
Email:				
Phone:				

AUTHORIZATION	N:	
Intent to Bid must above:	t be si	igned by an individual who is legally authorized to commit company as requested
Signature		
Printed Name and	d Title	;
Please submit confirm receipt	-	eted form by July 3 rd , 2019 via email to: <u>CEMRFP@pse.com</u> . PSE will n 24 hours.
Indicate progran	ns foi	which your business will submit RFP responses:
		Engineering Services and Submetering Program RFP*
		Small Business Direct Install
		Wholesale Midstream Rebate Delivery
		Midstream Residential Rebate Attribution*
		Field Services
		Home Energy Reports
		Home Energy Assessments/Residential In-Home Services
		Residential Customer Efficiency Purchase Pilot*
		AMI Single Family Enhanced Engagement Pilot*
		AMI Small and Medium Business (SMB) Enhanced Engagement Pilot*

* indicates new or substantially modified program

Exhibit B. Proposal Cover Letter

Cover Letter must include the following items:

- a. Name
- **b.** Address of the bidder
- **c.** RFP contact name, phone and email
- d. Signature of a duly authorized officer or agent of the respondent submitting the proposal
- e. Bidder's authorized officer or agent shall certify in writing that:
 - Proposal is genuine; not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; and is not submitted in conformity with any anti-competitive agreement or rules.
 - Respondent has not directly or indirectly induced or solicited any other respondent to submit a false or sham proposal.
 - The respondent has not solicited or induced any other person, firm, or corporation to refrain from proposing, or has not sought by collusion to obtain for himself/herself any advantage over any other respondent.
 - No reassignment of proposals will occur during the evaluation or negotiation stage unless authorized by PSE and that in the event respondent and PSE negotiate and execute a contract based on respondent's proposal, the contract and obligations therein shall not be sold, transferred or assigned or pledged as security or collateral for any obligation without the prior written permission of PSE which permission shall not be unreasonably withheld. Any project lender who takes an assignment of the contract for security and exercises any rights under such agreements will be bound to perform such agreements to the same extent.
 - Conflict of Interest: All bidders shall disclose in their proposal any and all relationships between themselves, the project and/or members of their project team and PSE, its employees, its customers, or members of PSE's Conservation Resource Advisory Group (CRAG).
 - Validity, Deadlines and Regulatory Consent: All proposals shall specify the date through
 which the proposal is valid. Bidders should note that contracts might not be executed or
 obtained until near the end of 2019. PSE will seek regulatory consent to revisions of its energy
 efficiency tariffs consistent with the results of this RFP process, such consent to be in form
 and substance satisfactory to PSE in its sole discretion. It is preferred that bidder provides
 proposals that remain valid for a period that allows for negotiation of a contract.
 - All bidders must submit a statement accepting the Master Agreement for Services (Exhibit F)
 or must identify area(s) for discussion with suggested language modifications. Include the
 specific Section and Item number for clarity.

Exhibit C. Proposal Summary Document

Program Name:	
Bidder Organization:	
Primary Contact Name:	
Contact Phone:	
Contact Email Address:	

General Bidder Questions

- a) What is the location of your office nearest to PSE service territory?
 - i. If no office in PSE Service Territory, willing to establish locally based representative?
- b) Number of years in business providing proposed service/product?
- c) Is your product currently available to the market?
 - i. If yes, how long has the product been available?
- d) Have you provided this service or product to other utilities?
 - i. If yes, what other utilities?
- e) Do you have experience with measurement and verification of utility energy savings?

1) Program Information

Target Customer Segment(s)			
	Residential	Retrofit	
	Commercial	New Construction	
Program End Use(s) – Select one or more			
	Heating		
	Air Conditioning		
	Water Heating		
	Appliances		
	Lighting		
	Year Round Process (describe)		
	Seasonal Process (describe)		
	Other (describe)		

Measure & Program Details	
Type of Energy Efficiency measures to be	Deemed/Prescriptive
installed (check all that apply)	Calculated
Total Participating Customers	
Total annualized Energy Savings for all installed l kWh	Measures
Therms	
Total proposal dollars per Energy Savings \$/kWh Saved	
\$/Therm Saved	

Exhibit D. Proposal Cost Summary Document

		Unit	
Respondent Direct Costs	Rate (\$/Unit)	(Hours, etc.)	Proposal Total
PSE Costs			
Proposed Measure			
Installation Costs			
Measure/Equipment Costs			
Labor			
Other Material			
Travel, Vehicles			
Program Management Labor			
Support Staff Labor			
Legal			
Travel			
Other (please specify)			
Program Implementation			
Costs			
Incentives \$ (grants, rebates)			
Marketing/Advertising			
Customer Service &			
Complaint Resolution			
Tracking & Reporting			
Measurement and Verification			
(Evaluation)			
Other (please specify)			
TOTAL RESPONDENT COSTS			

Notes:			

Exhibit E. Company Profile

Company Name:	
Headquarters (City / State):	
Branches (City / State):	
Does your firm have a local presence to the Puget Sound area (Western Washington) or in the Northwest? If no, provide closest location.	
Number of continuous years in business?	
Total Number of Employees (note Full Time, Part Time or Other)	
Is your firm Certified as a diverse organization (i.e. Women, Minority, or Veteran owned)? If yes, identify category.	
Dun and Bradstreet Number	
Yearly Revenue/Sales Figures (2016, 2017, 2018 estimated, and 2019 projected)	
Do you have experience working with regulated entities (e.g. phone companies, gas or electric utilities, etc.) and their customers?	
Has your company declared bankruptcy in the past 36 months? If yes, explain.	

Exhibit F. Doing Business with PSE Reference Documents

- A. Master Services Agreement Template
- B. Occupational Safety and Health Administration (OSHA) Recordable Injury Report
- C. Statement of Work and Budget Discussion
- D. <u>Insurance Requirements</u>
- E. Mutual Non-Disclosure Agreement (MNDA)
- F. Co-Branding Guidelines
- G. Program Participation Data Reporting Requirements
- H. Customer Interaction Requirements

Agreement for Professional Services (See Section IV of RFP)

<u>All Bidders</u> must submit a statement accepting the Agreement or must identify area(s) for discussion with suggested language modifications. Include the specific Section and Item number for clarity.

A. Master Services Agreement Template

This Master Services Agree	ement ("Agreement"), dated as of	, is entered into by
and between Puget Sound	("Consultant"). PSE	
and Consultant are collect	ctively referred to as the "Parties".	This Agreement is valid through

The Parties agree as follows:

SECTION 1. THE SERVICES

- 1.1 Consultant shall perform the services described in any Statement of Work mutually agreed to by the Parties that references this Agreement (each a "Scope of Work" or "SOW"). All such services and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by Consultant under this Agreement are collectively referred to in this Agreement as the "Services".
- **1.2** Except as otherwise specifically provided by PSE, Consultant shall be responsible for providing for itself, at its own expense, all goods and services necessary for Consultant to complete the Services, including but not limited to all labor, equipment, software, data, and other materials.
- 1.3 The Parties acknowledge that it is not always possible to list every task that must be performed as part of the Services. Unless specifically excluded, tasks that are reasonably necessary to complete the Services, but which might not be specifically listed in the SOW, shall be performed by Consultant as part of the Services without any increase in the compensation otherwise payable under this Agreement.
- **1.4** All SOWs related to this Agreement are incorporated herein by reference and made a part hereof. In the event of any conflict between the terms of this Agreement and any SOW, this Agreement shall control. Notwithstanding the foregoing sentence, if a SOW by its terms expressly provides that certain provisions therein shall control over certain specified provisions in this Agreement, then to the

extent such provisions in a SOW conflict with the specified provisions in this Agreement, the SOW shall control.

