MCE RFQ (Request for Qualifications) 2026-06
for Distributed Energy Resource (DER) Developers for MCE VPP Program
Friday, September 11, 2026

MCE is seeking proposals from experienced developers capable of planning, developing, installing, and supporting the long-term operation of customer-sited DERs and load-modification technologies. These assets will be integrated into MCE's Virtual Power Plant (VPP) and orchestrated using MCE's Enterprise Distributed Energy Resource Management System (eDERMS) as part of a program funded by the California Energy Commission (CEC) that enables flexible load participation during MCE-dispatched load events.

Developers will design, install, operate, and are able to own DER projects that enable participation in the VPP. In addition to developing new projects, developers are invited to assist in presenting projects that are under development or have already been developed in MCE's service territory, including projects to add storage to MCE's select local renewable energy projects. Target respondents include entities with demonstrated experience delivering customized facility improvements across commercial, industrial, agricultural, public sector, and/or residential market segments. Respondents should have a strong track record of deploying DER solutions that integrate load flexibility, on-site generation, energy storage, electrification, and/or advanced controls. Respondents should also be willing to use equipment or communication systems that are able to receive and respond to the open communication protocol OpenADR. Additionally, respondents should have experience navigating interconnection pathways, such as Rule 21 interconnection processes, and be familiar with Pacific Gas & Electric Co.'s interconnection queue, grid capacity maps, coordination with the authority having jurisdiction (AHJ), and/or other permitting and approval processes.

This solicitation will be used to create a list of qualified developers able to deploy, install, and enroll projects in the VPP. MCE intends to select multiple recipients to support development of an array of project types across a range of market segments. Selected developers will receive:

- **Pay-for-Performance Compensation Over Long-Term Contracts:** The selected developers will receive pay-for-performance (P4P) compensation for the contributions their assets make to the VPP. Payments are tied to measured load flexibility and value generated through wholesale market participation, which is validated through a third-party measurement and verification (M&V) process.

- **Technology- and Vendor-Agnostic Program Design:** The VPP supports a diverse portfolio of DERs including energy storage, controls, EV charging, electrification, and load modification devices. MCE's in-house eDERMS uses OpenADR to ensure the VPP remains open to all qualified developers.
- **Customer Acquisition and Reduced Development Friction:** The selected developers will be added to a list of qualified respondents and offered as possible partners to MCE customers, including hard-to-reach customers who otherwise might face capital, credit, or complexity constraints. Developers will have access to MCE's customer engagement, marketing, and outreach support, which includes data-driven lead generation.
- **MCE-Supported eDERMS Integration and OpenADR Certification:** MCE will support equipment integration coding for some selected developers. To allow developers to receive open standard control signals from the eDERMS, MCE will assist some selected developers in gaining OpenADR certification, which is expected to allow the developers to grow their market share and technical sophistication. Select respondents will be prioritized for integration support based on technical readiness, bandwidth, and at the discretion of MCE.
- **Grant Funding for Select High-Value Projects:** MCE plans to support select facility improvements through the strategic use of secured CEC grant funding. Developers with high-value project proposals may gain access to these funds to improve project economics, address market barriers, or enable participation by customer segments that may otherwise face financial constraints.

I. ABOUT MCE

MCE's mission is to confront the climate crisis by eliminating fossil fuel greenhouse gas emissions, producing renewable energy, and creating equitable community benefits.

MCE is a not-for-profit public agency and the preferred electricity provider for more than 600,000 customer accounts and 1.5 million residents and businesses across Contra Costa, Marin, Napa, and Solano counties. Setting the standard for clean energy in California since 2010, MCE leads with 100% renewable power at stable rates, delivering a 1200 MW peak load and significantly reducing greenhouse emissions and reinvesting millions in local programs.

MCE's vision is to lead California to an equitable, clean, affordable, and reliable energy economy by serving as a model for community-based renewable energy, energy efficiency, and cutting-edge clean-tech products and programs.

II. PROGRAM BACKGROUND

MCE's VPP is an aggregation of DERs—including energy storage, building energy management systems, smart thermostats, EV chargers, lighting controls, heat pump water heaters, and other load-shifting equipment or technologies—that are synchronized to respond to dispatch signals sent by MCE. This MCE VPP program ("Program") builds on past pilot efforts in Richmond, California, and expands the offering to commercial, industrial, agricultural, public agency, and low-income residential customers throughout MCE's entire service area of Marin, Contra Costa, Solano, and Napa Counties.

As part of the VPP, DERs in residential and non-residential facilities will be integrated into a unified, managed system that leverages MCE's eDERMS to send and coordinate load-modification and VPP events. The eDERMS will shift participating loads, collect data, and optimize energy use to aggregate flexible capacity into wholesale energy markets, including California Independent Systems Operator (CAISO) markets. The Program seeks to:

- Enable customized, facility-specific energy improvements that deliver measurable load flexibility.
- Expand access to DER investments for customers who may otherwise face capital, credit, or complexity constraints.
- Support rapid scaling of dispatchable load and flexible capacity to meet MCE's operational, market participation, and decarbonization objectives.
- Leverage MCE's *VPP Tariff* (see Appendix A) and long-term value-sharing structure to improve project performance and economics.
- Where feasible and appropriate, enable integrated deployment of DERs and Energy Efficiency Measures (EEMs) that provide enhanced customer, community, and grid value.
- Foster development of streamlined deployment solutions that provide a single point of contact for customers and a user-friendly, integrated interface for customer engagement, solution design, finance, installation, and operations and maintenance.

To advance these objectives and support respondents in developing proposals, MCE has developed a high-level market assessment that provides an overview of MCE accounts by load and market segment. This market assessment, or *Customer Data Analysis*, can be found in Appendix B. Respondents are encouraged to review this report as they build their proposals.

MCE's long-term vision is for the Program to evolve into a self-sustaining, market-integrated system that operates independently of ongoing government subsidies and shares value with participating customers and VPP partners, including selected original equipment manufacturers, developers, aggregators, financiers and a measurement and verification (M&V) provider. Participating customers gain access to MCE's unique value-sharing VPP Tariff, which offers monthly bill credits to customers and is integrated in the long-term VPP Agreement (draft form found in Appendix C). Developers will be compensated through P4P contracts designed to share value generated by the deployment and dispatch of DERs. This value-sharing framework is elaborated below.

III. PARTICIPATION BENEFITS

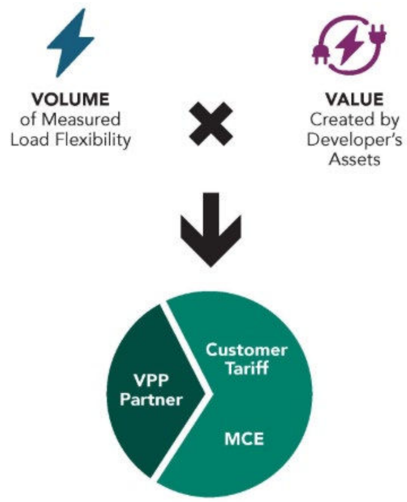
Selected developers will gain access to a range of Program participation benefits. The developers will be compensated through MCE's P4P value-sharing framework, which will reward developers for the value their assets bring to the VPP. In the first Program year, participating developers will receive 20% of the net value generated by the assets they enroll in the VPP. Developers can also increase their market share and secure long-term customers through customer identification, lead development, and potential grant support. Because MCE uses OpenADR, participating developers will also gain access to a technology- and vendor-agnostic market and be supported in attaining certifications that can help developers grow their market share and technical sophistication.

P4P Compensation The selected developers will receive P4P compensation for measured and verified load modifications delivered to MCE's VPP, which allows developers to gain fair compensation for the value they bring to the Program. A developer's compensation will be calculated through a transparent value-sharing formula and validated by a third-party M&V provider. In MCE's value-sharing framework, value is calculated as the product of the total capacity of load modification delivered by the developer's assets and the value created through those assets, including both revenues and avoided costs. Value is distributed among the participating customer, MCE, and the developer, and the developer receives 20% of the net value associated with their assets. A general schema of this value-sharing formula is provided in *Figure 1*. Division of liability is described further in this section.

Selected developers will be offered initial contract terms with the option to renew for additional years. During the contract term, developers will be able to offer VPP FLEX program enrollment to their customers. For each enrolled project, developers will be able to earn P4P compensation for 5-year terms for residential-aligned deployments and 7-year terms for commercial and industrial-aligned deployments.

Throughout each Program year, the contracted developers will be compensated for their services on a P4P basis, and will receive monthly estimated payments as well as an annual true-up payment. The monthly estimated payments will be based on a proxy dollar amount per kWh offered and the forecasted volume of load modification attributable to the developer's enrolled assets.

Figure 1: Value Sharing Approach



During the first Program year, the estimated payment is discounted to 33% to account for uncertainty regarding dispatch frequency, actual performance, and market conditions. In subsequent years, real observed data will be used to inform and calibrate estimated payments; to reflect greater certainty in asset performance, these payments will be based on 50% of forecasted load modification. At the end of each Program year, a true-up payment will be disbursed to the developer that accounts for the difference between the total payment amount owed to the developer, as validated through a third-party M&V process, and the estimated payments received by the developer over the course of the year. Any resulting payment or adjustment will be handled as specified in the developer agreement. *To reduce early-stage risk, there will be no performance penalty if actual performance or value is lower than expected during the first program year. Treatment of estimated payments exceeding earned compensation will be specified in the developer agreement. This performance protection does not waive correction or recovery of erroneous, unsupported, or otherwise unallowable payments.*

During the first Program year, payments to developers and participating customers will be based on simple arithmetic. As confidence in the market performance of the VPP grows, MCE plans to introduce distinct tiers with "higher-risk, higher-reward" terms for VPP Partners and dynamic, market-based tariffs for customers. MCE anticipates that, going forward, VPP Partners and customers with high-value projects will choose to be compensated through these higher differential tiers. To ensure that developers can take advantage of these new offers, developers will have the option to remain in their starting tier or migrate to new tiers as they become available. In this way, MCE's value-sharing framework is designed to minimize risk in early Program years and afford developers expanded opportunities through higher differential terms as the VPP becomes more established.

M&V processes play a significant role in allocating value and are necessary to conduct the baseline and counterfactual analyses needed to accurately and equitably settle load events with VPP stakeholders. MCE is establishing a separate M&V plan for the Program and will work with a selected M&V provider to create an objective and transparent value-sharing process.

P4P compensation and any installation grant funding are subject to their respective eligibility and payment requirements. The applicable agreement will identify the payment terms and funding sources, consistent with applicable MCE program and CEC grant requirements.

Customer Identification, Lead Development, and Grant Funds

The selected respondents will receive customer acquisition support, including customer identification and lead development. In addition to being placed on MCE's list of pre-qualified vendors, MCE will support developers through specific identification and lead development, which may include updating existing MCE renewable energy projects. Leveraging MCE's existing data systems, customer engagement platforms, and detailed understanding of customer load profiles, MCE may identify, screen, and prequalify customers that demonstrate strong technical and economic potential for facility upgrades and participation in the Program. This process may involve analysis of historical load patterns, rate structures, geographic considerations, customer segment characteristics, and alignment with MCE's VPP operational needs.

Developers will be supported in accessing hard-to-reach customers who otherwise might face capital, credit, or complexity constraints. By offering these customers favorable VPP participation terms through the VPP Agreement and standard pathways for enrollment and participation, MCE is building a broad customer base for developers seeking to expand their market share among residential and commercial customer segments.

In addition to participating in MCE-led identification efforts, respondents are encouraged and expected to bring forward their own site hosts and facility operators that are independently identified through respondent-led origination, marketing, or existing customer relationships. MCE views respondent-sourced projects, including projects already under development or completed, as complementary and welcomes proposals that expand participation beyond MCE-initiated customer outreach.

MCE has the ability, at its discretion, to support select facility improvements through the strategic use of secured CEC grant funding. Grant contributions may be applied to eligible projects to improve project economics, address market barriers, or enable participation by customer segments that may otherwise face financial constraints. Availability, eligibility, and award amounts will be determined by MCE based on a case-by-case basis and are subject to applicable grant requirements, funding availability, and approvals. Projects proposed under the CEC grant agreement must meet its applicable site, technology, permitting, and CEQA exemption requirements. Inclusion on the qualified developer list or enrollment in the VPP does not establish eligibility for grant funding or reimbursement of previously incurred costs.

This combined approach—integrating MCE-led customer identification, respondent-led project origination, and potential grant support—is intended to enhance the quantity and quality of project development, reduce customer acquisition costs, and accelerate scaled deployment of DERs aligned with Program objectives.

OpenADR Standardization and Facilitation

MCE is committed to ensuring that the VPP remains accessible to a range of vendors and technologies. To that end, MCE has embraced the open standard communication protocol OpenADR to integrate assets into the VPP. OpenADR is a mature, open-source, well-supported communication protocol that has been embraced by the industry and allows a wide variety of market actors of various sizes, capacities, and specialties to participate in creating a robust and viable VPP. OpenADR not only eases barriers to interoperability but also reduces integration costs associated with proprietary protocols.

As part of the OpenADR integration process, MCE will provide the selected developers with a defined, repeatable integration pathway described in the *MCE DERMS OPEN ADR DERMS Integration Guide* (found in Appendix D) that establishes consistent technical requirements, testing procedures, and documentation standards. This standardized process is intended to minimize custom development effort for developers while ensuring consistent performance, reliability, and observability across all integrated resources. An outline of integration steps is provided in Table 1.

Table 1: OpenADR Integration Process

1. Device & Software Setup	2. Security & Connection Establishment	3. Registration & Resource Configuration	4. Capability & Telemetry Validation	5. Event & Dispatch Testing	6. Production Approval
DER, gateway, or OEM platform installed and operational. Virtual End Node (VEN)	Security credentials installed. VEN establishes secure	VEN registers with the VTN. VTN validates the VEN and creates the resource record.	VEN advertises telemetry and control capabilities. VTN confirms required	Test events are issued. VEN acknowledges events and demonstrates successful	Resource is approved for participation in the VPP and production events.

software configured.	connection to the Virtual Top Node (VTN).	DERs, sites, and customer assets are mapped to the VEN.	reports and validates telemetry.	device response.	

To reduce barriers to participation and accelerate integration timelines, MCE will support selected developers as they gain OpenADR 3.0 certification. As other utilities and load serving entities adopt OpenADR, OpenADR certification will allow developers to grow their market share and technical sophistication. MCE will support OpenADR 3.0 certification through staff time and internal resources for technical coordination, system configuration, integration, and testing. This support does not include direct payments to developers or reimbursement of their certification or development costs unless separately authorized in writing. MCE's support may include:

- Configuration and management of OpenADR interfaces within MCE's eDERMS
- Development and maintenance of standardized integration documentation
- Definitions of eDERMS signals
- Coordination of technical onboarding, testing schedules, and issue resolution
- Operation and administration of OpenADR testing and validation environments
- Internal engineering, project management, and quality assurance resources required to support integration

If available OpenADR 3.0 certification funding or technical support resources are insufficient to support all qualified respondents, MCE will provide staff time or technical support resources based on technical readiness, bandwidth, and the discretion of MCE. Selection as a qualified vendor does not guarantee receipt of certification or integration support.

Availability and application of this support will be communicated to selected respondents and may be tied to completion of defined technical milestones, including successful OpenADR testing and validation, to ensure that utility resources are deployed efficiently and in alignment with Program objectives. Pending internal capacities, developers may still be required to complete their own engineering or internal development.

IV. SCOPE OF SERVICES

Selected developers will support MCE's VPP Program objectives by offering project development services to customers seeking to participate in the VPP through customized facility upgrades. Developers are expected to:

- Support customers through assessment, procurement, installation, and commissioning of facility upgrades that result in subsequent VPP enrollment by performing the following tasks:
    - Supporting customer acquisition and, where applicable, enrollment of projects currently under development or which have been completed
    - Conducting site assessments and feasibility reporting to identify deployment opportunities
    - Creating integrated DER solutions capable of responding to MCE dispatch signals
    - Designing approaches that reduce financial and technical barriers to participation and maximize aggregate flexible capacity
    - Aligning project economics with MCE's value-sharing and P4P frameworks
    - Creating proposals and pro formas that outline financial performance
    - Managing construction and installation permitting processes
    - Coordinating with Pacific Gas & Electric Co. for interconnection and approval, including final commissioning and Permission to Operate (PTO) where applicable
    - Supporting customer enrollment into MCE's VPP Tariff and VPP Agreement
    - Providing ongoing asset management programs (AMPS), maintenance and operations, and performance guarantees for system upgrades/installations
    - Managing customer communications, dispute resolution, and Program representation
- Provide DERs capable of responding to MCE dispatch instructions by:
    - Ensuring that enrolled resources satisfy availability and performance thresholds
    - Providing required telemetry and operational data
    - Reporting performance data (e.g., Settlement Quality Meter Data and telemetry data) to MCE's M&V provider
- Provide load modification dispatch rights to the Program by:
    - Providing performance data and coordinating with MCE eDERMS and eDERMS operator
    - Aligning developed projects with the Program, including customer enrollment in the VPP Tariff and customer-facing VPP Agreement
    - Supporting education of site hosts on the Program

NOTE: By responding to this RFQ, respondents are agreeing to adhere to all MCE requirements provided herein, including appendices and attachments.

V. RESPONDENT QUALIFICATIONS

Minimum Qualifications

A full list of qualifications can be found in the attached *Developer Qualification Requirements* (see Appendix E). Key minimum qualifications include:

- Organizational History: Minimum 3 years of operation in DER project development or energy efficiency/electrification project delivery
- Relevant Project Development Experience: Minimum 3 completed projects in California, including customer-facing project delivery
- Technical Capability and Solution Integration: Demonstrated ability to deliver integrated solutions; familiarity with dispatchable load/VPP participation
- Alignment with MCE's VPP Tariff: Willingness to structure projects that can accommodate dispatch rights over a 5- to 7-year term, support customer enrollment in MCE's VPP Tariff and VPP Agreement, and coordinate with MCE and the M&V provider to support performance validation
- Agreement to P4P Compensation: Willingness to receive performance-based compensation and to coordinate with MCE and the M&V provider to support performance validation
- Customer Engagement and Project Execution: Willingness to manage full customer engagement and project execution lifecycle
- Labor Compliance and Regulatory Readiness: Knowledge of Department of Industrial Relations (DIR) and prevailing wage requirements; ability to manage labor compliance reporting
- Data Sharing, Transparency, and Coordination: Willingness and ability to share project data with stakeholders and support performance validation and reporting
- Insurance: Adequate insurance coverage including Commercial General Liability ($2,000,000 per occurrence, $4,000,000 aggregate for bodily injury and property damage), Motor Vehicle Liability Insurance ($1,000,000), Workers' Compensation and Employer's Liability Insurance (per statute), and Privacy and Cybersecurity Liability ($5,000,000) per occurrence; no unresolved legal or regulatory issues preventing delivery
- Legal Readiness: Willingness to execute required non-disclosure agreement (NDA), Program participation agreements, and customer-facing contracts consistent with Program requirements
- Long-Term Program Participation: Willingness to support projects through installation, commissioning, and early operational period over a 5- to 7-year term

Beyond these minimum requirements, MCE is particularly interested in respondents that have experience with the following approaches:

- Power Purchase Agreements (PPAs), and/or
- Energy-as-a-Service (EaaS) models
- Loan and lease-based financing, including loan-leaseback arrangements
- Equity-based structures, including partnership flips and tax equity investments
- Blended finance solutions incorporating public incentives, private capital, and customer bill credits
- Financing approaches that monetize performance-based revenue streams
- Financing approaches that involve on-bill payment (OBP) or other innovative mechanisms for facilitating "no money down," cash-flow positive, and other longer term repayment arrangements
- Ability to provide service in disadvantaged, low-income, and other underserved market segments and communities, as well as those who have high numbers of existing DERs already deployed within Recipient's service territory that can be easily enrolled in the VPP DERMS

Please note that, at this time, MCE is not interested in being a direct off-taker of PPAs for behind-the-meter systems; instead, MCE is offering its VPP Tariff as an incentive to support project performance by unlocking new savings and revenues streams for participating customers.

Labor Requirements and Prevailing Wage

Selected developers must demonstrate compliance with applicable California prevailing wage and public works requirements. For work subject to MCE's CEC Agreement, the project must be treated as public work unless a timely, legally binding determination from DIR or a court of competent jurisdiction establishes otherwise. For such projects, all selected Engineering, Procurement, and Construction (EPC) contractors and any subcontractors performing covered work must be properly registered and in good standing with the California Department of Industrial Relations (DIR) and must comply with all associated reporting, certification, payroll, apprenticeship, and labor compliance obligations.

The absence of direct MCE or CEC grant funding does not, by itself, establish an exemption from applicable prevailing wage or public-works requirements. Developers must provide documentation requested by MCE to verify compliance and support required grant certifications. Respondents remain responsible for complying with all other applicable federal, state, and local labor laws.

VI. INSTRUCTIONS TO RESPONDENTS

MCE intends to select multiple respondents to support development of an array of project types across a range of market segments, including commercial, industrial, agricultural, public sector, and residential facilities. The evaluation phase will begin upon receipt of applications and continue until MCE has completed selection of qualified developers. Respondents must not have any contact with MCE personnel, nor should they lobby evaluators or any member of the staff or Board of Directors during the evaluation process. Any communications outside of the procedures set forth in this RFQ may result in disqualification of the respondent.

To complete proposals, respondents shall:

- ☐ Review MCE's *Standard Form Terms, Conditions, and Requirements* (see Appendix F) with your legal department. If Respondent requires any deviations from these contract terms, Respondent must attach a redlined contract and/or detail of requested changes with sufficient detail explaining the need for such an edit.
- ☐ Compile the following application materials:
  - ☐ *Respondent Application Form* (see Attachment 1)
  - ☐ Narrative Proposal, *not to exceed 10 pages* (see instructions in Attachment 2)
  - ☐ Additional Attachments, as required:
    - ☐ Income Statement (required)
    - ☐ Balance Sheet (required)
    - ☐ Relevant Project Case Studies and/or Descriptions (optional)
    - ☐ OpenADR Documentation or Certification (optional)
    - ☐ Financing Case Studies and/or Descriptions (optional)
    - ☐ DIR Registration
    - ☐ Certificate of Insurance confirming adequate coverage, or confirmation that adequate coverage will be obtained prior to contract execution
    - ☐ Redlined Standard Form Terms, Conditions, and Requirements and/or Detail of Requested Changes (see Appendix F) (if applicable)
  - ☐ Application Completion Checklist (**Attachment 3**)
- ☐ Submit all application materials via the following Egnyte upload link, in either .pdf or .docx (Word) file format:

  https://mea.egnyte.com/ul/nhxMhByD67

  Egnyte will prompt the following required fields:

  - Name: List company name
  - Email Address: List email address of the contact submitting the response
  - Company Name: Leave blank

- ☐ Submit all responses no later than **4:00 p.m. PDT on Sunday, October 18, 2026.**

Incomplete applications may be disqualified. Any applications received after the deadline will not be considered.

VII. EVALUATION CRITERIA

Evaluation Process

Applications will first be screened to ensure minimum qualifications are met. Applications meeting these requirements will be independently evaluated by a selection committee comprised of MCE staff using the criteria listed below. Scores assigned by individual reviewers will then be totaled to establish a preliminary ranking. The highest-ranked respondents may be invited to provide interviews. Interview results will be incorporated into the final evaluation, and respondents with the highest overall scores will be considered for selection. Selected respondents will be added to MCE's list of qualified developers, enabling them to enroll projects in the VPP program and providing them access to MCE's customer acquisition support and incentives. MCE reserves the right to contract with none or multiple respondents.

