Public Service Commission of Wisconsin
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AMENDMENT NO. 1
TO CONTRACT FOR SERVICES
Between
Statewide Energy Efficiency and Renewables Administration, Inc.
and
Aptim Government Solutions, LLC

This Amendment No. 1 (the "Amendment) to Contract No. 9501-FE-123 is entered into and effective as of the 1st day of April, 2019 (the "Effective Date"), by and between Statewide Energy Efficiency and Renewables Administration, Inc. ("SEERA") and Aptim Government Solutions, LLC ("APTIM,"), and together with SEERA, the ("Parties).

WHEREAS, SEERA and APTIM entered into the Contract for Services (No. 9501-FE-123) effective as of December 29, 2018 (the "Contract").

WHEREAS, pursuant to the Contract, APTIM is the Program Administrator for the Focus on Energy programs which are statewide energy efficiency and renewable energy programs under Wis. Stat. § 196.374(2)(a) (the "Programs").

WHEREAS, the parties are now entering into this Amendment for the purpose of making the Contract consistent with current operation of the Programs based on Public Services Commission action.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree to amend the Contract, as follows:

1. **Section 2, "Main Agreement," Definitions.**

   a. Subsection X "Personal Information" shall be amended as follows:

      Line 10, insert "and/or" before (iv)
      Line 11, delete in its entirety (iiv), "… and/or (iiv) any information that may be associated with a Focus on Energy Customer including any unique identifying number, characteristic, code or combination that allows identification of an individual or business."

   b. Subsection Y "Privacy Laws." Delete Subsection Y "Privacy Laws" it in its entirety and replace it with a new definition to mean federal statutes and regulations, Wisconsin statutes, case law (e.g. tort claims unrelated to statute), Public Service Commission of Wisconsin (PSCW) regulations and orders, and local data privacy or security statutes, order of court, or regulations.

   c. Insert three (3) new Definitions as follows:

      i. Subsection PP "Customer Information." Customer Information means any "Personal

Information" that may be associated with a Focus on Energy Customer and is considered Confidential Information, unless otherwise specified. Any unique identifying number, characteristic, code or combination that allows identification of an individual or business is considered Confidential Information. Examples of this include but are not limited to the following:

- Social Security Number (SSN)
- Federal Employee Identification Number (FEIN)

Or any combinations of the following information that is not publicly available:

- Customer name
- Primary, payment, or tax addresses
- Telephone or fax numbers
- Email addresses
- Utility account numbers
- Customer's Energy Usage Information

ii. Subsection QQ "The Grid." The Grid means the Focus on Energy SharePoint intranet site (secured platform) used by Focus on Energy stakeholders, owned by SEERA and administered by the Program Administrator.

iii. Subsection RR "Vendor(s)." Vendor means entities that receive a contract to provide goods or services within the ordinary course of business and whose performance is not directly tied to the primary scope of the Contractor or Program Implementer contract.

2. Attachment B, "Scope of Work—Business Portfolio"

Insert new section 4.3.6, "Propane initiative," for the added scope of work for the Agriculture, Schools and Government Program.

4.3.6 ***Propane Initiative***
As recorded in the Memorandum of Understanding (MOU) between SEERA and the PSC, OEI dated February 27, 2019 (*see* Exhibit A), the Administrator will oversee this initiative and coordinate implementation activities with the Implementer.

Insert new section 4.4.2, under Design Assistance Program:

4.4.2 ***WE Energies Voluntary Design Assistance Program (VDAP)***
This Voluntary Program allows for additional availability of the Design Assistance Program for WE Energies Customers, if Customer demand exceeds the allocated Focus on Energy DAP budget. The offering is a modified version of the Design Assistance Program, as recorded in the MOU between SEERA and WE Energies (Wisconsin Electric Power Company and Wisconsin Gas, LLC), executed February

19, 2019 (*see* Exhibit B). The Administrator will oversee this initiative and coordinate implementation activities with the Implementer.

3. Attachment E, "Compensation, Payment, and Performance Bonus"

Section 2.2.1 is amended as follows:

2.2.1 Program Administrator costs are to be tracked in two categories: Administrative and Technical and Customer Support. Administrative Costs are those costs not directly associated with a specific program activity but which are necessary to the development and administration of programs, including record keeping, payroll, accounting, auditing, billing, business management, budgeting and related activities, overhead allocation and other costs necessary to direct the organization of the program, but do not include program evaluation.

Section 2.3.1 is amended as follows:

i. Program Administrator shall be responsible for payment of all Subcontractors pursuant to approved subcontractor agreements and purchase orders, **unless, on a case-by-case basis, Contract Administrator agrees to be responsible for payment, in order to facilitate payment through SPECTRUM.**

Exhibit 1, Attachment E is amended and replaced as follows:

Title for Focus on Energy Billing	Rate
Director 2	$ 175.00
Director 1	$ 165.00
Program Manager 3	$ 150.00
Program Manager 2	$ 130.00
Program Manager 1	$ 110.00
Technical Manager 3	$ 145.00
Technical Manager 2	$ 125.00
Technical Manager 1	$ 100.00
Relationship Manager 2	$ 135.00
Relationship Manager 1	$ 120.00
IT Systems Manager	$ 150.00
Marketing Manager 2	$ 130.00
Marketing Manager 1	$ 115.00
Specialist 2	$ 95.00
Specialist 1	$ 75.00
Operations Manager 2	$ 145.00
Operations Manager 1	$ 120.00
Analyst 3	$ 115.00
Analyst 2	$ 95.00
Analyst 1	$ 75.00

4. Except as expressly amended by this Amendment No. 1 the Contract, including attachments and exhibits thereto, shall remain in effect and continue governing the relationship of the Parties;

IN WITNESS WHEREOF, the Parties have executed this Amendment:

STATEWIDE ENERGY EFFICIENCY & RENEWABLES ADMINISTRATION, INC.	**PROGRAM ADMINISTRATOR**
By: SEERA	**By: Aptim Government Solutions, LLC**
Date: 7/22/2019	**Date:** 6/20/2019
Signature: Dennis M Derricks	**Signature:**
Name: Dennis M. Derricks	**Tyson Hackenberg**
Title: Chairperson	**Vice President**

EXHIBIT A

MOU No. 18-09

MEMORANDUM OF UNDERSTANDING
Between the
STATEWIDE ENERGY EFFICIENCY AND RENEWABLES ADMINISTRATION
and the
PUBLIC SERVICE COMMISSION OF WISCONSIN, OFFICE OF ENERGY INNOVATION

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the **STATEWIDE ENERGY EFFICIENCY AND RENEWABLES ADMINISTRATION (SEERA)**, and the **PUBLIC SERVICE COMMISSION OF WISCONSIN, OFFICE OF ENERGY INNOVATION (OEI)**. This **MOU** is complete and valid as of the date signed by the Chair of the Public Service Commission of Wisconsin.

WHEREAS, on July 26, 2018, the Public Service Commission of Wisconsin directed **SEERA**, through the Focus on Energy Program, to offer programs for rural and agricultural customers during the 2019-2022 Quadrennium; and directed the **OEI** to provide $300,000 of its U.S. Department of Energy (US DOE) funds so that the Focus on Energy program can offer incentives for certain propane measures on eligible farms; and

WHEREAS, it is the intention of the parties to this MOU that all activities described herein shall be for their mutual benefit; and

WHEREAS, SEERA has a designated Focus on Energy Program Administrator that will perform services for this offering and it appears that such services can be performed more economically and effectively under a MOU; and

WHEREAS, SEERA and its Focus on Energy Program Administrator will at all times comply with and observe all applicable federal and state laws, ordinances, and regulations which are in effect during the performance period of this MOU and which in any manner affect the Public Service Commission of Wisconsin's work or conduct;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are attached to and part of this MOU:

1. Attachment A: Scope of Work

STATEWIDE ENERGY EFFICIENCY & RENEWABLES ADMINISTRATION	PUBLIC SERVICE COMMISSION OF WISCONSIN, OFFICE OF ENERGY INNOVATION
BY: Dennis Derricks	BY:
Dennis Derricks	Rebecca Valcq
TITLE: Chairperson	TITLE: Chair
DATE: Feb 27, 2019	DATE: 3.18.19

ATTACHMENT A
SCOPE OF WORK

The OEI will provide $300,000 in US DOE, State Energy Program funds to SEERA to provide incentives through the Focus on Energy (Focus) program for propane measures on eligible farms. In return, SEERA, through the Focus Program Administrator will deliver the propane incentives through its statewide network of energy advisors and utilize a network of distributors to promote the offering. This scope of work expires upon a notification of expiration from the Public Service Commission of Wisconsin to SEERA or upon the $300,000 being expended per this Scope of Work, whichever occurs first.

Deliverables:
The Focus Program Administrator, will be responsible for the following:

1) Overall management of the program initiative;
2) Engaging strategic partners, like Propane Education Research Council (PERC) and the Department of Agriculture, Trade and Consumer Protection (DATCP) to help with promotion of the offering;
3) Provide direction to the Focus Agriculture Schools & Government Program Implementer (Cooperative Education Service Agency 10 - CESA 10) to:
    a. Develop an overview fact sheet to share with customers/distributors/energy advisors;
    b. Train the energy advisors;
    c. Provide day-to-day management of the initiatives;
    d. Provide ongoing outreach to the trade allies;
    e. Process the incentive applications;
    f. Provide reports on the initiatives;
    g. Provide technical support for participating customers and distributors;
    h. Provide technical review as needed for projects;
    i. Participate in stakeholder coordination with PERC, DATCP and others as needed;
    j. Produce quarterly reports that shall contain the following:
        i. Customer name and address;
        ii. Type of, and number of, measure(s) incented;
        iii. Amount of incentive;
        iv. Type of fuel displaced (i.e. diesel); and,
        v. Additional efficiency information may also be requested as well as the total number of customers contacted and events held (if any).