SECTION 2. SCHEDULE

- **2.1** If a schedule for performance of any Services is specified, Consultant shall commence, perform and complete such Services in accordance with such schedule.
- 2.2 If a schedule for performance of any Services is not specified, Consultant shall commence such Services upon notice to proceed from PSE and shall thereafter diligently perform such Services to completion.

SECTION 3. COMPENSATION

- 3.1 Subject to the terms and conditions of this Agreement, PSE shall pay Consultant the compensation described in the applicable SOW as full compensation for the satisfactory performance of the Services.
- 3.2 Unless otherwise provided for in the applicable SOW, Consultant shall submit to PSE, within thirty (30) days after the end of each calendar month, Consultant's invoice for the compensation payable under this Agreement for the Services performed during such month. Each of Consultant's invoices shall set forth a detailed description of the Services performed during the applicable month, the number of hours spent performing such Services, the dates on which such Services were performed, and a detailed itemization of any reimbursable costs and expenses incurred in connection with such Services. Consultant shall provide such receipts, documents, compensation segregations, time sheets, information and other items as PSE may reasonably request to verify the invoice.
- **3.3** Consultant shall place the number of this Agreement on all of its invoices. Consultant shall submit such invoices by mailing to PSE at its address for notices under this Agreement or such other address as PSE may specify in writing. PSE may change such address for invoices by giving Consultant written notice of the change.
- 3.4 Any sales, service, use, consumption or other similar taxes imposed upon the Services shall be separately disclosed and added to the amount of each invoice unless PSE provides Consultant with appropriate evidence of a tax exemption claimed for the relevant jurisdiction(s). In no event shall PSE be obligated to pay or reimburse Consultant for any taxes based on Consultant's net income, gross receipts or property, or for withholding and payroll taxes with respect to any wages or other compensation payable to Support (as defined below in Section 4.1).
- 3.5 PSE shall pay each of Consultant's invoices within thirty (30) days after PSE's receipt and verification thereof; provided, however, that if PSE disputes in good faith any portion of a valid invoice it may withhold payment in respect of such disputed amount, provided it pays the undisputed portion of the valid invoice within 30 days. PSE shall be entitled to set-off any amount due and payable to it from and against amounts held to the credit of Consultant on any account, whether under this Agreement or otherwise. This is without prejudice to any other rights or remedies available to PSE under this Agreement or otherwise.

3.6 No payment by PSE shall constitute acceptance of, or a waiver of PSE's rights with respect to, any Services not in accordance with the terms of this Agreement or a SOW.

SECTION 4. PERFORMANCE BY CONSULTANT

- 4.1 Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any third party not specifically identified in the applicable SOW without the prior written consent of PSE, which may be withheld in PSE's sole discretion. Any such delegation or subcontracting without PSE's prior written consent shall constitute a material default of this Agreement. At PSE's request, Consultant shall provide to PSE documentation related to a proposed subcontractor's qualifications to perform the Services. No delegation or subcontracting of performance of any of the Services, with or without PSE's prior written consent, shall relieve Consultant of its responsibility to perform the Services in accordance with this Agreement. Consultant shall be fully responsible for the performance, acts and omissions of Consultant's employees and subcontractors and any other person who performs Services on Consultant's behalf (collectively, the "Support").
- **4.2** Consultant shall at all times be an independent contractor and not an agent or representative of PSE with regard to performance of the Services. Consultant shall not represent that it is, nor hold itself out as, an agent or representative of PSE. In no event shall Consultant be authorized to enter into any agreement or undertaking for or on behalf of PSE.
- 4.3 Consultant shall perform the Services in a timely manner and in accordance with the applicable SOW and the standards of Consultant's profession. At the time of performance, Consultant shall be properly licensed, equipped, organized and financed to perform the Services in accordance with this Agreement. Subject to compliance with the requirements of this Agreement, Consultant shall perform the Services in accordance with its own methods.
- **4.4** Consultant shall fully cooperate with PSE and coordinate the Services with related work performed by PSE and others. If any Services depend upon the results of work performed by PSE or others, Consultant shall, prior to commencing such Services, notify PSE of any actual or apparent deficiencies or defects in such other work that render such other work unsuitable for performance of the Services.
- 4.5 Consultant shall not hire any employee of PSE to perform any of the Services. Consultant shall employ persons to perform the Services who are fully experienced and properly qualified. Consultant shall, if so requested by PSE, remove from performance of the Services any person PSE determines to be incompetent, careless or otherwise objectionable. Without limitation of the foregoing, Consultant shall assign to perform the Services the personnel specifically listed in the SOW and shall not (for so long as they remain in Consultant's employ) reassign or remove any of them without the prior written consent of PSE. If any such personnel leave Consultant's employ or are reassigned or removed by Consultant, Consultant shall replace them with personnel approved by PSE.
- **4.6** Consultant shall promptly pay, and secure the discharge of any liens asserted by, all Support. Consultant shall furnish to PSE such releases of claims and other documents as may be requested by PSE to evidence such payment and discharge.

- **4.7** Consultant shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the Services. Without limiting the generality of the foregoing, Consultant shall provide all required safety equipment, safe tools and a safe work place for all Support.
- 4.8 Acceptance of each of the Services ("Acceptance") shall be determined in accordance with the procedure set forth in this Agreement and the applicable SOW. If no acceptance procedure is set forth therein, then Acceptance shall be deemed to have occurred ten (10) business days after Completion of the applicable Services if PSE has not otherwise notified Consultant that the Services are not approved. PSE shall not unreasonably withhold its Acceptance. If any Services are not Accepted, Consultant shall promptly re-perform the applicable Services and allow PSE another ten (10) business days to review. In order for "Completion" of the applicable Services to have occurred, Consultant must provide to PSE an acceptance form that conforms with the template PSE provides, and which will clearly identify the Services by name, the date of Completion (which shall be no earlier than the date the form is delivered to PSE), and include a space for comments and PSE's Acceptance signature. As full compensation for satisfactory performance of the applicable Services, where "satisfactory" means the Services have received Acceptance, PSE shall pay Consultant the applicable compensation described in the applicable SOW, including adjustment, if any, in accordance with this Agreement. The making of (or failure or delay in making) such Approval shall not relieve Consultant of responsibility for performance of the Services in accordance with this Agreement.

SECTION 5. COMPLIANCE WITH LAWS

Consultant and Support shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon PSE and applicable to the Services). Consultant shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, rules, orders required to be incorporated in agreements of this character are incorporated in this Agreement by this reference.

The parties hereby incorporate 41 C.F.R. 60-1.4(a) (7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R.60-300.5(a) 11; and 41 C.F.R. 60-741.5(a) 6, if applicable.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Except as may be restricted by federal, state or local laws or regulations, PSE will grant Consultant access to PSE's premises or IT systems as necessary to perform the Services. Consultant acknowledges that certain portions of PSE's premises may have restricted access and require prior

authorization or a PSE designated escort to allow Consultant access. If notified by PSE that access is restricted, Consultant shall comply with federal, state or local laws or regulations requiring background checks and drug and alcohol testing of employees prior to performing work at the project site. No work can begin until these requirements have been met.