Point Allocation by Evaluation Category

Base Point Category	Maximum Points
Narrative Proposal (Proposal Form, Attachment 2)	30
Relevant Project Development Experience (Respondent Application Form, Attachment 1 – Section B)	30
Safety Practices & Record (Respondent Application Form, Attachment 1 – Section C)	15
Prevailing Wage & Workforce Practices (Respondent Application Form, Attachment 1 – Section D)	15
OEM & Aggregator Integrations (Respondent Application Form, Attachment 1 – Section E)	10
POSSIBLE POINTS TO DETERMINE INTERVIEW STATUS	100
Interview Performance, *as applicable*	25
SUBTOTAL	125
Bonus Point Category	Maximum Points
Financing Capability, *optional* (Respondent Application Form, Attachment 1 – Section F)	+5 Bonus Points
OpenADR Experience, *optional* (Respondent Application Form, Attachment 1 – Section G)	+5 Bonus Points
TOTAL POSSIBLE POINTS	135

VIII. KEY DEADLINES

Milestone	Date
Date Issued	Friday, September 11, 2026
Pre-Submission Webinar	Tuesday, September 22, 2026 from 12:00-2:00 p.m. PDT
Deadline for Questions	Friday, September 25, 2026 at 4:00 p.m. PDT
Deadline for Responses	Tuesday, October 6, 2026
Submission Deadline	Sunday, October 18, 2026 at 4:00 p.m. PDT
Anticipated Selection of Recipients	Friday, November 13, 2026

Notice of Interest: No later than the deadline for submitting questions, all parties interested in responding to this RFQ are encouraged, but not required, to notify MCE via email of the intent to submit proposals. This notice creates no obligation to submit proposals but will ensure that interested parties are copied on MCE's responses to questions submitted by potential respondents. Notices must be sent to contracts@mcecleanenergy.org and should include the company's name and email contact information, referencing "MCE 2026-06 RFQ – Notice of Interest" in the subject line.

Pre-Submission Webinar: MCE will be hosting a non-mandatory informational **Pre-Response Webinar from 12:00 to 2:00 p.m. PDT on Tuesday, September 22, 2026**, for all parties interested in learning more about this RFQ. The webinar will be held remotely and will be recorded and posted to MCE's solicitation page. The webinar is open to all interested parties, and registration is required. Please use the following link and follow on-screen instructions to complete the registration: https://cloud.info.mcecleanenergy.org/vpp-pre-bid-webinar . Those who register for the webinar will receive an email confirmation of their registration.

Questions Deadline: Any questions relating to the content of this RFP must be submitted to the Contracts Manager no later than **4:00 p.m. PDT on Friday, September 25, 2026.**

Submission Requirements: All application materials must be submitted via the Egnyte upload link provided in either .pdf or .docx (Word) file format.

Submission Deadline: Subject to the General Terms and Conditions below, MCE is accepting submissions from the date this RFQP is issued until **4:00 p.m. PDT on Sunday, October 18, 2026**.

Selection Date: Subject to the General Terms and Conditions below, MCE anticipates that the respondent selection process will be completed by **4:00 p.m. PDT on Friday, November 13, 2026**

Alternative VPP Participation Pathways

Separate solicitations will be made available for original equipment manufacturers, aggregators, and financiers. Firms are encouraged to apply for multiple roles. In determining which role(s) to apply for, respondents may consult the following table, which summarizes key functions, provides guidance in choosing a partner pathway, communicates the availability of performance-based compensation structures, and forecasts anticipated solicitation release dates for the roles.

Table 2: VPP Partner Pathways

	Key Functions	Pathway Recommendations	Pay-for-Performance	Anticipated Release Date
Original Equipment Manufacturer	Provides new and existing customer-sited equipment for integration into the VPP using OpenADR Equipment is featured in program offerings and on pre-qualified vendor lists	Firms seeking to provide load management services should consider applying through the Developer or Aggregator pathway	—	September 2026
Developer	Designs, installs, and operates customer-sited DERs Collaborates with MCE on customer outreach, engagement, and participation Oversees asset deployment and enrollment Provides active load management services	Firms seeking to provide a portfolio of DERs connected through a single Virtual End Node (VEN) should consider applying through the Aggregator pathway Developers will be invited, though not required, to provide financing for their own projects Firms able to offer financing for projects deployed by other DER implementation partners should also	X	September 2026

		consider applying through the Financier pathway		
Aggregator	Coordinates a portfolio of DERs located throughout MCE's service area through a single Virtual End Node Provides active load management services Enables market-facing participation functions	MCE functions as its own Scheduling Coordinator and Demand Response Provider, and aggregations will be registered to MCE MCE is not seeking Proxy Demand Resource (PDR) formation, registration, scheduling, or settlement services from aggregators	X	April 2027
Financier	Provides financing options for projects deployed by developers, installers, and other DER implementation partners	Firms seeking to provide financing exclusively for their own projects should consider applying through the Developer pathway	—	April 2027

IX. GENERAL TERMS AND CONDITIONS

MCE's Reserved Rights: MCE may, at its sole discretion: withdraw this Request for Proposals at any time, and/or reject any or all offers or proposals submitted without awarding a contract. Respondents are solely responsible for any costs or expenses incurred in connection with the preparation and submittal of an offer or proposal.

Public Records: All documents submitted in response to this Request will become the property of MCE upon submittal, and will be subject to the provisions of the California Public Records Act and any other applicable disclosure laws. Upon submission, all proposals shall be treated as confidential until the selection process is completed. Once a contract is awarded, all proposals shall be deemed public record. MCE is required to comply with the California Public Records Act as it relates to the treatment of any information marked "confidential." **Respondents requesting that portions of its submittal should be exempt from disclosure must clearly identify these**

portions with the word “Confidential” printed on the lower right-hand corner of the page. Each page shall be clearly marked and separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. MCE will consider a respondent's request for an exemption from disclosure; however, if MCE receives a request for documents under the California Public Records Act, MCE will make a decision based upon applicable laws. Respondents should not over-designate material as confidential, and any requests or assertions by a respondent that the entire submittal, or significant portions thereof, are exempt from disclosure will not be honored.

No Guarantee of Contract: MCE makes no guarantee that a vendor submitting documents under this solicitation will result in a contract. The successful vendor, if any, will enter into an agreement for services based on MCE’s *Standard Form Contract*, attached hereto as Appendix F. By submitting a response, you agree to abide by the terms included in this attached Agreement; however, MCE reserves the right to modify the terms based on the scope of work agreed to by MCE and the selected vendor but cannot waive requirements binding on MCE under the CEC Agreement.

Insurance: Selected vendors shall provide proof of insurance coverage meeting or exceeding the following minimum requirements prior to contracting with MCE: Commercial General Liability ($2,000,000 per occurrence, $4,000,000 aggregate for bodily injury and property damage), Motor Vehicle Liability Insurance ($1,000,000), Workers’ Compensation and Employer’s Liability Insurance (per statute), and Privacy and Cybersecurity Liability ($5,000,000) per occurrence.

Genuine Response: By submitting a response to this RFQ, the respondent ensures the submission is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not named therein; the submitting firm has not directly or indirectly induced or solicited any other submitting firm to put in a sham submission, or any other person, firm or corporation to refrain from submitting a submission, and the submitting firm has not in any manner sought by collusion to secure for themselves an advantage over any other submitting firm.

X. QUESTIONS

To promote accuracy and consistency of information provided to all participants, questions will only be accepted via email submitted to the Contracts Manager at contracts@mcecleanenergy.org and the subject line of the email must read "MCE 2026-06 RFQ Question." The deadline for submitting questions is **4:00 p.m. PDT on Friday, September 25, 2026.**

MCE will provide a written response to the questions submitted via email by **4:00 p.m. PDT on Tuesday, October 6, 2026,** to all respondents who submitted questions and/or provided a complete Notice of Interest. MCE reserves the right to combine similar questions, rephrase questions, or decline to answer questions, at its sole discretion.

All questions must be submitted through the above process. No questions will be answered over the telephone or in person. Respondents may not have any contact regarding this procurement with any MCE official or staff from the time of issuance of this solicitation until the award of contract, other than through the process for submitting questions. Any contact in violation of these provisions will be grounds for disqualification.

Thank you for your interest!

APPENDIX A

APPROVED

Date: September 5, 2025

MARIN CLEAN ENERGY

Electric Schedule for Virtual Power Plant Tariff (VPPT)

APPLICABILITY: The Virtual Power Plant Tariff (VPPT) is available to MCE customers that have executed the MCE Virtual Power Plant Agreement (VPPA), and that have installed one or more qualified and fully operational distributed energy resources (DER) using an MCE-authorized Designee, with remote monitoring and dispatchable direct load control capabilities, behind the customer's utility electric meter, as verified by MCE. Customers that participate in MCE's Virtual Power Plant (VPP) Pilot can reduce their annual electricity costs, increase their resiliency, contribute to improving the health of their local grid conditions, support the advancement of cutting-edge innovative energy technology, while also earning valuable monthly bill credits for participation through this tariff.

SERVICE AREA: This schedule is available to MCE customers.

SUBSCRIPTION LIMIT: Subscription to this schedule is limited to 50,000 customers.

ELIGIBILITY: This optional schedule is available to MCE customers that meet the conditions detailed below. To be eligible for the VPPT, a customer must meet and maintain the following requirements:

1. Customers must have an active MCE residential, commercial, or industrial account with service address that is in good standing.

2. The customer account may not be enrolled in utility or third-party demand response programs or other behind-the-meter DER aggregations, including MCE's programs like Peak FLEXmarket. Accounts that are enrolled in a utility or other third-party demand response program or aggregation must disenroll in the third-party program prior to enrolling in the VPP. Enrollment can be determined using a standard form, the Customer Information Service Request (CISR) form.

3. Customers participating in the VPP must comply with the terms and conditions described in their governing VPPA, and have installed a qualified and fully operational DER compatible for monitoring and dispatchability by MCE pursuant to this tariff.

4. Customer DER installations must be compliant with the rules, stipulations, and restrictions of all manufacturer warranties and state and local codes and regulations, including applicable interconnection requirements. By enrolling in the VPP, customers warrant that they have all necessary authorizations and authority to enroll, and have provided any necessary notices to property owners, managers, or other stakeholders.

5. Customers must be enrolled in one of the following rate schedules:
    a. Residential: E-TOU-A, E-TOU-B, E-TOU-C, E-TOU-D, EV2, E-6 and EM-TOU.
    b. Commercial: B-1, B1-ST, B-6, B-10, B-19, B-20, BEV and SB.

   Other rate schedules as determined by MCE will be noted at www.mcecleanenergy.org/rates

6. Customers who change onto an ineligible rate schedule will be removed from the VPPT and monthly bill credits will be discontinued immediately.

7. Customers must have an installed revenue grade meter, such as an AMI Meter (aka- "Smart Meter"), MV-90 Meter, or equivalent load meter capable of providing 15-minute interval data.

8. Customers must provide any information reasonably requested by MCE or its authorized designees that is necessary for MCE to administer this VPPT, such as specifications for pre-existing DER installations.

9. If a participating customer opts-out of MCE service, the customer will be immediately removed from the VPPT on the effective date of the opt out and will be ineligible for further bill credits, including any applicable Program Year True-Up Payment, as defined below.

10. All customers taking service under the VPPT must have their DER located behind the utility electric meter and the enrolled DERs must be fully operational for as long as they remain on the VPPT. If the customer anticipates that the DER will become non-operational for any reason for a period longer than 30-days, the customer must notify MCE at least 30-days prior to the start of the period of non-operation and provide MCE with the expected start and end dates of the non-operation. In such instances, and subject to MCE's verification and approval, MCE may suspend bill credits for up to 90-days. If the DER becomes non-operational for longer than 30-days, and the customer has not received approval for a temporary suspension of the bill credits, the customer may be removed from this VPPT and the bill credits will be discontinued immediately. If a DER unexpectedly becomes unresponsive, the customer may receive a notice via email from MCE or an MCE-authorized designee alerting them to the malfunction. Notified customers will have 30 days from the date of their notice to reconnect the unresponsive DER before MCE may disenroll the customer from the VPP and terminate future bill credits.

11. Participants who have completed a VPPA, agree to allow MCE and its authorized designees, to operate the DER consistent with this tariff and guidelines contained in the VPPA. A participating customer shall allow MCE to operate the DER at MCE's discretion, subject to the following limitations:
    a. MCE may, at its discretion, dispatch the DERs (i.e., charge, discharge, load shift, load shed, load shape, load shimmy, and/or otherwise affect asset behavior), no more than recommended by the applicable DER vendor and/or manufacturer's warranty, except as outlined in the Special Conditions a and b below.

    b. MCE and partners intend to program the DERs to shift customer load to non-peak hours to reduce cost and reliance on fossil fuel, except as described in Special Condition a below.

    c. If connectivity to MCE's VPP is lost (including due to unplanned outages, emergencies, or other instance), DERs will be preprogrammed to go into an autonomous, self-operating mode until the situation is resolved and connectivity is resumed; see Special Conditions a, b, and c below.

16. MCE reserves the right to withhold incentives for any participating customers determined to be violating the terms and conditions of the governing VPPA.

17. Customers may elect to disenroll from the VPP and stop participation in VPPT at any time by contacting MCE at: virtualpowerplant@mcecleanenergy.org. All applicable terms and conditions of the governing VPPA will apply to any withdrawal. Termination of participation in VPPT, and the credits for participation, will be effective at the end of the customer's current billing cycle.

18. All VPP participants may elect to continue service under the VPPT upon expiration of their existing VPPA, through execution of a new VPPA.

Special Conditions for Participants:

a) Public Safety Power Shutoffs. In the event that PG&E calls a pending Public Safety Power Shutoff event (PSPS) in the vicinity of a customer, MCE will attempt to charge the participating energy storage system (ESS) that are expected to be impacted by the outage to full capacity in advance of the PSPS event. If necessary, MCE may charge the ESS to full capacity during any time of day, including "peak" periods, to maximize resiliency benefits for customers. Once the PSPS event has been resolved, and power has been restored, MCE will resume its normal dispatching of all DERs.

b) Unplanned Grid Outages. MCE will instruct the participating DERs to operate independently in the event of an unplanned outage of the electric grid. If the DER is an ESS, it will be charged using on-site generation resources if available, and only discharged to provide power for on-site usage. Once grid power has been restored, MCE will resume its normal dispatching of the DER.

c) Loss of Connectivity. It is the customer's responsibility to ensure continued connectivity of the DERs to the VPP. If MCE loses connectivity to a DER, such as due to interruption of internet or cellular connection, the DER will revert to autonomous control until connectivity is restored.

RATES AND INCENTIVES:

Rate Schedule: All usage billed under this schedule will be in accordance with the customer's otherwise-applicable MCE rate schedule.

Monthly Bill Credits: In addition, customers served under this schedule will receive a performance payment in the form of a monthly bill credit. The monthly bill credit amount will be determined as follows:

Residential MCE VPP Customer

Residential customers are compensated for participation in the MCE VPP based upon the number and type of DER devices enrolled by the customer, detailed below. Equipment specifications (including make, model, etc.) will be detailed in the customer agreement. This Residential Monthly Advanced Payment (RMAP) will be paid monthly, subject to the maximum credit amount listed below, in the form of a bill credit. The monthly bill credit amount will be based on the RMAP Product Menu below.

RMAP Product Menu:

- $2/month per enrolled smart major appliance (limited to eligible washers, dryers, dishwashers, refrigerators, freezers, and smart outlets with $\geq$ 1kW load)
- $5/month per enrolled eligible HAN/Smart Gateway
- $5/month per enrolled eligible smart thermostat (limited to all-electric HVAC systems)
- $5/month per enrolled eligible mini-split air conditioner
- $5/month per enrolled eligible heat pump hot water heater
- $10/month per enrolled eligible Level 2 electric vehicle (EV) charger
- $20/month per enrolled eligible bi-directional (i.e., V2B, V2G, V2X) Level 2 EV charger
- $10/month per enrolled eligible battery energy storage system under 20 kWh
- $20/month per enrolled eligible battery energy storage system equal or over 20 kWh

  The maximum RMAP bill credit for a customer utilizing the California Alternate Rates for Energy (CARE) or Family Electric Rate Assistance (FERA) discounts is $50/month. The maximum RMAP bill credit for all other eligible residential customers (i.e., who are <u>not</u> on a CARE or FERA rate schedule) is $40/month.

<u>Commercial or Industrial MCE VPP Customer</u>

Commercial and Industrial customers are paid a Commercial Monthly Advanced Payment (CMAP) in the form of a bill credit as well as an annual performance payment of $0.11 per kWh of measured load flexibility shift that is delivered to MCE's VPP annually. The monthly bill credit amount will be based on the CMAP Load Shift Calculation methodology and subject to the maximum credit amount. CMAP will be calculated for the Program Year (January 1st through December 31st) in which a customer is enrolled in the VPP.

At the end of a Program Year, if the customer has generated more credit during the Program Year than has been paid to the customer through their CMAP for that Program Year, the customer is eligible to receive the balance owed, subject to the maximum bill credit amounts listed below (Program Year True-Up Payment). The Program Year True-Up Payment will be paid out as an additional bill credit prior to March 31st of the following Program Year. The calculation, as detailed below, is based on the total kWh of flexible load delivered to MCE's VPP, using MCE's Measurement and Verification (M&V) method and independently validated through third-party audit (as detailed in the VPPA).

CMAP Load Shift Calculation:

A. FIRST PROGRAM YEAR: In the First Program Year that the customer enrolls in the VPP, MCE and/or MCE Authorized Designee will provide an Estimated Annual kWh of Load Shift for the proposed installations. Customer will receive a monthly bill credit valued at 33% of the Estimated Annual kWh Load Shift multiplied by $0.11, then divided by 12, subject to the maximum bill credit listed below.

B. AFTER THE FIRST PROGRAM YEAR: For each Program Year thereafter, the previous Program Year's Actual Verified kWh of Load Shift, as validated annually through MCE's M&V method, will be used to set the Delivered kWh of Load Shift Amount. Customer will receive a monthly bill credit valued at 50% of the DKLSA multiplied by $0.11, then divided by 12, subject to the maximum bill credit listed below.

The maximum CMAP bill credit for an eligible commercial customer to receive is $300/month. The maximum CMAP bill credit for an eligible industrial customer to receive is $750/month.

Appendix B: Customer Data Analysis

To support the respondents' proposal development process, MCE is providing this high-level 2025 calendar year customer data analysis, which may offer some useful insights into the distribution of load across various customer segments and seasonal impacts.

Important Note: The underlying data was carefully prepared to ensure that no personally identifiable information (PII) is included, and that all appropriate steps were taken to protect confidential data and information.

MCE has curated a selection of charts representing certain statistical aspects of the dataset below, which offer some useful insights that respondents can utilize to support their proposal development process. The complete underlying dataset is available to prospective respondents upon request, which would allow respondents to filter and analyze the data to produce additional insights using their own tools and resources.

To request access to the complete dataset please send an email with the subject line "MCE RFP Dataset Request" to: sirvine@mcecleanenergy.org, and a link will be provided.

Seasonal Avg Peak Load

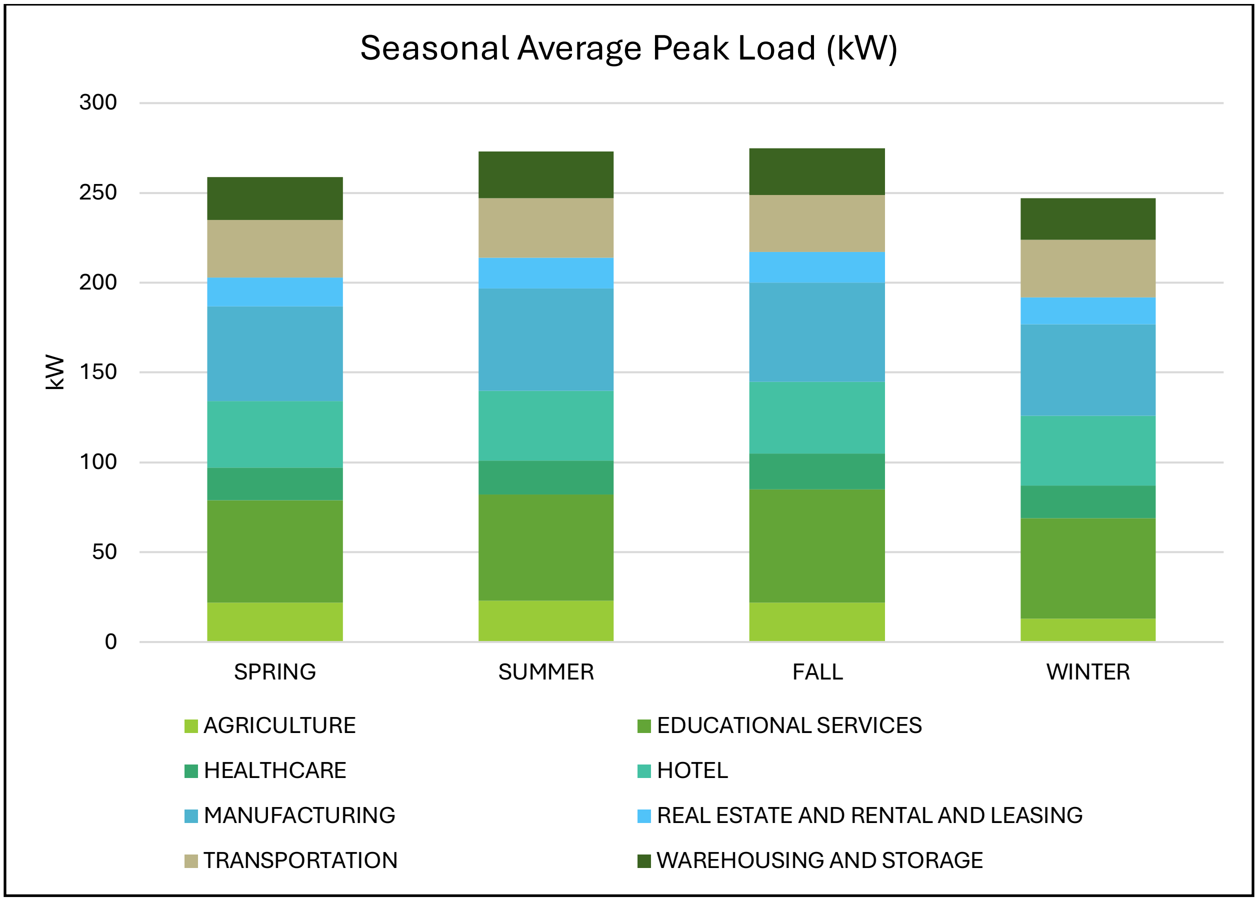


FIGURE 1:AVERAGE PEAK DEMAND (KW) BY CUSTOMER TYPE AND SEASON.

SIZE TIERS

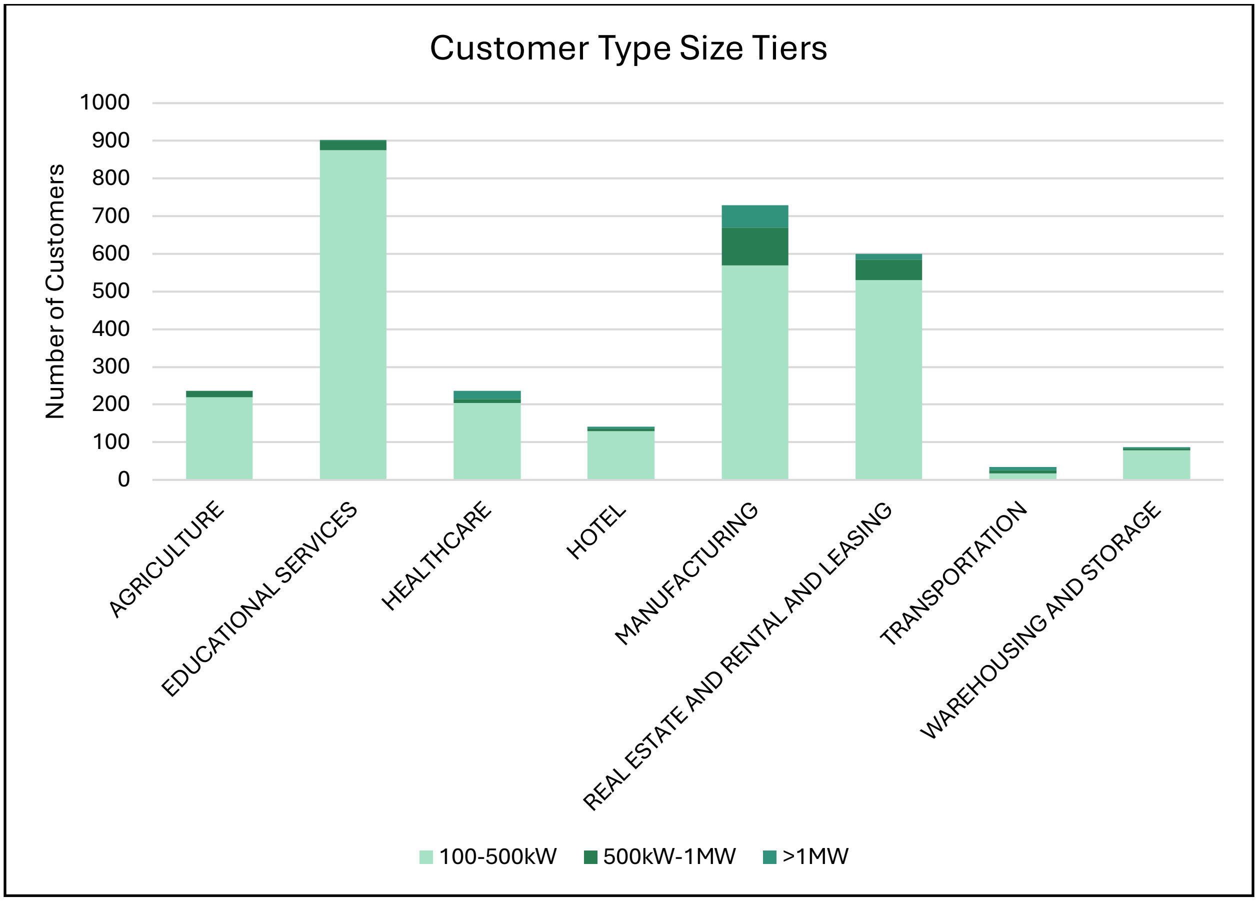


FIGURE 2: THE NUMBER OF CUSTOMERS WHOSE SEASONAL PEAK DEMAND IS BETWEEN 100-500 KW, NUMBER OF CUSTOMERS WHOSE SEASONAL PEAK DEMAND IS BETWEEN 500 KW-1 MW, AND NUMBER OF CUSTOMERS WHOSE SEASONAL PEAK DEMAND IS ABOVE 1 MW BY CUSTOMER TYPE.