The Focus Program Administrator and working collaboratively with CESA 10, will be responsible for the following:

1) Leveraging the existing Agriculture, Schools & Government Program infrastructure to promote the propane measures to customers, contractors, and distributors via program energy advisors and initiatives;
2) Developing Focus/OEI co-branded applications for propane measures for customers to complete, and processing the incentive payments from completed applications;
3) Where appropriate, promoting the offering through distributors;
4) Tracking propane projects within Focus' enterprise database and metrics tracking system.
5) Developing a vanity page on the Focus website for propane offerings; and,
6) Reaching out to program trade allies to inform them of the propane offerings

Qualifying Measures:
Qualifying measures are limited to a subset of those aligned with current Focus offering. New propane-powered equipment displacing grid-based electricity or natural gas powered equipment does not qualify. While most qualifying measures will be prescriptive or hybrid, some may be custom. All custom incentive projects must be pre-approved by the Focus Program Administrator before installation can begin. All program measures must meet the Focus requirements and incentives will align with Focus rates. Proposed measures include:

1) Ag (dairy) - Boilers/Unit Heaters
2) Ag (dairy) - Hot Water Heaters
3) Ag (dairy) - Refrigeration Heat Recovery Units
4) Grain Dryers
5) Greenhouse Boilers/Unit Heaters
6) Greenhouse Thermal Curtains
7) Greenhouse Climate Controls

OEI Deliverables:
OEI will be responsible for the following:

1) Coordinating with Focus on communication with key stakeholders (utilities, PERC, DATCP etc.)
2) Serving as liaison between CESA 10, Focus, and propane stakeholders such as Wisconsin Propane Gas Association (WPGA), National Propane Gas Association (NPGA), PERC, and DATCP for the purposes of coordinated marketing and outreach.
3) Processing quarterly invoices for payment.
4) Completing and delivering quarterly progress reports to US DOE, the Public Service Commission of Wisconsin and other stakeholders as necessary.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:
SEERA and its Program Administrator certifies that to the best of its knowledge and belief, that it and its principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction under a public transaction program; a violation of Federal or State antitrust statutes; or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and,
4) Have not within a three-year period preceding the application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the SEERA and its Program Administrator are unable to certify to each of the identified above requirements, they shall attach an explanation to this MOU.

Budget:
OEI will provide up to $300,000 for propane incentives for measures as described above. In addition, the SEERA will provide funding from the $250,000 "Partnership Engagement" line item in the Rural Broadband Pilot memo to cover expenses associated with program planning, launch, and implementation.

Invoicing:
SEERA will pay the propane incentives from Focus funds so the entities receiving incentives collect them in one check. SEERA, via the Focus Program Administrator and the Program Implementer, will provide a quarterly report to OEI which includes the details specified in the deliverables above, along with its invoice for reimbursement of propane incentives. The Public Service Commission of Wisconsin or OEI shall make payment to the SEERA/Focus Fiscal Agent upon receipt of a quarterly invoice submitted one of the following ways:

Email as an attachment to OEI@wisconsin.gov (preferred)
or

Mail to: Office of Energy Innovation
Public Service Commission of Wisconsin
Division of Business and Program Management
4822 Madison Yards Way
P.O. Box 7854
Madison, WI 53707-7854

Payment to SEERA can be mailed to:

Fiscal Agent
Focus on Energy
c/o Wipfli, LLC
P.O. Box 8700
Madison, WI 53708

Required Federal Award Identification Information:

2 CFR 200.331(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Statewide Energy Efficiency and Renewables Administration (SEERA)
(ii) Subrecipient's unique entity identifier;	DUNS Number/CAGE Code: n/a
(iii) Federal Award Identification Number (FAIN);	DE-EE0007494
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	11/14/2018
(v) Subaward Period of Performance Start and End Date;	Signature date of contract through June 30, 2019
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	$300,000.00
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	$300,000.00
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	$300,000.00
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	State Energy Formula Project Year 2018
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**Federal Awarding Agency:** United States Department of Energy **Pass-Through Entity:** Public Service Commission of Wisconsin **Pass-Through Entity Contact Information:** Theresa Elliot, Administrator Division of Business and Program Support email: Theresa.Elliott@wisconsin.gov phone: 608 266-3587
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	**CFDA Number and Name:** 81.041 – State Energy Program **Dollar Amount Made Available:** $1,028,380.00
(xii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	4.46%

EXHIBIT B MOU No.

MEMORANDUM OF UNDERSTANDING
Between the
STATEWIDE ENERGY EFFICIENCY AND RENEWABLES ADMINISTRATION
And
WISCONSIN ELECTRIC POWER COMPANY AND WISCONSIN GAS, LLC (dba WE ENERGIES)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the **STATEWIDE ENERGY EFFICIENCY AND RENEWABLES ADMINISTRATION (SEERA)/FOCUS ON ENERGY**, and **WISCONSIN ELECTRIC POWER COMPANY AND WISCONSIN GAS, LLC (dba WE ENERGIES).** This **MOU** is complete and valid as of the date signed by representatives of both parties.

WHEREAS, on June 29, 2018, **WE ENERGIES** filed a proposal with the Public Service Commission of Wisconsin to operate a voluntary energy efficiency program, pursuant to Wis. Stat. § 196.374(2)b)2., providing additional funding to help more of its customers participate in Focus on Energy's Design Assistance Program in the event Focus on Energy's statewide budget is fully expended; and

WHEREAS the Public Service Commission of Wisconsin approved **WE ENERGIES'** proposed Design Assistance Support program in its Final Decision of September 21, 2018; and

WHEREAS, SEERA/FOCUS and its Program Administrator are well equipped to perform services for this project and it appears that such services can be performed more economically and effectively under a memorandum of understanding; and

WHEREAS, SEERA/FOCUS and its Program Administrator will at all times comply with and observe all applicable federal and state laws, ordinances, and regulations which are in effect during the performance period of this Agreement and which in any manner affect the Agency's work or conduct;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Memorandum of Understanding:

1. This Memorandum of Understanding
2. Attachment A: Scope of Work

STATEWIDE ENERGY EFFICIENCY & RENEWABLES ADMINISTRATION	WE ENERGIES
BY: Jeffrey Ripp	BY: Brian Lambert
TITLE: Vice Chairperson	TITLE: Manager, Customer Programs
DATE: 2/7/19	DATE: 02/19/2019

ATTACHMENT A
SCOPE OF WORK

Under the Design Assistance Support program, as approved by the Public Service Commission, We Energies would provide utility funds to provide for additional availability to its customers of services and incentives under Focus' Design Assistance Program, should statewide customer demand exceed the allocated Focus budget.

Design Assistance Support program funds would provide for the full cost of delivering Focus on Energy's Design Assistance Program to identified additional customers, including administrative, implementation/delivery, and incentive costs. The program's intent is that customer incentives and modeling assistance would be provided through the Focus on Energy Design Assistance Program at the same levels and with the same review as other Design Assistance Program projects.

To implement and fund Focus on Energy's Design Assistance Program, SEERA contracts with the Focus on Energy Program Administrator, and the Program Administrator subcontracts with a Program Implementer to carry out program operational duties, including modeling support and approval of incentive payments. In order to efficiently deliver matching services to Design Assistance Support participants, it is appropriate for SEERA to establish arrangements with We Energies that allow Design Assistance Support funds and responsibilities to be carried out through Focus on Energy's existing structure

SEERA Responsibilities:
SEERA will be responsible for the following:

1) Establishing arrangements through the Focus on Energy Fiscal Agent to collect Design Assistance Support funds from We Energies.
2) Establishing contract arrangements with the Focus on Energy Program Administrator to include Design Assistance Support in the Program Administrator's budget and scope of work.
3) Authorizing Design Assistance Support funds to be processed through SPECTRUM, Focus on Energy's enterprise database system.

The Focus on Energy Program Administrator, under its contract with SEERA, will be responsible for the following:

1) Incorporating Design Assistance Support into the budget and scope of work of its program implementation contract for the Design Assistance Program.
2) Carrying out administrative responsibilities associated with Design Assistance Support activities, including oversight of program implementer activities, application approvals, marketing and website support, and tracking and reporting.
3) Working with We Energies staff and the program implementer to carry out procedures for ongoing coordination of the Design Assistance Support program, as established in the coordination document filed by We Energies at the direction of the Public Service Commission.
4) Working with We Energies staff, the program implementer, and the fiscal agent to ensure Design Assistance Support activities are appropriately and accurately tracked in SPECTRUM and in financial documentation.

We Energies Responsibilities:
We Energies will be responsible for the following:

1) Providing Design Assistance Support funds to SEERA under the arrangements established with the Focus on Energy fiscal agent.

2) Working with the Program Administrator and the program implementer to carry out procedures for ongoing coordination of the Design Assistance Support program, as established in the coordination document filed by We Energies at the direction of the Public Service Commission.

Budget:
The program budgets for the Design Assistance Support program are the approved Commission budgets. Funds will only be disbursed in support of projects for We Energies customers that meet all eligibility requirements for the Design Assistance Program, but could not be funded by the Design Assistance Program due to statewide demand exceeding the existing program budget.

Invoicing:
Focus on Energy will pay the incentives and administrative/implementation/delivery funds for Design Assistance Support projects using the same procedures in place for the Design Assistance Program. We Energies shall work with SEERA, the Focus Program Administrator, the Focus Fiscal agent, and Public Service Commission staff to establish arrangements for collecting We Energies' funds at least quarterly to ensure We Energies funds are available for Design Assistance Support payments.

Contract for Services Between

The Statewide Energy Efficiency and Renewables Administration

and

APTIM Government Solutions, LLC

Contract Number 9501-FE-123

January 1, 2019 and December 31, 2022

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III. Attachment B – Scope of Work for Business Portfolio

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V. Attachment D – Scope of Work for Rural & Agriculture Programs

VI. Attachment E - Compensation, Payment and Performance Bonus

VII. Attachment F - Net Lifecycle and Verified Gross Lifecycle Goals

1.0 Parties

This Contract for Services is entered into by and between the Statewide Energy Efficiency and Renewables Administration, Inc., a non-stock corporation organized under Wisconsin law, hereinafter called the Contract Administrator, and APTIM Government Solutions, LLC, hereinafter called the Program Administrator, for the contract period from January 1, 2019 through December 31, 2022. In consideration of the mutual promises and agreements hereinafter set forth, the parties agree as follows:

2.0 Definitions

When capitalized, whether in singular or plural, the following words and phrases shall have the following meanings in construing this Agreement.

A. "Agreement" means this Amended and Restated Contract for Services and all Attachments hereto, as all may be amended from time to time. The main body of the Agreement, excluding its Attachments, is referred to herein as the "Main Agreement".

B. "Business Portfolio" means a portfolio of Program offerings designed to serve non-residential Sectors. Business Portfolio Programs may target industrial, commercial, agricultural, schools, local government, and non-local government Customers.

C. "Chapter PSC 137" means Wis. Admin. Code ch. PSC 137.

D. "Commission" means the Public Service Commission of Wisconsin. The Commission may delegate tasks to Commission staff as needed.

E. "Compliance Agent" means the Contractor that performs compliance audits to ensure Program Contractors comply with the Policy Manual as well as contractual requirements specified in their individual contracts.

