

Part A
Standard Contract Terms and Conditions

A. Eligibility (Type of Business, License Requirements, Insurance and Bonding Requirements, Etc.)

1. Licensing. At all times during the performance of the Services, Contractor represents, warrants and covenants that it has and shall, and shall cause each of its employees, agents, representatives, and subcontractors and all other persons performing the Services on behalf of the Contractor (“Contractor Party”) to, obtain and maintain, at its sole cost and expense, all required licenses 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 Company at the request of Company.

2. Performance Assurance; Bonding. At all times during the performance of the Services, Contractor providing any direct installation services represents, warrants and covenants that it has and shall, and shall cause each Contractor Party to, obtain and maintain, at its sole cost and expense, all bonding requirements of the California State License Board, as may be applicable. Contractor shall also maintain any payment and/or performance assurances as may be requested by Company during the performance of the Services.

3. Insurance. At all times during the performance of the Services, Contractor represents, warrants and covenants that it has and shall, and shall cause each Contractor Party to, obtain and maintain, at its sole cost and expense, the insurance coverage requirements specified in Schedule A – SoCalGas General Terms and Conditions.

4. Good Standing. Contractor represents and warrants that (a) it is a [*corporation/limited liability company/partnership*] duly organized, validly existing and in good standing under the laws of the State of [*Insert State of organization*], and (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to engage in the business it presently conducts and contemplates conducting, and 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.

5. Financial Statements. Contractor shall deliver financial statements on an annual basis or as may be reasonably requested by Company 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. Company shall keep such information confidential if requested by Contractor, except provision to the Commission may be required from time to time under confidentiality procedures, where applicable.

B. Safety Requirements

1. Safety. During the term of this Agreement, Contractor represents, warrants and covenants that it shall, and shall cause each Contractor Party to:

- (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 Company security procedures, rules and regulations and cooperate with Company security personnel whenever on Company's property;
- (c) abide by Company's standard safety program contract requirements as may be provided by Company 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; and
- (e) have in place an effective Injury and Illness Prevention Program that meets the requirements all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code.

Additional safety requirements (including Company's standard safety program contract requirements) are set forth elsewhere in the Agreement, as applicable, and in Company's safety handbooks as may be provided by Company to Contractor from time to time.

2. Background Checks.

- (a) Contractor hereby represents, warrants and certifies that any personnel of Contractor or Contractor Party, and their representatives and agents, having or requiring access to Company's assets, premises, or 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 year period immediately preceding the individuals' date of assignment to the project.
- (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 the project, or at any time after the individual's date of, assignment to the project, 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 Company for audit if required pursuant to the audit provisions of this Agreement.
- (d) To the extent permitted by applicable law, Contractor shall notify Company if any of its Covered Personnel is charged with or convicted of a Serious Offense during the term of this Agreement. Contractor will also immediately prevent that employee, representative, or agent from performing any Services.

3. 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 their work properly and safely. Contractor shall, and shall cause its subcontractors to, have policies in place that require their employees 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.

C. Dispute Resolution Process

1. 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 Company's contract representative by good faith negotiation efforts shall be referred to the Director of Supply Management of Company 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 Company and Contractor cannot reach an agreement within a reasonable period of time (but in no event more than 30 calendar days), Company and Contractor shall have the right to pursue all rights and remedies that may be available at law or in equity. In particular, Contractor shall have right to request arbitration or mediation to resolve the dispute and Company shall be required to participate in arbitration or mediation in good faith. 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.
2. Governing Law. This Agreement shall be governed by the internal laws of the State of California, with reference to its conflict of laws principles.
3. Venue. In the event of any litigation to enforce or interpret any terms of this Agreement, such action shall be brought in a Superior Court of the State of California located in Los Angeles County (or if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Southern District of California), and the parties hereby submit to the exclusive jurisdiction of such courts.