High Peak Load Percentage

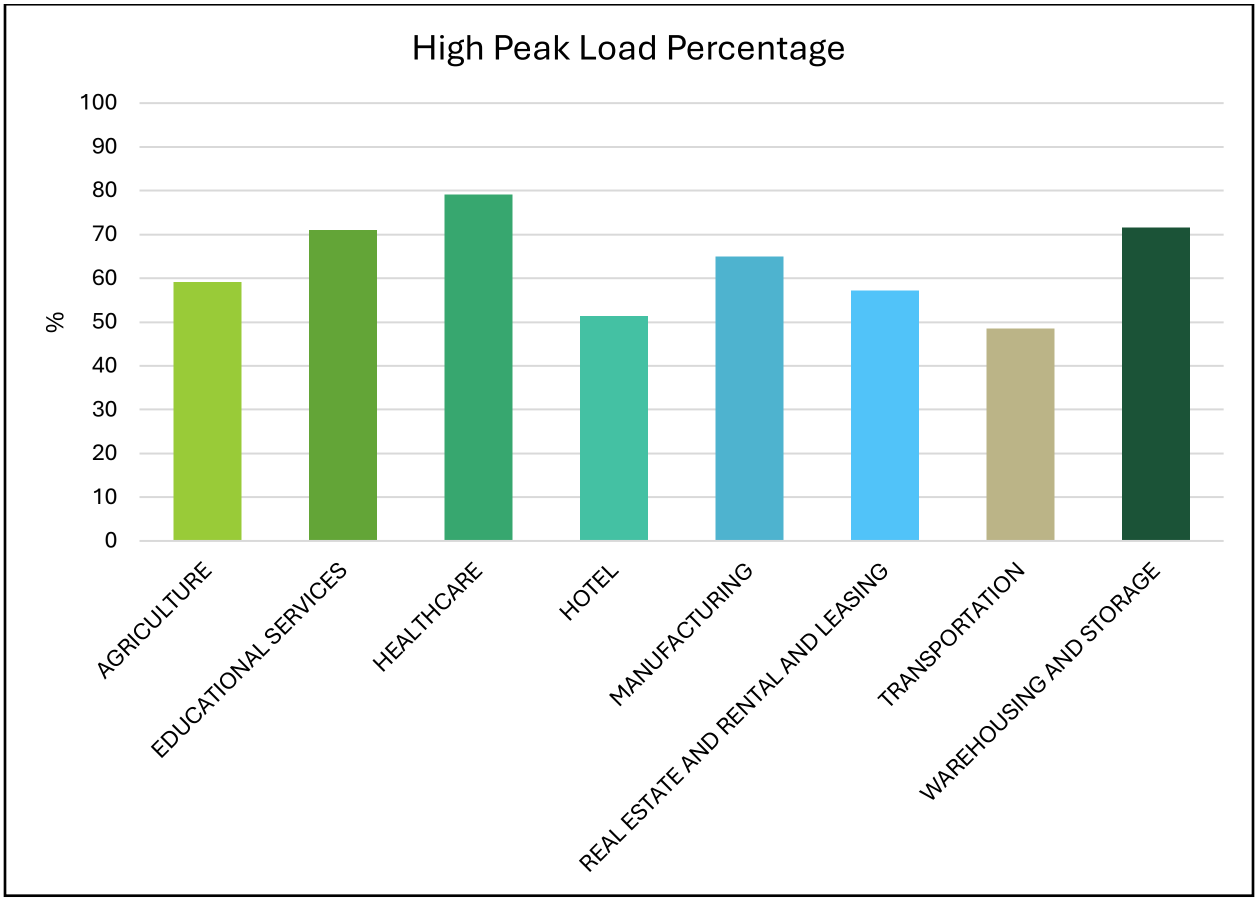


FIGURE 3: THE PERCENTAGE OF CUSTOMERS WHOSE PEAK KW IS MORE THAN 3 TIMES THEIR AVERAGE DEMAND KW, BY CUSTOMER TYPE.

LOAD FACTOR PERCENTAGE

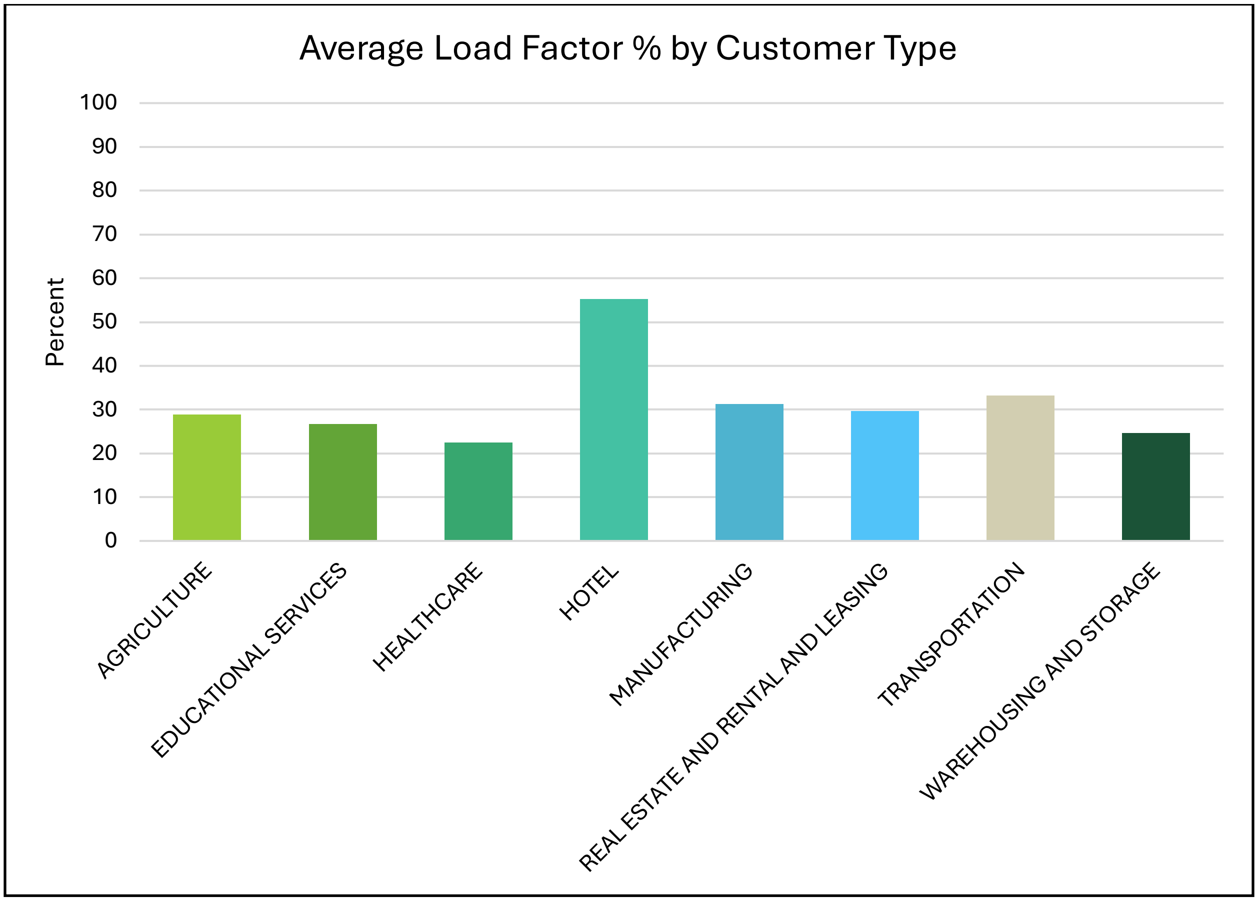


FIGURE 4: THE AVERAGE LOAD FACTOR FOR CUSTOMERS IN THE SEGMENT, WHICH MEASURES HOW CONSISTENTLY LOAD IS USED RELATIVE TO PEAK DEMAND. HIGHER VALUES INDICATE FLATTER USAGE.

SOLAR + STORAGE

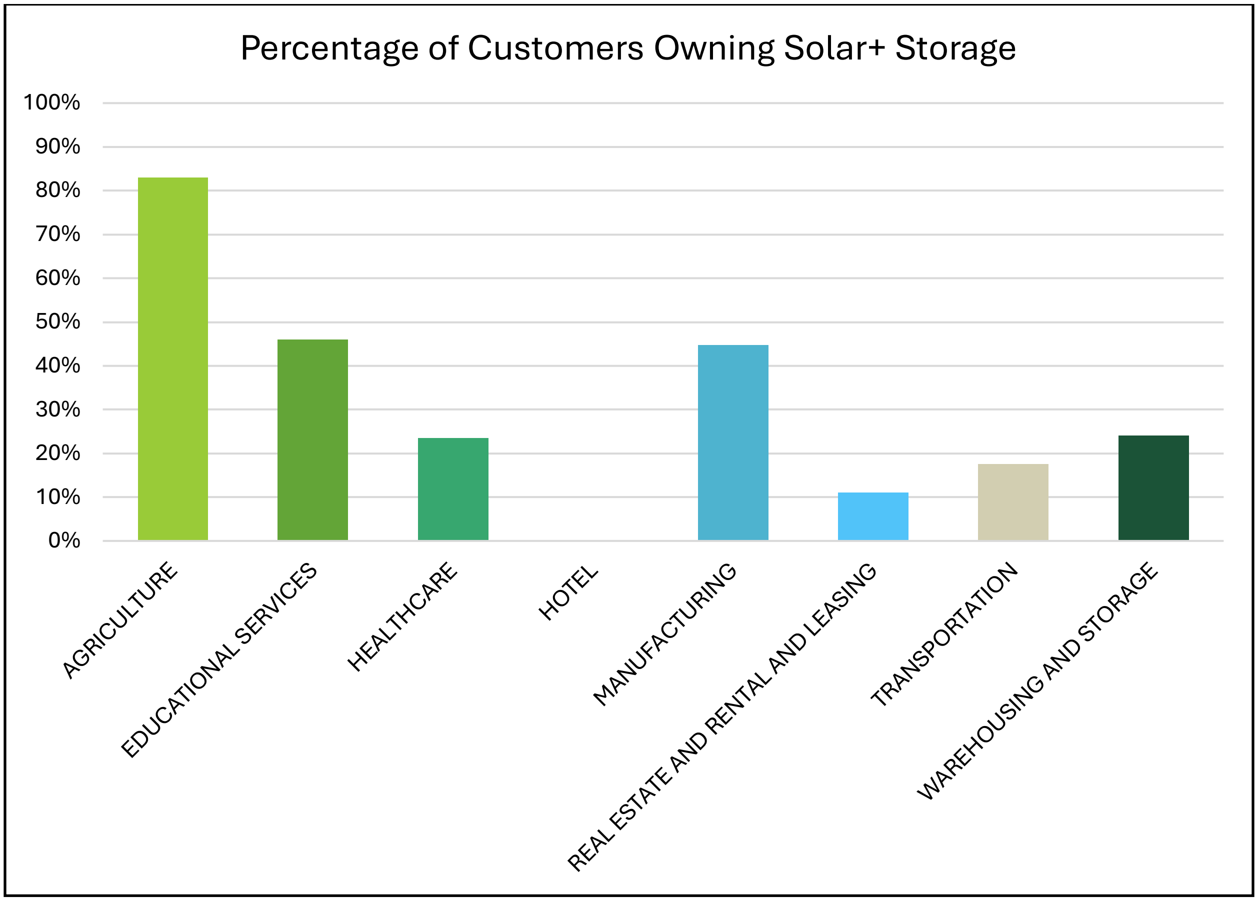


FIGURE 5: THE PERCENTAGE OF CUSTOMERS WITH BOTH SOLAR PV AND BATTERY STORAGE, BY CUSTOMER TYPE.

Average Peak Demand

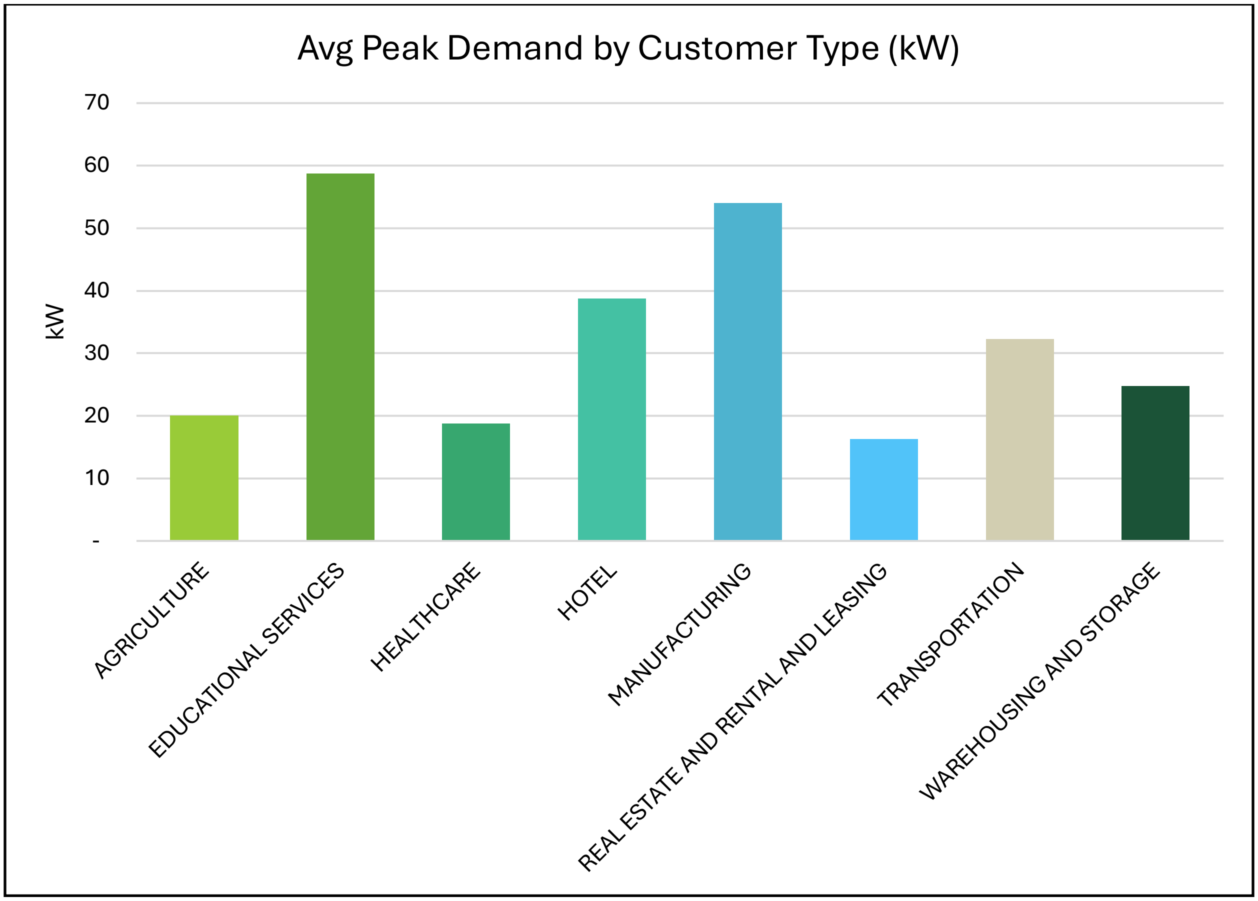


FIGURE 6: AVERAGE CUSTOMER PEAK DEMAND (KW) BY CUSTOMER TYPE.

APPENDIX C

Marin Clean Energy (MCE) Virtual Power Plant Participation Agreement (VPPPA) - Intent to Proceed Form

A. Participant Information

Participant Name		Contact Name (if Participant is an entity)
Title (if applicable)	Phone	e-mail
Participation Type (select one): ☐ New DER ☐ Existing DER - Integrated with eDERMS ☐ Existing DER - Manual Dispatch		

B. Project Developer (MCE Authorized Designee)

Company Name	Contact Name	Phone or e-mail

C. Project Installer (Subcontractor to Project Developer and is an MCE Authorized Designee, if applicable)

Company Name		
Contact Name	Phone	e-mail

D. Project Site Information

Site Address	City	State	Zip
[MCE to provide] PG&E Universally Unique Identifier (UUID) Number(s) for the Site(s) where the Participating Resource is enrolled. ____________________ Eligible electric Rate Schedule per Virtual Power Plant Tariff (as of date of agreement): ___________ Attachments: ☐ Proof of change to a rate schedule eligible for the Virtual Power Plant Tariff (if applicable)			

E. MCE Financier Loan (if applicable)

$ Total Cost of DER(s)	DER(s) Installer:
$ Loan Amount	Payee*:

F. VPP FLEX Grant Funding Allocation (if applicable)

$ Total Grant Funding Allocated	Payee*:
$ Amount subject to prorated repayment upon early termination, if applicable	
Repayment period and proration calculation: See VPP Tariff	

G. Monthly Bill Credit for Distributed Energy Resource (DER) Management and Control
(Select the applicable tier. For Tier 1 or 2, enter the monthly bill credit. Tier 3 is paid at the rate below.)

MONTHLY BILL CREDIT $ ________ / month	**PRICING TIER (select one):** ☐ Tier 1 - Residential Fixed Credit ☐ Tier 2 - Residential Program Transition Credit ☐ Tier 3 - Residential or Commercial Performance Rate: $0.11 per verified kWh Payee*: ______________________________________

*If Payee is someone other than Participant, the Payee designation is subject to MCE's written approval.

H. Installation Deadline (if applicable)

All work related to this VPPPA must be installed and Fully Operational (see:Definitions, Section 1) no later than _____________. Failure to meet this deadline due to Participant's actions or inaction may result in adjustment or forfeiture of MCE Agreement Funding hereunder. Delays in Permission To Operate, interconnection approval, or other utility action outside Participant's reasonable control will not, by themselves, constitute a breach or result in forfeiture, provided Participant has timely completed all required actions and documentation. Incentive payments will not start until connectivity is confirmed.

I. Agreement Term

Agreement term (select one): ☐ 1 year (Program Transition) ☐ 5 years (Fixed Credit, Residential) ☐ 7 years (Commercial) Select Contract Start Date: ☐ On this Date: ______________________ OR ☐ Start Date Equals PTO Date *Note: Start date must match billing cycle.*

J. Participant Agreement and Signature

This VPPPA is made and entered into by and between Marin Clean Energy ("MCE") and Participant and becomes effective on the signature date below. By signing, Participant represents to MCE that (i) Participant has read, understands, and agrees to be bound by the terms, conditions and requirements of this VPPPA between MCE and Participant (including this Intent to Proceed form, the VPPPA Terms, Conditions and Requirements and all attachments hereto) ("Agreement") and the Conditions and Requirements of the Virtual Power Plant Tariff, (ii) if Participant is an entity rather than an individual, its authorized representative listed below ("Authorized Representative") has the authority to sign this Agreement on behalf of the Participant, and (iii) all accompanying Project documentation is complete, true, and accurate to the best of their knowledge.

Consent to Electronic Disclosure and Contracting. By signing below, Participant consents and agrees to receive electronically all communications, agreements, documents, notices, records, legal disclosures, and other information (collectively, "Electronic Records") that MCE provides in connection with this Agreement. Participant further agrees and consents to the use of electronic signatures (such as clicking, checking, signing using a digital pen, or otherwise manifesting assent) in the processing of Electronic Records. Participant has the right to withdraw this consent at any time by calling 1 (888) 632-3674 or emailing info@mcecleanenergy.org. Participant must notify MCE of any change in Participant's e-mail by using the contact information above.

Consent to Sharing Agreement with select MCE Authorized Partners, including Financier, Developer, Measurement & Verification Provider, and Original Equipment Manufacturer: By signing below, Participant hereby consents and agrees to the provision of this Agreement and/or data contained in this Agreement to financiers, developers, measurement & verification provider(s), California Energy Commission (CEC) Project team (including Community Energy & Equity Resources [CEER], Lawrence Berkeley National Laboratory [LBNL], and Serious Controls) and original equipment manufacturer as necessary for evaluation of Participant's eligibility for financing of the Project, enrollment and participation in the Program, verification of Program eligibility and performance, administration of incentive and tariff benefits, device integration and operation, measurement and verification activities, customer support, and other purposes reasonably necessary to implement and administer the Program, as necessary for evaluation of Participant's eligibility for financing of the Project, enrollment and participation in the Program, verification of Program eligibility and performance, administration of incentive and tariff benefits, device integration and operation, measurement and verification activities, customer support, and other purposes as reasonably necessary to implement and administer the Program. Any such financing arrangements shall be negotiated and subject to a further agreement between Participant and the identified financier. If Participant is approved, financing will be provided by the financier.

Authorized Representative of Participant (if Participant is an entity; please print):	Title:	Signature Date:
Signature of Participant or Authorized Representative of Participant (if Participant is an entity):		

VPPPA Terms, Conditions and Requirements

Overview: MCE's Virtual Power Plant Program (VPP Program) provides eligible MCE customers with payments, funding, or other benefits, as applicable, for participating with eligible DERsintegrated with MCE's Enterprise DERMS (eDERMS). DERs may be newly installed or existing, and may be operated through manual or digital dispatch. Depending on the participant type, MCE may monitor and automatically dispatch a DER through eDERMS, send Dispatch Notifications requesting manual operation of an existing DER. The VPP Program is intended to reduce peak demand, reduce the cost of serving MCE customers, reduce greenhouse gas emissions, support grid reliability, and provide resiliency benefits.

1. Definitions.

"Agreement" refers to this Virtual Power Plant Participation Agreement (VPPPA), including the Intent to Proceed Form, the Virtual Power Plant Participation Agreement Terms, Conditions and Requirements and all attachments hereto. Agreement may also be referred to herein as "VPPPA".

"CMAP" means the Commercial Monthly Advanced Payment calculated under the Tariff and Worksheet A.

"CPUC" refers to the California Public Utilities Commission.

"DER" means one or more eligible behind-the-meter distributed energy resources located at the Site, including energy storage or other equipment approved by MCE for participation in the VPP.

"Dispatch Notification" means an email, text message, or other communication from MCE or an MCE Authorized Designee notifying a Manual Dispatch DER Participant of a requested dispatch event and providing the available event instructions.

"eDERMS" means MCE's Enterprise Distributed Energy Resource Management System, including associated software and communication systems used to monitor, manage, or dispatch participating DERs.

"Existing Integrated DER Participant" means a Participant enrolling an existing DER that is integrated with and capable of automated communication and dispatch through MCE's eDERMS. An Existing Integrated DER Participant does not receive equipment or installation funding under this Agreement unless MCE expressly agrees otherwise in writing.

"Manual Dispatch DER Participant" means a Participant enrolling aDER that will not be integrated with eDERMS and is instead manually operated by the Participant in response to Dispatch Notifications. A Manual Dispatch DER Participant does not receive equipment or installation funding under this Agreement unless MCE expressly agrees otherwise in writing.