F. "Confidential Information" means (1) all programs from the parties, participant or Customer-specific, non-public, proprietary and/or personal information (as defined below) and databases comprised of such information, and (2) any information provided or made available by one party (a "disclosing party") to the other party (a "receiving party") that (a) is marked as proprietary or confidential at the time of disclosure; or (b) is orally identified as being confidential at the time of disclosure, followed by written confirmation of confidentiality within 30 days of such verbal identification; or (c) the receiving party knew or should have known, under the circumstances, was considered confidential or proprietary or personal by the disclosing party.

G. "Contract Administrator" means the Statewide Energy Efficiency and Renewables Administration, Inc. ("SEERA"), which is the legal entity (non-profit) formed by the Energy Utilities to fulfill their obligations under Wis. Stat. § 196.374(2)(a). The SEERA creates and funds statewide energy efficiency and renewable energy

Programs. The SEERA also contracts, on the basis of competitive bids, with one or more organizations to administer Focus on Energy.

H. "Contractors", where capitalized, refers to organizations contracted directly with the SEERA or the Commission in connection with Focus on Energy. These organizations include, but are not limited to, the Program Administrator, Fiscal Agent, Evaluator, and the Compliance Agent.

I. "Customer" or "Customer", unless the context requires otherwise, means a Utility Customer that is eligible to participate in one or more Focus on Energy Programs.

J. "Day" shall mean business days, excluding Saturday, Sunday and federal holidays, unless otherwise set forth herein.

K. "Effective Date" means the date on which this Agreement is signed by an authorized representative of each party.

L. "Eligible Costs" means those costs which can be audited and which are directly attributable to contracted activities and allowable pursuant to the Policy Manual.

M. "Energy Utility" means an investor-owned electric and/or natural gas utility.

N. "Environmental and Economic Research and Development Program" means the initiatives for research and development regarding the environmental and economic impacts of energy use in Wisconsin, under Wis. Stat. Section 196.374(2)(a)2.d.

"Evaluation Work Group" means the body convened by the Commission during the first quadrennial planning process to advise the Commission on measurement and evaluation issues. This five-person group consists of a Commission representative who chairs the group; and one member each of the Evaluator, the Program Administrator, the Utilities and an outside expert.

O. "Evaluator" means the independent Third Party Contractor hired by the Commission to evaluate the performance of all Programs administered by the Program Administrator pursuant to this Agreement.

P. "Fiscal Agent" means the Contractor that receives, distributes, and accounts for statewide energy efficiency and renewable resource Program funds under Act 141.

Q. "Focus on Energy" means the statewide energy efficiency and renewable energy programs specified under Wis. Stat. s. 196.374(2)(a).

R. "Free-ridership" means the frequency by which Program participants receive Program Incentives for purchases they would still have made in the absence of those Incentives. Free-ridership in Focus on Energy is estimated through evaluation methods that include, but are not limited to, surveys of Program participants

regarding their purchasing decisions and Standard Market Practice methods which track the installation of efficient products by Program non-participants.

S. "Implementer" (sometimes referred to as "Program Implementer") means an organization contracting with the Program Administrator to implement Focus on Energy Programs; Implementers do not include Subcontractors, as that term is defined below. Implementers shall receive funding directly from the Contract Administrator for services provided by them in implementing Focus on Energy Programs.

T. "Incentive means a financial payment, product or service provided to a Customer, trade ally, distributor, retailer or manufacturer which enables or facilitates the implementation of an energy efficiency or renewable energy measure.

U. "Information Security Protocol" means appropriate operational, technical, and organizational measures to protect Confidential Information, whether in paper, electronic, or other form, against accidental, unauthorized, or unlawful access, disclosure, or alteration during its collection, storage, access, transmission, transportation, and destruction.

V. "Local Units of Government" means, according to Wis. Stat. § 23.24(4)(a)1, a "Local governmental unit", which is a political subdivision of this state, a special purpose district in this state, an instrumentality or corporation of the political subdivision or special purpose district, or combination or subunit of any of the foregoing. This includes cities, villages, towns, counties, school districts, and technical college districts. This definition was published in the 2009-2010 Bill Drafting Manual published by the Wisconsin Legislative Reference Bureau.

W. "Municipal Electric Utility" means an electric utility that is owned wholly by a municipality and that owns a retail distribution system.

X. "Personal Information means data or information which names, identifies or gives certain information from which a natural person or organization could be identified, including, but not limited to: personally identifiable information that is protected under any Privacy Laws. Personal Information includes, but is not limited to: (i) name, phone or fax number, address, email address, employer, or date of birth; (ii) non-public information, such as a passport number, social security number, federal tax identification number, driver's license number, utility account numbers or Customer's energy usage information; (iii) financial information, such as payment information including, bank account numbers, bank account balances and transactions or information, credit card numbers; (iv) sensitive personal data, such as mother's maiden name, race, marital status, gender or sexuality, and/or (iiv) any information that may be associated with a Focus on Energy Customer including any unique identifying number, characteristic, code or combination that allows identification of an individual or business.

Y. "Privacy Laws" means federal, Wisconsin or local data privacy or security laws, rules or regulations.

Z. "Policy Manual" means the manual developed by the Fiscal Agent and the Compliance Agent, and approved by the Commission, which provides rules, regulations and policies of the Focus on Energy Program to be followed by the Program Administrator and its Subcontractors and Implementers. No amendment to the Policy Manual shall be effective unless and until it has been approved by the Commission.

AA. "Program" means a program for reducing the usage or increasing the efficiency of the usage of energy, or displacing energy usage, by a Customer or member of a participating Energy Utility, Municipal Electric Utility, or Retail Electric Cooperative. Programs may target specific Customer types, Customer sectors, or technologies.

BB. "Program Administrator" means APTIM Government Solutions, LLC, which is the Contractor hired by the SEERA to administer the Focus on Energy Programs.

CC. "Program Contractors" means, collectively, the Contractors, Subcontractors and Implementers.

DD. "Program Income" means gross receipts received by the Program Administrator which are directly generated from the Work detailed in this Agreement, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the Fiscal Agent; and interest earned on Program Income pending its disposition.

EE. "Research Portfolio" means a portfolio of Program offerings and initiatives oriented to further research activities in the State of Wisconsin. This portfolio includes the Environmental and Economic Research and Development (EERD) Program.

FF. "Residential Portfolio" means a portfolio of Program offerings for residential Customers.

GG. "Retail Electric Cooperative" (or "CO-OP") means a cooperative association that is organized under ch. 185 of the Wisconsin Statutes for the purpose of providing electricity at retail to its members only and that owns or operates a retail electric distribution system.

HH. "Sector" means a group of Customers with similar characteristics. Utilizing Sectors allows targeting of specific Focus on Energy Incentive offerings and measures. Sectors served by Focus on Energy include: industrial, commercial, agricultural, schools and government, single-family residential, and multifamily residential.

II. "Security Incident" means an unauthorized access, suspected unauthorized access to, or alteration of Confidential Information, regardless of the form in which the data is

kept or the nature of the unauthorized access. Access is considered unauthorized when it is made for any purpose other than the direct performance of obligations hereunder.

JJ. "SPECTRUM" (State Program for Energy Customer Tracking, Resource Utilization and data Management) is a comprehensive Customer relationship management (CRM)-based data management system that serves as the center for the major functional components of Focus on Energy. SPECTRUM tracks and manages:

- Customer service and relations
- Customer, property, and utility information
- Energy efficiency and renewable energy applications
- Incentive applications, payments and processing
- Measures and energy savings
- Program/Implementer budgets and expenditures
- Subcontractor/Implementer invoicing, budgeting, approval, and payment

KK. "Subcontractors" means, where capitalized, the organizations contracted with a Contractor in connection with Focus on Energy, but specifically excluding Implementers. These Subcontractors include, but are not limited to, outside legal counsel and marketing firms. Subcontractors who enter into agreements and/or purchase orders with the Program Administrator in connection with Focus on Energy will be directly compensated by Program Administrator pursuant to such agreements and/or purchase orders, unless otherwise approved by the Commission.

LL. "Third Party" means an individual or organization that is not a Program Contractor and is not privy to Personal Information without approval from the Commission.

MM. "Trade Ally" or "trade ally" means a contractor or service provider that works with Focus on Energy to deliver energy efficiency and/or renewable energy products and expertise to Customers.

NN. "Utilities" means the Energy Utilities, Retail Electric Cooperatives, and Municipal Electric Utilities that provide energy to Customers in the State of Wisconsin.

OO. "Work" means the functions, duties, and activities to be performed by the Program Administrator set forth in this Main Agreement or identified in the Attachments hereto.

3.0 Scope of Work

3.1 The Program Administrator shall furnish all necessary personnel, labor, office space, equipment, materials, services, licenses, transportation, and other necessary resources (except as is otherwise provided herein) to accomplish the Work set forth in this Main Agreement and the Work as set forth in Attachment A – Scope of Work

- Management and Operations, Attachment B – Scope of Work - Business Portfolio, Attachment C – Scope of Work - Residential Portfolio, Attachment D - Rural and Agricultural Programs, Attachment E – Compensation, Payment, and Performance Bonus, and Attachment F – 2019-2022 Net Lifecyle and Verified Gross Lifecycle Goals. Changes to the Work may be made only by written amendment to this Agreement, signed by both the Contract Administrator and the Program Administrator and approved by the Commission. The Program Administrator has established and will maintain, during the term of this Agreement, an office in the Madison, Wisconsin area.

4.0 Standards of Performance

4.1 The Program Administrator shall perform the Work consistent with the requirements established in this Agreement, any and all applicable professional standards, and to the reasonable satisfaction of the Contract Administrator and the Commission. Unless otherwise directed or permitted by the Contract Administrator and the Commission, the Program Administrator shall perform the required Work consistent with this Agreement, and in compliance with the goals, purposes and priorities of Wis. Stat. § 196.374(2)(a)2 and (3)(b)1.

4.2 For the entire term of this Agreement, the Program Administrator shall coordinate its performance of the Work across the Business Portfolio and Residential Portfolio of Programs. The statewide Programs administered by the Program Administrator shall comply with Wis. Admin. Code § PSC 137.05.

4.3 Program Administrator shall cause all arrangements and agreements with Subcontractors (including without limitation agents) utilized by Program Administrator pursuant to this Agreement to include protections for the benefit of the Program Administrator, the Contract Administrator and the Commission substantially the same as those afforded to Contract Administrator and the Commission under or in connection with this Agreement, including without limitation provisions related to confidentiality of information.

5.0 Funds Payable to the Program Administrator

5.1 Professional Fee. In consideration of the services and other Work to be performed by the Program Administrator, the Commission shall authorize the Program Administrator to receive payments for satisfactory performance of the Work in accordance with the payment provisions specified in Attachment E hereto.