D. Termination Process

1. Event of Default. An "Event of Default" shall mean, with respect to a Party ("Defaulting Party"), the occurrence of any one or more of the following:
 - (a) With respect to either Party:
 - (i) the failure to perform any material covenant, obligation, term or condition of this Agreement (except to the extent constituting a separate Event of Default), including without limitation the failure to make, when due, any undisputed payment required to be made by such Party, if such failure is not remedied within thirty (30) calendar days of Notice of such breach by the Non-Defaulting Party;
 - (ii) such Party becomes insolvent, generally does not pay its debts as they become due, makes a general assignment for the benefit of creditors, or commences any action seeking reorganization or receivership under any bankruptcy, insolvency, reorganization or similar law for the relief of creditors or affecting the rights or remedies of creditors generally; or

- (iii) such Party disaffirms, disclaims, rejects (in whole or in part), or challenges the validity of this Agreement.
- (b) With respect to Contractor:
 - (i) any representation or warranty made by Contractor or Contractor Party to any person or entity (including, without limitation, a member of the public, a customer of Company, or a governmental authority) or in this Agreement is false or misleading in any material respect when made or when deemed made or repeated if the representation or warranty is continuing in nature;
 - (ii) any legal action is made or commenced against Contractor or Contractor Party which, in Company's opinion, may interfere with the performance of the Services;
 - (iii) Contractor or any Contractor Party commits any material act of dishonesty, fraud, misuse of funds, or misrepresentation of Company's administration of this Agreement;
 - (iv) Company becomes aware of a public safety issue arising out of or related to Contractor's or Contractor Party's administration or performance of this Agreement;
 - (v) Contractor assigns, subcontracts, or transfers this Agreement or any right or interest herein except in accordance with Schedule A – Additional Terms and Conditions;
 - (vi) Contractor fails to maintain the insurance coverage required of it in accordance with Schedule A – Additional Terms and Conditions;
 - (vii) Contractor fails to satisfy the collateral requirements set forth in Schedule A – Additional Terms and Conditions, if any, including failure to post and maintain the performance assurance requirements set forth in this Agreement;
 - (viii) Contractor breaches any obligation of confidentiality or its obligations under Schedule A – Additional Terms and Conditions; or
 - (ix) Contractor fails to achieve the minimum performance standards set forth in Schedule B – Scope of Work, provided that such failure continues for sixty (60) days following receipt of written notice of such failure.

2. Termination for Cause. If an Event of Default shall have occurred with respect to a Party, the other Party (the "Non-Defaulting Party") shall have one or more of the following rights:

- (a) To designate by Notice, which will be effective no later than twenty (20) calendar days after the Notice is received, the early termination of this Agreement (an "Early Termination Date");
- (b) withhold any payments due to the Defaulting Party under this Agreement;

- (c) Suspend performance of Services under this Agreement (but excluding, for the avoidance of doubt, the obligation to post and maintain performance security] in accordance with Schedule A – Additional Terms and Conditions, if applicable, and the obligation to obtain and maintain the insurance requirements in accordance with Schedule A – Additional Terms and Conditions; and
 - (d) To pursue all remedies available at law or in equity against the Defaulting Party (including monetary damages), except to the extent that such remedies are limited by the terms of this Agreement.
3. Termination/Modification by CPUC Order. This Agreement shall be subject to changes, modifications, or termination by order or directive of the California Public Utilities Commission (“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 Company shall have the right to change, modify or terminate this Agreement in any manner to be consistent with such CPUC order or directive.
- (a) Company shall be liable to Contractor for the compensation earned on services satisfactorily performed prior to the effective date of termination, plus documented and verifiable costs (such as demobilization costs) reasonably incurred by Contractor in terminating the services. Contractor shall mitigate its damages to minimize its claim, if any, against Company.
 - (b) Notwithstanding anything contained in this Section D.3, in no event shall Company be liable for lost or anticipated profits or overhead on uncompleted portions of the Services. Contractor shall not enter into any agreement, commitments or subcontracts that would incur significant cancellation or termination costs without prior written approval of Company, and such written approval shall be a condition precedent to the payment of any cancellation or termination charges by Company under this Section D.3 Also as a condition precedent to the payment of any cancellation or termination charges by Company under this Section D.3, Contractor shall have delivered to Company any and all reports, drawings, documents and deliverables prepared for Company before the effective date of such cancellation or termination.
 - (c) Contractor shall have right to request arbitration or mediation to resolve particulars of the above provisions should they not result in reasonable compensation based on terms of original Agreement, and Company shall be required to engage in mediation or arbitration in good faith upon such a request (See Section C).
4. Conclusion of Work. Upon Company’s 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 Company. Contractor and each Contractor Party shall vacate the worksite but shall not remove any material, plant or equipment thereon without the approval of Company. Company, at its option, may take possession of any portion of the Services paid for by Company.