"Fully Operational" means: (a) for a New DER Participant, the DER has been installed, has received any required permission to operate, and is successfully communicating with MCE's eDERMS; (b) for an Existing Integrated DER Participant, MCE has confirmed that the DER is operational and successfully communicating with eDERMS; (c) for a Manual Dispatch DER Participant, MCE has confirmed that the DER is operational and the Participant can receive Dispatch Notifications.

"New DER Participant" means a Participant receiving a new eligible DER that will be integrated with and capable of automated communication and dispatch through MCE's eDERMS.

"MCE" refers to Marin Clean Energy or its employees, subcontractors or agents

"MCE Agreement Funding" has the meaning set forth in Section 11.c.

"MCE Authorized Designee" refers to a vendor that has been approved by MCE to work in the VPP and is identified on the Intent to Proceed Form.

"M&V" refers to measurement and verification

"Participant" is a residential, commercial, industrial, or agricultural MCE customer that has become eligible to participate in the Program by completing this VPPPA.

"Participation Type" means the Participant's designation as a New DER Participant, Existing Integrated DER Participant, or Manual Dispatch DER Participant, as identified on the Intent to Proceed Form.

"Participating Resource" means, as applicable, a newly installed DER, an existing DER integrated with eDERMS, an existing DER operated in response to Dispatch Notifications.

"Party" (individually) or "Parties" (collectively) refers to MCE and Participant

"Personally Identifiable Information" refers to any information that relates to an identified or identifiable individual, including, but not limited to, an individual's name, address, telephone number, email, or as otherwise recognized as "personal information," "personal data," or "personally identifiable information" in accordance with applicable laws and regulations

"Project" means the design, engineering, and installation of a new DER for a New DER Participant. Existing Integrated DER and Manual Dispatch DER participation does not constitute a Project unless agreed to in writing by MCE.

"**Project Developer**" means an MCE-authorized installer responsible for installing a new DER for a New DER Participant.

"**Program Transition**" means an MCE-approved transition of an eligible residential Participant from another MCE customer program or payment arrangement into the VPP Program. Eligibility and the approved bill credit must be documented in Tier 2 of Worksheet A.

"**Program Year**" means January 1 through December 31.

"**Qualifying DER**" means a DER approved by MCE for participation in the VPP Program. A Qualifying DER may be automatically monitored and dispatched through eDERMS or manually operated by a Manual Dispatch DER Participant in response to a Dispatch Notification.

"**RMAP**" means the Residential Monthly Advanced Payment calculated under the Tariff and Worksheet A.

"**Site**" refers to the site (or sites) where the DER will be located.

"**Tariff**" or "**VPPT**" refers to the MCE Virtual Power Plant Tariff applicable to Participants of the Virtual Power Plant.

2. **Agreement Eligibility.** During the Term, Participant must: (a) be and remain an active MCE customer with an account in good standing; (b) satisfy the requirements applicable to the Participation Type identified on the Intent to Proceed Form; (c) maintain an eligible Participating Resource at the Site; and (d) comply with this Agreement and the applicable Tariff; (e) complete, sign, and submit a current PG&E Customer Information Service Request (CISR) form authorizing the release of customer information and energy-usage data reasonably required for participation in the VPP Program; (f) not be enrolled simultaneously in a utility or third-party demand response program or another behind-the-meter DER aggregation, or disenroll from any such program or aggregation before enrollment in the VPP Program; and (g) maintain an installed revenue-grade meter, such as AMI, MV-90 (or equivalent), capable of providing 15-minute interval data. Participant must execute an updated CISR form upon MCE's request if the existing authorization expires, becomes invalid, or requires modification. MCE may determine whether a DER qualifies for enrollment and may change the Participant's aggregation assignment as reasonably necessary for program or market participation.
3. **Authorization.** Participant has authority to enroll the Participating Resource and authorize MCE's activities under this Agreement. A New DER Particiption Type must be authorized to approve installation of the DER and any necessary modifications to the Site's electrical system, either as the legal Site owner, the authorized representative of the Site owner, or with the Site owner's prior written approval. An Existing Integrated DER Participation Type or Manual Dispatch DER Participation Type must have authority to operate and enroll the existing DER.
4. **Ownership.** Participants must own or otherwise have sufficient legal authority to operate and enroll the participating DER during the Term, unless MCE agrees otherwise in writing. If any participating DER or associated solar system is owned or controlled by another person, Participant is responsible for confirming that participation does not conflict with any lease, power purchase agreement, warranty, financing arrangement, or other third-party agreement and for obtaining any required consent.
5. **Participating Resource Requirements.** A Participant seeking to enroll a new DER Participation Type must install a Fully Operational Qualifying DER through an MCE Authorized Designee and maintain a functioning high-speed internet or other approved data connection that enables continuous communication between the DER and MCE's eDERMS. A Participant seeking to enroll an Existing Integrated DER Participation Type will not receive installation funding under this Agreement unless MCE expressly agrees otherwise in writing and must maintain an operational Qualifying DER and the communications necessary for continuous eDERMS integration in order to access the monthly bill credits. A Manual Dispatch DER Participation Type will not receive installation funding under this Agreement unless MCE expressly agrees otherwise in writing and must maintain an operational Qualifying DER and current contact information for receiving Dispatch Notifications by email, text message, or another method approved by MCE. Upon receiving a Dispatch Notification, the Participant with Manual Dispatch DER Participation Type is responsible for manually initiating any requested DER operation in accordance with the notification in order to access the monthly bill credits.
6. **Participating Resource Operations.** Participant must operate and maintain the Participating Resource in accordance with applicable manufacturer requirements, warranties, laws, codes, and regulations. Participants with new DER Participation Types and Existing Integrated DER Participation Types must maintain the DER's connection to MCE's eDERMS except during required maintenance, repairs, communications outages, or safety-related shutdowns. Participants with manual Dispatch DER Participation Types must maintain the enrolled DER in operable condition and use reasonable efforts to respond to Dispatch Notifications. Each Participant must promptly notify MCE of any condition that materially affects the availability or eligibility of the Participating Resource. If Participant anticipates that an enrolled DER will be non-operational for more than 30 days, Participant must notify MCE at least 30 days before the expected period of non-operation and provide the expected start and end dates. Subject to MCE verification and approval, MCE may suspend bill credits for up to 90 days. If MCE notifies Participant that an enrolled DER is unexpectedly unresponsive, Participant will have 30 days from the notice date to restore connectivity before MCE may disenroll the Participating Resource and terminate future bill credits.
7. **Modification of Participating Resource.** Participants must notify MCE before materially modifying, disconnecting, removing, replacing, or decommissioning an enrolled DER, except when immediate action is reasonably required for safety or emergency purposes. Participant must notify MCE promptly following any emergency action. Manufacturer-recommended maintenance and software upgrades are permitted, provided they do not materially interfere with participation or, for a New DER Participation Type or Existing Integrated DER Participation Type, MCE's ability to communicate with or control the DER through eDERMS.

8. Removal of Equipment. This section applies only to equipment installed, replaced, or funded in connection with a New DER Participation Type's Project or to MCE-owned measurement or communications equipment installed at the Site. If Participant decides to remove batteries, they must dispose of replaced batteries or other equipment in accordance with applicable laws and manufacturer requirements. Participant may not relocate, transfer, or reinstall an MCE-funded DER during the Term without MCE's prior written consent. Upon termination, MCE may remove its equipment. This section does not require an Existing Integrated DER Participation Type or Manual Dispatch DER Participation Type to remove independently owned equipment unless otherwise agreed in writing.

9. Site Access and Inspections. Upon reasonable notice and during reasonable hours, Participant will provide MCE and its authorized representatives with access to the Site to the extent reasonably necessary to inspect, install, maintain, repair, or remove MCE-provided measurement or communications equipment; verify the eligibility or condition of a Participating Resource; conduct program audits; or satisfy applicable measurement, verification, regulatory, or market requirements. Installation-related access applies only when equipment is being installed or serviced at the Site. MCE will use reasonable efforts to minimize interference with Participant's normal Site operations.

10. Measurement and Verification Equipment. MCE or its authorized measurement and verification (M&V) provider may establish and update an M&V plan for the Participating Resource, subject to the VPP Tariff and applicable market rules. M&V may use DER telemetry, utility meter data, submeter data, eDERMS records, Dispatch Notification records, Participant response records, or other reasonably available data. New DER and Existing Integrated DER performance may be measured through eDERMS and DER telemetry. Manual Dispatch DER performance may be measured using meter data, available DER data, Dispatch Notification records, and Participant responses. Participant authorizes the installation and continued operation of approved M&V equipment identified by MCE and agrees not to remove, modify, or tamper with that equipment.

11. Project Installation. This section applies only to New DER Participation Types. A New DER Participation Type's equipment must be installed by a Project Developer or MCE Authorized Designee approved by MCE. Participant is responsible for entering into and administering any installation agreement, monitoring the installation work, and resolving disputes with the installer. Participant must require the installer to comply with applicable federal, state, and local laws, codes, permits, and interconnection requirements. MCE does not warrant or guarantee the acts, omissions, workmanship, equipment, or services of a Project Developer or MCE Authorized Designee. This Section does not apply to an Existing Integrated DER Participant or Manual Dispatch DER Participant unless MCE is installing measurement, communications, or other program equipment at the Site.

12. Available Funding . Any amounts charged to the CEC grant funds must comply with the applicable CEC grant agreement. MCE's approval of an exception under this Agreement does not waive applicable grant requirement or replace any required CEC approval.

a. **Installation and Grant Funding.** Installation funding, grant funding, or other Project-related funding is available only to a New DER Participation Type when an amount is expressly identified on the Intent to Proceed Form. Existing Integrated DER Participation Types and Manual Dispatch DER Participation Types are not eligible for installation and those Participants are not eligible for Project funding under this Agreement unless MCE expressly agrees otherwise in writing.

b. **Participation Payments.** A Participant may receive monthly bill credits, performance payments, true-up payments, or other compensation applicable to the Participation Type, as set forth on the Intent to Proceed Form, in the VPP Tariff, or in an applicable worksheet. Eligibility for and the amount of any payment may depend on enrollment status, resource availability, eDERMS connectivity, measured performance, response to Dispatch Notifications, applicable market rules, and compliance with this Agreement.

c. **MCE Agreement Funding.** "MCE Agreement Funding" includes only installation funding, grant funding, incentives, bill credits, performance payments, true-up payments, or other amounts provided by MCE under this Agreement, including amounts paid directly to an approved payee on the Participant's behalf for the Participant's Project or participation. Repayment obligations apply only to amounts actually paid to or on behalf of the Participant and only as expressly provided in this Agreement. MCE may recover duplicate payments, amounts paid in error, Project funding exceeding the cap, and amounts obtained through materially inaccurate or misleading information provided by the Participant. MCE will provide written notice identifying the basis and calculation of any requested repayment and a reasonable opportunity for the Participant to respond. These recovery rights do not requirement repayment solely because CMAP exceed verified annual performance payments where Worksheet A expressly provides otherwise.

d. **No Guaranteed Payment or Market Revenue.** MCE does not guarantee any minimum number of dispatch events, Dispatch Notifications, market awards, bill credits, performance payments, or other revenues. MCE may revise payment amounts or methodologies in accordance with the VPP Tariff and applicable law.

e. **Cap on Project Funding.** For a New DER Participation Type, the combined amount of Project-related MCE Agreement Funding and other funding or incentives applied to the same eligible Project costs may not exceed those costs. Participants must disclose other funding or incentives received or approved for those costs, and provide supporting documentation reasonably requested by MCE. MCE may adjust unpaid Project funding to prevent duplicate reimbursement or funding above eligible Project costs. Recovery of amounts already paid is subject to the repayment provisions of this Agreement. This limitation does not apply to payments earned solely for ongoing participation or measured performance unless required by the applicable CEC grant agreement, VPP Tariff, or law.

13. **Term.** The term of this Agreement (the "Term") is the 1-year, 5-year, or 7-year period selected in the Agreement Term field on the Intent to Proceed Form. The Term begins on the signature date on the Intent to Proceed form. The payments begin when the Participating Resource becomes Fully Operational. For a New DER Participation Type, this generally occurs after any required permission to operate has been received and the DER is successfully connected to MCE's eDERMS. For an Existing Integrated DER Participation Type, this occurs when MCE confirms enrollment of the DER and successful eDERMS communication. For a Manual Dispatch DER Participation Type, this occurs when MCE confirms enrollment of the DER and Participant's ability to receive Dispatch Notifications.
14. **Early Termination.** Either Party may terminate this Agreement as otherwise permitted herein. Upon termination, Participant will no longer earn new bill credits, performance, payments, or other VPP benefits for participation after the termination date. Payments attributable to participation before the termination remain subject to the applicable verification, true-up, payment, correction provisions. If a Participant with a New DER Participation Type terminates early or MCE terminates for an uncured material breach, MCE may require repayment of Project-related MCE Agreement Funding on a prorated basis to the extent stated on the Intent to Proceed Form, in the applicable worksheet, or in the VPP Tariff. The applicable repayment terms must identify the funding subject to repayment, the repayment period, and the proration calculation and must be provided to the Participant before execution of this Agreement. A Participant with an Existing Integrated DER Participation Type or Manual Dispatch DER Participation Type will not be required to repay installation funding that was not paid to or on behalf of the Participant. Any payment adjustment for periods before termination will be based on the applicable payment and M&V methodology.
15. **Breach of the Agreement.** Participant materially breaches this Agreement if Participant: (a) ceases to be an active MCE customer; (b) knowingly provides materially inaccurate enrollment, equipment, account, or performance information; (c) materially modifies, removes, disconnects, decommissions, or fails to maintain an enrolled DER without providing required notice; (d) materially interferes with approved M&V or communications equipment; (e) repeatedly fails to satisfy obligations applicable to Participant's Participant Type; (f) permits another person to control an automatically dispatched DER in conflict with this Agreement; or (g) materially violates another provision of this Agreement or the applicable VPP Tariff. For a Manual Dispatch DER Participation Type, occasional failure or inability to respond to a Dispatch Notification will not alone constitute a material breach unless the Participant repeatedly fails to respond or otherwise does not satisfy an applicable participation requirement. Except where immediate action is reasonably necessary for safety, legal, regulatory, or market-compliance reasons, MCE will provide Participant with notice of a breach and at least ten days to cure it; provided, however, that any longer notice, reconnection, suspension, or cure period stated in the Tariff will control. If the breach is not cured, MCE may suspend payments, remove the Participating Resource from an aggregation, terminate this Agreement, and exercise any other remedy provided herein.

16. **Monitoring and Participation Requirements.** Participant authorizes MCE to administer the Participating Resource in the manner applicable to the Participation Type. A Participant with a New DER Participation Type or Existing Integrated DER Participation Type authorizes MCE to monitor and automatically dispatch the enrolled DER through MCE's eDERMS, subject to the VPP Tariff and applicable operating limitations. A Participant with a Manual Dispatch DER Participation Type authorizes MCE to monitor available performance data and send Dispatch Notifications but remains responsible for manually operating the DER.
    a. MCE Control. For Participants with a New DER Participation Type or Existing Integrated DER Participation Type, MCE will be the entity authorized under this Agreement to dispatch the enrolled DER through MCE's eDERMS during the Term, and Participant will not authorize another person to control the DER in a manner that materially conflicts with MCE's dispatch ability. For a Participant with a Manual Dispatch DER Participation Type, MCE may request dispatch through a Dispatch Notification, but MCE will not directly control the DER unless the Parties separately agree in writing.
    b. Dispatching DER. MCE may automatically dispatch a New DER or Existing Integrated DER through MCE's eDERMS at its discretion, subject to the VPP Tariff, equipment limitations, customer-program requirements, and applicable law. MCE may send a Dispatch Notification by email, text message, or another approved method to Participants with a Manual Dispatch DER Participation Type. This Participant is responsible for manually initiating the requested DER operation and may be required to confirm its response. The frequency, duration, timing, and performance requirements for dispatch events will be governed by the VPP Tariff or applicable program materials.
    c. Access to DER Data. Participant authorizes MCE and its authorized representatives to collect, receive, process, use, and retain data reasonably necessary to administer the VPP Program, measure performance, calculate payments, manage aggregations, comply with regulatory or market requirements, and evaluate program results. Depending on the Participation Type, such data may include DER telemetry, charging and discharging data, solar production, utility meter data, Site-load data, eDERMS records, Dispatch Notifications, Participant responses, equipment status, and account information ("Data"). MCE may use Data in identified form as reasonably necessary to administer this Agreement and may use Data in de-identified or aggregated form for Program operations, planning, evaluation, regulatory reporting, grant reporting, research, and other lawful business purposes. Within applicable parameters, MCE may disclose Data to its agents, contractors, scheduling coordinators, utilities, regulators, CAISO, or other entities when reasonably necessary to administer participation or to comply with applicable law or market requirements. MCE will handle Personally Identifiable Information in accordance with applicable California privacy and data-security requirements.
    d. CAISO Participation. Participant authorizes MCE, at MCE's discretion and without requiring additional approval for each enrollment or transaction, to enroll, aggregate, reassign, bid, schedule, dispatch, or remove the Participating

Resource in or from an eligible utility, regulatory, or wholesale-market program, product, or aggregation, subject to the CAISO Open Access Transmission Tariff, the VPP Tariff, applicable law, and then-effective market rules. MCE may modify the composition of an aggregation or discontinue a particular participation model if required by CAISO, a utility, a regulator, or applicable market rules. Unless expressly provided otherwise on the Intent to Proceed Form or in the VPP Tariff, MCE will be entitled to market revenues associated with the Participating Resource, and Participant will receive only the bill credits, participation payments, or other compensation expressly provided under this Agreement.

17. **Indemnification.** MCE will not be liable for claims arising from the acts or omissions of a Project Developer, MCE Authorized Designee, equipment manufacturer, service provider, or other third party, including claims relating to installation, operation, maintenance, repair, dispatch, or performance of a Participating Resource. Participant releases MCE from claims arising from Participant's manual operation of a DER in response to a Dispatch Notification, except to the extent caused by MCE's gross negligence, willful misconduct, or violation of applicable law. To the fullest extent permitted by law, Participant will indemnify, defend, and hold harmless MCE and its officers, employees, directors, authorized designees, contractors, and agents from third-party claims, liabilities, losses, costs, damages, and expenses arising from Participant's breach of this Agreement, negligence, willful misconduct, unauthorized modification of a Participating Resource, or failure to follow applicable safety requirements.

18. **LIMIT OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, MULTIPLE, OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT. MCE DOES NOT GUARANTEE THAT A PARTICIPATING RESOURCE WILL BE DISPATCHED, THAT A DISPATCH NOTIFICATION WILL BE RECEIVED OR ACTED UPON, OR THAT AN AGGREGATION WILL RECEIVE A MARKET AWARD OR PAYMENT. MCE'S TOTAL AGGREGATE LIABILITY ARISING FROM THIS AGREEMENT WILL NOT EXCEED THE MCE AGREEMENT FUNDING ACTUALLY PAID TO PARTICIPANT, EXCEPT TO THE EXTENT A DIFFERENT LIMIT IS REQUIRED BY APPLICABLE LAW.

19. **No Warranty.** MCE does not warrant or guarantee: (a) the performance, availability, useful life, or output of a DER; (b) the amount of energy generated, stored, discharged, curtailed, or consumed; (c) the receipt, timing, or successful delivery of any Dispatch Notification; (d) any electricity-cost savings; (e) any market award, bill credit, performance payment, or other revenue; or (f) the continued availability or pricing of any tariff, net-metering arrangement, incentive, tax credit, utility program, or wholesale-market participation model. Customer load, electricity rates, market rules, and payment methodologies may change during the Term. Participant remains responsible for complying with applicable equipment warranties and third-party agreements.

20. **Miscellaneous**

a. **Agreement/Terms and Conditions Changes**. MCE may modify, suspend, or terminate the VPP Program only as permitted by the VPP Tariff and applicable law. MCE will provide Participant reasonable notice of any change that materially affects Participant's rights or obligations, unless immediate action is required by law, a regulator, market rules, or an emergency. Any amendment to this Agreement remains subject to Section 20.f. Termination of the VPP Program will end future participation and benefits on the effective date stated in the notice, without affecting accrued payment rights or obligations that survive termination. Upon program termination, MCE or its Authorized Designees may access the Site in accordance with Section 8 to remove M&V Equipment.

b. **Taxes**. Participant shall be responsible for the payment of any and all taxes associated with the Project or incurred as a result of any incentive, grant, Monthly Bill Credit, Program Year True-Up Payment, or MCE Agreement Funding.

c. **Insurance**. Participant has and agrees to maintain customary property and liability insurance with respect to the Site, including sufficient coverage for any damage to the Participating Resource and associated equipment at the Site during the Term.

d. **Use of Non-Usage Data**. Participant agrees to allow MCE and its authorized contractors and agents to use Participant's name, Site location, Participation Type, size or type of DER installed or integrated, and other information gathered through participation in the Agreement ("Non-Usage Data") for regulatory and grant reporting, ordinary business use, industry forums, case studies, or other activities reasonably necessary to MCE.

e. **Acknowledgment**. If applicable to the Participation Type, Participant agrees to allow MCE-designed stickers containing MCE's logo and/or generation service designation to be placed on an installed DER or other participating equipment. MCE or its MCE Authorized Designee will provide and place any applicable stickers.

f. **Amendment**. This Agreement may not be amended without the mutual, written agreement of both Parties.

g. **Assignment**. This Agreement may not be assigned by either MCE or Participant without the prior written consent of the other party, not to be unreasonably withheld, conditioned, or delayed. Subject to ten (10) days prior written notice, Participant may assign this Agreement if the new Site owner or lessee enters into a written assignment and assumption agreement assuming all the obligations of Participant prior to the transfer of Site ownership or control.

h. **Jurisdiction and Venue**. This Agreement shall be construed in accordance with the laws of the State of California and the Parties hereto agree that venue shall be in Marin County, California.

i. **Survival**. The following sections will survive the termination of this Agreement: Sections 11, 13, and 16 through 20.

j. **Severability**. In the event any provision in this Agreement is found to be legally invalid or unenforceable, that provision will be revised to the degree allowed by law to give it the maximum effect allowed by law, or, if revision is not possible, will be severed and the remaining provisions of this Agreement will remain in full force and effect.

Worksheet A

MCE VIRTUAL POWER PLANT

Three-Tier Participation Worksheet

Select one participation tier and complete the corresponding section.

Participant Name		Account # / UUID	
Site Address		Prepared By / Date	

Participation Tier (select one)

TIER 1	TIER 2	TIER 3
☐ Residential fixed monthly credits	☐ Residential program transition	☐ Residential or commercial performance rate

TIER 1 | RESIDENTIAL FIXED MONTHLY CREDITS

Complete this section only when Tier 1 is selected.

Eligible Measure	Make and Model	Qty.	Credit / Unit	Line-Item Credit
Smart Refrigerator			$2	$
Smart Freezer			$2	$
Smart Outlet (1 kW minimum peak load)			$2	$
Smart Thermostat			$5	$
HAN / Smart Gateway			$5	$
Mini-split Air Conditioning			$5	$
Heat-Pump Water Heater			$5	$
Level 2 EV Charger			$10	$
Bi-directional Level 2 EV Charger			$20	$
Battery Energy Storage System (BESS) under 20 kWh			$10	$
BESS larger than 20 kWh			$20	$
			TOTAL MONTHLY TIER 1 CREDIT	**$**

Maximum monthly credit: $50 for income qualified CARE/FERA customers; $40 for non-CARE/non FERA customers.

#	Program Measure / Activity	Date Enrolled	Program / Notes	Monthly Bill Credit
☐	Program "A" Solar + Storage			$
☐	Program "B" MCE Sync			$
☐	Program "C"			$
☐				$
☐				$
☐				$

Approved total monthly Tier 2 credit: $ ______________

Program Transition Notes

Approval

MCE Representative	Approval Date
Participant Initials	Effective Date

TIER 3 | RESIDENTIAL OR COMMERCIAL PERFORMANCE RATE

Performance rate: $0.11 per verified kWh of load shift.