5.2 Program Funds. The Program Administrator shall administer the funds that Utilities are required to collect from their Customers pursuant to Wis. Stat. § 196.374(3)(b)2. The estimated amount of these funds for each year of the term of this Agreement, and the anticipated allocation of those funds to programs, are set forth in Attachment D. The Program Administrator shall not expend or authorize the expenditure of any amount in any year in excess of the Program

Administrator's Commission-approved budget for that year, except as authorized in advance in writing by the Contract Administrator and the Commission. In the event that the Program Administrator spends in one year less than its Commission-approved budget for that year, the amount of the excess will be taken into account in the budgeting process for the following year.

5.3 Notwithstanding any of its other provisions, this Agreement shall impose no liabilities or obligations on the Contract Administrator or its members or affiliates to contribute any amounts or make any payments for Focus on Energy programs that are in excess of the requirements currently set forth in Wis. Stat. § 196.374(3)(b)2 or as modified by law. Program Administrator acknowledges that it bears the risk of curtailment, suspension or reduction in Focus on Energy funding, and that it shall be responsible, in its discretion, for including substantially similar and consistent curtailment, suspension and reduction provisions in its agreements with Subcontractors and Implementers related to this Agreement. Any curtailment, suspension or reduction in the Work will not affect payment for Work performed prior to the notice of curtailment, suspension or reduction in the Work.

6.0 Term of Agreement

6.1 The term of this Agreement begins January 1, 2019 and shall end on December 31, 2022, unless amended or terminated earlier in accordance with the provisions of this Agreement.

6.2 The Contract Administrator, in its discretion and subject to Commission approval, may propose to extend this Agreement for up to forty-eight (48) additional months after the end of the initial term by giving written notice thereof to the Program Administrator by May 31, 2022, which notice shall specify the length of the proposed extension and the proposed compensation for the Work to be performed during the extended term. The Program Administrator shall provide a written response to the Contract Administrator's proposal to extend the term of this Agreement, either by accepting or rejecting the proposal, or accepting subject to the parties reaching agreement on compensation, by July 15, 2022. The Program Administrator's failure to respond by July 15, 2022, shall be deemed a rejection of the proposal to extend the Agreement's term. If the Program Administrator accepts the proposal subject to the parties reaching agreement on compensation, compensation for the Work to be provided pursuant to any extension of the term of this Agreement must be agreed upon in writing between the Contract Administrator and the Program Administrator by August 15, 2022, pending Commission approval, or the proposal to extend shall be deemed rejected.

6.3 If the Contract Administrator or the Program Administrator chooses not to extend this Agreement per Paragraph 6.2, or the Contract Administrator and the Program Administrator are unable to agree in writing as to the compensation for the Work to be performed during the extended term by August 15, 2022, or the Commission

does not approve the extension by October 1, 2022, then this Agreement shall expire on December 31, 2022.

7.0 Prior Approvals

7.1 Neither this Agreement, nor any amendment to it, is binding on either party unless and until it has been approved by the Commission.

8.0 Amendment

8.1 No changes, modifications, amendments or extensions in the terms or conditions of this Agreement shall be effective unless reduced to writing and signed by the duly authorized representatives of the Contract Administrator and the Program Administrator and approved by the Commission.

9.0 Termination of Agreement

9.1 Termination at Will

9.1.1. The Contract Administrator may, subject to Commission approval, terminate this Agreement at any time, for any reason, or no stated reason, upon sixty (60) days' advance written notice to the Program Administrator. Upon any such termination, the Contract Administrator's liability to the Program Administrator shall be limited to the undisputed, actual costs incurred by the Program Administrator in carrying out the Work prior to the date of the termination plus any reasonable termination expenses. Termination expenses for which reimbursement may be appropriate are those expenses having prior written approval of the Contract Administrator, subject to Commission approval, and may include reasonable and necessary expenses relating to concluding outstanding obligations under the Agreement such as completing administrative duties, informing and coordinating with Subcontractors and Implementers, compiling and transferring Incentive check run data and expense information to the Fiscal Agent, working with the Commission to facilitate transition of Program obligations, information, intellectual property and proprietary material, and equipment and materials purchased with funds provided under this Agreement. Reimbursable termination expenses shall not include, without limitation, legal fees, costs or expenses incurred in disputing or litigating any claims arising from or relating to this Agreement or its termination or any alleged breach of the Agreement. The Program Administrator may request, in writing, to terminate this Agreement. At its discretion, the Contract Administrator may approve any such termination request. If the termination request is approved, the Contract Administrator and the Program Administrator shall mutually agree upon the termination date. In this situation, however, the termination and the effective date of termination shall be subject to Commission approval.

9.2 Termination for Cause

9.2.1. The Contract Administrator may, subject to Commission approval, terminate this Agreement if, through any cause, the Program Administrator fails to fulfill its material obligations hereunder in a timely and proper manner, or violates any of the material provisions of this Agreement. The Contract Administrator shall give the Program Administrator thirty (30) days' written notice of its intent to terminate under this provision (provided that if the basis for the notice is a material or repeated failure or breach, Contract Administrator may terminate upon written notice). The Contract Administrator shall in any such written notice identify the grounds for proposed termination and grant the Program Administrator a reasonable opportunity to respond which shall not be less than five (5) days (provided that if the proposed termination is based on a material or repeated failure or breach, the Contract Administrator shall not be required to allow a right to respond). Upon termination under this provision, the Contract Administrator's liability to the Program Administrator shall be limited to the actual costs the Program Administrator has incurred in carrying out the Work as of the date of termination.

9.2.2. The Contract Administrator may, subject to Commission approval, terminate this Agreement immediately upon thirty (30) days' written notice to the Program Administrator if (a) a Change in Control occurs with respect to the Program Administrator without the prior written consent of the Contract Administrator; or (b) the Program Administrator attempts to assign or transfer this Agreement or any of its rights or obligations under this Agreement to any person or entity without the prior written consent of the Contract Administrator (it being understood that the Program Administrator shall not assign or transfer any of its rights or obligations under this Agreement, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the Contract Administrator, and that any such purported assignment or transfer without such prior written consent shall be void and of no effect); or (c) the Program Administrator files a petition in bankruptcy, or files a petition or otherwise seeks relief under or pursuant to any bankruptcy, insolvency, or reorganization statute or proceeding, or an involuntary petition in bankruptcy is filed against the Program Administrator, or the Program Administrator becomes insolvent or makes an assignment for the benefit of its creditors, or a custodian, receiver, or trustee is appointed for all or a substantial portion of its business or assets. The term "Change in Control" as used in this Agreement means (i) in one or a series of transactions, the sale of a majority of the issued and outstanding shares of voting stock of the Program Administrator; (ii) the reorganization, merger or consolidation of the Program Administrator with or into another entity, unless immediately following such business combination all or substantially all of the individuals and entities who were the beneficial

owners of the voting stock of the Program Administrator immediately prior to such business combination beneficially own, directly or indirectly, a majority of the issued and outstanding shares of voting stock of the Program Administrator; (iii) in one or a series of transactions, the sale or transfer of all or substantially all of the assets of the Program Administrator, or of all or substantially all of the assets used by the Program Administrator in the performance of this Agreement; or (iv) the occurrence of any other event whereby the person or group of persons who ultimately own or control the Program Administrator as of the Effective Date no longer has the right or ability to control or cause the direction of the management and policies of the Program Administrator. Clause (b) of this Paragraph 9.2.2 shall not, however, restrict the Program Administrator's ability to enter into contractual arrangements with Subcontractors and Implementers as contemplated in this Agreement. Upon any termination under this Paragraph 9.2.2, the Contract Administrator's liability to the Program Administrator shall be limited to any undisputed, actual costs the Program Administrator has incurred in carrying out the Work as of the date of termination.

9.3 Termination - Inadequate Appropriations

9.3.1. If the Wisconsin legislature enacts new legislation that requires a change or cancellation of the Focus on Energy Program, the Contract Administrator, subject to Commission approval, shall have the right to terminate this Agreement upon sixty (60) days' written notice to the Program Administrator. The Contract Administrator shall also have the right to renegotiate the terms of this Agreement in the event that new legislation requires a change to the Focus on Energy Program. Upon a change or cancellation of the Focus on Energy Program, the Contract Administrator's liability to the Program Administrator shall be limited to the undisputed, actual costs incurred by the Program Administrator in carrying out the Work prior to the date of termination, plus any reasonable termination expenses, to include all costs associated with the early lease termination and any costs associated with facility closeout or early termination of any other Subcontract Agreement hired by Program Administrator for the performance of the services. Termination expenses for which reimbursement may be appropriate are those expenses having prior written approval of the Contract Administrator, subject to Commission approval, and may include reasonable and necessary expenses relating to concluding outstanding obligations under the Agreement such as completing administrative duties, informing and coordinating with Subcontractors and Implementers, compiling and transferring Incentive check run data and expense information to the Fiscal Agent, working with the Commission to facilitate transition of Program obligations, information, intellectual property and proprietary material, and equipment and materials purchased with funds provided under this

Agreement. Reimbursable termination expenses shall not include, without limitation, legal fees, costs or expenses incurred in disputing or litigating any claims arising from or relating to this Agreement or its termination or any alleged breach of the Agreement.

9.4 Responsibility of Parties Upon Expiration or Termination of Agreement

9.4.1. Upon expiration or termination of this Agreement, the Program Administrator shall provide reasonable transition assistance as requested by the Contract Administrator and the Commission and any entity designated by the Commission to ensure that the Program Administrator functions are continuously carried out without interruption. In such an event, the Program Administrator agrees to use all reasonable efforts to mitigate its expenses and obligations hereunder. Transition assistance shall be performed in good faith and with a professional standard of conduct.

9.4.2. Upon expiration of the Agreement, the Contract Administrator's liability to the Program Administrator shall be limited to any undisputed, actual costs the Program Administrator has incurred in carrying out the Work as of the date of expiration or any expenses having prior written approval of the Contract Administrator, subject to the requirements of Attachment D. The Program Administrator shall refund to the Fiscal Agent any payment made by the Fiscal Agent which exceeds actual costs incurred by Program Administrator in carrying out the Work as of the date of expiration.

10.0 Committed Customer Incentive Payments

10.1 On the expiration or termination date of the Agreement, the Program Administrator may have outstanding contracts for Customer Incentive payments. Subject to Paragraph 5 hereof, the Program Administrator shall be relieved of those obligations for such Incentive payments which have been properly approved by the Program Administrator and agreed to by the Contract Administrator, and responsibility for them will be assigned to the new entity serving as the Focus on Energy program administrator.