PSE has entered into this agreement with Consultant based upon PSE's reasonable belief that Consultant, like PSE, adheres to the strictest of ethical standards. In connection therewith, Consultant has reviewed PSE's Corporate Ethics and Compliance Code at http://www.pse.com/aboutpse/CorporateInfo/Pages/Our-Ethics.aspx.

Consultant warrants that it and its Support will not, directly or indirectly, offer, promise, authorize or give anything of value to a government official, a political party, a candidate for political office or any other person connected to a government in any way, or authorize the giving of anything of value to a government official, a candidate for political office, or any other person connected to a government in any way, for the purposes of: (a) influencing an act or decision of that government official (including a decision not to act) in connection with PSE's business or in connection with Consultant's business with PSE; or (b) inducing such a person to use his or her influence to affect any government act or decision in connection with PSE's business or in connection with Consultant's business with PSE. Consultant further warrants that neither it nor any of its Support have offered or given, or will offer or give, any gifts or gratuities to PSE employees, agents or representatives for the purpose of securing this agreement or securing favorable treatment under this agreement. In addition, Consultant will notify PSE immediately if any of its employees, officers or principals are officials or representatives of any government or are candidates for such government positions. Any breach of this provision by Consultant shall constitute a material breach of the Contract and shall immediately entitle PSE to terminate the Contract for cause.

SECTION 6. INSPECTION; EXAMINATION OF RECORDS

- **6.1** The Services shall at all times be subject to inspection by and with the approval of PSE, but the making of (or failure or delay in making) such inspection or approval shall not relieve Consultant of responsibility for performance of the Services in accordance with this Agreement, notwithstanding PSE's knowledge of defective or noncomplying performance, its substantiality, or the ease of its discovery. Consultant shall provide PSE sufficient, safe and proper facilities and equipment for such inspection and free access to such facilities.
- 6.2 Consultant shall promptly furnish PSE with such information related to the Services as may be requested by PSE. Until the expiration of three (3) years after final payment of the compensation payable under this Agreement, Consultant shall provide PSE access to (and PSE shall have the right to examine, audit and copy) all of Consultant's books, documents, papers and records that are related to the Services or this Agreement

SECTION 7. PROPERTY AND CONFIDENTIAL INFORMATION

7.1 PSE shall own all software, writings, information, and other property, whether tangible or intangible, created, made, developed, first reduced to practice or acquired by Consultant or any Support in connection with the Services (including, but not limited to, inventions, processes, methods, concepts, documents, drawings, specifications, calculations, maps, sketches, notes, reports, data,

estimates, models, samples, completed Services and Services in progress) whether or not delivered to PSE. Consultant assigns to PSE, and shall require all Support to assign to PSE, any and all patent, copyright, trade secret and other intellectual property rights that Consultant or any Support may have in and to such items. Consultant has rights in such items pursuant to paragraph 7.3. Consultant shall take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may be requested by PSE to effect, perfect or evidence PSE's ownership of such property. Consultant shall deliver such property (together with any property furnished by PSE or the cost of which is included in the compensation payable under this Agreement) to PSE upon request and in any event upon the completion, termination or cancellation of this Agreement.

- **7.2** If Consultant or any Support uses, provides, or incorporates into any deliverables any pre-existing items or other tangible or intangible materials of any nature that are not covered by paragraph 7.1, then PSE is hereby granted a worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up, sub-licensable right: (a) to make, use, copy, modify, and create derivative works of such items, and (b) to publicly perform or display, import, broadcast, transmit, distribute, license, or lend copies of such items (and derivative works thereof).
- **7.3** Except to the extent they contain PSE Confidential Information or PSE Information (as defined in Section 7.4 and 7.5 below), Consultant reserves a permanent, non-assignable, nonexclusive royalty-free license to use in its performance of services for others any items assigned to PSE in paragraph 7.1.
- 7.4 As used in this Agreement, "Confidential Information" means all information previously or subsequently received by Consultant in connection with this Agreement that is identified as being proprietary and/or confidential, or that, by the nature of the circumstances surrounding the disclosure, reasonably ought to be treated as proprietary and confidential. Confidential Information does not include information Consultant can prove (i) was or becomes generally available through no breach of an obligation of confidentiality; (ii) was already in the possession of Consultant at the time received in connection with this Agreement without any prior obligation of confidentiality; (iii) was lawfully obtained by Consultant from a third party without breach of an obligation of confidentially; or (iv) was required to be disclosed by applicable law. Consultant shall not disclose or use Confidential Information except as necessary to perform the Services.
- 7.5 PSE exclusively owns all PSE Information. "PSE Information" is any information about persons or entities that Consultant obtains in any manner from any source under this Agreement, which concerns prospective and existing customers or employees of PSE, or any third party PSE has a business relationship with. PSE Information includes, without limitation, names, addresses, telephone numbers, e-mail addresses, social security numbers, credit card numbers, call-detail information, purchase information, product and service usage information, account information, credit information and demographic information. Consultant (a) may collect, access, use, maintain and disclose PSE Information only for the specific purpose for which such PSE Information is collected, stored or processed by Consultant in order to perform the Services, and (b) shall not otherwise use or disclose PSE Information, whether or not it is publicly available.
- **7.6** Consultant shall immediately notify PSE of any actual, probable or reasonably suspected breach of security of Consultant's systems and of any other actual, probable or reasonably suspected

unauthorized access to or acquisition, use, loss, destruction, compromise or disclosure of any Confidential Information of PSE, including without limitation any PSE Information (each, a "Security Breach"). In any notification to PSE required under this paragraph, Consultant shall designate a single individual employed by Consultant who must be continuously available to PSE as a contact regarding Consultant's obligations under this paragraph. Consultant shall, at its own expense (a) assist PSE in investigating, remedying and taking any other action PSE deems necessary regarding any Security Breach and any dispute, inquiry or claim that concerns the Security Breach; and (b) shall provide PSE with assurance satisfactory to PSE that such Security Breach or potential Security Breach will not recur. Unless prohibited by an applicable statute or court order, Consultant shall also notify PSE of any third-party legal process relating to any Security Breach, including, but not limited to, any legal process initiated by any governmental entity (foreign or domestic).