Part B
Required Modifiable Contract Terms
and Conditions

A. Workforce Standards and Quality Installation Procedures

1. Workforce Standards.

At all times during the term of the Agreement, Contractor shall comply with, and shall cause its employees, agents, representatives, subcontractors, independent contractors, and all other persons performing the Services on Contractor's behalf ("Contractor Party") to comply with, the workforce qualifications, certifications, standards and requirements set forth in Section A. The Workforce Standards shall be included in their entirety in Contractor's Final Implementation Plan. Prior to commencement of any Services, once per calendar year, and at any other time as may be requested by Company, Contractor shall provide all documentation necessary to demonstrate to Company's reasonable satisfaction that Contractor has complied with the Workforce Standards.

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

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

- (i) Completed an accredited HVAC apprenticeship.
- (ii) Is enrolled in an accredited HVAC apprenticeship.
- (iii) Completed at least five years of work experience at the journey level according to the Department of Industrial Relations definition, Title 8, Section 205, of the California Code of Regulations, passed a practical and written HVAC system installation competency test, and received credentialed training specific to the installation of the technology being installed.
- (iv) Has a C-20 HVAC contractor license issued by the California Contractor's State Licensing Board.

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

(b) **For Advanced Lighting Control Programs or Projects:**

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

2. Quality Assurance Procedures.

Contractor shall comply with the following requirements (the "Quality Assurance Procedures"):

The Quality Assurance Procedures must be sufficiently robust to ensure that each Program Project, each Measure, and the Proposed Program complies with Applicable Laws (as defined in Schedule A – SoCalGas General Terms and Conditions). Additionally, Quality Assurance Procedures must include, but are not limited to: (i) industry standard best practices; and (ii) procedures that ensure Measure functionality, customer satisfaction, and that the Minimum Qualifications are satisfied.

B. Progress and Evaluation Metrics1. Final Implementation Plan.

The Parties shall finalize a Final Implementation Plan in accordance with the Draft Implementation Plan. The Final Implementation Plan will be posted to the relevant CPUC website by Company no later than sixty (60) days following the Effective Date of this Agreement. The Final Implementation Plan shall be consistent with the terms and conditions of the Agreement.

2. Key Performance Indicators.

Contractor shall use commercially reasonable efforts to meet the Key Performance Indicators ("KPIs") for the Program attached hereto as Attachment 8. Contractor shall provide to Company all documentation and accurate data needed to demonstrate compliance with each KPI and to calculate satisfaction of each KPI, at the frequency stipulated in the Final Implementation Plan or as reasonably requested by Company. Company shall review Contractor's performance in achieving each KPI once per calendar quarter or as otherwise deemed necessary by Company. If Company determines that Contractor does not meet one or more of its KPIs, then, in addition to and without limiting any and all remedies available to Company as provided in this Agreement, Contractor shall provide Company with an action plan detailing the reasons why the KPI(s) were not achieved and the steps (and timeline for those steps) Contractor will take to remediate and achieve its KPI(s) in a timely manner.

3. Other Program Metrics.

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

C. Contract Term/Length1. Term.

The "Term" of this Agreement shall commence upon the Effective Date and shall continue for three years, unless terminated earlier in accordance with the terms of this Agreement.