11.0 Notifications Required under this Agreement

11.1 Correspondence and transmittals of formal notifications, requests, reports or other documents concerning this Agreement, to be effective, shall be addressed to the respective person(s) as follows (or to such other individual or address as may be specified by such person through a notice given pursuant hereto):

Commission: Maria Redmond, Director
Office of Energy Innovation
Public Service Commission of Wisconsin

P.O. Box 7854
Madison, WI 53707-7854
608. 266.1521
maria.redmond@wisconsin.gov

SEERA: Dennis M. Derricks, Chairperson, SEERA
c/o Wisconsin Public Service Corporation
700 N. Adams
Green Bay, WI 54301
920.433.1470
dennis.derricks@wecenergygroup.com

Program Administrator: Aptim Government Solutions, LLC
4171 Essen Lane
Baton Rouge, LA 70809

12.0 Reporting Requirements

12.1 Reporting requirements are specified in the following attachments:

- Attachment A: Scope of Work - Management and Operations
- Attachment B: Scope of Work - Business Portfolio
- Attachment C: Scope of Work - Residential Portfolio
- Attachment D: Rural & Agriculture Programs
- Attachment E: Compensation, Payment, and Performance Bonus
- Attachment F: 2019-2022 Net Lifecycle and Verified Gross Lifecycle Goals

13.0 Insurance

13.1 Program Administrator shall provide and maintain in full force and effect at no cost to Contract Administrator and the Commission the following insurance coverages with limits as indicated (which may also be revised to other amounts consistent with similar industry practice at the Contract Administrator's and Commission's discretion from time to time) at all times during the term of this Agreement, and beyond, as required.

13.2 Program Administrator shall maintain Worker's compensation and employer's liability insurance as required by law in the state in which Work is being performed; the employer's liability limits shall be $1,000,000 each accident for bodily injury by accident and $1,000,000 each employee for bodily injury disease.

13.3 Program Administrator shall maintain commercial general liability (CGL) insurance or its equivalent satisfactory to Contract Administrator and the Commission and, if

necessary, commercial umbrella or excess insurance, with a total limit of $2,000,000 each occurrence, with a $5,000,000 annual aggregate; as described in more detail below. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement.

13.3.1. The CGL insurance shall be written on an occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

13.3.2. The following specific paragraph shall be included in the CGL coverage:

Contract Administrator and the Commission shall each be included as an ADDITIONAL INSURED using the current ISO endorsement or an equivalent form. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Contract Administrator or the Commission. There shall be no endorsement or modification of the insurance to make it excess over other available insurance; alternatively, if the insurance states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insureds.

13.4 Program Administrator shall maintain automobile liability insurance (or its equivalent satisfactory to Contract Administrator and the Commission) and, if necessary, commercial umbrella or excess liability insurance with a combined single limit (or equivalent) of $2,000,000 each accident, as described in more detail below:

13.4.1. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

13.4.2. The following specific paragraph shall be included in the coverage:

Contract Administrator and the Commission shall each be included as an ADDITIONAL INSURED using the current ISO endorsement or an equivalent form.

13.4.3. Program Administrator’s insurance shall be primary with respect to Contract Administrator’s and the Commission’s insurance or self-insurance, and Program Administrator’s policy shall not be written or endorsed contrary to this requirement.

13.5 Program Administrator shall maintain professional liability insurance (or its equivalent satisfactory to Contract Administrator and the Commission) with a limit (or equivalent) of $2,000,000 each occurrence.

13.6 Program Administrator shall maintain crime and fidelity insurance (or its equivalent satisfactory to Contract Administrator and the Commission) with a limit (or equivalent) of $15,000,000 each occurrence.

13.7 Program Administrator shall maintain a cybersecurity insurance limit of six million dollars ($6 million) per each claim.

13.8 Program Administrator waives the right of subrogation, and waives all rights against Contract Administrator and the Commission and their respective agents, officers, directors and employees for recovery of damages.

13.9 All insurance shall be placed and maintained with insurers authorized to do business in the state in which Work is being performed and having an A.M. Best rating of A - VII or better (or equivalent satisfactory to Contract Administrator and the Commission). Program Administrator agrees to furnish copies of any insurance policies for Contract Administrator's and the Commission's review if requested from time to time. Those policies may be redacted to prevent the disclosure of confidential information.

13.10 Program Administrator shall furnish the Contract Administrator and the Commission with duly executed Certificates of Insurance certifying that all such insurance coverages have been obtained, and that the Program Administrator will give the Contract Administrator and the Commission thirty (30) days' prior written notice of any material change in, or cancellation of, any such insurance coverage. Such certificate shall also specify the dates when such insurance commences and expires. Certificates should be delivered to the following address:

Dennis M. Derricks, Chairperson, SEERA c/o
Wisconsin Public Service Corporation
700 N. Adams
Green Bay, WI 54301

13.11 The Program Administrator agrees that all such insurance required above shall be maintained throughout the entire term of this Agreement (and thereafter, in certain circumstances, as described below). New Certificates of Insurance shall be provided to Contract Administrator and the Commission within two weeks of the renewal date of any expiring insurance coverage giving evidence of continuing coverage; Contract Administrator and the Commission may withhold any payments otherwise due Program Administrator until such certificates are received.

13.12 The failure of the Contract Administrator and the Commission to obtain evidence of such insurance from the Program Administrator before permitting Work to commence or continue shall not be deemed to be a waiver by Contract Administrator or the Commission of Program Administrator's obligations to obtain and maintain insurance, and the Program Administrator shall remain under a continuing obligation to maintain all insurance coverages set forth above.

13.13 Insurance policies maintained by Program Administrator shall be on an occurrence basis, except that professional liability insurance may be on a claims made basis. If any insurance is written on a "claims made" basis, the Program Administrator shall maintain the coverage for a minimum of five (5) years after the expiration or termination of this Agreement. Upon request of the Contract Administrator and Commission, the Program Administrator shall furnish them with copies of any "claims made" policies and institute measures to guarantee further coverage for claims as contemplated by this Agreement.

13.14 No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Program Administrator for the Program Administrator's operations. These are solely minimum amounts and they do not affect the rights of the Contract Administrator and the Commission to further indemnification, nor do they limit the Program Administrator's liability.

14.0 Risk of Loss; Indemnification

14.1 Neither the Contract Administrator nor the Commission at any time assumes risk of loss for any personal property (such as, but not limited to: owned equipment, leased/rented/borrowed equipment, tools, employee tools and clothing) of Program Administrator, its Subcontractors or Implementers, or their respective employees, whether at Contract Administrator's or Commission's site or not.

14.2 Legal Relations and Indemnification

14.2.1. The Program Administrator shall at all times comply with and observe all federal and state laws, rules, regulations and published circulars, all Commission and court orders, and all local laws, ordinances, rules and regulations which are in effect during the period of this Agreement and which in any manner affect the Work or the Program Administrator's performance of this Agreement. In the event of any conflict between Commission orders and the terms and conditions of this Agreement, the Program Administrator will not be in breach of this Agreement if it complies with the Commission orders in that situation.

14.2.2. The Program Administrator shall, to the extent of Program Administrator's negligence and/or fault, indemnify and hold harmless the Contract Administrator and the Commission and all of their respective officers, members, directors, agents and employees (the "Indemnified Parties") from (i) all suits, actions, and claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Program Administrator, or any of its officers, employees, agents, Subcontractors or Implementers, in or in connection with performing Work under this Agreement, and (ii) reasonable attorneys' fees

and legal expenses incurred in defending against such suits, actions and claims.

14.2.3. The Program Administrator shall, to the extent of Program Administrator's negligence and/or fault, indemnify and hold harmless the Indemnified Parties from (i) all suits, actions and claims of any character brought for or on account of any obligations arising out of agreements between the Program Administrator and its Subcontractors or Implementers to perform services or otherwise supply products or services, and reasonable attorneys' fees and legal expenses incurred in defending against such suits, actions and claims, and (ii) any and all audit disallowances related to the allocation of administrative costs under this Agreement or the performance of this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by a court or otherwise.

14.2.4. The Program Administrator shall, to the extent of Program Administrator's negligence and/or fault, indemnify, and hold harmless the Indemnified Parties from any and all claims, demands, suits, liabilities and expenses (including without limitation reasonable attorneys' fees and legal expenses) by reason of injury to or death of any agent or employee of the Program Administrator or any of its Subcontractors or Implementers of any tier while or in connection with performing Work under this Agreement, including without limitation claims, demands and actions founded upon or growing out of the claim or assertion that any Indemnified Party did not furnish or afford at its premises a safe place of Work or employment or requisite statutory safety in a public building, or were otherwise either solely or jointly negligent; the Program Administrator further agrees to perform the Work in accordance with applicable safety laws, regulations, ordinances, orders and rules and agrees, to the extent of Program Administrator's negligence and/or fault, to indemnify and hold harmless the Contract Administrator and the Commission, and their respective officers, directors, members, agents, and employees from any and all civil penalties which may be assessed for violations of the Occupational Safety and Health Act of 1970, as amended, or any standards, rules or orders promulgated thereunder, or regulations prescribed pursuant thereto, where such violations exist either solely or partially by reason of any acts or omissions of the Program Administrator, its officers, agents or employees or its Subcontractors or Implementers of any tier.

14.2.5. The Program Administrator shall, to the extent of Program Administrator's negligence and/or fault, indemnify and hold harmless the Contract Administrator and the Commission from and against any fraud, theft, stealing, diverting, embezzling, unlawful taking, unlawful distribution, computer fraud, forgery, voluntary parting, funds transfer fraud or

misappropriation of funds by the Program Administrator, or its officers, agents, employees, affiliates, Subcontractors and/or Implementers.

14.2.6. EXCEPT AS SET FORTH BELOW, UNDER NO CIRCUMSTANCES WILL THE PROGRAM ADMINISTRATOR, THE CONTRACT ADMINISTRATOR OR THE Commission BE LIABLE TO THE OTHERS FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, LOSS OF OPPORTUNITY, ETC. Notwithstanding the foregoing, this exclusion shall not be applicable to Program Administrator in the event of the gross negligence, willful misconduct, misappropriation of funds or other activity against which the Program Administrator indemnifies the Contract Administrator and the Commission under Paragraph 14.2.5, or breach of confidentiality provisions set forth in this Agreement, by the Program Administrator or its officers, agents, employees, affiliates, Subcontractors and/or Implementers.