- 7.7 Upon termination of this Agreement, or upon the request of PSE, Consultant shall return, or at PSE's option destroy, any and all Confidential Information. Consultant shall certify in writing the completion of such return or destruction. The obligations of this paragraph shall survive termination of this Agreement.
- 7.8 Except as may be required by law, neither party to this Agreement shall, without the prior written consent of the other, make any news release or public announcement or place any advertisement stating that PSE and Consultant have contracted for the products or services specified in this Agreement or have entered into any business relationship. Use of any PSE name, trademark or service mark in any promotional materials of Consultant requires PSE's prior written approval, which is subject to the sole discretion of PSE to grant or withhold. In the event that PSE approves the use of its name, trademark, or service mark in any announcement, news release or promotional materials of Consultant, all of the contents shall be submitted to PSE's Corporate Communications Department for review prior to any publication by Consultant.
- **7.9** In additional to the provisions of the IT Security Addendum attached hereto, the following applies to all Services performed hereunder.
 - a) In order to ensure that PSE maintains the most current data set for its customers and employees, any and all relevant PSE Information provided shall remain:
 - i. the property of PSE;
 - ii. accessible to PSE at all times via secure automated means; and
 - iii. accessible in near real-time as necessary.
 - b) The data format and exchange mechanisms (e.g. Secure File Transfer, API, data extracts) shall comply with PSE Security requirements and best practices guidelines, and will be determined by the capabilities of PSE and the Consultant. At a minimum, data-related designs shall include the following:
 - i. Encryption and/or other relevant protection requirements, including:
 - A. Data at-rest and in-transit for both source and target systems; and
 - B. Requisite infrastructure and/or application requirements and costs.
 - ii. Identification and approval of the applicable PSE data owner.
 - iii. A mechanism for express consent to be given or withdrawn for PSE's use in accordance with consumer privacy requirements.

- iv. Any PSE Customer Master Data (e.g. address, phone, email, preferences) sent by PSE shall not be changed or appended without prior written consent of PSE (where email is an acceptable form of writing). Any changed or appended data remains the property of PSE and shall be transmitted back to PSE as specified in Sections 7.9(b) and (c) via the mechanisms described in this Section II.
- v. Any relevant data types added or changed shall be the property of PSE and shall be transmitted to PSE as specified in Sections I(b) and (c) via the mechanisms described in this Section 7.9(b).
- vi. For any Consultant hosted solutions, the following requirements apply:
 - A. Every action available to prospective and/or existing PSE customers (e.g. next buttons, final submissions, setting changes, etc.) shall include meta data describing the action taking place and the return code or similar completion status indicator.
 - B. Actions described in requirement (A) must be linked to the PSE customer's SAP Contract Account ID and Business Partner ID wherever possible.

SECTION 8. RELEASE, INDEMNITY AND HOLD HARMLESS

- **8.1** Consultant releases and shall defend, indemnify and hold harmless PSE, its subsidiaries and affiliates, and each of their respective shareholders, directors, officers, employees, representatives and agents from and against any and all claims, costs, losses, liabilities, damages, fines, and expenses of any nature (including, without limitation, reasonable attorneys' fees and costs) that arise out of or relate to, directly or indirectly, any actual or alleged:
- (a) fault, negligence, professional error or omission, strict liability or product liability of Consultant or any Support in connection with this Agreement;
- **(b)** lien asserted by any Support or any supplier or vendor of Consultant upon any property of PSE in connection with this Agreement;
- (c) infringement or misappropriation of any patent, copyright, trade secret, trademark or other intellectual property right by any deliverables or Services;
- (d) act, error or omission of any Support that, if done by Consultant, would be a breach or default under this Agreement; or
- **(e)** breach or default under this Agreement by Consultant.
- **8.2** In connection with any action to enforce Consultant's obligations under this Section 8, Consultant waives any immunity, defense or protection under any workers' compensation, industrial insurance or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51, of the Revised Code of Washington).
- **8.3** Consultant acknowledges that the foregoing provisions regarding indemnification and waiver are an important part of the consideration for PSE to enter into this Agreement, and that the foregoing waiver provision has been mutually negotiated.

SECTION 9. WORKERS' COMPENSATION AND INSURANCE

- 9.1 With respect to all persons performing the Services, Consultant or its Support shall secure and maintain in effect at all times during performance of the Services coverage of insurance in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and the laws of the jurisdiction in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law. Consultant shall furnish to PSE such assurance and evidence of such coverage or insurance (such as copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) as PSE may request.
- 9.2 Consultant shall secure and maintain insurance with provisions, coverages and limits as specified in the attached certificate of insurance, endorsement and/or schedule of insurance requirements or, if none is attached, with such provisions, coverages and limits as PSE may from time to time specify to protect PSE, its successors and assigns, and the respective directors, officers, employees, and agents of PSE and its successors and assigns (collectively, the "Owner Parties") from any claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) that may arise out of any property damage, bodily injury (including death) or professional liability related to the Services. Upon PSE's request, Consultant shall furnish PSE with such additional assurance and evidence of such insurance (such as a certificate of insurance or copies of all insurance policies) as PSE may request. Within thirty (30) days after any renewal or any notice of termination, cancellation, expiration or alteration in any policy of insurance required under this Agreement, Consultant shall deliver to PSE a certificate of insurance acceptable to PSE with respect to any replacement policy.
- **9.3** All policies of insurance required under this Agreement shall:
 - a. be placed with such insurers and under such forms of policies as may be acceptable to PSE;
 - b. with the exception of workers' compensation, employer's liability and professional liability insurance, be endorsed to name the Owner Parties as additional insureds;
 - c. be primary insurance with respect to the interests of the Owner Parties;
 - d. any insurance or self-insurance maintained by any of Owner Parties shall be excess and non-contributory insurance with respect to the insurance required hereunder;
 - e. with the exception of workers' compensation, employer's liability and professional liability insurance, apply severally and not collectively to each insured against whom any claim is made or suit is brought, except that the inclusion of more than one insured shall not operate to increase the insurance company's limits of liability as set forth in the insurance policy; and
 - f. provide that the policies shall not be canceled or their limits or coverage reduced or restricted without giving at least 30 days prior written notice to the Purchasing Department of Puget Sound Energy, Inc., PO Box 97034, (EST-07E) Bellevue, WA 98009-9734
- **9.4** Consultant shall ensure that any policy of insurance that Consultant or any Support carry as insurance against property damage or against liability for property damage or bodily injury (including

death) shall include a provision providing a waiver of the insurer's right to subrogation against each of the Owner Parties. To the extent permitted by its policies of insurance, Consultant hereby waives all rights of subrogation against each of the Owner Parties.

- **9.5** The requirements of this Agreement as to insurance and acceptability to PSE of insurers and insurance to be maintained by Consultant are not intended to and shall not in any way limit or qualify any other obligation of Consultant under this Agreement.
- 9.6 Consultant must report to PSE any Occupational Safety and Health Administration (OSHA) recordable injuries that occur while performing work on behalf of PSE. A recordable injury includes any injury that results in treatment beyond first aid, restricted workdays, and/or lost workdays. Consultant will report its OSHA recordable injuries for the previous month by the 5th day of each month (e.g. all October OSHA recordable injuries are reported by November 5th). The first report will be due the 5th day of the month following commencement of the Services. Consultant shall use the form included with this Agreement when reporting the injuries. When completed, the form shall be sent to consultantsafety@pse.com.