☐ Residential customer ☐ Commercial customer

FIRST YEAR CMAP AND PROGRAM YEAR TRUE-UP

Estimated annual kWh of load shift	a.	________
Estimated annual performance payment: Line a × $0.11	b.	________
First-year CMAP*: Line b × 0.33 ÷ 12	c.	________
PROGRAM YEAR TRUE-UP		________
Verified annual kWh of load shift**	d.	________
First-year annual performance payment: Line d × $0.11	e.	________
Participation months in program year	f.	________
Total annual CMAP: Line c × Line f	g.	________
Program Year True-Up Payment: greater of $0 or Line e minus Line g	h.	________

** CMAP maximum: $300/month for commercial rate customers and $750/month for industrial rate customers. Verified load shift is determined under MCE's approved M&V methodology.*
*** Total kWh of measured load shift delivered to the MCE VPP during each Program Year (January 1st to December 31st) will be verified by MCE and its program partners at the conclusion of each program year using the MCE approved Measurement and Verification methodology, which will be independently validated through third-party audit. The Program Year True-Up Payment will be paid no later than March 31 of the following Program Year.*

AFTER FIRST YEAR CMAP AND ANNUAL PERFORMANCE PAYMENT

Prior-year verified annual kWh of load shift (from Line d)	i.	________
Estimated annual performance payment: Line i × $0.11	j.	________
After-first-year CMAP: Line j × 0.50 ÷ 12	k.	________
PROGRAM YEAR TRUE-UP		________
Verified annual kWh of load shift	l.	________
Annual performance payment: Line l × $0.11	m.	________
Participation months in program year	n.	________
Total annual CMAP: Line k × Line n	o.	________
Program Year True-Up Payment: greater of $0 or Line m minus Line o	p.	________

All calculations are made under MCE's M&V plan, which may be updated from time to time. A Program Year True Up Payment will never be less than $0, and Participant will not owe repayment solely because CMAP paid exceeds the verified annual performance payment. This protection does not establish eligibility of the excess CMAP amounts for CEC reimbursement. MCE will charge such excess amounts to CEC grant funds only to the extent permitted under the applicable CEC grant agreement. Program Year True Up Payments are delivered after verification under the applicable program process.

Payment Eligibility and Verification

The Participant is eligible only for the compensation identified in the selected tier. Payments are subject to enrollment status, applicable tariff requirements, MCE's measurement and verification plan, and then-effective program and market rules.

APPENDIX D

TECHNICAL INTEGRATION GUIDE

MCE DERMS OpenADR 3

VEN onboarding, secure connectivity, resource registration, event context, and standards-aligned reporting

Status	DRAFT — NOT FOR PRODUCTION RELIANCE
Document version	1.4 Draft
Draft date	02 September 2026
Prepared for	MCE
Prepared by	Serious Controls / MCE integration team
Reference standard	OpenADR 3.0.1 Definition and User Guide
MCE deployment profile	VTN API path currently documented as /openadr3/3.1.0 — confirm with credential bundle
Classification	Controlled technical draft

DRAFT CONTROL
This revision is a documentation-level alignment draft. It does not certify the deployed VTN, VEN client, certificates, scopes, or optional subscription support. Complete the verification plan in Section 13 before release.

Document control

This edition reconciles the prior MCE guide with the OpenADR 3.0.1 reference documents and separates portable OpenADR behavior from the MCE deployment profile.

Revision history

Revision	Date	Status	Summary
1.2	22 Jul 2026	Prior release	Source manual internal version; filename supplied as v1.3.
1.4	02 Sep 2026	DRAFT	Clarified baseline/profile versions; corrected report relationships and payload typing; added conformance, security, error, test, and operations guidance.

Approval record

Role	Name	Decision/date
MCE program owner	____________________________	____________________________
MCE security	____________________________	____________________________
VTN operator / Serious Controls	____________________________	____________________________
Integration owner	____________________________	____________________________

Normative precedence
For standard OpenADR semantics, the OpenADR 3.0.1 OpenAPI definition is authoritative. The OpenADR User Guide is non-normative guidance. MCE-specific routes, security controls, private attributes, and credential values are governed by the current MCE integration bundle and deployed VTN configuration.

Contents

How to use this guide
Use Sections 1–3 to identify the applicable profile, Sections 4–11 to implement, and Sections 12–14 to harden and verify. Items labeled **MCE PROFILE** are deployment-specific; items labeled **CONFIRM** must be validated against the current VTN and credential package.

1. Purpose, audience, and conventions

This guide supports engineers integrating a VEN or client application with the MCE DERMS VTN. It covers portal onboarding, credentials, VEN and resource objects, program/event context, interval reports, error handling, and release verification.

1.1 Audience

- Application developers implementing an OpenADR 3 client.
- MCE and Serious Controls operators provisioning identities, resources, programs, and report context.
- Security and QA reviewers validating transport, OAuth scopes, ownership, schemas, and operational behavior.

1.2 Conventions

Label	Meaning
OPENADR	Portable requirement or behavior derived from OpenADR 3.0.1.
MCE PROFILE	MCE-specific route, field, workflow, or stricter security requirement.
CONFIRM	Deployment value or optional capability that must be checked before production.
Example identifiers	Illustrative only; replace every value enclosed in angle brackets.

1.3 Scope boundary

Enrollment, program eligibility, commercial terms, telemetry settlement, and customer authorization are out-of-band business processes. This guide begins after the integration account and applicable program participation have been approved.

2. Conformance profile and architecture

2.1 Version statement

OPENADR
This manual is reviewed against OpenADR 3.0.1 (Definition and User Guide dated 23 August 2024). Standard object semantics and endpoint behavior should be validated against the matching OpenAPI YAML.

MCE PROFILE — CONFIRM
The prior manual documents the deployed base path as **https://vtn3.seriouscontrols.com:8444/openadr3/3.1.0**. Treat 3.1.0 in this URL as an MCE API/profile path—not as the reference-document version—and confirm it in the current credential bundle before use.

2.2 Object and transport model

Layer	OpenADR 3.0.1	MCE deployment profile
Transport	REST over HTTPS; JSON representations.	HTTPS on the issued host and port; mutual TLS is required by MCE.
Authorization	OAuth 2.0 bearer token; role/scope enforcement.	Client-credentials grant plus the assigned certificate and scopes.
Objects	program, event, report, subscription, ven, resource.	Core objects plus private fields and report-context workflow.
Delivery	Pull CRUD; push via subscription/webhook where implemented.	Pull workflow is documented. Subscription support must be confirmed.

2.3 Logical flow

1 Provision	2 Authenticate	3 Register	4 Operate
Portal account, client ID/secret, certificate, key, CA chain	mTLS + OAuth token	VEN, then resources	Discover context, send reports, reconcile

3. Quick start

Complete the sequence once in a non-production environment before automating it.

Step	Action	Pass condition
1	Obtain the current integration bundle.	Host, port, API path, client ID, secret, client certificate, private key, CA chain, scopes, and expiry contacts are recorded.
2	Validate TLS and mutual-TLS trust.	Handshake succeeds with hostname validation; certificate chain and key pairing are valid.
3	Request an OAuth token.	A bearer token with expected expiry and scopes is returned; secrets are absent from logs.
4	Create or locate the VEN.	Persist the VTN-issued VEN ID; repeat execution does not create duplicates.
5	Create or reconcile resources.	Each resource name is unique within the VEN and its VTN-issued ID is persisted.
6	Obtain program/event context.	A valid programID and eventID are known for every report.
7	Submit a small status report.	201 Created; returned ID, timestamps, and normalized content are stored.
8	Submit a daily/interval report.	Interval count, timestamps, units, data quality, and payload types pass validation.
9	Run negative and retry tests.	Expected Problem responses are parsed; POST is not blindly replayed.

Release gate
Do not promote credentials or enable unattended reporting until the conformance checks in Section 13 are signed off by the VTN operator and integration owner.

4. DERMS portal onboarding

Portal access is provisioned by Serious Controls. Use the supplied account to navigate to DERs, create or select a DER, and download the OpenADR integration bundle.

4.1 Sign in and inspect the dashboard

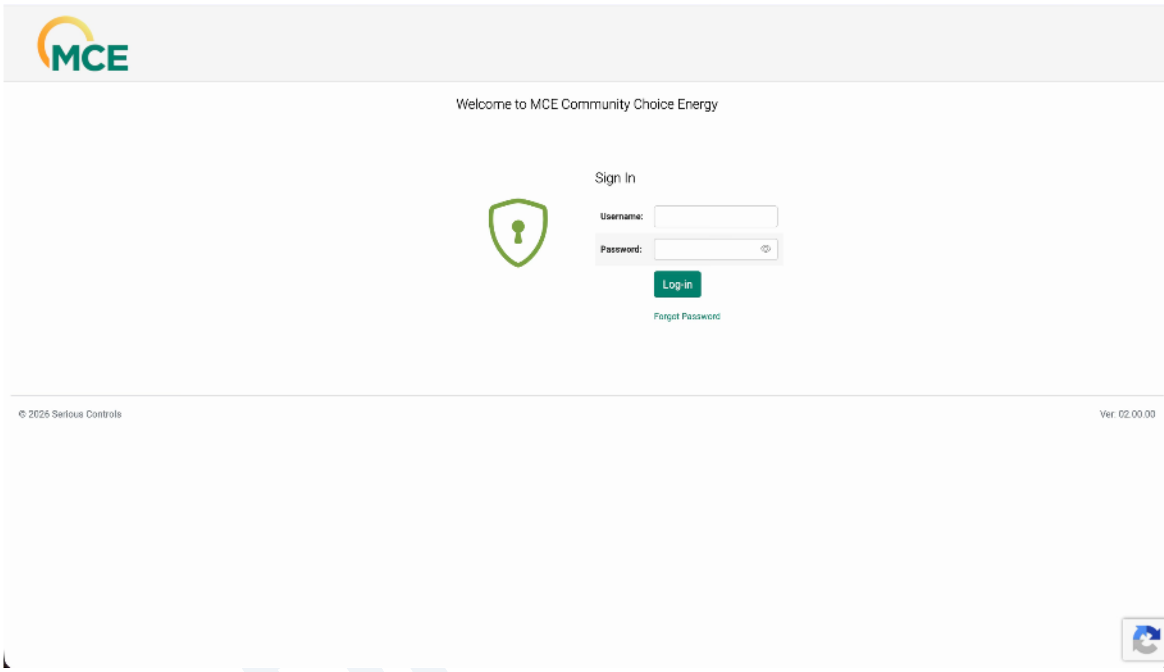


Figure 1. MCE DERMS sign-in screen. Never share or embed portal credentials in client code.

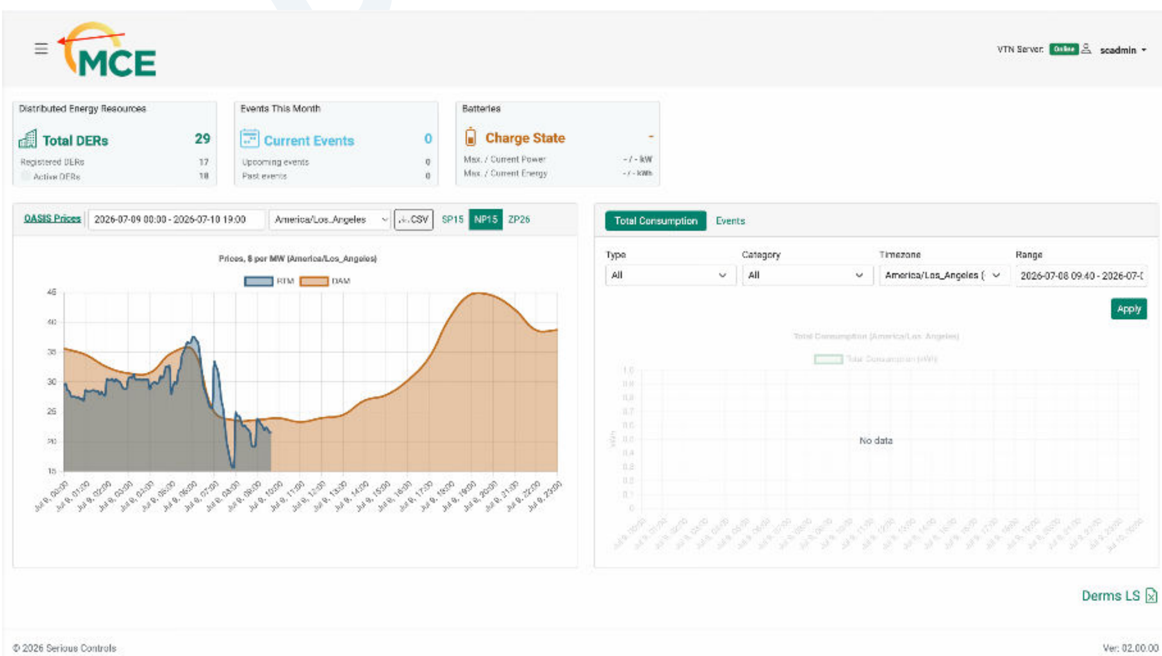


Figure 2. Main DERMS dashboard after authentication.

4. DERMS portal onboarding — continued

4.2 Open the DER panel

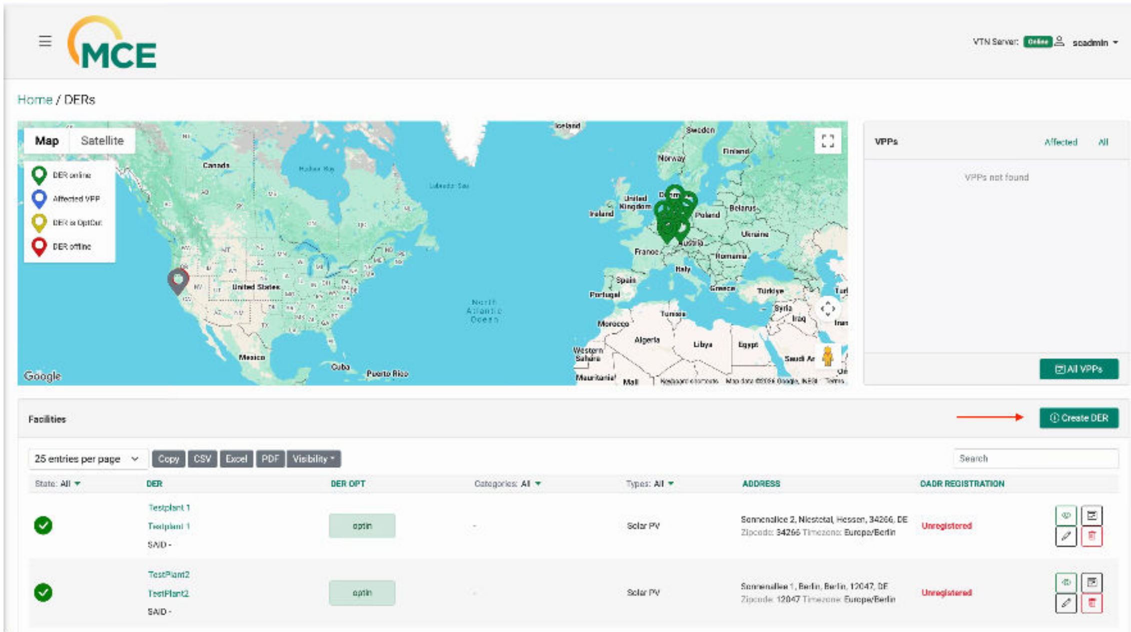


Figure 3. DER panel showing mapped assets and OpenADR registration state.

4.3 Create an OpenADR 3 DER

- Select **Create DER**; set the OpenADR version offered by the portal.
- Enter the DER name, category, type, address, and other required business fields.
- Enter the issued OAuth client ID in the designated field. Do not enter the client secret into descriptive fields.
- Save, open the DER detail page, and verify that the expected account and target association appear.

CONFIRM
Portal labels and screen layout may change. The version selected in the portal, the API path, and the downloaded bundle must describe the same deployed profile.

4. DERMS portal onboarding — bundle and status

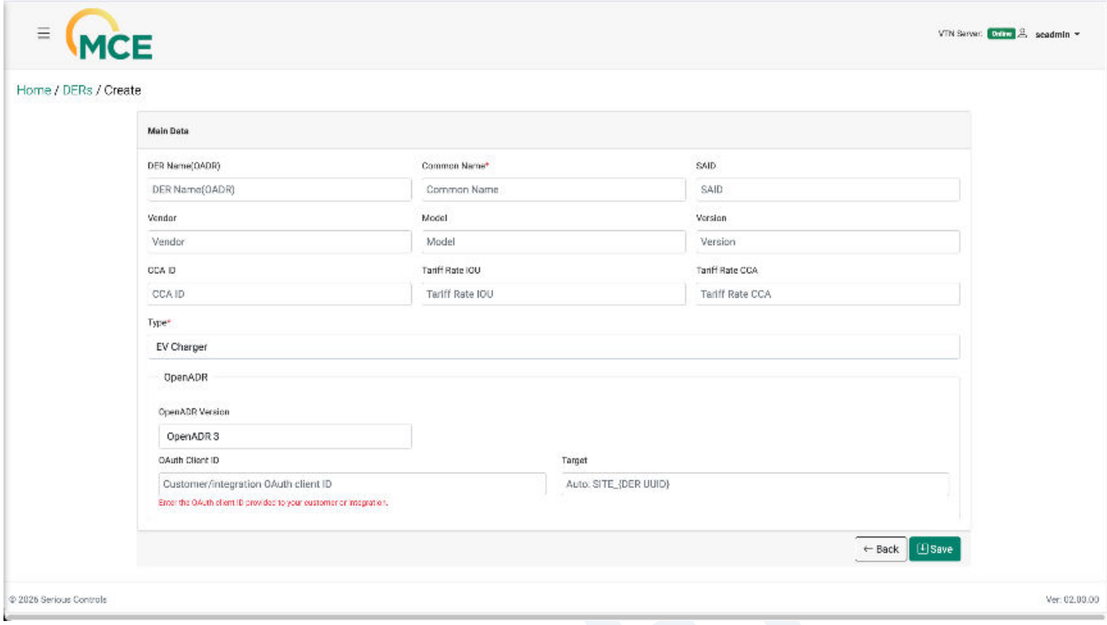


Figure 4. Create DER form with OpenADR configuration.

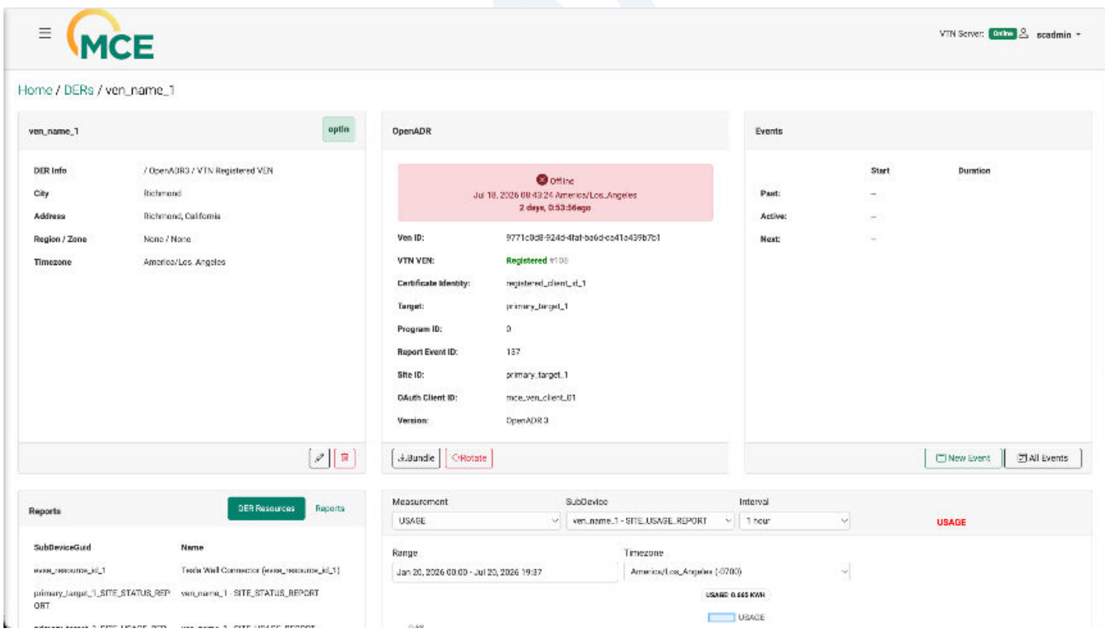


Figure 5. DER detail page with OpenADR identity, registration, event, resource, and report information.

4.4 Download and inventory the bundle

- Record filename, issue time, certificate subject/SAN, serial number, not-before/not-after dates, CA fingerprint, client ID, assigned scopes, base URL, and token endpoint.
- Store the private key and client secret in an approved secrets manager. Restrict export and file permissions.
- Use separate identities and certificates by environment. Never reuse a production identity in development or test.

5. Connection and security profile

5.1 Connection profile

Setting	Value / rule
Base URL	https://vtn3.seriouscontrols.com:8444/openadr3/3.1.0 — CONFIRM before use.
Content type	application/json for request and response bodies.
Transport	TLS 1.2 minimum; prefer TLS 1.3 when mutually supported.
Client authentication	MCE requires mutual TLS in addition to OAuth 2.0 bearer authorization.
Hostname validation	Required. Do not disable certificate or hostname verification.
Compression	A client may advertise gzip support with Accept-Encoding where supported.

5.2 Credential handling

- Treat the private key, client secret, and bearer token as secrets. Do not place them in source control, tickets, screenshots, or logs.
- Verify that the client certificate matches its private key and chains to the issued trust anchor.
- Monitor certificate and secret expiration. Alert before renewal lead time is exhausted.
- Rotate compromised material immediately and revoke the affected identity through the VTN operator.

5.3 Minimal TLS check

```
# Paths are illustrative. Keep key material outside the repository.
curl --cert <client-cert.pem> --key <client-key.pem> \
  --cacert <mce-ca-chain.pem> \
  https://vtn3.seriouscontrols.com:8444/openadr3/3.1.0/<health-or-authorized-route>
```

Do not weaken verification
Options that bypass CA or hostname validation are not acceptable for troubleshooting or production. Fix trust, hostname, clock, certificate, or key-pair problems instead.

6. Authentication and token lifecycle

OpenADR 3 uses OAuth 2.0 bearer tokens. The MCE profile adds mutual TLS to the token and API connections. Authentication endpoint details are implementation-specific; use the token URL in the current integration bundle.

6.1 Token request

```
curl --cert <client-cert.pem> --key <client-key.pem> --cacert <mce-ca-chain.pem> \
  -X POST "<token-endpoint>" \
  -H "Content-Type: application/x-www-form-urlencoded" \
  --data-urlencode "grant_type=client_credentials" \
  --data-urlencode "client_id=<client-id>" \
  --data-urlencode "client_secret=<client-secret>" \
  --data-urlencode "scope=<assigned-scope>"
```

6.2 Lifecycle rules

Condition	Client behavior
Token issued	Cache only in protected memory/storage; calculate renewal from expires_in or token metadata.
Approaching expiry	Refresh early with clock-skew margin; avoid a synchronized refresh storm across clients.
401 Unauthorized	Obtain a new token and retry once only when the request can be safely repeated.
403 Forbidden	Do not retry. Validate scope, role, object ownership, and environment assignment.
Token endpoint unavailable	Use bounded exponential backoff with jitter; do not send cached expired tokens indefinitely.

6.3 API request

```
curl --cert <client-cert.pem> --key <client-key.pem> --cacert <mce-ca-chain.pem> \
  -H "Authorization: Bearer <access-token>" \
  -H "Accept: application/json" \
  "<base-url>/vens?venName=<url-encoded-name>"
```

7. VEN lifecycle

A VEN represents the client/integration identity in the OpenADR object model. **venName** must be unique across the VTN. Persist the server-assigned VEN ID and use it as the relationship key for resources.

7.1 Create a standard VEN

```
POST <base-url>/vens
Content-Type: application/json

{
  "venName": "<stable-unique-ven-name>",
  "attributes": [
    {"type": "DESCRIPTION", "values": ["MCE DERMS integration"]}
  ]
}
```

Server-generated fields

On create, the VTN assigns the object **id**, **createdDateTime**, **modificationDateTime**, and top-level **objectType**. Do not rely on client-supplied values for these fields; persist the representation returned by the VTN.