15.0 Conflict-of-Interest Provision

15.1 The Program Administrator, its employees and its Subcontractors and Implementers may engage in business activities, other than those described directly below in Paragraphs 15.2 and 15.3, as long as these activities do not create a conflict of interest with the performance of the Work. The Program Administrator also (i) affirms that it, its employees and its Subcontractors and Implementers shall promptly and fully inform the Commission of any business activities and/or relationships which any person or entity, fully acquainted with the circumstances, could reasonably conclude might unfairly advantage the Program Administrator, employee, Subcontractor(s) or Implementer(s), and (ii) agrees that the Program Administrator, its employees and its Subcontractors and Implementers shall abide by the Commission's reasonable determination as to whether such activities or relationships fall within the terms of this Paragraph.
The Program Administrator agrees, and agrees to obligate its employees, Subcontractors and Implementers, to discontinue any activity which the Commission determines to constitute a conflict of interest.

15.2 The Program Administrator affirms that neither it, nor any of its employees, Subcontractors or Implementers, has or presently expects to have or enter into any beneficial, contractual or business relationship with the Contract Administrator, the Commission, the Evaluator, the Compliance Agent or the Fiscal Agent that will directly affect the Program Administrator's performance of the Work. The Program Administrator further affirms that it and its employees, Subcontractors and Implementers shall not develop, pursue, or confirm any such beneficial, contractual, or business relationship with any of the above-mentioned persons or entities at any time during the term of this Agreement, or for 6 months thereafter, without the prior written permission of the Commission.

15.3 While conducting business on behalf of any other organization other than the Focus on Energy Program, the Program Administrator and its Subcontractors and Implementers shall ensure that their time, travel and any other costs are not billed to the Focus on Energy Program.

16.0 Records Available for Audit and Inspection

16.1 The Program Administrator shall maintain, and shall cause each of its Subcontractors and Implementers to maintain, accurate and complete records, books, documents, payroll papers, accounting records and materials, invoices, receipts, copies of contracts with Subcontractors and Implementers, and other evidence pertaining or relating to the Work the Program Administrator or its Subcontractors and Implementers perform, and all transactions related thereto, or to the costs it incurs under this Agreement (collectively, and whether in tangible, digital or electronic form, the "Records"), with all such Records to be maintained in accordance with Generally Accepted Accounting Principles consistently applied, and to be retained by the Program Administrator and its Subcontractors and Implementers throughout the term of this Agreement and for six (6) years following its termination or expiration. The Program Administrator shall make, and shall cause each of its Subcontractors and Implementers to make, all such Records available upon request at reasonable times and from time to time during the term of this Agreement and for six (6) years thereafter for inspection and audit by the Contract Administrator, the Commission, the Compliance Agent, the Evaluator, the Fiscal Agent or any of their respective authorized representatives or agents. If any litigation, claim, or audit begins on or before the date that is six (6) years after this Agreement terminates or expires but is not concluded by such date, the Records shall be retained by the Program Administrator and its Subcontractors and Implementers until all litigation, claims or audit findings involving the Records have been resolved. The Program Administrator shall include in all of its subcontracts a provision that states that the records of the Subcontractors and Implementers related to the Work shall be subject to audit and examination during the term of this Agreement and for a period of six (6) years thereafter. The provisions in Paragraph 16 shall also apply in the event of termination of this Agreement for any reason. The Program Administrator shall notify the Commission in writing of any planned conversion or destruction of any Records at least 90 days prior to such action, but the Program Administrator may not convert or destroy any Records it is required to maintain and retain hereunder. Any charges for copies provided by the Program Administrator of books, papers, computer files, computer printouts or other Records pursuant to this Paragraph 16 shall not exceed the actual cost thereof to the Program Administrator and shall be reimbursed by the Fiscal Agent. The Program Administrator shall cooperate fully, and cause each of its Subcontractors and Implementers to cooperate fully, in all inspections and audits, including without limitation by making their respective personnel available for questioning by the auditor(s).

16.2 The Records to be maintained and retained by the Program Administrator and its Subcontractors and Implementers must include the following, without limitation, and without limiting the obligations of the Program Administrator and its Subcontractors and Implementers under Paragraph 16.1:

(1) Documentation of employee time and billing rates;

(2) Documentation of all equipment, materials, and supplies billed to Focus on Energy, if any;

(3) Inventory records and supporting documentation for allowable equipment purchased, if any, to carry out the Work;

(4) Documentation and justification of methodology used in any in-kind contributions;

(5) Rationale supporting allocation of space charges, if any;

(6) Rationale and documentation of indirect costs, if any;

(7) Documentation of services and materials used in the Work and billed to Focus on Energy;

(8) Documentation supporting and substantiating any other direct expenses for which the Program Administrator is billing Focus on Energy, it being understood that the Program Administrator shall not bill Focus on Energy for any expenses except those identified and contained in a Commission-approved umbrella marketing plan or those from Commission-approved Subcontractors under Commission approved subcontracts;

(9) Documentation establishing that the Program Administrator and its Subcontractors and Implementers have submitted all reports, and delivered all other deliverables, that are required to be submitted or delivered by them pursuant to this Agreement, as well as the dates on which those reports were due and when they were submitted, and the dates on which those deliverables were due and when they were delivered;

(10) For each item, report, Subcontractor, Implementer, event or thing with respect to which the Program Administrator is required under this Agreement to obtain the approval of the Commission, and/or the Contract Administrator, documentation establishing that such approval has been obtained, and when it was obtained; and

(11) Any and all other Records which support charges to project funds or which relate to the performance of the Work or any transaction related thereto. The Program Administrator must maintain sufficient segregation of Work-related Records from other projects or programs.

17.0 Legislative Testimony and Communication with Other Stakeholders

17.1 The Program Administrator and any Subcontractor, with prior approval by Program Administrator, or Implementer may provide legislative testimony or other

information to legislators or legislative committees on energy efficiency and renewable energy issues in its capacity as the Program Administrator or Subcontractor or Implementer for the Focus on Energy Program, respectively. The Program Administrator or Subcontractor or Implementer may also provide legislative testimony or other information to legislators or legislative committees on energy efficiency, renewable energy and other issues on behalf of its own organization or, upon request, on behalf of Contract Administrator and/or the Commission. In order to prevent confusion regarding whether legislative testimony or information is being presented on behalf of the Focus on Energy Program or on behalf of the Program Administrator's or Subcontractor's or Implementer's own organization or on behalf of Contract Administrator and/or the Commission, the parties agree to the following guidelines:

17.1.1. Whenever the Program Administrator or a Subcontractor or Implementer is requested to provide legislative testimony or other information to legislators or legislative committees in its capacity as the Focus on Energy Program Administrator or Subcontractor or Implementer, as applicable, it shall notify the Commission. This notification shall include the name of the Committee or legislator requesting the testimony or information, the date and time the testimony is scheduled, and the specific topic to be discussed. No testimony shall be provided by the Program Administrator or any Subcontractor or Implementer related to the Focus on Energy Program prior to receiving approval from the Commission. Following the hearing, the Program Administrator or Subcontractor or Implementer shall provide the Commission as well as the Program Administrator, with a copy of any written materials specifically developed for, and handed out at, any appearance;

17.1.2. Any person testifying at the legislature or providing other information to legislators or legislative committees on behalf of the Focus on Energy Program or on behalf of his/her own organization, shall state on the record at the beginning of his/her testimony which entity he/she is representing;

17.1.3. Any person testifying at the legislature or providing other information to legislators or legislative committees on behalf of the Focus on Energy Program shall not provide testimony or information that would, in the reasonable judgment of the Contract Administrator or the Commission, diminish the Program Administrator's effectiveness unless such testimony is required by operation of law; and

17.1.4. Whenever the Program Administrator or a Subcontractor or Implementer is requested to provide information in its capacity as the Focus on Energy Program Administrator or Subcontractor or Implementer, as applicable, by Utility staff, interveners or other stakeholders participating in rate cases, or other issues which require a Commission decision and order, they shall first

notify the Commission. This notification shall include the name of the person and the organization for which he/she works and the nature of the topic to be discussed.

18.0 Program Income

18.1 All Program Income shall be tracked and recorded on the Program Administrator's monthly invoice on a line item called "Program Income." Program Income generated in a specific Program area, e.g. education and training, shall be submitted to the Fiscal Agent on a quarterly basis. These funds will be deposited in the Focus on Energy general fund. Should these funds be needed by the Program Administrator for the Program area that generated them, the dollars can be transferred to the Program Administrator through an amendment to this Agreement that has been signed by the parties and approved by the Commission.

19.0 Ownership of Data, Records and Intellectual Property; Confidentiality

19.1 Work Product

19.1.1. All products of the Program Administrator's and its Subcontractors' and Implementers' Work, including without limitation, , data, records originated, developed or prepared by the Program Administrator or its Subcontractors or Implementers, or originated, developed or prepared jointly by the Program Administrator, and/or Subcontractor(s) and/or Implementer(s), and/or the Commission or its agents and/or the Contract Administrator or its agents pursuant to this Agreement, including but not limited to papers, outlines, drawings, sketches, art work, plans, photographs, specifications, estimates, reports, charts, surveys, survey results, computer databases and spreadsheets or similar documentation, and any Work product determined by the Commission to be necessary to the success of the Programs approved for implementation by the Commission, shall be delivered to and are and shall be the sole property of the Commission. The Program Administrator may resell a Work product only with the Commission's prior written approval; if after receiving such approval the Program Administrator resells any Work product, ninety percent (90%) of the funds received from such sale shall be used by the Program Administrator as a credit on its monthly invoice pursuant to Attachment E. The remaining ten percent (10%) shall be retained by the Program Administrator.

19.1.2. Notwithstanding any other language in this Agreement to the contrary, (i) all pre-existing Program Administrator intellectual property, confidential and proprietary material, provided that it has been identified in advance in writing as such with reasonable particularity, shall remain the sole property of Program Administrator, and nothing in this Agreement shall be construed as giving the Commission any right or form of ownership to such intellectual property or confidential or proprietary material, and (ii) Program

Administrator acknowledges and agrees that Contract Administrator is the sole owner of all databases, Program participant information, Utility Customer usage information, and similar data developed or delivered in connection with the Programs to be administered hereunder (all of which shall be deemed to be "Confidential Information" of the Contract Administrator for purposes of this Agreement), and Program Administrator shall acquire no rights of ownership in any such materials, and shall provide all such materials to the Contract Administrator upon request.

19.1.3 Focus on Energy, LLC holds the Intellectual Property Rights associated with "Focus on Energy" and related logos, service marks, and trademarks. The Focus on Energy Program Administrator, during its tenure as the Program Administrator, is the registered agent for Focus on Energy, LLC and holds the rights, title, and interest in and to the Focus on Energy logo and trademark and to any registrations, renewals, etc. The rights of the registered agent will terminate when it is no longer the Focus on Energy Program Administrator.