SECTION 10. CHANGES

- **10.1** PSE may at any time, by written notice thereof to Consultant, make changes in the Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance and changes in the schedule and location of performance). If applicable, PSE and Consultant will follow the change process set forth in the SOW.
- 10.2 If any change under paragraph 10.1 causes an increase or decrease in the cost of or the time required for performance of the Services, an equitable adjustment in the compensation and schedule under this Agreement shall be made to reflect such increase or decrease, and this Agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Consultant for such change. If any change under paragraph 10.1 results in a decrease in the Services to be performed, Consultant shall not be entitled to anticipated profit on Services not performed, and the loss of anticipated profit shall not affect the reduction in Consultant's total compensation resulting from such decrease. Further, Consultant shall not be entitled to any reallocation of cost, profit or overhead.
- 10.3 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment under paragraph 10.2, Consultant shall immediately proceed with performance of the Services as changed pursuant to paragraph 10.1 or pursuant to the SOW. If Consultant intends to assert a claim for equitable adjustment under paragraph 10.2, Consultant must, within fifteen (15) days after Consultant's receipt of any notice under paragraph 10.1 that does not set forth an acceptable adjustment, submit to PSE a written statement of the basis and nature of the adjustment claimed. Consultant shall not be entitled to any adjustment unless such written statement is submitted by Consultant to PSE within the applicable fifteen (15) day period.

SECTION 11. CORRECTION OF NONCOMPLIANCES

11.1 Consultant shall, at its expense, promptly and satisfactorily correct any Services found to be defective or not in compliance with the requirements of this Agreement.

- 11.2 If PSE directs Consultant to correct defective or noncomplying Services or to otherwise achieve compliance with this Agreement and Consultant thereafter fails to comply or indicates its inability or unwillingness to comply, then PSE may, upon ten (10) days' advance written notice to Consultant of PSE's intention to do so, correct (or cause to be corrected) the defect or noncompliance or otherwise achieve compliance by the most expeditious means available to it (by contract or otherwise) and charge to or otherwise recover (e.g., by offset against compensation payable under this Agreement) from Consultant the cost thereof.
- 11.3 PSE's right to make corrections and otherwise achieve compliance and recover from Consultant the cost thereof is in addition to all other rights and remedies available to PSE under this Agreement or otherwise by law and shall in no event be construed or interpreted as obligating PSE to make any correction of defective or noncomplying Services or to otherwise achieve compliance with this Agreement. Consultant's obligation to correct defective or noncomplying Services shall not in any way limit or qualify any other obligation of Consultant under this Agreement. Further, Consultant's obligations shall not be limited or qualified in any way because of any rights PSE has, or exercises, under this Section 11.

SECTION 12. TERMINATION

- **12.1** PSE may at any time, by written notice thereof to Consultant, terminate this Agreement as to all or any portion of the Services not then performed, whether or not Consultant is then in breach or default. Upon receipt of any such notice of termination, Consultant shall, except as otherwise directed by PSE, immediately stop performance of the Services to the extent specified in such notice and deliver to PSE any work in process or deliverables, regardless of their level of completion.
- 12.2 In the event of termination pursuant to paragraph 12.1, an equitable adjustment shall be made in the compensation payable to Consultant under this Agreement, provided that such compensation as so adjusted shall in no event exceed a percentage of the total compensation otherwise payable under this Agreement equal to the percentage of the Services satisfactorily completed at the time of termination. Further, Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on Services not performed on account of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination.

SECTION 13. MISCELLANEOUS

- **13.1** Any notice, request, designation, direction, statement or other communication under this Agreement shall be (i) in writing (ii) delivered to the intended recipient at the address, to the attention of, and in the manner specified in the applicable SOW and (iii) effective upon receipt. Either party may change its address specified in the applicable SOW by giving the other party notice of such change in accordance with this paragraph.
- 13.2 Consultant shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of PSE. For the purposes of the foregoing, any transfer of a controlling interest in Consultant (e.g., by a transfer of securities or otherwise) shall be deemed an assignment of this Agreement. Any assignment without PSE's prior

written consent shall be voidable at PSE's option. No such assignment, with or without PSE's prior written consent, shall relieve Consultant from its responsibility to perform the Services in accordance with this Agreement. Subject to the foregoing restriction on assignment by Consultant, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the successors, assigns and legal representatives of the Parties.

- 13.3 PSE may engage an independent third party to conduct an information security audit of Consultant's systems from time to time, the costs and expenses of which shall be borne by PSE. If any such audit reveals a material vulnerability in Consultant's systems, PSE shall notify Consultant of such vulnerability and Consultant shall promptly correct each such vulnerability at its sole cost and expense. Consultant shall certify in writing to PSE that it has corrected all such vulnerabilities. If any audit performed under this paragraph reveals a material vulnerability in Consultant's systems, then Consultant shall bear (and if applicable, shall reimburse PSE for) all costs and expenses of such audit.
- **13.4** The failure of PSE to insist upon or enforce strict performance by Consultant of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.
- **13.5** The obligations of Consultant under Sections 6, 7, 8, 11, 12 and 13, and all provisions of this Agreement that may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement, shall survive the completion, termination or cancellation of this Agreement.
- **13.6** The rights and remedies of PSE set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to PSE by any other provision of this Agreement or by law.
- **13.7** This Agreement sets forth the entire agreement of the Parties, and supersedes any and all prior agreements with respect to the Services. No amendment or modification of any provision of this Agreement (other than changes pursuant to Section 10) shall be valid unless set forth in a written amendment to this Agreement signed by both Parties.
- 13.8 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The headings of sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections.
- **13.9** Consultant shall not commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement, other than in the state and federal courts sitting in King County, Washington. Consultant hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue laid in King County, and of the U.S. District Court for the Western Division District of Washington in Seattle, Washington.

- **13.10** This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington without reference to any choice of law principles to the contrary.
- **13.11** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Intending to be legally bound, PSE and Contractor have caused their duly authorized representatives to execute this Services Agreement in the space provided below.

Puget Sound Energy, Inc.	Contractor or Consultant:
Ву:	By:
Printed Name:	
Title:	Title:
Date:	Date:

B. Occupational Safety and Health Administration (OSHA) Recordable Injury Report

In the event of any injury which occurs while performing program activities, <u>selected bidder</u> would be required to complete and submit the following injury report.

Contractor Injury/Illness		
Name of Contractor:		
Date of Incident:		
Where Incident Occurred:		
Severity of Incident: (*Recordable/**Lost Time)		
Short Description of Incident:		

^{*}Recordable Injury: Work-related injury that involved medical treatment beyond first aid, restricted workdays, and/or lost workdays.

^{**}Lost Time: One or more days away from work due to injury (not including day of injury).

C. Sample Statement of Work (SOW) and Budget Document

<u>Successful Bidders</u> are required to work cooperatively with the appropriate program team in advance of contracting to finalize a thorough and detailed Scope of Work and itemized line item budget. Both documents will be based upon RFP response and subsequent discussions. Additionally, you may be required to prepare additional supplemental program documents e.g. program plan. These items will be submitted to PSE Contract Services with the internal request for contract preparation/finalization and be included as attachments to the Agreement for final signature.

STATEMENT OF WORK PSE OUTLINE AGREEMENT No.

This Statement of Work ("Statement of Work" or "SOW"), effective as of the date of the last signature below, is made pursuant to and shall be governed by the Terms and Conditions of the [governing agreement name and Number] dated as of [date], (the "Agreement"), by and between [formal vendor name ("Consultant"/"Contractor"), and Puget Sound Energy, Inc. ("PSE"). This SOW shall be subject to all the Terms and Conditions set forth in the Agreement, except as may be specifically modified hereby with reference to the section of the Agreement modified. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

1 <u>DESCRIPTION OF WORK</u>

1.1 Program Scope

Under this Statement of Work Consultant shall perform the following Services:

a.

b.