"CPUC Approval" means a decision of the CPUC that (i) is final and no longer subject to appeal, which approves the Agreement in full and in the form presented on terms and conditions acceptable to Company in its sole discretion, including without limitation terms and conditions related to cost recovery and cost allocation of amounts paid to Contractor under the Agreement; (ii) does not contain conditions or modifications unacceptable to Company or Contractor; and (iii) finds that the Agreement satisfies the requirements in Decision 18-10-008.

D. Diverse and Disadvantaged Business and Employee Terms, Including Small Businesses, if Applicable(a) **Definitions**

- (i) "Diverse Business Enterprise" means a diverse business enterprise, which shall consist of SBEs and women, minority, disabled veteran, lesbian, gay, bisexual, or transgender business enterprises, as more particularly set forth in CPUC General Order 156.
- (ii) "SBE" means a "small business enterprise" as defined in Title 2, Section 1896.12, of the California Code of Regulations.

(iii) “Disadvantaged Worker” “Disadvantaged Worker” means a worker that meets at least one of the following criteria: lives in a household where total income is below 50 percent of Area Median Income; is a recipient of public assistance; lacks a high school diploma or GED; has previous history of incarceration lasting one year or more following a conviction under the criminal justice system; is a custodial single parent; is chronically unemployed; has been aged out or emancipated from the foster care system; has limited English proficiency; or lives in a high unemployment ZIP code that is in the top 25 percent of only the unemployment indicator of the CalEnviroScreen Tool.

(b) Diverse Business Enterprises

Contractor agrees to comply, and to require all Contractor Parties to comply, with Company’s DBE policy as may be provided by Company from time to time. Contractor shall provide a copy of such policy to each Contractor Party and report any DBE information to Company at the interval specified in the policy.

(c) Disadvantaged Workers

Contractor agrees to comply, and to require all Contractor Parties to comply, with the Disadvantaged Worker requirements set forth in the Final Implementation Plan. Contractor shall provide a copy of such requirements to each Contractor Party and report any Disadvantaged Worker information to Company at the interval specified in the Agreement.

E. Payment Schedule and Terms, Including Pay-for-Performance Payment Provisions

1. Payment Terms.

Table xx: Payment Terms

Contract Payment Category	Description	Proportion of Total Contract Value (%)	Contract Value by Category (\$)	Performance Security Rate (%)	Performance Security Amount (\$)
Program Implementation (A)	Funds paid to Contractors through monthly Time and Material invoicing for marketing, communications, and program administration activities	A% [Contractor to Designate]	\$A = [Total Contract Value x A%]	AX % [IOU to Designate]	\$AX = [A x AX%]

Contract Payment Category	Description	Proportion of Total Contract Value (%)	Contract Value by Category (\$)	Performance Security Rate (%)	Performance Security Amount (\$)
Deemed Savings (B)	Payments in this category are dispersed to Contractors upon the successful completion and verification of program measure installations.	B% [Contractor to Designate]	\$B = [Total Contract Value x B%]	BX% [IOU to Designate]	\$BX = [\$B x BX%]
Custom Savings (C)	Payments to Contractors are tied to specific project installations and split between pre-installation customer commitment milestones and a post- installation measurement and verification (M&V) true-up of delivered net lifecycle energy savings. True-up provisions may include performance security to be posted by the Contractor.	C% [Contractor to Designate]	\$C = [Total Contract Value x C%]	CX% [IOU to Designate]	\$CX = [\$C x CX%]

Contract Payment Category	Description	Proportion of Total Contract Value (%)	Contract Value by Category (\$)	Performance Security Rate (%)	Performance Security Amount (\$)
Meter-Based Savings (D)	Payments to Contractors are tied to post installation measurement and verification of delivered net lifecycle energy savings at pre-determined measurement intervals. May include true-up provisions, as applicable, along with performance security to be posted by the Contractor.	D% [Contractor to Designate]	\$D = [Total Contract Value x D%]	DX% [IOU to Designate]	\$DX = [\$D x DX%]
		(A%+B%+C% +D%) =100	SUM (\$A+\$B+\$C+\$ D)		
				Performance Security Deposit (E)	SUM (\$AX+\$BX+\$CX+\$DX)