19.2 Equipment and Materials Purchased Under This Agreement

19.2.1. Title to equipment or materials purchased directly with funds provided under this Agreement (if any) shall vest in the Commission's name, unless otherwise specified by an amendment to this Agreement. Disposition of any such equipment or materials shall be in accordance with applicable State of Wisconsin property disposal procedures, unless otherwise specified by an amendment to this Agreement.

19.3 Research Reports or Similar Publications

19.3.1. When requested by the Commission, any research report, conference presentation, journal paper or similar other publication prepared or released in written form by the Program Administrator or any of its Subcontractors or Implementers that identifies the Commission or the Contract Administrator, implicitly or explicitly, or relies on data acquired from the Program Administrator's or its Subcontractors' or Implementers' performance of this Agreement, may be reviewed by the Commission prior to release. In such a case, no publication shall be released unless approved in writing by the Commission. The Commission shall not unreasonably withhold or delay approval. Timely review of the reports by the Commission is essential for the smooth continuation of the Work.

19.4 Surviving Expiration or Termination of This Agreement

19.4.1. The terms of Paragraph 19 shall continue in effect during the term of this Agreement and for a period of two (2) years after the expiration or termination of this Agreement. The terms of Paragraph 16 shall continue in

effect during the term of this Agreement and for at least six (6) years after the expiration or termination of this Agreement, or longer, if so indicated in Paragraph 16. More generally, those provisions of this Agreement that by their express terms or nature are intended to survive termination or expiration of this Agreement (including without limitation the indemnification provisions) shall so survive.

19.5 Confidentiality

19.5.1. Obligation. Each party shall keep confidential and, except for the purpose of fulfilling its obligations under or exercising its rights under this Agreement, shall not disclose to any Third Party or use for its own benefit or for the benefit of any Third Party, any Confidential Information of the other party. Each party as receiving party shall limit access to Confidential Information of the disclosing party to those of its employees or agents who have a need to know such Confidential Information in order to perform the receiving party's obligations under this Agreement, and who are under a duty of confidentiality at least as restrictive as the confidentiality obligations set forth in this Agreement. The obligations set forth in this Paragraph shall survive any termination or expiration of this Agreement.

19.5.2. Exclusions. The above confidentiality obligations in Paragraph 19.5.1 shall not apply to information requested by the Commission provided that the Commission affords the disclosed information confidential protection to the extent allowed by law. The above confidentiality obligations in Paragraph 19.5.1 shall also not apply to information which (a) is or becomes generally known or available through no act or failure to act by the receiving party; (b) is already known by the receiving party at the time of receipt from the disclosing party hereunder as evidenced by its records; (c) is furnished to the receiving party by a Third Party, as a matter of right and without restriction on disclosure; or (d) is disclosed with the written permission of the disclosing party providing the Confidential Information.
In addition, the receiving party shall be entitled to disclose Confidential Information of the disclosing party pursuant to a requirement of a governmental agency or law, provided that the receiving party provides prompt written notice to the disclosing party of such requirement or law so as to afford the disclosing party an opportunity to intervene and oppose or limit disclosure and/or obtain a protective order.

19.6 Injunctive Relief. The parties acknowledge that a breach or threatened breach of Paragraph 19.5 by either of the parties may cause the non-breaching party to suffer irreparable harm and injury such that no remedy at law will adequately compensate the non-breaching party. Thus, the non-breaching party shall have the right to obtain injunctive relief with respect to any such breach or threatened breach, in addition to damages and other remedies.

20.0 Use of the "Focus on Energy®" Name

20.1 The official name of the statewide energy efficiency and renewable energy resources programs is "Focus on Energy." This is the only identifying name that shall appear on Program marketing materials. The names of the Program Administrator and its Subcontractors and Implementers or their affiliates shall not appear on any Focus on Energy marketing materials or other documents provided to Customers served by the Program Administrator or its Subcontractors or Implementers. The intent of this requirement is to have one name and one identity for energy efficiency and renewable resource programs in order to prevent confusion among Customers served by the Program Administrator and its Subcontractors or Implementers when the Program Administrator and its Subcontractors or Implementers are providing Program services.

21.0 No Gifts or Gratuities

21.1 Neither the Program Administrator nor any of its employees, agents, Subcontractors or Implementers shall give title to or possession of any gifts or gratuities of substantial value (i.e., in excess of $50) (including property, currency, travel/or education programs) to any employee of the Contract Administrator, the Commission, the Evaluator, the Compliance Agent or the Fiscal Agent during the term of this Agreement.

22.0 Applicability to Subcontractors and Implementers and Others

22.1 The Program Administrator shall obtain written statements from anyone it employs or contracts with to perform the Work that they understand and agree to be bound by the terms of Paragraphs 19, 20 and 21 of the Main Agreement.

23.0 Fair Employment Practices and Americans with Disabilities Act

23.1 The Program Administrator agrees to comply with the requirements of Wisconsin and federal law relating to fair employment practices. To the full extent applicable, the Program Administrator shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 and any amendments thereto, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Program Administrator under this Agreement. The Program Administrator further agrees to include this provision in all of its subcontracts.

24.0 Force Majeure

24.1 Each party's performance of any part of the Agreement shall be excused if and to the extent that such performance is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, or any other cause beyond such party's reasonable control and not due to such party's negligence. If any such event occurs,

the non-performing party shall promptly notify the other party of the nature of such condition and the extent of the delay, and shall make reasonable, good faith efforts to resume performance as soon as possible.

25.0 Severability

25.1 If any provision of this Agreement shall be adjudged to be unlawful or invalid, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement, and the remaining provisions shall be construed so as to give the greatest effect to the intent of the parties.

26.0 Survival of Requirements

26.1 Unless otherwise authorized in writing by the Contract Administrator and approved by the Commission, the terms and conditions of this Agreement shall survive the term of this Agreement and shall continue in full force and effect until the Program Administrator has completed, and is in compliance with, all of its requirements, or if applicable, until the end of the applicable time period specified in Paragraph 19.4.1.

27.0 Waiver

27.1 Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other type of default or of the same type of default on a different or future occasion.

28.0 Applicable Law

28.1 This Agreement shall be governed by the laws of the State of Wisconsin. The exclusive venue for any dispute or controversy arising out of or under this Agreement shall be the Dane County, Wisconsin Circuit Court or the Federal District Court for the Western District of Wisconsin.

29.0 Financial Audit

29.1 On an annual basis throughout the term of this Agreement, the Program Administrator shall undergo a certified financial audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing standards. The Program Administrator shall provide the Commission and the Contract Administrator with a copy of the audit report for each such audit within sixty (60) days after the completion of the audit.

30.0 Entire Agreement

30.1 This Agreement, including its Attachments, represents the entire agreement between the parties relating to the subject hereof. All prior and contemporaneous agreements,

representations, statements, negotiations, and understandings (whether written or oral) are merged herein and shall have no effect. The Program Administrator acknowledges and agrees that (i) the Contract Administrator is the sole counter-party to this Agreement, (ii) the Contract Administrator is a separate legal entity distinct from its members, and (iii) the individual members and affiliates of Contract Administrator shall have no rights or obligations under this Agreement. This Agreement consists of the following documents:

- Main Agreement
- Attachment A: Scope of Work - Management and Operations
- Attachment B: Scope of Work - Business Portfolio
- Attachment C: Scope of Work - Residential Portfolio
- Attachment D: Scope of Work – Rural & Agriculture Programs
- Attachment E: Compensation, Payment, and Performance Bonus
- Attachment F: 2019 – 2022 Net Lifecycle and Verified Gross Lifecycle Goals

The Policy Manual does not form a part of this Agreement, although it does provide rules, regulations and policies of the Focus on Energy Program that must be followed by the Program Administrator and its Subcontractors and Implementers. In the event of any conflict between the provisions of this Agreement and the provisions of the Policy Manual, the provisions of this Agreement shall take precedence.

30.2 The parties agree and acknowledge that this Agreement is subject to the approval of the Commission.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS AGREEMENT

By the STATEWIDE ENERGY EFFICIENCY AND RENEWABLES ADMINISTRATION, INC. (SEERA)	By APTIM, Program Administrator
Date: Dec 27, 2018	Date: 29 DEC 2018
Signature: Dennis M. Derricks	Signature:
Name: Dennis Derricks	Name: TYSON HACKENBERG
Title: Chairperson	Title: VICE PRESIDENT

ATTACHMENT A
SCOPE OF WORK – MANAGEMENT AND OPERATIONS

In the event of a conflict between the provisions of the Main Agreement and this Scope of Work, the provisions in this Scope of Work shall take precedence. Capitalized terms used but not defined herein shall have the meanings given to them in the Main Agreement.

1.0 Statutory Purpose and Priorities

1.1 The Program Administrator and its Implementers shall offer Programs that meet the priorities and purposes specified in Wis. Stat. § 196.374(2)(a)2. and (3)(b)1., as directed by the Commission.

1.2 The Program Administrator, through the Business and Residential Portfolios, and the Rural and Agriculture programs, shall meet the Commission-approved four year verified Gross Lifecycle Energy Savings and Demand Reduction Goals set forth in Attachment F.

1.3 Benefit/Cost Ratio. The Program Administrator shall ensure that, on an annual and quadrennial basis, the total Portfolio of all Focus on Energy Programs will result in a benefit/cost ratio that is at least equal to one (1.0), using a modified Total Resource Cost (TRC) test that is calculated consistent with the Commission's decisions in the quadrennial planning process III, docket 5-FE-101.

1.4 The Program Administrator shall ensure that approximately 60 percent of the annual Focus on Energy Program budget is allocated to the Business Portfolio Programs and approximately 40 percent of the Focus on Energy Program budget is allocated to Residential Portfolio Programs.

1.5 The Program Administrator will endeavor that, to the extent feasible and knowable, all eligible Utility Customers in all business, residential and other Sectors, regardless of geographic location, have equal opportunity to participate in Focus on Energy electric and natural gas efficiency and renewables programs.

2.0 Planning and Deliverables

2.1 **Strategic Planning Process.** The Program Administrator shall conduct a strategic planning process to set high level priorities and goals for the quadrennial period. The process shall integrate input from Utilities, the Commission, Implementers, and other stakeholders as appropriate. This

process will result in a plan that is due to the Commission by March 28, 2019. If no additional comments are provided by the Commission, then the plan will be considered final by April 30, 2019.