PSE will be responsible for the following activities in support of the Program:

a.

b.

The Program schedule (e.g., Deliverable/milestone due dates) and specifications for Services and/or Deliverables shall be as identified herein or as otherwise mutually agreed and documented during the term of the Program.

1.2 Success Criteria

The success of the Program will be determined based upon the following criteria (e.g., completion by a particular date, interoperability with specific systems, etc.):

a.

b.

1.3 Assumptions

Successful completion of the Program may rely in part on the following:

a.

b.

1.4 Consultant Personnel

All assigned Consultant resources shall be retained throughout the term of the Program (for so long as they remain in Consultant's employ); specific key individuals and/or roles are identified below. NERC-CIP certification is not required for Program resources.

Role	Name (or TBD)	Office #	Mobile #	e-mail

The following describes the qualifications and responsibilities of each role named above:

- •
- ullet

1.5 Program Location

Services will take place at PSE's offices in [city], Washington, or as otherwise agreed between the parties.

Remote access to PSE's systems is not required.

[IT Security Note: If the answer to ANY of the following questions is "Yes", IT Security Contract Language may need to be included in the agreement and IT Security should be engaged in the review:

- 1. Does the proposed service require connectivity to PSE network, remotely or directly?
- 2. Does the proposed vendor view/maintain/host PSE owned data?
- 3. Does the vendor support PSE systems onsite?]

1.6 Program Timeline

- Estimated Program Start
- Estimated Program Completion
- Estimated Program Duration
- **1.7 Data Handling.** In additional to the provisions of the IT Security Addendum attached to the Agreement, the following applies to all Services performed hereunder.
 - c) In order to ensure that PSE maintains the most current data set for its customers and employees, any and all relevant PSE Information provided shall remain:
 - i. the property of PSE;
 - ii. accessible to PSE at all times via secure automated means; and
 - iii. accessible in near real-time as necessary.
 - d) The data format and exchange mechanisms (e.g. Secure File Transfer, API, data extracts) shall comply with PSE Security requirements and best practices guidelines, and will be determined by the capabilities of PSE and the Consultant. At a minimum, data-related designs shall include the following:
 - i. Encryption and/or other relevant protection requirements, including:
 - C. Data at-rest and in-transit for both source and target systems; and
 - D. Requisite infrastructure and/or application requirements and costs.
 - ii. Identification and approval of the applicable PSE data owner.

- iii. A mechanism for express consent to be given or withdrawn for PSE's use in accordance with consumer privacy requirements.
- iv. Any PSE Customer Master Data (e.g. address, phone, email, preferences) sent by PSE shall not be changed or appended without prior written consent of PSE (where email is an acceptable form of writing). Any changed or appended data remains the property of PSE and shall be transmitted back to PSE as specified in Sections 1.7(a)(i) and (ii) and via the mechanisms described in this Section 1.7(b).
- v. Any relevant data types added or changed shall be the property of PSE and shall be transmitted to PSE as specified in Sections 1.7(a)(i) and (ii) via the mechanisms described in this Section 1.7(b).
- vi. For any Consultant hosted solutions, the following requirements apply:
 - C. Every action available to prospective and/or existing PSE customers (e.g. next buttons, final submissions, setting changes, etc.) shall include meta data describing the action taking place and the return code or similar completion status indicator.
 - D. Actions described in requirement (A) must be linked to the PSE customer's SAP Contract Account ID and Business Partner ID wherever possible.

2. DELIVERABLES

2.1 Deliverables

In addition to the Services specified in Section 2.1, Consultant shall provide the following Deliverables:

a.

b.

2.2 Deliverable Acceptance Process

PSE will review and approve Program Deliverables. The Deliverable acceptance process will be as follows:

- When complete, Consultant shall submit final Deliverables and a copy of the "Deliverable
 Acceptance Form" (attached hereto as Exhibit A) to the PSE designee(s), who will conduct a
 review to determine the Deliverables' conformance with the Program specifications. Upon
 completion of this review the PSE designee(s) will complete the Deliverable Acceptance Form
 indicating acceptance or rejection by PSE, and return it to Consultant.
- If a Deliverable is neither accepted nor rejected within ten (10) business days, the Deliverable will be deemed to have been accepted by PSE without change or comment. PSE may also request an extension to the acceptance period, which will not be unreasonably withheld by Consultant unless it affects the Program schedule.
- If PSE rejects a Deliverable, PSE will provide Consultant with a written description of the reason for rejection on the Deliverable Acceptance Form. If the identified Deliverable discrepancies are mutually agreed to be within the Program specifications, Consultant shall rework the Deliverable at its sole cost as necessary to achieve its conformance with the specifications. If the discrepancies are mutually agreed to be outside the specifications, PSE shall either accept the Deliverable as-is or request a change order. If the parties cannot come to an agreement regarding the discrepancies, the issue shall be elevated to respective management teams to discuss the Deliverable and Program specifications in detail.

DELIVERABLE ACCEPTANCE FORM

By submission of this Deliverable Acceptance Form, Consultant:

- requests PSE's review of the below described Deliverables, which Consultant represents are complete, on time, and on budget in accordance with the Statement of Work (if Deliverables are not on time and on budget, details are provided in the "Remarks" section below, or in Consultant Program Manager's meeting notes attached hereto);
- requests the right to invoice for any associated payment(s), if applicable; and
- certifies that any subcontractors associated with these Deliverables have been paid or will be paid in accordance with the agreement between such subcontractor and Consultant.

Name of Deliverable	Version	Accept/Reject
Consultant Remarks:		
PSE Reviewer's Comments:		

Acceptance

By signing this Deliverable Acceptance Form, you are authorizing [Consultant] ("Consultant") to proceed with invoicing for the work accepted in this document for the work performed on SOW [Contract Number]. This Deliverable Acceptance Form is issued and executed pursuant to the terms and conditions of the Statement of Work under which these Deliverables were created and the corresponding Agreement, by and between Puget Sound Energy, Inc. and [Consultant].

	Date:		Date:
Name, Title	1	Name, Title	
[Consultant]		Puget Sound Energy, Inc.	

3. PRICING

3.1 Program Pricing Table [CHOOSE ONE:]

Time & Materials Table

Resource Type	Duration (Weeks/Hours)	Resource Cost/Hour	Extended
		Total	
	Estimated Expenses		
	Grand Total (Not to Exceed)		

Time & Materials fees to be invoiced monthly at the conclusion of each month.

Fixed Fee Table

Deliverable	Fixed Fee
Total	
Estimated Expenses	
Grand Total (Fixed Fee)	

Fixed fees to be invoiced upon PSE's written acceptance of the applicable Deliverable, as specified in Section 2.

3.2 Payment Terms

Payment terms shall be as specified in the Agreement. Consultant shall reference this SOW number on all invoices and correspondence related to this SOW. PSE reserves the right to reject any invoice submitted greater than 90 days after the completion of the applicable Services or acceptance of the applicable Deliverable.

3.3 Expenses

[CHOOSE ONE:]

No Consultant expenses are authorized under this SOW.

Reasonable pre-approved travel expenses in support of the Program may be invoiced monthly, with no-markup and submitted with receipt documentation.