7.2 MCE private registration fields

The prior guide uses private strings such as SITE_ID, UTILITY_UUID, EV_RESOURCE_ID, and a request discriminator VEN_VEN_REQUEST. These are not portable OpenADR 3.0.1 enums. Send them only when required by the MCE-published schema/profile.

```
{
  "objectType": "VEN_VEN_REQUEST",
  "venName": "<stable-unique-ven-name>",
  "attributes": [
    {"type": "SITE_ID", "values": ["<mce-site-id>"]},
    {"type": "UTILITY_UUID", "values": ["<utility-uuid>"]}
  ]
}
```

7.3 Reconcile, update, delete

- Before POST, query by the stable VEN name when supported. A 409 may indicate a uniqueness conflict.
- PUT is a full replacement of editable content. Read the current object, merge intentionally, and send a complete representation.
- Before DELETE, check dependent resources, reports, ownership, and business retention requirements. Confirm deletion by GET and portal reconciliation.

8. Resource lifecycle

A resource is owned by a VEN. **resourceName** must be unique within that VEN. Use stable names and store the VTN-issued resource ID.

8.1 Standard route

```
POST <base-url>/vens/<venID>/resources

{
  "resourceName": "<stable-resource-name>",
  "attributes": [
    {"type": "DESCRIPTION", "values": ["Battery inverter at Site 123"]},
    {"type": "MAX_POWER_EXPORT", "values": [250]}
  ]
}
```

MCE PROFILE
The prior MCE guide documents top-level /**resources** and /**resources**/**{resourceID}** routes with venID in the body. OpenADR 3.0.1 defines resources beneath /**vens**/**{venID}**/**resources**. Use only the route published by the deployed MCE OpenAPI contract; do not interchange the two forms.

8.2 MCE top-level request shape — if required

```
POST <base-url>/resources

{
  "objectType": "VEN_RESOURCE_REQUEST",
  "venID": "<ven-id>",
  "resourceName": "<stable-resource-name>",
  "attributes": [
    {"type": "SITE_ID", "values": ["<mce-site-id>"]},
    {"type": "EV_RESOURCE_ID", "values": ["<mce-resource-id>"]}
  ]
}
```

8.3 Resource rules

- Use values arrays even when an attribute has one value.
- Standard attributes include LOCATION, AREA, MAX_POWER_CONSUMPTION, MAX_POWER_EXPORT, and DESCRIPTION; other strings are private by agreement.
- Use the special resourceName AGGREGATED_REPORT only when the report values truly represent a sum/aggregation over multiple resources.
- Reconcile resource inventory routinely; flag unexpected additions, deletions, owner changes, and stale mappings.

9. Program and event context

Every standard report is associated with a program and an event. The report must carry both **programID** and **eventID**. These are VTN-assigned object IDs, not names or client-defined labels.

9.1 Standard discovery

Object	Standard route	Purpose
Programs	/programs and /programs/{programID}	Discover program metadata and target context.
Events	/events and /events/{eventID}	Obtain active/report-only event and its programID.
Reports	/reports and /reports/{reportID}	Create, inspect, update, or delete reports under assigned authorization.
Subscriptions	/subscriptions and /subscriptions/{subscriptionID}	Optional push notification configuration when supported.

9.2 MCE report-context workflow

```
GET <base-url>/report-context?venID=<ven-id>          # MCE profile only
```

The MCE route is a convenience extension, not a standard OpenADR endpoint. The integration should obtain or derive both IDs:

- If the response contains reportProgramID and reportEventID, validate both by GET before reporting.
- If it returns only reportEventID, GET /events/{eventID} and read programID from the event.
- Reject missing, expired, unauthorized, or environment-mismatched context.

9.3 Pull and optional push

Polling is the documented MCE workflow. OpenADR 3 also defines subscriptions/webhooks; do not assume the deployed MCE VTN enables them. If enabled, require HTTPS callbacks, validate the challenge and signatures, reject private/reserved callback destinations, use strict timeouts, and apply bounded delivery backoff.

10. Reporting model and interval rules

10.1 Required relationships and consistency

Rule	Implementation check
Object references	programID and eventID are present and resolve to the intended program/event.
Payload typing	Each descriptor payloadType exactly matches the corresponding interval payload type.
Values	values is always an array, including a single scalar.
Units/readings	units and readingType are compatible with the selected standard payload.
Intervals	IDs are deterministic; start and duration use ISO 8601; array length matches the described period.
Time basis	Prefer UTC timestamps. If local time is used by agreement, document offset and daylight-saving behavior.
Data quality	Use OK, MISSING, ESTIMATED, or BAD. Avoid ambiguous association when multiple data payloads share one interval.

10.2 Standard payload choices

Need	Preferred standard type	Typical unit / note
Instantaneous telemetry	READING	KW, VOLTAGE, or other supported enum; readingType DIRECT_READ when applicable.
Energy over interval	USAGE	KWH; interval duration is essential.
Demand	DEMAND	Use the agreed unit and aggregation window.
Commanded target	SETPOINT	Use for an intended target, not a measured value.
Reference comparison	BASELINE	Identify agreed baseline meaning in program documentation.
Device state	OPERATING_STATE	Use the standard state vocabulary supported by the profile.
Quality qualifier	DATA_QUALITY	Attach unambiguously to the companion data.

10.3 Daily intervals and daylight saving

A full UTC day at PT15M contains 96 intervals. A local civil day can contain 92 or 100 intervals at daylight-saving transitions. Prefer UTC boundaries; otherwise implement the convention explicitly agreed with the VTN and never pad or discard data silently.

11. Corrected report examples

11.1 Status / instantaneous power report

This example uses the standard READING payload for an instantaneous output-power observation. Replace identifiers and confirm field optionality against the deployed schema.

```
POST <base-url>/reports

{
  "programID": "<program-id>",
  "eventID": "<event-id>",
  "clientName": "<integration-client-name>",
  "reportName": "site-output-power",
  "payloadDescriptors": [{
    "payloadType": "READING",
    "readingType": "DIRECT_READ",
    "units": "KW"
  }],
  "resources": [{"resourceName": "<resource-name>"}],
  "intervals": [{
    "id": 0,
    "intervalPeriod": {"start": "2026-09-02T16:00:00Z", "duration": "PT1M"},
    "payloads": [{"type": "READING", "values": [125.4]}]
  }]
}
```

Correction from prior guide
The previous status example declared descriptor payloadType OUTPUT_POWER but sent interval type SITE_OUTPUT_POWER and omitted programID. This draft uses one matching type and includes both required object relationships. If MCE requires a private SITE_OUTPUT_POWER type, use that exact same type in both locations and document its units and meaning in the MCE profile.

11. Corrected report examples — continued

11.2 Daily energy usage report

```
POST <base-url>/reports

{
  "programID": "<program-id>",
  "eventID": "<event-id>",
  "clientName": "<integration-client-name>",
  "reportName": "daily-site-usage",
  "payloadDescriptors": [{
    "payloadType": "USAGE",
    "readingType": "DIRECT_READ",
    "units": "KWH"
  }],
  "resources": [{"resourceName": "<resource-name>"}],
  "intervals": [
    {
      "id": 0,
      "intervalPeriod": {"start": "2026-09-01T00:00:00Z", "duration": "PT15M"},
      "payloads": [{"type": "USAGE", "values": [18.72]}]
    },
    {
      "id": 1,
      "intervalPeriod": {"start": "2026-09-01T00:15:00Z", "duration": "PT15M"},
      "payloads": [{"type": "USAGE", "values": [17.95]}]
    }
  ]
}
```

Generate all remaining intervals mechanically. For a complete UTC day, IDs 0–95 cover consecutive PT15M windows. Confirm whether the VTN expects each interval start explicitly, a report intervalPeriod, or both.

11.3 Quality handling

- Do not replace missing values with zero unless zero is a valid measured quantity.
- Use the profile-supported DATA_QUALITY representation for MISSING, ESTIMATED, or BAD data.
- If a quality payload could apply to more than one data value, split the values into separate intervals or reports so the association is unambiguous.

Private metrics
Battery state of charge, forecasts, EV counts, and other custom metrics may be useful, but use standard payload types where they fit. Any MCE-private type must be defined with its unit, cardinality, sign convention, valid range, aggregation, and quality rules.

12. HTTP behavior and production operations

12.1 Expected status codes

Method	Success	Common failures
GET	200	400 malformed filter; 403 scope/ownership; 404 not found; 500 server error.
POST	201	400 validation; 403 authorization; 404 referenced object; 409 conflict; 500.
PUT	200	400 validation; 403 authorization; 404 object/reference; 409 conflict; 500.
DELETE	200	400 request; 403 authorization; 404 object; 500.

12.2 Problem responses

For 4xx and 500 responses, parse the Problem object. Capture title, status, detail, endpoint, method, safe object ID, and a request/correlation ID when provided. Redact tokens, secrets, certificates, keys, and sensitive customer/site data.

12.3 Retry policy

Situation	Policy
GET timeout / 5xx	Retry with bounded exponential backoff and jitter.
PUT/DELETE timeout	Retry only after checking outcome and idempotency implications.
POST timeout	Do not blindly retry. Query by a stable business key or use an operator-approved idempotency mechanism.
400 / 403 / 404 / 409	Do not loop. Correct request, authorization, relationship, or uniqueness state.
429 if emitted	Honor Retry-After; rate-limit locally.

12.4 Querying and pagination

Use supported filters plus skip and limit. Filters are additive. Continue until a short/empty page according to the deployed API behavior; de-duplicate by VTN-issued ID and tolerate concurrent modification.

12.5 Observability

- Log operation, duration, status, safe IDs, interval counts, retry count, and request ID—not payload secrets.
- Track token failures, certificate expiry, report lag, rejection rates, duplicates, missing intervals, and reconciliation drift.
- Alert on sustained failures and retain audit evidence according to MCE policy.

13. Verification and acceptance plan

Documentation review improves implementability but does not certify server conformance. Execute these tests against the deployed MCE VTN and archive evidence before changing this document from DRAFT.

13.1 Contract and schema

ID	Test	Expected result / evidence
C-01	Validate every example against the deployed MCE OpenAPI schema.	No schema errors; MCE extensions and required fields are documented.
C-02	Compare API path/profile version with portal bundle.	Portal, certificate bundle, token endpoint, and base URL agree.
C-03	Confirm standard vs MCE resource route.	One authoritative route and request schema are published.
C-04	Confirm /report-context response and lifecycle.	Both report IDs can be derived and validated; expiry/rotation behavior is known.
C-05	Confirm subscription support.	Supported, secured, and tested—or explicitly marked unsupported.

13.2 Functional smoke tests

ID	Test	Pass condition
F-01	mTLS + token	Valid materials succeed; expired/untrusted certificate and invalid secret fail safely.
F-02	VEN create/read/update	Server fields assigned; uniqueness honored; PUT replacement behavior confirmed.
F-03	Resource create/read/update	Correct owner and route; stable mapping; uniqueness within VEN.
F-04	Status report	201; program/event resolve; descriptor and payload types match.
F-05	Full-day report	Expected interval count and energy totals; UTC/DST convention verified.
F-06	Reconciliation	Portal and API show the same VEN, resources, events, and reports.

13. Verification — negative and operational tests

13.3 Negative tests

ID	Test	Expected result
N-01	Omit a required field.	400 Problem response identifies validation failure.
N-02	Use an unauthorized scope or another owner's object.	403; no information leakage.
N-03	Reference an absent program/event/resource.	404 or documented validation response.
N-04	Create a duplicate venName/resourceName.	409 or documented uniqueness response.
N-05	Mismatch descriptor payloadType and payload type.	Request rejected by client pre-validation or VTN schema validation.
N-06	Send malformed ISO timestamp/duration or wrong interval count.	400; no partial acceptance unless explicitly documented.
N-07	Expire token during operation.	Single controlled refresh; no retry loop or duplicate POST.
N-08	Present wrong/expired client certificate.	TLS connection fails before application data is exposed.

13.4 Operational readiness

- Load test within the VTN operator's approved limits; document pagination, rate limits, and maximum report sizes.
- Exercise certificate and client-secret rotation without reporting gaps.
- Restore from persisted VTN IDs and reconciliation state after process restart.
- Validate monitoring, alert routing, runbooks, retention, privacy handling, and escalation contacts.
- Perform a rollback rehearsal and confirm that it does not delete server objects or duplicate reports.

13.5 Sign-off

Gate	Owner	Result / evidence link
Schema and profile confirmed	VTN operator	______________________________
Security review complete	MCE security	______________________________
Functional/negative tests passed	Integration QA	______________________________
Operations readiness approved	Service owner	______________________________

14. Troubleshooting

Symptom	Likely cause	Action
TLS handshake fails	Expired certificate; wrong key; incomplete chain; hostname/clock mismatch.	Check dates, SAN, chain, clock, and certificate/key fingerprints. Do not disable verification.
Token request fails	Wrong endpoint, client credentials, scope, encoding, or mTLS identity.	Compare with current bundle; inspect sanitized OAuth error and certificate identity.
401 on API	Missing/expired token or audience mismatch.	Refresh once, verify authorization header and token audience.
403 on API	Scope, role, owner, or environment mismatch.	Stop retries; ask VTN operator to verify assignment.
404 for referenced ID	Stale ID, wrong environment, deleted object, or wrong route.	Resolve the object in the same environment; verify MCE vs standard route.
409 on create/update	Name conflict or concurrent state conflict.	Query by stable name/ID, reconcile, then update deliberately.
Report rejected	Missing programID/eventID; payload mismatch; invalid enum/unit/time/interval.	Run client schema and semantic checks; compare Problem detail.
Duplicate objects/reports	Blind POST retry or unstable name/key.	Reconcile after uncertain outcomes; persist VTN IDs; use stable business keys.
Daily total off	Unit conversion, sign convention, DST, missing/duplicate intervals.	Audit boundaries, count, quality flags, units, and aggregation.
Portal/API disagree	Cache delay, wrong tenant/environment, or stale mapping.	Check VTN-issued IDs and environment, then run reconciliation.

Escalation package
Provide timestamp with timezone, environment, endpoint and method, HTTP status, request/correlation ID, safe object IDs, sanitized Problem detail, certificate serial/expiry, and a minimal redacted payload. Never attach a private key, client secret, or bearer token.

Appendix A. Conformance crosswalk

Topic	OpenADR 3.0.1 position	MCE guide treatment	Status
Authoritative contract	OpenAPI YAML defines interface.	Precedence and schema verification added.	Aligned; deployment test required
Object model	program, event, report, subscription, ven, resource.	All core objects described; subscriptions conditional.	Aligned / confirm optional
Server fields	VTN assigns ID, timestamps, top-level objectType.	Client examples no longer depend on supplying them.	Aligned
Report relationships	programID and eventID are required.	Both IDs now present and discovery explained.	Corrected
Payload typing	Descriptor and interval payload type agree.	Corrected examples and validation rule added.	Corrected
Resource route	Nested beneath /vens/{venID}.	Standard route shown; top-level MCE route labeled extension.	Deviation documented / confirm
Private values	Private strings allowed by agreement.	MCE fields/types identified as non-portable.	Aligned with extension model
Security	TLS + OAuth bearer; TLS 1.2 minimum.	MCE mTLS requirement plus lifecycle/rotation guidance.	Stricter MCE profile
HTTP behavior	Method-specific success/error responses and Problem body.	Status matrix, parsing, retry, and idempotency added.	Aligned
Pagination	skip/limit and additive filters.	Operational paging behavior added.	Aligned
Intervals	ISO time/duration; arrays; descriptor consistency.	UTC, DST, data-quality, and interval checks added.	Aligned
Deployment certification	Requires implementation/testing beyond documentation.	Acceptance plan and sign-off gate added.	Open until evidence complete

Draft disposition
At the documentation level, this revision addresses the material inconsistencies identified in the prior manual. Production conformance remains conditional on validating the deployed MCE OpenAPI contract and passing every applicable Section 13 test.

Appendix B. Glossary and references

Glossary

Term	Meaning
DER	Distributed energy resource.
DERMS	Distributed energy resource management system.
MCE profile	Deployment-specific contract layered on OpenADR, including routes, fields, credentials, and enabled capabilities.
mTLS	Mutual TLS: both client and server present authenticated certificate identities.
OAuth 2.0	Authorization framework used here with the client-credentials grant and bearer access token.
Problem	Structured error response containing at least status-oriented diagnostic information.
VTN	Virtual Top Node: OpenADR server/service role.
VEN	Virtual End Node: OpenADR client/participant role and associated object.
UTC	Coordinated Universal Time; preferred time basis for interoperable intervals.

Reference documents

- OpenADR Alliance, *OpenADR 3.0 Definition v3.0.1*, updated 23 August 2024.
- OpenADR Alliance, *OpenADR 3.0 User Guide v3.0.1*, updated 23 August 2024; non-normative.
- MCE / Serious Controls, *MCE DERMS OpenADR 3 Integration Guide*, supplied filename v1.3; internal cover version 1.2, dated 22 July 2026.

Release artifacts to attach before approval

- Current MCE OpenAPI file and checksum.
- Environment-specific credential profile without secrets.
- Completed Section 13 evidence and approval record.
- Private MCE field/payload dictionary, including units, ranges, sign conventions, and examples.
- Support/escalation matrix and certificate/secret rotation runbook.

End of controlled draft
DRAFT v1.4 • 02 September 2026 • Do not remove the DRAFT marking until all confirmation items and release gates are complete.

APPENDIX F

(FIRST) AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND (CONTRACTOR)

THIS (FIRST) AGREEMENT ("Agreement") is made and entered into on [**Date]** by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and [**CONTRACTOR name**], [a [**state**] [**corporate form**]] with principal address at: [**address**] (hereinafter referred to as "Contractor") (each, a "Party," and, together, the "Parties").

RECITALS:

WHEREAS, MCE desires to retain Contractor to provide the services described in **Exhibit A** attached hereto and by this reference made a part hereof ("Services");

WHEREAS, MCE is the recipient under California Energy Commission (CEC) Grant Agreement No. EPC-24-040, awarded under GFO-23-309;

WHEREAS, MCE is retaining Contractor as a vendor to provide measurement and verification services to MCE in support of MCE's performance under the CEC Grant Agreement No. EPC-24-040; and

WHEREAS, Contractor desires to provide the Services to MCE.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the Services in accordance with the terms and conditions of this Agreement. "Services" shall also include any other work performed by Contractor pursuant to this Agreement.

1.1 VENDOR STATUS. Contractor acknowledges it is engaged as a vendor and not as a subrecipient under the CEC Grant Agreement. Contractor shall not make binding decisions on MCE's behalf regarding CEC grant objectives, scope, budget, reporting, or compliance obligations, except to provide independent technical analysis and recommendations within the Services. Contractor shall not represent itself as the CEC, as MCE, or as a CEC subrecipient.

1.2 DEFINITIONS. "CEC Grant Agreement" means California Energy Commission Grant Agreement NO. EPC-24-040 between the CEC and MCE, including all exhibits, attachments, amendments, and incorporated documents.

2. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing Services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement ("Term"). Contractor shall provide MCE with Contractor's Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Unless otherwise specified in Exhibit B, Contractor shall email invoices to MCE on a monthly basis for any Services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond ninety (90) days will not be reimbursable. Contractor shall submit all final invoices, supporting documentation, deliverables, and closeout materials no later than sixty (60) calendar days before the end date of the CEC Grant Agreement, or within (30) days of completion or termination of the Agreement, whichever timeframe occurs first. Contractor acknowledges that MCE must submit its final payment request, including retention, to the CEC no later than the CEC Grant Agreement end date and that late or incomplete Contractor invoices may be non-reimbursable under the CEC Grant Agreement. MCE will process payment for undisputed invoiced amounts within thirty (30) days.

3. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the Services to be provided herein exceed the maximum sum of **$[____],000**.

4. TERM OF AGREEMENT:

This Agreement shall commence on [**Date]** ("Effective Date") and shall terminate on [**Date]**, unless earlier terminated pursuant to the terms and conditions set forth in Section 12.

5. REPRESENTATIONS; WARRANTIES; COVENANTS:

5.1. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor represents, warrants and covenants that (a) [it is a [**corporation/limited liability company**] duly organized, validly existing and in good standing under the laws of the State of **[insert state of organization]]**, (b) it has full power and authority and all regulatory authorizations required to execute, deliver and perform its obligations under this Agreement and all exhibits and addenda and to engage in the business it presently conducts and contemplates conducting, (c) it is and will be duly licensed or qualified to do business and in good standing under the laws of the State of California and each other jurisdiction wherein the nature of its business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder, (d) it is qualified and competent to render the Services and possesses the requisite expertise to perform its obligations hereunder, (e) the execution, delivery and performance of this Agreement and all exhibits and addenda hereto are within its powers and do not violate the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it, (f) this Agreement and each exhibit and addendum constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, and (g) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt.

5.2. COMPLIANCE WITH APPLICABLE LAW: At all times during the Term and the performance of the Services, Contractor shall comply with all applicable federal, state and local laws, regulations, ordinances and resolutions ("Applicable Law").

5.3. LICENSING. At all times during the performance of the Services, Contractor represents, warrants and covenants that it has and shall obtain and maintain, at its sole cost and expense, all required permits, licenses, certificates and registrations required for the operation of its business and the performance of the Services. Contractor shall promptly provide copies of such licenses and registrations to MCE at the request of MCE.

5.4. NONDISCRIMINATION AND HARASSMENT. Contractor shall not unlawfully discriminate, harass, or permit harassment against any employee or applicant for employment on the basis of race, color, ancestry, religious creed, national origin, sex, sexual orientation, gender identity, physical disability, mental disability, medical condition, age, marital status, denial of family care leave, or any other characteristic protected by applicable law. Contractor shall ensure that the evaluation and treatment of employees and applicants are free from unlawful discrimination and harassment. Contractor shall comply with all applicable federal, state, and local nondiscrimination laws, including the California Fair Employment and Housing Act and its implementing regulations. Contractor shall include the requirements of this Section in all subcontracts relating to the Services and require its subcontractors to comply with them.

5.5. PERFORMANCE ASSURANCE; BONDING. At all times during the performance of the Services, Contractor represents, warrants and covenants that it has and shall obtain and maintain, at its sole cost and expense, all bonding requirements of the California Contractors State License Board ("CSLB"), as may be applicable. Regardless of the specific Services provided, Contractor shall also maintain any payment and/or performance assurances as may be requested by MCE during the performance of the Services.

5.6. SAFETY. At all times during the performance of the Services, Contractor represents, warrants and covenants that it shall:

(a) abide by all applicable federal and state Occupational Safety and Health Administration requirements and other applicable federal, state, and local rules, regulations, codes and ordinances to safeguard persons and property from injury or damage;

(b) abide by all applicable MCE security procedures, rules and regulations and cooperate with MCE security personnel whenever on MCE's property;

(c) abide by MCE's standard safety program contract requirements as may be provided by MCE to Contractor from time to time;

(d) provide all necessary training to its employees, and require Subcontractors to provide training to their employees, about the safety and health rules and standards required under this Agreement;

(e) have in place an effective Injury and Illness Prevention Program that meets the requirements of all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code. Additional safety requirements (including MCE's standard safety program contract requirements) are set forth elsewhere in the Agreement, as applicable, and in MCE's safety handbooks as may be provided by MCE to Contractor from time to time;

(f) be responsible for initiating, maintaining, monitoring and supervising all safety precautions and programs in connection with the performance of the Agreement; and

(g) monitor the safety of the job site(s), if applicable, during the performance of all Services to comply with all applicable federal, state, and local laws and to follow safe work practices.

5.7. BACKGROUND CHECKS.

(a) Contractor hereby represents, warrants and covenants that any employees, members, officers, contractors, Subcontractors and agents of Contractor (each, a "Contractor Party," and, collectively, the "Contractor Parties") having or requiring access to MCE's assets, premises, customer property ("Covered Personnel") shall have successfully passed background screening on each such individual, prior to receiving access, which screening may include, among other things to the extent applicable to the Services, a screening of the individual's educational background, employment history, valid driver's license, and court record for the seven (7) year period immediately preceding the individual's date of assignment to perform the Services.

(b) Notwithstanding the foregoing and to the extent permitted by applicable law, in no event shall Contractor permit any Covered Personnel to have one or more convictions during the seven (7) year period immediately preceding the individual's date of assignment to perform the Services, or at any time after the individual's date of, assignment to perform the Services, for any of the following ("Serious Offense"): (i) a "serious felony," similar to those defined in California Penal Code Sections 1192.7(c) and 1192.8(a), or a successor statute, or (ii) any crime involving fraud (such as, but not limited to, crimes covered by California Penal Code Sections 476, 530.5, 550, and 2945, California Corporations Code 25540), embezzlement (such as, but not limited to, crimes covered by California Penal Code Sections 484 and 503 et seq.), or racketeering (such as, but not limited to, crimes covered by California Penal Code Section 186 or the Racketeer Influenced and Corrupt Organizations("RICO") Statute (18 U.S.C. Sections 1961-1968)).