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

Contractor shall:

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

Throughout the Term, Company may identify new net lifecycle energy savings estimates, net-to-gross ratios, effective useful lives, or other values that may alter Program Net Lifecycle Energy Savings. Contractor shall use modified values upon Company's request, provided Company modifies Contractor's Program budget and/or overall Program net lifecycle Energy Savings consistent with the requested change. Company will determine any budget increases or decreases in its sole discretion.

For Programs claiming to-code savings:

Contractor shall comply with Applicable Law and work with Company to address elements in its Program designs and Implementation Plans, such as:

1. Identifying where to-code savings potential resides;
2. Specifying which equipment types, building types, geographical locations, and/or customer segments promise cost-effective to-code savings;
3. Describing the barriers that prevent code-compliant equipment replacements;
4. Explaining why natural turnover is not occurring within certain markets or for certain technologies; and
5. Detailing the program interventions that would effectively accelerate equipment turnover.

G. Coordination with Other Program Administrators

Contractor shall coordinate with other Program Administrators administering energy efficiency, water efficiency, environmental improvement measures or clean energy programs in the same geographic area as Company. These other Program Administrators include:

[list PAs and geographic and program area overlaps]

The California Public Utilities Commission may develop further rules related to coordination between Program Administrators in the same geographic area, and any Contractor is required to comply with such rules.

H. Data Collection and Ownership Requirements

1. "Company Data" shall mean all data or information provided by or on behalf of Company, including but not limited to, customer personally identifiable 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, manual's, and designs, transferred, uploaded, migrated, or otherwise sent by or on behalf of Company to Contractor as Company 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. Company Data shall also include all data and materials provided by or made available to Contractor by Company'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 Company and their licensors.

Prior to Contractor receiving any Company Data, Contractor shall comply, and at all times thereafter continue to comply, in compliance with Company's Data security policies set forth in Attachment 4 ("Information Security Requirements") and pursuant to Company's Confidentiality provisions in Schedule A – SoCalGas General Terms and Conditions. Company's Data Security Measures and Confidentiality provisions require Contractor to adhere to reasonable administrative, technical, and physical safeguard protocols to protect the Company's Data from unauthorized handling, access, destruction, use, modification or disclosure.

2. Ownership and Use Rights.

- (a) Company Data. Unless otherwise expressly agreed to by the Parties, Company shall retain all of its rights, title and interest in Company's Data.
- (b) Program Intellectual Property. Unless otherwise expressly agreed to by the Parties, any and all materials, information, or other work product created, prepared, accumulated or developed by Contractor or any Contractor Party under this Agreement with Program funds ("Program Intellectual Property"), including, , inventions, processes, templates, documents, drawings, computer programs, designs, calculations, 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, will be owned by Company upon its creation. Contractor agrees to execute any such other documents or take other actions as Company may reasonably request to perfect Company's ownership in the Program Intellectual Property.
- (c) 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 Program Intellectual Property, Contractor hereby grants Company and the Program Participants on behalf of their respective customers 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 Program Intellectual Property for the conduct of Company'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 Program Intellectual Property must be expressly disclosed to Company prior to performing any Services under this Agreement. Any such Pre-Existing Material that is modified by work under this Agreement may not automatically be claimed as owned by Company.

3. Billing, Energy Use, and Program Tracking Data.

Contractor shall comply with and timely cooperate with all CPUC directives, activities, and requests regarding the Program and Project evaluation, measurement, and verification (EM&V).

Contractor shall make available to Company upon demand, detailed descriptions of the program, data tracking systems, baseline conditions, and customer data, including financial assistance amounts.

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

4. Access to Customer Sites.

Contractor shall be responsible for obtaining any and all access rights 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 Company and CPUC employees, representatives, designees and contractors to inspect the Services.