4. **PROGRAM GOVERNANCE**

4.1 Program Change Management Procedure

In the event a change is identified that affects the scope, timeline, or cost of the Program, Consultant shall determine, at its expense, any schedule and cost adjustments and submit a change request to the PSE Program Contact for review. Approved changes will be executed by both parties as a change order to this Statement of Work, and will be updated in the Program Plan. Change requests will be logged, tracked, and reported in status reports and at meetings.

4.2 Criteria for Change

The following identifies the criteria for change:

- If the requirements for the Deliverables exceed those stated herein, Consultant will issue a change request for the change in terms of costs, scope, and schedule, as applicable.
- A deviation of any item listed in the "Assumptions" section above may be the basis for a change request.

4.3 Program Communication; Engagement; Documentation

Consultant shall provide prompt notice of any risk or issue that has the potential to jeopardize the Program's success, and shall participate as appropriate and requested in actions to mitigate the risk.

Consultant shall perform cooperatively with any and all PSE resources or third parties with respect to the Program.

Consultant will track status of all Program documentation including the Deliverable approval process and status.

5. **CONTACT INFORMATION**

PSE Program Contract:	Consultant Program Contact:
Name:	Name:
Role:	Role:
Office:	Office:
Mobile Phone:	Mobile Phone:
Email:	Email:

6. <u>AUTHORIZATION</u>

Intending to be legally bound, PSE and Consultant have caused their duly authorized representatives to execute this Statement of Work in the space provided below.

PSE/Accepted and Agreed: Puget Sound Energy	Consultant/Accepted and Agreed:
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

D. Insurance Requirements

PSE requires insurance of all vendors doing business with our company. <u>Successful Bidders</u> shall disclose any or all exceptions to PSE's insurance requirements.

See attached form for a list of insurance requirements that will be required from successful bidder.



E. Mutual Non-Disclosure Agreement (MNDA)

<u>Successful Bidders</u> must sign the Confidentiality Agreement and provide two signed originals to PSE. PSE will countersign the MCA and return one fully executed agreement to the respondent. Please find attached a copy of the current agreement.



F. Co-Branding with PSE

Policy Statement:

It is PSE's business policy to maintain a standardized customer-facing presentation/image while directly engaging with our residential, business and retail customers. PSE requires that all vendors under contract with PSE and working in customer-facing roles also maintain appropriate standardization.

All materials developed—for external or internal use—must follow PSE's brand standards. The use of vendor-managed creative teams (including, but not limited to, designers, videographers, photographers and developers) must be pre-approved by PSE's Brand and Marketing teams, via the program's designated Marketing Manager. Vendors approved to produce materials on PSE's behalf will receive a copy of PSE's brand guidelines and assets and must attend a one-hour brand training. All work must be reviewed and approved by PSE's Brand and Marketing teams prior to production.

Each PSE energy efficiency program is unique and co-branding activities will be based specifically on how each vendor interacts with PSE customers. Some areas for co-branding include:

• Vendor Identification:

Vendors will be provided PSE contractor badges. When interacting with PSE customers, these badges must be prominently displayed at all times.

Business Cards:

Contractor business cards must meet PSE contractor corporate standards.

• Clothing:

PSE logo shall be prominently displayed on clothing worn at PSE customer sites.

Vehicles:

Vehicles driven by vendors to PSE customer sites must have PSE logo prominently displayed along with the vendor's logo or company name

• Stationery:

All written communication to PSE customers shall have PSE logos or other identifiers

Customer Displays/Events:

Customer displays, event materials and marketing collateral shall have PSE logos and other PSE identifiers located on all material (table top displays, canopies, trade show displays, handouts, etc.)

G. Program Participation Data Reporting Requirements

Introduction

The timeliness, accuracy and reliability of data generated by PSE's energy efficiency programs are critical to each program's success. For each efficiency measure that PSE helps deliver to its customers, PSE claims energy savings that help PSE to reach its energy savings targets that are set with each year with the WUTC. The data behind PSE energy efficiency programs becomes the foundation of PSE's savings claims and is subject to audit on an annual basis. PSE has developed a set of guidelines to help ensure that this data meets these needs.

At the point of contract PSE and Vendor will develop a reporting addendum which shall specify the following terms and conditions:

Reporting Deadline

PSE must receive Measure data no later than the **second business day each month**. Measure data will be uploaded by PSE into the PSE energy efficiency system, Nexant's iEnergy platform Demand Side Management Central (DSMC). Once received PSE program staff will review the data for completeness and alignment with submitted invoices. Vendors may be required to resubmit data in the event that it is incomplete or does not align with submitted invoices.

Reporting Content (Data File)

Data Format

Each data set (fields that will be determined by PSE) shall be contained in a specified file. A 'data set' is defined as all (or specified number of) records delivered or reflective of a specified frequency (e.g. date range). Each file shall be delivered in one of the following file types: text file (.txt); commaseparated values (.csv); Microsoft Office Excel spreadsheet (.xls); other, to be determined at point of contract.

Delivery Method

Data files shall be uploaded to the PSE DSMC via the provided vendor portal. Unique login access will be granted to the selected firm. The upload process will examine the file to make sure that each record contains the required data fields. If the file contains data records without the required field information, the upload process will generate error messages to the Vendor to correct and re-upload the data.

Data Contents

PSE and Vendor shall develop a list of data fields that will be communicated via PSE DSMc on a monthly basis as part of this reporting requirement. The data field list will specify fields which are required for every record of data and those where null values will be accepted.

In general, this data will indicate the identity of the PSE customer receiving the incentive, the location and date of installation, the product or measure installed and the incentive received by the customer.

Note: A customer receiving multiple measures shall have <u>one record</u> for each type of measure and incentive received. Multiple measures will not be reported within the same record in the dataset. A sample list of data fields for a program is listed below:

Customer

First Name

Last Name

Location (where equipment was installed)

Street Address

City

State

Zip Code

Account

PSE Account # (12 digit)

Measure

Measure ID

Measure Name

Measure Quantity

Measure Cost

Installation

Installation Date

Contractor Name

Incentive

Incentive amount

Incentive payment date

In addition to these general data fields, each program will provide a specific list of data fields that vendors will be required to collect and provide to PSE as part of its Monthly Program Participation Reporting requirement.

Point of Contact

Vendor shall provide a point of contact who shall act as a resource for PSE specific to reporting requirements and specifications (Name, Phone Number, Email Address). This contact should be well versed with the data and its delivery and should be available to respond issues and questions should they arise.

Data Quality

Program Participation data is subject to audit by PSE and its internal and external stakeholders. Program participation data collected by the Vendor and reported to PSE should be complete to the extent that data is provided in each field where data is required. Vendor is responsible that the data reported to PSE is as accurate as possible and delivered in a timely manner each month.