(c) To the maximum extent permitted by applicable law, Contractor shall maintain documentation related to such background and drug screening for all Covered Personnel and make it available to MCE for audit if required pursuant to the audit provisions of this Agreement.

(d) To the extent permitted by applicable law, Contractor shall notify MCE if any of its Covered Personnel is charged with or convicted of a Serious Offense during the term of this Agreement. Contractor shall also immediately prevent that employee, representative, or agent from performing any Services.

5.8. FITNESS FOR DUTY. Contractor shall ensure that all Covered Personnel report to work fit for their job. Covered Personnel may not consume alcohol while on duty and/or be under the influence of drugs or controlled substances that impair their ability to perform the Services properly and safely. Contractor shall, and shall cause its Subcontractors to, have policies in place that require their employees, contractors, subcontractors and agents to report to work in a condition that allows them to perform the work safely. For example, employees should not be operating equipment under medication that creates drowsiness.

5.9. QUALITY ASSURANCE PROCEDURES. Contractor shall comply with the following requirements (the "Quality Assurance Procedures"): **[________].** Additionally, Quality Assurance Procedures must include, but are not limited to: (i) industry standard best practices; (ii) procedures that ensure customer satisfaction; and (iii) any additional written direction from MCE.

5.10. ASSIGNMENT OF PERSONNEL. The Contractor shall not substitute any personnel for those specifically named in its proposal, if applicable, unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MCE, as is evidenced in writing.

5.11. ACCESS TO CUSTOMER SITES: Contractor shall be responsible for obtaining any and all access rights for Contractor Parties, from customers and other third parties to the extent necessary to perform the Services. Contractor shall also procure any and all access rights from Contractor Parties, customers and other third parties in order for MCE and California Public Utilities Commission ("CPUC") employees, representatives, agents, designees and contractors to inspect the Services.

6. <u>INSURANCE</u>:

At all times during the Term and the performance of the Services, Contractor shall maintain the insurance coverages set forth below. All such insurance coverage shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming Marin Clean Energy and its employees, directors, officers, and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to MCE prior to commencement of Services. Certificate(s) of insurance must be current as of the Effective Date, and shall remain in full force and effect through the Term. If scheduled to lapse prior to termination date, certificate(s) of insurance must be automatically updated before final payment may be made to Contractor. Each certificate of insurance shall provide for thirty (30) days' advance written notice to MCE of any cancellation or reduction in coverage. Insurance coverages shall be payable on a per occurrence basis only, except those required by Section 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing in this Section 6 shall be construed as a limitation on Contractor's indemnification obligations in Section 17 of this Agreement.

Should Contractor fail to provide and maintain the insurance required by this Agreement, in addition to any other available remedies at law or in equity, MCE may suspend payment to the Contractor for any Services provided during any period of time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required insurance coverage.

6.1. GENERAL LIABILITY. The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than **[two million dollars ($2,000,000)/two million dollars ($2,000,000)] with a [four million dollars ($4,000,000)/four million dollar ($4,000,000)]** aggregate limit. "Marin Clean Energy" shall be named as an additional insured on the commercial general liability policy and the certificate of insurance shall include an additional endorsement page (see sample form: ISO - CG 20 10 11 85).

6.2. AUTO LIABILITY (REQUIRED IF CHECKED ☐). Where the Services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said Services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit ($1,000,000).

6.3. WORKERS' COMPENSATION. The Contractor acknowledges that the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, it shall comply with this requirement and a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCE prior to commencement of Services.

6.4. PRIVACY AND CYBERSECURITY LIABILITY (REQUIRED IF CHECKED ☒). Contractor shall maintain privacy and cybersecurity liability (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs) of at least $5,000,000 US per occurrence.

7. <u>FINANCIAL STATEMENTS</u>:

Contractor shall deliver financial statements on an annual basis or as may be reasonably requested by MCE from time to time. Such financial statements or documents shall be for the most recently available audited or reviewed period and prepared in accordance with generally-accepted accounting principles.

8. <u>SUBCONTRACTING</u>:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior, written approval of MCE, except for any subcontract work expressly identified herein in Exhibit A. If Contractor hires a subcontractor under this Agreement (a "Subcontractor"), Subcontractor shall be bound by all applicable terms and conditions of this Agreement, and Contractor shall ensure the following:

8.1. Subcontractor shall comply with the following terms of this Agreement: Sections 9, 10, Exhibit A.

8.2. Subcontractor shall provide, maintain and be bound by the representations, warranties and covenants of Contractor contained in Section 5 hereof (as may be modified to be applicable to Subcontractor with respect to Section 5.1(a) hereof) at all times during the Term of such subcontract and its provision of Services.

8.3. Subcontractor shall comply with the terms of Section 6 above, including, but not limited to providing and maintaining insurance coverage(s) identical to what is required of Contractor under this Agreement, and shall name MCE as an additional insured under such policies. Contractor shall collect, maintain, and promptly forward to MCE current evidence of such insurance provided by its Subcontractor. Such evidence of insurance shall be included in the records and is therefore subject to audit as described in Section 9 hereof.

8.4. Subcontractor shall be contractually obligated to indemnify the MCE Parties (as defined in Section 17 hereof) pursuant to the terms and conditions of Section 17 hereof.

8.5. Subcontractors shall not be permitted to further subcontract any obligations under this Agreement.

Contractor shall be solely responsible for ensuring its Subcontractors' compliance with the terms and conditions of this Agreement made applicable above and to collect and maintain all documentation and current evidence of such compliance. Upon request by MCE, Contractor shall promptly forward to MCE evidence of same. Nothing contained in this Agreement or otherwise stated between the Parties shall create any legal or contractual relationship between MCE and any Subcontractor, and no subcontract shall relieve Contractor of any of its duties or obligations under this Agreement. Contractor's obligation to pay its Subcontractors is an independent obligation from MCE's obligation to make payments to Contractor. As a result, MCE shall have no obligation to pay or to enforce the payment of any monies to any Subcontractor.

9. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor shall keep and maintain on a current basis full and complete records and documentation pertaining to this Agreement and the Services, whether stored electronically or otherwise, including, but not limited to, valuation records, accounting records, documents supporting all invoices, employees' time sheets, receipts and expenses, and all customer documentation and correspondence (the "Records"). Contractor shall retain such Records for at least three (3) years after payment of MCE's final invoice under the CEC Grant Agreement. Records relevant to intellectual property, royalty, repayment, or commercialization obligations shall be retained for at least ten (10) years after payment of MCE's final invoice under the CEC Grant Agreement. MCE, the CEC, the Bureau of State Audits, any other authorized state agency, and/or their designated auditors shall have the right during regular business hours to examine, copy, and audit such Records at reasonable times and may interview Contractor personnel who may reasonably have information related to such Records. Such audit rights shall continue for the applicable retention period specified above. Any review or audit may be conducted on Contractor's premises, or, at MCE's option, Contractor shall provide all Records within a maximum of fifteen (15) days upon receipt of written request from MCE. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings and shall promptly refund any overpayments made by MCE based on undisputed audit findings. Contractor shall require substantially similar audit rights in any subcontract related to the Services.

10. DATA, CONFIDENTIALITY AND INTELLECTUAL PROPERTY:

10.1. DEFINITION OF "MCE DATA". "MCE Data" shall mean all data or information provided by or on behalf of MCE, including but not limited to, customer Personal Information; energy usage data relating to, of, or concerning, provided by or on behalf of any customers; all data or information input, information systems and technology, software, methods, forms, manuals, and designs, transferred, uploaded, migrated, or otherwise sent by or on behalf of MCE to Contractor as MCE may approve of in advance and in writing (in each instance); account numbers, forecasts, and other similar information disclosed to or otherwise made available to Contractor. MCE Data shall also include all data and materials provided by or made available to Contractor by MCE's licensors, including but not limited to, any and all survey responses, feedback, and reports subject to any limitations or restrictions set forth in the agreements between MCE and their licensors.

"Confidential Information" under this Agreement shall have the same meaning as defined in the Marin Clean Energy Non-Disclosure Agreement between the Parties dated **[MONTH, DAY, YEAR]**.

10.2. a) DEFINITION OF "PERSONAL INFORMATION". "Personal Information" includes but is not limited to the following: personal and entity names, e-mail addresses, addresses, phone numbers, any other public or privately-issued identification numbers, IP addresses, MAC addresses, and any other digital identifiers associated with entities, geographic locations, users, persons, machines or networks. Contractor shall comply with all applicable federal, state and local laws, rules, and regulations related to the use, collection, storage, and transmission of Personal Information.

b) INFORMATION PRACTICES ACT COMPLIANCE. Contractor acknowledges that the Services may involve access to confidential information and personal information subject to CEC Grant Agreement. Contractor shall comply with the California Information Practices Act (California Civil Code Sections 1798 et seq.), MCE's Non-Disclosure Agreement, and all applicable requirements relating to the receipt, use, protection, retention, return, destruction, and disclosure of confidential information and personal information. Contractor shall have no ownership, license, or other rights in any personal information received or accessed in connection with the Services except as necessary to perform the Services under this Agreement.

c) CEC SPECIAL TERMS FOR CONFIDENTIAL INFORMATION AND PERSONAL INFORMATION. Before Contractor or any Contractor Party receives any confidential information or personal information from the CEC or a third party for purposes of the CEC Grant Agreement, Contractor shall agree to, comply with, and flow down to all individuals and lower-tier subcontractors, vendors, and project partners with access to such information, the CEC's special terms for confidential information and personal information, including any requirements for an information security program plan and individual nondisclosure agreements. Contractor shall not access, use, disclose, or permit access to such information until MCE confirms in writing that required CEC special terms and access conditions are satisfied.

10.3. **MCE DATA SECURITY MEASURES**. Prior to Contractor receiving any MCE Data, Contractor shall comply, and at all times thereafter continue to comply, in compliance with MCE's Data security policies set forth in MCE Policy 009 (available upon request) and MCE's Advanced Metering Infrastructure (AMI) Data Security and Privacy Policy ("Security Measures") and pursuant to MCE's Confidentiality provisions in Section 5 of the Marin Clean Energy Non-Disclosure Agreement between the parties dated **[DAY MONTH YEAR**] (attached hereto as Exhibit E), and as set forth in MCE Policy 001 - Confidentiality. MCE's Security Measures and Confidentiality provisions require Contractor to adhere to reasonable administrative, technical, and physical safeguard protocols to protect the MCE's Data from unauthorized handling, access, destruction, use, modification or disclosure.

10.4. **CONTRACTOR DATA SECURITY MEASURES**. Additionally, Contractor shall, at its own expense, adopt and continuously implement, maintain and enforce reasonable technical and organizational measures consistent with the sensitivity of Personal Information and Confidential Information including, but not limited to, measures designed to (1) prevent unauthorized access to, and otherwise physically and electronically protect, the Personal Information and Confidential Information, and (2) protect MCE content and MCE Data against unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

10.5. **RETURN OF MCE DATA**. Promptly after this Agreement terminates, (i) Contractor shall securely destroy all MCE Data in its possession and certify the secure destruction in writing to MCE, and (ii) each Party shall return (or if requested by the disclosing Party, destroy) all other Confidential Information and property of the other (if any), provided that Contractor's attorney shall be permitted to retain a copy of such records or materials solely for legal purposes.

10.6. **OWNERSHIP AND USE RIGHTS.**

a) **MCE Data.** Unless otherwise expressly agreed to in writing by the Parties, MCE shall retain all of its rights, title and interest in MCE's Data.

b) **Intellectual Property.** Unless otherwise expressly agreed to in writing by the Parties, any and all materials, information, or other intellectual property created, prepared, accumulated or developed by Contractor or any Contractor Party under this Agreement ("Intellectual Property"), including finished and unfinished inventions, processes, templates, documents, drawings, computer programs, designs, calculations, valuations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, manuals, visual materials, data models and samples, including summaries, extracts, analyses and preliminary or draft materials developed in connection therewith, shall be owned by MCE. MCE shall have the exclusive right to use Intellectual Property in its sole discretion and without further compensation to Contractor or to any other party. Contractor shall, at MCE's expense, provide Intellectual Property to MCE or to any party MCE may designate upon written request. Contractor may keep one file reference copy of Intellectual Property prepared for MCE solely for legal purposes and if otherwise agreed to in writing by MCE. In addition, Contractor may keep one copy of Intellectual Property if otherwise agreed to in writing by MCE.

c) **Intellectual Property shall be owned by MCE upon its creation.** Contractor agrees to execute any such other documents or take other actions as MCE may reasonably request to perfect MCE's ownership in the Intellectual Property. Contractor acknowledges that MCE may be required to provide Intellectual Property, work product, reports, analyses, data, and other materials created under this Agreement to the California Energy Commission ("CEC") in connection with the Grant Agreement. Contractor agrees to execute such documents and grant such rights as may be reasonably necessary to permit MCE to satisfy its obligations to the CEC with respect to such materials.

d) **Contractor's Pre-Existing Materials.** If, and to the extent Contractor retains any preexisting ownership rights ("Contractor's Pre-Existing Materials") in any of the materials furnished to be used to create, develop, and prepare the Intellectual Property, Contractor hereby grants MCE on behalf of its customers, the California Energy Commission, and the CPUC for governmental and regulatory purposes an irrevocable, assignable, non-exclusive, perpetual, fully paid up, worldwide, royalty-free, unrestricted license to use and sublicense others to use, reproduce, display, prepare and develop derivative works, perform, distribute copies of any intellectual or proprietary property right of Contractor or any Contractor Party for the sole purpose of using such Intellectual Property for the conduct of MCE's business and for disclosure to the CPUC for governmental and regulatory purposes related thereto. Unless otherwise expressly agreed to by the Parties, Contractor shall retain all of its rights, title and interest in Contractor's Pre-Existing Materials. Any and all claims to Contractor's Pre-Existing Materials to be furnished or used to prepare, create, develop or otherwise manifest the Intellectual Property must be expressly disclosed to MCE prior to performing any Services under this Agreement. Any such Pre-Existing Material that is modified by work under this Agreement is owned by MCE.

10.7. **EQUITABLE RELIEF.** Each Party acknowledges that a breach of this Section 10 would cause irreparable harm and significant damages to the other Party, the degree of which may be difficult to ascertain. Accordingly, each Party agrees that MCE shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of MCE Data or Personal Information, in addition to any other rights and remedies that it may have at law or otherwise; and Contractor shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of Contractor's Pre-Existing Materials, in addition to any other rights and remedies that it may have at law or otherwise.

11. FORCE MAJEURE:

A Party shall be excused for failure to perform its obligations under this Agreement if such obligations are prevented by an event of Force Majeure (as defined below), but only for so long as and to the extent that the Party claiming Force Majeure ("Claiming Party") is actually so prevented from performing and provided that (a) the Claiming Party gives written notice and full particulars of such Force Majeure to the other Party (the "Affected Party") promptly after the occurrence of the event relied on, (b) such notice includes an estimate of the expected duration and probable impact on the performance of the Claiming Party's obligations under this Agreement, (c) the Claiming Party furnishes timely regular reports regarding the status of the Force Majeure, including updates with respect to the data included in Section 10 above during the continuation of the delay in the Claiming Party's performance, (d) the suspension of such obligations sought by Claiming Party is of no greater scope and of no longer duration than is required by the Force Majeure, (e) no obligation or liability of either Party which became due or arose before the occurrence of the event causing the suspension of performance shall be excused as a result of the Force Majeure; (f) the Claiming Party shall exercise commercially reasonable efforts to mitigate or limit the interference, impairment and losses to the Affected Party; (g) when the Claiming Party is able to resume performance of the affected obligations under this Agreement, the Claiming Party shall give the Affected Party written notice to that effect and promptly shall resume performance under this Agreement. "Force Majeure" shall mean acts of God such as floods, earthquakes, fires, orders or decrees by a governmental authority, civil or military disturbances, wars, riots, terrorism or threats of terrorism, utility power shutoffs, strikes, labor disputes, pandemic, or other forces over which the responsible Party has no control and which are not caused by an act or omission of such Party.

12. TERMINATION:

12.1. If the Contractor fails to provide in any manner the Services required under this Agreement, otherwise fails to comply with the terms of this Agreement, violates any Applicable Law, makes an assignment of any general arrangement for the benefit of creditors, files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it, otherwise becomes bankrupt or insolvent (however evidenced), or becomes unable to pay its debts as they fall due, then MCE may terminate this Agreement by giving five (5) business days' written notice to Contractor.

12.2. REMOVED

12.3. In the event of termination not the fault of the Contractor, the Contractor shall be paid for Services performed up to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s). Notwithstanding anything contained in this Section 12, in no event shall MCE be liable for lost or anticipated profits or overhead on uncompleted portions of the Agreement. Contractor shall not enter into any agreement, commitments or subcontracts that would incur significant cancelation or termination costs without prior written approval of MCE, and such written approval shall be a condition precedent to the payment of any cancellation or termination charges by MCE under this Section 12. Also, as a condition precedent to the payment of any cancellation or termination charges by MCE under this Section 12, Contractor shall have delivered to MCE any and all Intellectual Property (as defined in Section 10.1(b)) prepared for MCE before the effective date of such termination.

12.4. MCE may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.

12.5. Without limiting the foregoing, if either Party's activities hereunder become subject to law or regulation of any kind, which renders the activity illegal, unenforceable, or which imposes additional costs on such Party for which the parties cannot mutually agree upon an acceptable price modification, then such Party shall at such time have the right to terminate this Agreement upon written notice to the other Party with respect to the illegal, unenforceable, or uneconomic provisions only, and the remaining provisions will remain in full force and effect.

12.6. Upon termination of this Agreement for any reason, Contractor shall and shall cause each Contractor Party to bring the Services to an orderly conclusion as directed by MCE and shall return all MCE Data (as defined in Section 10.1(a) above) and Intellectual Property to MCE.

12.7. Notwithstanding the foregoing, this Agreement shall be subject to changes, modifications, or termination by order or directive of the CPUC. The CPUC may from time to time issue an order or directive relating to or affecting any aspect of this Agreement, in which case MCE shall have the right to change, modify or terminate this Agreement in any manner to be consistent with such order or directive.

12.8. Notwithstanding any provision herein to the contrary, Sections 2, 3, 8.4, 9, 10, 12, 15, 16, 17, 18, 19, 20, 21, 22, 24, Exhibit B of this Agreement shall survive the termination or expiration of this Agreement.

13. ASSIGNMENT:

The rights, responsibilities, and duties under this Agreement are personal to the Contractor and may not be transferred or assigned without the express prior written consent of MCE.

14. AMENDMENT; NO WAIVER:
This Agreement may be amended or modified only by written agreement of the Parties. Failure of either Party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

15. DISPUTES:
Either Party may give the other Party written notice of any dispute which has not been resolved at a working level. Any dispute that cannot be resolved between Contractor's contract representative and MCE's contract representative by good faith negotiation efforts shall be referred to Legal Counsel of MCE and an officer of Contractor for resolution. Within 20 calendar days after delivery of such notice, such persons shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If MCE and Contractor cannot reach an agreement within a reasonable period of time (but in no event more than 30 calendar days), MCE and Contractor shall have the right to pursue all rights and remedies that may be available at law or in equity. All negotiations and any mediation agreed to by the Parties are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

16. JURISDICTION AND VENUE:
This Agreement shall be construed in accordance with the laws of the State of California and the Parties hereto agree that venue shall be in Marin County, California.

17. INDEMNIFICATION:
To the fullest extent permitted by Applicable Law, Contractor shall indemnify, defend, and hold MCE and its employees, officers, directors, representatives, and agents ("MCE Parties"), harmless from and against any and all actions, claims, liabilities, losses, costs, damages, and expenses (including, but not limited to, litigation costs, attorney's fees and costs, physical damage to or loss of tangible property, and injury or death of any person) arising out of, resulting from, or caused by: a) the negligence, recklessness, intentional misconduct, fraud of all Contractor Parties; b) the failure of a Contractor Party to comply with the provisions of this Agreement or Applicable Law; or c) any defect in design, workmanship, or materials carried out or employed by any Contractor Party.

18. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:
MCE is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.). Pursuant to MCE's Joint Powers Agreement, MCE is a public entity separate from its constituent members. MCE shall solely be responsible for all debts, obligations, and liabilities accruing and arising out of this Agreement. No Contractor Party shall have rights and nor shall any Contractor Party make any claims, take any actions, or assert any remedies against any of MCE's constituent members in connection with this Agreement.

19. INVOICES; NOTICES:
This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted by email to:

Email Address:	invoices@mcecleanenergy.org

All other notices shall be given to MCE at the following location:

Contract Manager:	
MCE Address:	1125 Tamalpais Avenue
	San Rafael, CA 94901
Email Address:	
Telephone No.:	(415)

Notices shall be given to Contractor at the following address:

Contractor:

Address:

Email Address:

Telephone No.:

20. ENTIRE AGREEMENT; ACKNOWLEDGMENT OF EXHIBITS:
This Agreement along with the attached Exhibits marked below constitutes the entire Agreement between the Parties. In the event of a conflict between the terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement shall govern.

	☒	***Check applicable Exhibits***	**CONTRACTOR'S INITIALS**	**MCE'S INITIALS**
EXHIBIT A.	☒	**Scope of Services**		
EXHIBIT B.	☒	**Fees and Payment**		
EXHIBIT C.	☒	**Labor Code and Prevailing Wage Requirements**		
EXHIBIT D.	☒	**MCE Non-Disclosure Agreement**		

21. SEVERABILITY:
Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provision, will continue in full force and effect and will in no way be impaired or invalidated.

22. INDEPENDENT CONTRACTOR:
Contractor is an independent contractor to MCE hereunder. Nothing in this Agreement shall establish any relationship of partnership, joint venture, employment or franchise between MCE and any Contractor Party. Neither MCE nor any Contractor Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided for herein.

23. TIME:
Time is of the essence in this Agreement and each and all of its provisions.

24. THIRD PARTY BENEFICIARIES:
The Parties agree that there are no third-party beneficiaries to this Agreement either express or implied.

25. FURTHER ACTIONS:
The Parties agree to take all such further actions and to execute such additional documents as may be reasonably necessary to effectuate the purposes of this Agreement.

26. PREPARATION OF AGREEMENT:
This Agreement was prepared jointly by the Parties, each Party having had access to advice of its own counsel, and not by either Party to the exclusion of the other Party, and this Agreement shall not be construed against either Party as a result of the manner in which this Agreement was prepared, negotiated or executed.

27. DIVERSITY SURVEY:

Pursuant to Senate Bill 255 which amends Section 366.2 of the California Public Utilities Code, MCE is required to submit to the California Public Utilities Commission an annual report regarding its procurement from women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises ("WMDVLGBTBE"). Consistent with these requirements, Contractor agrees to provide information to MCE regarding Contractor's status as a WMDVLGBTBE and any engagement of WMDVLGBTBEs in its provision of Services under this Agreement. Concurrently with the execution of this Agreement, Contractor agrees to complete and deliver MCE's Supplier Diversity Survey, found at the following link:_______________________________ (the "Diversity Survey"). Because MCE is required to submit annual reports and/or because the Diversity Survey may be updated or revised during the term of this Agreement, Contractor agrees to complete and deliver the Diversity Survey, an updated or revised version of the Diversity Survey or a similar survey at the reasonable request of MCE and to otherwise reasonably cooperate with MCE to provide the information described above. Contractor shall provide all such information in the timeframe reasonably requested by MCE.

28. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

APPROVED BY Marin Clean Energy:	**CONTRACTOR:**
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

MODIFICATIONS TO STANDARD SHORT FORM

☐ **Standard Short Form Content Has Been Modified**

List sections affected: ***1.1 and 1.2 (added), 2 (modified), 5.4 (modified), 9 (modified), 10.2(b) and (c) (added); 10.6(c) (modified), 10.6(c) (modified), 12.2 (removed)***

Approved by MCE Counsel: ______________________ Date: ____________

EXHIBIT A
SCOPE OF SERVICES

Contractor shall provide the following Services under the Agreement as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

EXHIBIT B
FEES AND PAYMENT SCHEDULE

For Services provided under this Agreement, MCE shall pay Contractor in accordance with the amount(s) and the payment schedule as specified below:

In no event shall the total cost to MCE for the services provided herein exceed the **maximum sum of $,000** for the term of the Agreement.