H. Customer Interaction Requirements

Current Standard PSE Contractor Language:

Customer Services

Contractor will at all times maintain a high level of Customer service and satisfaction during the term of this Agreement. Without limiting the generality of the foregoing, Contractor:

- (i) will respond to Customers within one (1) working day of an initial request and will keep appointments or contact Customers not less than 24 hours in advance of an appointment to reschedule;
- (ii) will provide all estimates to Customers free of cost; provide however, that if due to special circumstances Contractor will charge a site visit, proposal or other fee, such cost must be fully disclosed to Customers upon scheduling the initial visit with Customer;
- (iii) will clean up the work area to the same or better conditions after any installation or service, and will follow all state and local requirements to ensure proper recycling and/or disposal of debris or waste materials;
- (iv) will provide same day customer contact to respond to Customers relating to (as applicable)
- (i) the quality of any equipment sold, (ii) the quality of the installation service, (iii) the Customer's satisfaction with the services or with the equipment provided or (iv) scheduling repairs to the equipment installed by Contractor that does not comply with the warranty set forth in Section
- 1(f). With respect to such repairs, Contractor will use its best efforts to perform all repair work at the earliest opportunity during its normal work schedule (but in any event, no later than ten (10) calendar days after contacted by Customer) and at no additional charge to the Customer; provided, however, that if a repair is necessary to provide Customer with hot water, heat, or if Customer's health or safety is impaired, Contractor will perform the repair within 24 hours.
- (v) will immediately take all necessary safety precautions and appropriate actions to remedy any unsafe condition related to the equipment or worksite;
- (vi) will not mislead Customers or engage in any unfair or deceptive trade practice.

Additions for Team Consideration:

Marketing Development and Implementation Plan

Contractor will provide outbound call assistance to PSE to acquire eligible customers and promote general program awareness. A mutually agreed upon scope will be developed

PSE Program Marketing

Contractor will provide PSE customers marketing brochures about other PSE programs that will give participating customers information about other services that PSE offers including scheduling instructions. Actual scheduling and sales will be handled by PSE and registered Contractors for those other programs. PSE will provide Contractor with marketing brochures to hand out to PSE customers.

1. Potential paperless e-billing

Call Center

Contractor has an established customer call center that will be responsible for participant scheduling and confirmation of service, instructing customers on preparing their home for service appointment, program questions and the timely resolution of customer service issues. PSE will develop an approved script with contractor.

Call Answering

Contractor will provide a toll-free number dedicated to customer information and enrollment. Calls for service will are directed into Contractor's call center and go into a queue to be taken by the next available representative. A recording will play after regular business hours informing customers to leave a message for a return call during business hours.

Metrics

Contractor will answer all calls coming into the call center at a minimum rate of 80% within 30 seconds. The call abandonment rate should be 5% or less. These metrics will be required for both English and Spanish calls.

Hours

Contractor's call center will operate between the hours of 5:00 a.m. – 8:00 p.m. Monday through Friday and 7:00 a.m. – 6:00 p.m. Saturday Pacific Time. After-hours callers are directed to a voice mail system to leave a message for next business day follow-up. These hours are subject to change upon mutual agreement by Contractor and PSE. Unanswered calls are directed to a voicemail box for next business day follow-up.

Automation Capabilities

Contractor will maintain full automation capabilities for scheduling callers, hold messaging, multi-caller routing, voice mail, and call reports with statistics. Each workstation will be equipped with a computer allowing access to the customer database.

Call Monitoring

Contractor will allow PSE to monitor calls to ensure Contractor is adhering to corporate standards. These calls may be listened to live (live calls can be listened to only at the call center location). Contractor will also silently monitor calls on a regular basis and address any performance issues.

Correspondence

Contractor will handle customer correspondence related to the program whether it is email or hard copy, with prior consent and approval from PSE.

Emergency Plan

Contractor will maintain a backup plan for the call center and direct toll-free numbers and will redirect calls according to the plan during emergency situations.

Confirmation Call

Contractor will provide customers a confirmation phone call and reminder of their appointment.

Resolving Conflicts

Contractor customer service employees will be empowered to resolve customer conflicts, thus keeping customer dissatisfaction to a minimum (and minimizing call transfers).

Training

All Contractor customer service representatives will be trained on the program, including an overview of the program, an in-depth understanding of answers to commonly asked questions, and a marketing calendar that will be updated as needed.

Responsibilities

Contractor's call center agents are responsible for providing customers with accurate program information, verifying customer eligibility, scheduling appointments, completing outbound calls to gather or relay information, and performing all duties in a courteous, accurate and timely manner.

Meetings

PSE will communicate and collaborate on a regular basis to review program performance and address day-to-day challenges. Contractor will hold weekly meetings with PSE to ensure all issues are identified

and resolved quickly and effectively. In this meeting; performance, marketing, compliments, complaints, and progress to goal will be discussed, in addition to other topics as needed.

Website:

Contractor operates a website – http://www.xyzcontractor.net/. Note that customers can choose to utilize the website in either English or Spanish. Contractor will provide PSE ability to review and perform customization of the web enrollment pages established for PSE.

Any digital communications involving email or a website will need to conform to PSE brand and digital standards. Vendor online implementation proposal should provide for integration with PSE's web platform, as follows.

Customers should experience online engagement with PSE seamlessly from their device of choice. Account information, supporting content, task status, and the way interactions look and feel should be consistent as the customer moves between transactions, devices or channels.

Secure transactions should be managed with a single sign-on (SSO) through PSE's myPSE Account login. Customer navigation between PSE.com and the vendor platform should provide a seamless user experience.

Vendor should answer the following questions:

- 1. Does vendor provide a hosted platform, API, or other implementation? What are the options?
- 2. Does the product support content management and administration by PSE business owners?
 - a. What is the process for making changes to the product regarding messaging, customer experience, etc.?
- 3. What customer communication options does this product provide or support: on-screen confirmation messaging; email message; SMS?
- 4. What customer data is stored; where and how? Is it accessible to PSE?
- 5. How will the solution integrate with PSE's Customer Information System (CIS)?
- 6. What technical customer support is provided? Is there a separate call center?
- 7. What is the upgrade path for the product? How may PSE participate in upgrade designs?

Field Performance:

All field personnel will carry cell phones, and will be dressed to convey a professional image that is branded as required by PSE's Co-Branding Requirements (Exhibit F, Section F).

Customers will be called by Contractor call center staff members either 1 or 2 days ahead to confirm appointments.

Customers will be called by crew members approximately 30 minutes ahead of the crew's expected arrival time as a "final" reminder (and/or if traffic/weather conditions will affect arrival times relative to the appointment time window). Note: the crew will go to the pickup site even if there is no answer to this particular reminder call, since it is Contractor's experience that many customers 1) arrive just ahead of crews and/or 2) have caller ID telephone functions, and do not pick up calls from phone numbers that are not recognized.

At the customer site, the crew member(s) initially will display badge identification to the customer. Note: if damage occurs, the damage is noted, the crew person calls a supervisor in front of the customer, and the supervisor speaks directly to the customer; the issue is then resolved within 48 hours.

If the customer is not home, a door tag will be left with the driver's name, mobile phone number, and the 800 number so the customer can reschedule. If the customer calls the driver and the truck is still in the area, the truck will return the same day to complete the appointment.

Customer is always thanked for being a PSE customer and a PSE leave behind kit is left as a final thank you.

Exhibit G. IT Security Questionnaire

Security Questionnaire Responses:

Do you have a SOC2 Type II audit report?	
Do you have a method of tokenizing/anonymizing customer data to eliminate storing identifying information?	
Do you require a credit card on file for a customer to register with your service?	
4. Does your solution support encryption in transit for both browser<->server traffic and charger<->server traffic (TLS1.2/1.3 or SSH or VPN/IPSEC tunnel)?	
5. Does your solution support encryption at rest (AES256 or better)?	
Does your solution support SSO for enterprise management users?	