EXHIBIT C
LABOR CODE AND PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Contract between Contractor and the MCE, to which this Terms for Compliance with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Contractor acknowledges that this Contract is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this document.

3. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Contract are on file at MCE's San Rafael Office and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Contract.

4. The project is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the MCE, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Contract by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the MCE of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Contract, Contractor shall provide MCE with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Contract, Contractor and each of its subcontractors shall submit to the MCE a verified statement of the journeyman and apprentice hours performed under this Contract.

8. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the MCE, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

9. Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to MCE) MCE, its officials, officers, employees, agents and independent contractors serving in the role of MCE officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and

each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with this Contract, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of this Contract.

EXHIBIT D
NON-DISCLOSURE AGREEMENT

Fully Executed Non-Disclosure Agreement Must Be Sent to compliance@mceCleanEnergy.org

This Non-Disclosure Agreement ("Agreement") is entered into by and between Marin Clean Energy ("MCE") and   ("Contractor") as of   ("Effective Date"). As used herein MCE and Contractor may each be referred to individually as a "Party" and collectively as "Parties." The provisions of this Agreement and MCE Policy 001 (Customer Confidentiality) govern the disclosure of MCE's confidential customer information to Contractor ("Disclosure Provisions"). The Parties hereby mutually agree that:

1. Subject to the terms and conditions of this Agreement, current proprietary and confidential information of MCE regarding customers of MCE ("MCE Customers") may be disclosed to Contractor from time to time in connection herewith as provided by the Disclosure Provisions and solely for the purposes set forth on Schedule A. Such disclosure is subject to the following legal continuing representations and warranties by Contractor:

    (a) Contractor represents and warrants that it has all necessary authority to enter into this Agreement, and that it is a binding enforceable Agreement according to its terms;

    (b) Contractor represents and warrants that the authorized representative(s) executing this Agreement is authorized to execute this Agreement on behalf of the Contractor; and

    (c) Contractor confirms its understanding that the information of MCE Customers is of a highly sensitive confidential and proprietary nature, and that such information will be used as contemplated under the Disclosure Provisions solely for the purposes set forth on Schedule A and that any other use of the information is prohibited.

    (d) Contractor represents and warrants that it will implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure, and prohibits the use of the data for purposes not set forth on Schedule A.

2. The confidential and proprietary information disclosed to Contractor in connection herewith may include, without limitation, the following information about MCE Customers: (a) names; (b) addresses; (c) telephone numbers; (d) service agreement numbers; (e) meter and other identification numbers; (f) MCE-designated account numbers; (g) meter numbers; (h) electricity and gas usage (including monthly usage, monthly maximum demand, electrical or gas consumption as defined in Public Utilities Code Section 8380, HP load, and other data detailing electricity or gas needs and patterns of usage); (i) billing information (including rate schedule, baseline zone, CARE participation, end use code (heat source) service voltage, medical baseline, meter cycle, bill cycle, balanced payment plan and other plans); (j) payment / deposit status; (k) number of units; and (l) other similar information specific to MCE Customers individually or in the aggregate (collectively, "Confidential Information"). Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by Contractor or its representatives that are derived from or based on Confidential Information disclosed by MCE, regardless of the form of media in which it is prepared, recorded or retained.

3. Except for electric and gas usage information provided to Contractor pursuant to this Agreement, Confidential Information does not include information that Contractor proves (a) was properly in the possession of Contractor at the time of disclosure; (b) is or becomes publicly known through no fault of Contractor, its employees or representatives; or (c) was independently developed by Contractor, its employees or representatives without access to any Confidential Information.

4. From the Effective Date, no portion of the Confidential Information may be disclosed, disseminated or appropriated by Contractor, or used for any purpose other than the purposes set forth on Schedule A.

5. Contractor shall, at all times and in perpetuity, keep the Confidential Information in the strictest confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. Contractor shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure and prohibits the use of the data for purposes not set forth on Schedule A. Specifically, Contractor shall restrict access to Confidential Information, and to materials prepared in connection therewith, to those employees or representatives of Contractor who have a "need to know" such Confidential Information in the course of their duties with respect to the Contractor program and who agree to be bound by the nondisclosure and confidentiality obligations of this Agreement. Prior to disclosing any Confidential Information to its employees or representatives, Contractor shall require such employees or representatives to whom Confidential Information is to be disclosed to review this Agreement and to agree to be bound by the terms of this Agreement.

6. Contractor shall be liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this Agreement; however, such liability shall not limit or prevent any actions by MCE directly against such employees or representatives for improper disclosure and/or use. In no event shall Contractor or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. Contractor shall immediately notify MCE in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by Contractor or any of its employees or representatives. However, nothing in this Agreement shall obligate the MCE to monitor or enforce the Contractor's compliance with the terms of this Agreement.

7. Contractor shall comply with the consumer protections concerning subsequent disclosure and use set forth in Attachment B to CPUC Decision No. 12-08-045.

8. Contractor acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to MCE and/or MCE Customers, the amount of which may be difficult to assess. Accordingly, Contractor hereby confirms that the MCE shall be entitled to apply to a court of competent jurisdiction or the California Public Utilities Commission for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by Contractor or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the MCE, in law or equity.

9. In addition to all other remedies, Contractor shall indemnify and hold harmless MCE, its officers, employees, or agents from and against all claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys' fees, costs and disbursements) attributable to actions or non-actions of Contractor and/or its employees and/or its representatives in connection with the use or disclosure of Confidential Information.

10. When Contractor fully performs the purposes set forth on Schedule A, or if at any time Contractor ceases performance or MCE requires Contractor cease performance of the purposes set forth on Schedule A, Contractor shall promptly return or destroy (with written notice to MCE itemizing the materials destroyed) all Confidential Information then in its possession at the request of MCE. Notwithstanding the foregoing, the nondisclosure obligations of this Agreement shall survive any termination of this Agreement.

11. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties hereto. This Agreement shall not be assigned, however, without the prior written consent of the non-assigning Party, which consent may be withheld due to the confidential nature of the information, data and materials covered.

12. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations, understandings, communications, correspondence and representations, whether oral or written. This Agreement shall not be amended, modified or waived except by an instrument in writing, signed by both Parties, and, specifically, shall not be modified or waived by course of performance, course of dealing or usage of trade. Any waiver of a right under this Agreement shall be in writing, but no such writing shall be deemed a subsequent waiver of that right, or any other right or remedy.

13. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without reference to its principles on conflicts of laws.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the Effective Date.

CONTRACTOR	**MARIN CLEAN ENERGY**
Signature:	Signature:
Name:	Name:
Title:	Title:
Address:	
Date:	Date:

Fully Executed Non-Disclosure Agreement Must Be Sent to compliance@mceCleanEnergy.org

All Contractors Must Complete the Attached Schedule A

SCHEDULE A
CONTRACTOR PURPOSES

ATTACHMENT 1: RESPONDENT APPLICATION FORM (REQUIRED)

Attachment 1 must be completed. Incomplete submissions or those that are not submitted by the deadline may be disqualified. A separate RFQ will be issued for firms wishing to participate in the VPP as financiers; however, developers wishing to finance their own projects will be prompted to provide information regarding these financing capabilities in Section F of this Attachment.

Respondents who submit information for Section F may receive up to 5 bonus points added to their score. Respondents are encouraged to highlight relevant financing experience where indicated and applicable throughout this application.

SECTION A: RESPONDENT INFORMATION | Pass/Fail

1. Company Information

Please fill in the following table.

Company Information	
Legal Company Name	
Type of Organization (e.g., LLC, Corporation, etc.)	
Primary Point of Contact: Name, Title	
Primary Point of Contact: Phone Number	
Primary Point of Contact: Email Address	
Company Address	
Company Website	
Company Phone Number	
Years in Operation	
State of Incorporation	
Business Registration Number	
Relevant Certifications and Professional Licenses	

2. Financial Solvency and Organizational Stability

Please attach documentation to demonstrate financial solvency and organizational stability sufficient to support customer-facing development.

Attachments:

- Income Statement (required)
- Balance Sheet (required)

SECTION B: RELEVANT PROJECT DEVELOPMENT EXPERIENCE | 30 Points

1. Project Types

Please select all the project types your firm has experience deploying.

- ☐ DERs
- ☐ Energy efficiency
- ☐ Electrification
- ☐ Solar
- ☐ Storage
- ☐ EV/EVSE
- ☐ Heat Pumps
- ☐ HVAC
- ☐ Thermostats
- ☐ Flexible Load
- ☐ Controls/Automation
- ☐ Load Modification
- ☐ Flexible Load
- ☐ Other

If "Storage" is selected, please describe storage type:

If "Other" is selected, please describe:

2. Customer Segments Served

Please select all the customer segments your firm has experience serving.

- ☐ Residential
- ☐ Commercial
- ☐ Industrial
- ☐ Agricultural
- ☐ Water Treatment
- ☐ Public Sector

3. Relevant Projects and References

Please provide information regarding three (3) completed or financially closed projects in California involving the following:

- Distributed energy resources (DERs)
- Load modification technologies
- Energy efficiency, electrification, storage, or advanced controls

Note that experience must include customer-facing project delivery rather than solely advisory or consulting work.

Relevant Project #1	
Project Title	
Contract Dates	
Project Description	
Associated VPP Program, if applicable	
Geography (City, County, State)	
DER Technologies Deployed	
Professional Reference (Name, Title, Phone, Email Address)	
Description of Role in Projects (e.g., developer, EPC, finance, etc.)	
Approximate Contract Value of Respondent's Scope of Work	
Scale of Deployment (e.g., number of customers/sites, MW enrolled, MWh installed, number/type of DER assets)	
Interconnection Pathway(s) Used (e.g., Rule 21, Rule 21 Fast Track, NBT)	
Communication Protocols Used (e.g., OpenADR, IEEE 2030.5, proprietary APIs, OCPP, ModBus, etc.)	
Grid Services Enabled (e.g., DR, RA, energy, ancillary services, etc.)	

Other Relevant Information (e.g., project economics, incentive structures, Pay-for-Performance compensation structure)	
Relevant Project #2	
Project Title	
Contract Dates	
Project Description	
Associated VPP Program, if applicable	
Geography (City, County, State)	
DER Technologies Deployed	
Professional Reference (Name, Title, Phone, Email Address)	
Description of Role in Projects (e.g., developer, EPC, finance, etc.)	
Approximate Contract Value of Respondent's Scope of Work	
Scale of Deployment (e.g., number of customers/sites, MW enrolled, MWh installed, number/type of DER assets)	
Interconnection Pathway(s) Used (e.g., Rule 21, Rule 21 Fast Track, NBT)	
Communication Protocols Used (e.g., OpenADR, IEEE 2030.5, proprietary APIs, OCPP, ModBus, etc.)	
Grid Services Enabled (e.g., DR, RA, energy, ancillary services, etc.)	
Other Relevant Information (e.g., project economics, incentive structures, Pay-for-Performance compensation structure)	
Relevant Project #3	
Project Title	

Contract Dates	
Project Description	
Associated VPP Program, if applicable	
Geography (City, County, State)	
DER Technologies Deployed	
Professional Reference (Name, Title, Phone, Email Address)	
Description of Role in Projects (e.g., developer, EPC, finance, etc.)	
Approximate Contract Value of Respondent's Scope of Work	
Scale of Deployment (e.g., number of customers/sites, MW enrolled, MWh installed, number/type of DER assets)	
Interconnection Pathway(s) Used (e.g., Rule 21, Rule 21 Fast Track, NBT)	
Communication Protocols Used (e.g., OpenADR, IEEE 2030.5, proprietary APIs, OCPP, ModBus, etc.)	
Grid Services Enabled (e.g., DR, RA, energy, ancillary services, etc.)	
Other Relevant Information (e.g., project economics, incentive structures, Pay-for-Performance compensation structure)	

4. Case Studies and/or Descriptions | Optional

Respondents are invited, though not required, to attach case studies or descriptions for relevant projects. Case studies are encouraged to refer to the relevant projects described above or to other projects that can give reviewers a comprehensive understanding of your firm’s capabilities. Please do not exceed 2 pages per case study or description.

Attachments: (optional)

- Relevant Project Case Studies and/or Descriptions (optional)

SECTION C: SAFETY PRACTICES & RECORD | 15 Points

1. Safety Assurance Policies and Procedures

Please describe your firm's Safety Assurance Policies and Procedures:

Written Response: (300 words maximum)

2. Quality Assurance/Quality Control Policies and Procedures

Please describe your company's Quality Assurance/Quality Control Policies and Procedures:

Written Response: (300 words maximum)

3. Safety Performance Record

Please provide your firm's safety performance data for the past three years. Your firm may provide any of the following data types, or any combination thereof:

- Total Recordable Incident Rate (TRIR)
- Days Away, Restricted, or Transferred (DART) rate
- Experience Modification Rate (EMR)
- Other comparable data type

Written Response: (150 words maximum)

4. OSHA Record

Has your company been cited for any Occupational Safety and Health Administration (OSHA) regulation infractions in the last 3 years?

- ☐ Yes
- ☐ No

If "Yes" is selected above, please list those infractions and provide any additional information (dates, explanations, outcomes, etc.).

Written Response: (as applicable)

SECTION D: PREVAILING WAGE & WORKFORCE PRACTICES | 15 Points

1. Prevailing Wage and Workforce Practices

Describe your firm's prevailing wage and workforce practices. Responses may include:

- Experience delivering prevailing wage projects
- Relationship with Engineering, Procurement, and Construction (EPC) contractors and other subcontractors that perform work
- Processes used to ensure prevailing wage compliance, such as payroll tracking and worker classifications
- Use of registered apprenticeship programs or workforce development initiatives
- Any labor practices or workforce efforts that exceed applicable legal requirements

Written Response: (300 words maximum)

SECTION E: OEM & AGGREGATOR INTEGRATIONS | 10 Points

1. Integration with OEMs or Aggregators

If applicable, please list all OEMs and/or Aggregators that your firm has integrated with in past deployments. Responses should highlight the product types and manufacturers MCE can expect you to deploy in the VPP. Respondents are encouraged to list any equipment they have experience controlling, monitoring, collecting telemetry data from, and communicating with. While OpenADR certification is not a requirement, please indicate whether these OEMs or Aggregators have attained OpenADR certification for these assets. Please add rows as needed.

Company Name	OEM or Aggregator	Product Type	OpenADR Certified? (Y/N)

2. OpenADR Certifications | Optional

If available, please attach OpenADR documentation or certification.

Attachment: (optional)

- OpenADR Documentation or Certification (optional)

SECTION F: FINANCING CAPABILITY | *5 Bonus Points*

1. Financing Capabilities and Interest

Would your firm be capable of and interested in providing financing for projects it develops through MCE's VPP?

- ☐ Yes, we would be capable of and interested in financing our own projects Including through partnerships with external funders.
- ☐ No, we would not be capable of or interested in financing our own projects.

Please note that "No" is an acceptable response. If "No" is selected, please skip the following questions and proceed to Section G.

2. Financing Mechanisms Used

Please select all financing mechanisms your firm has experience with.

In-House Mechanisms

- ☐ Leases
- ☐ PPAs
- ☐ EaaS
- ☐ Other

External Mechanisms

- ☐ Leases
- ☐ PPAs
- ☐ EaaS
- ☐ Third-Party Capital
- ☐ Tax/Equity Financing
- ☐ Other

If "Other" is selected above, please briefly describe and indicate whether this response applies to in-house or external financing mechanisms:

3. Financing Experience

Please describe your firm's financing experience.

Written Response: (300 words maximum)

4. Financing Case Studies and/or Descriptions | Optional

Respondents are invited, though not required, to attach case studies or descriptions for the financing mechanisms selected above. Case studies are encouraged to refer to the relevant projects described above or to other projects that can give reviewers a comprehensive understanding of your firm's capabilities. Please do not exceed 1 page per case study or description.

Attachments: (optional)

- Financing Case Studies and/or Descriptions (optional)

SECTION G: OPENADR EXPERIENCE | *5 Bonus Points*

1. OpenADR Experience

Describe your experience implementing OpenADR. Include a list of utilities or programs where applicable. Please note that this section is optional.

Written Response: (optional, 200 words maximum)

SECTION H: LABOR COMPLIANCE | Pass/Fail

Any project or facility upgrade that receives direct CEC grant funding administered by MCE are required to demonstrate compliance with all applicable State of California prevailing wage requirements, as determined under California Labor Code and related regulations. For such projects, all selected Engineering, Procurement, and Construction (EPC) contractors and any subcontractors performing covered work must be properly registered and in good standing with the California Department of Industrial Relations (DIR) and must comply with all associated reporting, certification, and labor compliance obligations.

1. Labor Compliance Affirmation

Does your firm acknowledge that projects receiving MCE-administered grant funding must abide by California prevailing wage and DIR registration requirements?

- ☐ Yes
- ☐ No

Does your firm acknowledge that, for projects receiving MCE-administered grant funding, all EPC contractors and subcontractors must be properly registered with DIR?

- ☐ Yes
- ☐ No

Is your firm able to ensure that required labor reporting and compliance documentation is completed?

- ☐ Yes
- ☐ No

Does your firm acknowledge that projects not receiving MCE grant funding remain subject to all other applicable labor laws?

- ☐ Yes
- ☐ No

2. Department of Industrial Relations Registration

Please indicate your firm's current DIR registration status. Note that registration is required for all contracted developers but is not required at the time of application.

- ☐ Registered
- ☐ Not registered

If "Registered" is selected above, please attach proof of DIR registration.

Attachment: (if applicable)

- DIR Registration (if applicable)

SECTION I: INSURANCE, LEGAL, & AFFIRMATIONS | Pass/Fail

1. Insurance

Please check all that apply. Note that insurance is required for all contracted developers but is not required at the time of application.

- ☐ We are currently insured at or above the required levels for this solicitation as outlined in the RFQ.
- ☐ We will provide proof of insurance at or above the required levels prior to contract execution.

Attachments: (if coverage is already obtained)

- Certificate of Insurance with confirmation of adequate coverage, including:
    - Commercial General Liability ($2,000,000 per occurrence, $4,000,000 aggregate for bodily injury and property damage),
    - Motor Vehicle Liability Insurance ($1,000,000),
    - Workers' Compensation and Employer's Liability Insurance (per statute),
    - Privacy and Cybersecurity Liability ($5,000,000) per occurrence

2. Legal

Please check all that apply:

- ☐ We are comfortable committing to the terms included in the draft Standard Form Agreement without modification.
- ☐ We request modifications to the Standard Form Agreement, as indicated in the attached Redlined/Annotated Copies of those documents.

Attachment: (if applicable)

- Redlined Standard Form Agreement and/or Detail of Requested Changes (Appendix F) (if applicable)

3. Affirmations

Does your firm recognize that any aggregations developed by your firm through the implementation of this program will be owned and operated by MCE?

☐ Yes
☐ No

Does your firm commit to completing MCE's OpenADR integration, testing, and validation procedure prior to production enrollment?

☐ Yes
☐ No

Is your firm willing to coordinate with other VPP Partners, MCE program staff, and third-party measurement and verification providers to share the project-level data necessary to support program tracking, VPP enrollment, performance validation, and P4P compensation frameworks?

☐ Yes
☐ No

Does your firm agree with MCE's value-sharing framework, wherein value generated by the VPP is shared among VPP Partners, participating customers, and MCE?

☐ Yes
☐ No

Is your firm willing to enter into MCE's non-disclosure agreement (NDA), confidentiality agreements, customer-facing contracts (e.g., developer, construction, and financing agreements), or other program participation agreements?

☐ Yes
☐ No

Is your firm able to support projects through customer communication, installation, commissioning, and early operation periods through the implementation of this Agreement for 5- to 7-year terms?

☐ Yes
☐ No

4. Legal or Regulatory Action Disclosure

Does your firm attest that there are no known, unresolved legal or regulatory actions that would materially impair project delivery?

- ☐ No known unresolved legal or regulatory actions
- ☐ Legal or regulatory actions exist

If "Legal or regulatory actions exist" is selected above, please describe:

SECTION J: ATTESTATION | Pass/Fail

By submitting this application, respondent certifies that all information provided is accurate and complete to the best of their knowledge.

ATTACHMENT 2: PROPOSAL FORM | 30 POINTS

Respondents should create a clear, concise narrative proposal that describes their proposed approach to developing customer-sited distributed energy resources (DER) for enrollment in MCE's Virtual Power Plant (VPP). Respondents are encouraged to review the high-level market assessment provided in Appendix A to support proposal development. Proposals should not exceed 10 pages.

Respondents should address the following topics, as applicable, consistent with the Developer Qualification Requirements.

Respondents are encouraged to consider and incorporate the following topics:

Customer Acquisition Approach and Ongoing Support | 10 Points

- Customer acquisition process, including sales channel and outreach process , with attention to disadvantaged, low-income, and underserved customers.
- Opportunities to enroll existing DERs within MCEs service area
- Proposal document preparation, including pro forma and project economics report
- Customer onboarding support (e.g., enrollment, data consent, enrollment documentation, and education on VPP participation requirements)
- Customer ownership model (if applicable)
- Post-installation Asset Management Programs (AMP), including ongoing maintenance, customer support, monitoring, and operations
- Customer savings or performance guarantees, if offered, including key assumptions and limitations

Financing Approach | 5 Points

- Financing strategy, e.g., supporting customers in securing financing, origination, or in-house financing mechanisms
- If using in-house financing mechanisms, please provide information regarding:
    - In-house financing mechanism(s) or approach(es) (e.g., PPA, EaaS, loan, lease)
    - Ownership model(s)
    - Borrower eligibility requirements
    - Customer upfront cost
    - Indicative range of price of capital, loans, and/or financing rates and fees
    - Payment terms (i.e., length, default provisions)
    - Payment or performance bonding (if applicable)

Technical Approach | 10 Points

- Technologies and equipment deployed, including system design/architecture
- Implementation Strategy, including:
    - Site assessment
    - Permitting and applicable CEC project eligibility and CEQA exemption screening
    - Engineering, Procurement, and Construction (EPC) / Installation management, including applicable labor compliance
    - Interconnection
    - Integration
    - Commissioning and testing
- Innovations
- Risk identification and mitigation, including but not limited to general performance risk, project delays or cancellation, permitting delays, fires, and other public safety risks

Project Management Approach | 5 Points

- Project organization, including roles and responsibilities of key personnel
- Project schedule, including major technical phases, milestones, dependencies, and work sequencing
- Data sharing and coordination approach, including applicable tools and formats and protection of customer information
- Budget management
- Quality assurance/quality control
- Communication and coordination with MCE and designated partners, including review periods and meetings, accountability, and transparency
- Reporting, data/file sharing, and document management to support applicable MCE and CEC reporting and verification requirements.

ATTACHMENT 3: APPLICATION COMPLETION CHECKLIST (REQUIRED)

To complete proposals, respondents shall:

- ☐ Review MCE's Standard Form Terms, Conditions, and Requirements (Appendix F) with your legal department. If Respondent requires any deviations from these contract terms, Respondent must attach a redlined contract and/or detail of requested changes with sufficient detail explaining the need for such an edit.
- ☐ Compile the following application materials:
  - ☐ Respondent Application Form (Attachment 1)
  - ☐ Narrative Proposal, *not to exceed 10 pages* (instructions in Attachment 2)
  - ☐ Additional Attachments, as required:
    - ☐ Income Statement (required)
    - ☐ Balance Sheet (required)
    - ☐ Relevant Project Case Studies and/or Descriptions (optional)
    - ☐ OpenADR Documentation or Certification (optional)
    - ☐ Financing Case Studies and/or Descriptions (optional)
    - ☐ DIR Registration (if applicable)
    - ☐ Certificate of Insurance confirming adequate coverage, or confirmation that adequate coverage will be obtained prior to contract execution
    - ☐ Redlined Standard Form Terms, Conditions, and Requirements and/or Detail of Requested Changes (Appendix F) (if applicable)
  - ☐ Application Completion Checklist (Attachment 3)
- ☐ Submit all application materials via the following Egnyte upload link, in either .pdf or .docx (Word) file format:

  https://mea.egnyte.com/ul/nhxMhByD67

  Egnyte will prompt the following required fields:
  - Name: List company name
  - Email Address: List email address of the contract submitting the response
  - Company Name: Leave blank

- ☐ Submit all responses no later than 4:00 p.m. PDT on Sunday, October 18, 2026.