2.2 The Program Administrator shall provide the Commission with an **Annual Business Plan** by November 15, for the next program year. The Business Plan will include the list of Subcontractors and Implementers that the Program Administrator intends to use during the next calendar year. The Commission will provide the Program Administrator with commentary by December 15. If comments are not received by the Program Administrator by December 15, the plan will be considered final. If the Commission does submit comments, the Program Administrator will incorporate those comments and issue a final plan by December 30. The Program Administrator shall notify the Commission of any changes to the plan.

2.3 **Annual Program Strategic Alignment Plan template**. The Program Administrator shall create a Program Strategic Alignment Plan template (the "Template"), to be completed by Implementers on an annual basis. The Template will address how the program will engage different targeted sectors or Customer segments, as relevant, and how the program will contribute to the achievement of portfolio-level strategic goals.

3.0 Coordination and Collaboration

The Program Administrator shall coordinate with its Implementers and Subcontractors, the Contract Administrator, the Commission, other Contractors, and stakeholders (including without limitation Utilities participating in Focus on Energy, Trade Allies, Wisconsin state government agencies and external stakeholders) throughout the term of the Agreement to advance Focus on Energy goals and objectives.

3.1 The Program Administrator shall meet quarterly with the Contract Administrator to review accomplishments, identify issues that need attention, and discuss future activities.

3.2 The Program Administrator shall meet weekly, unless otherwise agreed to by the Commission, with the Commission to review accomplishments, identify issues that need attention, and discuss future activities.

3.3 The Program Administrator shall host semi-annual meetings, unless otherwise agreed to by the Commission, with Implementers to review accomplishments, coordinate activities, identify issues that need attention, and discuss future activities.

3.4 The Program Administrator shall participate in meetings organized by the Commission with the Commission, other Contractors, and key Implementers for the Focus on Energy Program. The Program Administrator shall make presentations as requested from time to time by the Commission relating to program planning, implementation, monitoring outcomes and results for other audiences.

3.5 The Program Administrator shall ensure that Implementers meet with Focus on Energy Trade Allies on a quarterly basis, and other stakeholders (as identified in the first sentence of Section 3.0 above) when issues arise or otherwise as appropriate, to advance Focus on Energy goals and objectives.

3.6 The Program Administrator shall meet regularly with participating Utilities to inform them of Focus on Energy progress, gather feedback and inform them of new Program offerings or changes to existing Programs. The Program Administrator will also work with Utility partners to identify, define, and implement strategies that align with utility priorities, including, but not limited to, coordination of Focus on Energy activities with Utilities' Commission-approved voluntary programs.

3.7 The Program Administrator, may enter into strategic partnerships to advance Focus on Energy goals and objectives. The Program Administrator must receive approval from the Commission to enter into any agreements that involve funding from the Focus on Energy budget.

4.0 Manage all Program Administrator Staff and Implementers and Subcontractors

4.1 The Program Administrator shall solicit, select, hire, and oversee employees, Implementers and Subcontractors to perform the Work pursuant to the Agreement and develop methods for managing their performance and compensation with input from Commission. The Program Administrator shall bring in industry- specific and technology-specific specialized expertise on an as-needed basis to provide the appropriate level of energy efficiency and renewable energy technical assistance to Customers.

4.2 Should the Program Administrator, with consent of the Commission, promote a staff person on the Focus on Energy Program such that the person's Focus on Energy billing rate increases, it shall increase the compensation that it pays to such person by an amount and within a timeframe that is in compliance with Program Administrator's then current Human Resources policies and procedures, but only if Program Administrator has not already increased such person's compensation within the preceding six (6) months and not also changed such

person's billing title on the Focus on Energy Program. With respect to any audit by Compliance Agent of Program Administrator's obligations under this Section 4.4., Program Administrator shall provide information requested by Compliance Agent under a standard non-disclosure agreement that is mutually acceptable to both the Program Administrator and the Compliance Agent (such acceptance not to be unreasonably withheld or delayed) by which Compliance Agent would not be permitted to share such information, including but not limited to employee compensation information, with any Third Party (except to the extent permitted by the express terms of the non-disclosure agreement), but would use such information for Compliance Agent's audit purposes only to verify compliance with Program Administrator's obligations under this Section 4.4.

4.3 The Program Administrator shall notify and seek approval from the Commission prior to any key individual staffing changes being made by the Program Administrator. The Program Administrator shall notify the Commission in writing within fifteen (15) days of Program Administrator's gaining knowledge of any change in status of any of the Program Administrator's Subcontractors, any Implementers, or any of any Implementer's subcontractors, it being understood that the Program Administrator shall use commercially reasonable efforts to learn of such changes in status as promptly as possible, and shall contractually require its Subcontractors and Implementers to inform it of such changes as soon as they occur. The term "change in status" as used herein means, without limitation, (A) the sale of a majority of the issued and outstanding shares of voting equityinterests of an entity; (B) the reorganization, merger or consolidation of an entity, unless immediately following such business combination all or substantially all of the individuals and entities who were the beneficial owners of that entity immediately prior to such business combination beneficially own, directly orindirectly, a majority of the issued and outstanding shares of voting equity interests of such entity; (C) the sale or transfer of all or substantially all of the assets of an entity; (D) the occurrence of any other event whereby the person or group of persons who ultimately own or control an entity prior to such occurrence no longer has the right or ability to control or cause the direction of the management and policies of that entity; or (E) an Implementer starts using a new subcontractor or terminates a subcontractor.

4.4 The Program Administrator shall conduct all solicitations for Implementers and Subcontractors in a manner that is fair and promotes competition.

4.5 Program Administrator shall also provide each proposed agreement that it intends to enter into with a Subcontractor to the Commission for review and approval reasonably far in advance of the date on which the Program Administrator intends to execute that agreement.

4.6 The Program Administrator shall be responsible for all matters involving any of its Implementers or Subcontractors engaged under this Agreement, including

without limitation contract compliance, performance, and dispute resolution, with input from the Commission.

4.7 The Program Administrator shall present itself, and shall cause all of its Implementers and Subcontractors to present themselves, as representatives of Focus on Energy when they deal with the media, the public and Program participants regarding Focus on Energy Programs. In media dealings that involve Focus on Energy funded activities, the Program Administrator and its Implementers and Subcontractors shall clearly state and identify that the activity or program is funded by Focus on Energy.

4.8 The Program Administrator through its Implementers shall ensure that all participating Customers and all energy efficiency and renewables programs and savings activities are eligible per the applicable Program requirements.

4.9 Compliance Agent

4.9.1. The Program Administrator shall comply, and shall cause all of its Implementers and Subcontractors to comply, with all reasonable auditing requests made by the Compliance Agent as directed by the Commission. The Program Administrator shall cooperate, and shall cause all of its Implementers and Subcontractors to cooperate, in a timely manner with the Compliance Agent and meet deadline requests set by the Compliance Agent (as such requests may be extended by the Compliance Agent in its discretion in response to a request for change or extension that has been made in writing). The Commission may withhold payments otherwise due to the Program Administrator until the Program Administrator and all of its Implementers and Subcontractors have fully complied with an audit request. The Compliance Agent shall grant Program Administrator and its Implementers and Subcontractors at least ten (10) days to respond to audit requests. The Program Administrator and each of its Implementers and Subcontractors shall have the opportunity to review and comment on that portion of any draft audit report that applies to it, and discuss any draft findings with the Compliance Agent, prior to the audit report being sent to the Commission and finalized.

4.9.2. Without limiting its obligations under Section 4.10.1, in connection with each audit, the Program Administrator shall provide the Compliance Agent, without limitation, with the following: (1) copies and supporting documentation for all costs claimed on invoices charged to the Contract Administrator, (2) time keeping records (3) random timekeeper testing, (4) documentation of bidding process for awarding contracts to Subcontractors or Implementers, (5) memos or flowcharts documenting

internal controls, and (6) support for the allocation of rent/overheads charged to Focus on Energy.

4.9.3. Should the Compliance Agent find that (i) the Program Administrator has invoiced the Focus on Energy Program for a non-reimbursable charge, cost or expense, or has otherwise overcharged Focus on Energy or the Contract Administrator, or (ii) the Program Administrator has invoiced the Focus on Energy Program for charges, costs or expenses that the Compliance Agent is unable to substantiate, then upon request of the Commission, the Program Administrator shall reimburse the Focus on Energy Program for the amount in question by a credit or correction on its next invoice or by submitting a check to the Fiscal Agent, made payable to the Contract Administrator.

5.0 Financial Administration and Management

5.1 The Program Administrator shall be responsible for ensuring all financial data entered in SPECTRUM is accurate.

5.2 The Program Administrator shall submit monthly invoices to the Commission for review and approval. The Program Administrator shall ensure all information (including without limitation summaries of employee billing which include name, title, line item, hours worked, billing rate, and total billed by employee) is submitted electronically via SPECTRUM.

5.3 The Program Administrator shall adhere, and shall ensure that all of its Implementers and Subcontractors adhere, to all requirements outlined in the Policy Manual, as it may be amended from time to time with Commission approval. In the event of any conflict between the provisions of this Agreement and the provisions of the Policy Manual, the provisions of this Agreement shall take precedence. (See Paragraph 30.1 in the Main Agreement.)

5.4 Per Wis. Stat. § 196.374(1) or Wis. Stat. § 196.374(2)(a)2.b, the Program Administrator shall ensure that ten percent of the total Focus on Energy Portfolio budget is reserved for agricultural producers and Local Units of Government on an annual basis. If that full amount cannot be spent on cost-effective programs for Local Units of Government and agricultural producers, any surplus funds will be spent on commercial, institutional and industrial Customers. Schools that are funded by taxpayers in the state are also included in this group, because they are Local Units of Government.

5.5 The Program Administrator and all of its Implementers shall utilize SPECTRUM to manage and track all invoices, payments, and Customer Incentives and other fiscal records pertinent to Focus on Energy Program administration and accounting.

5.6 The Program Administrator shall conduct an annual inventory of each non-expendable item and equipment directly funded by the Agreement or the Focus on Energy Program in accordance with the Policy Manual guidelines and maintain appropriate records and documentation with respect thereto, excluding marketing and outreach materials such as branded collateral, giveaway items, and 'pop-up' event displays.

5.7 Draft annual Program budgets for the Business and Residential Portfolios shall be submitted to the Commission by the Program Administrator no later than November 15 of the year prior to the year those budgets will be in effect. Absent written approval by the Commission of the individual proposed budgets by December 15 of the year prior to the year those budgets are to be in effect, the most recent Commission-approved budgets will remain in effect until a new budget is approved.

5.8 The Program Administrator shall manage the renewable Incentive budget as established by the Commission in docket 5-FE-101 within the prescribed budget limits, unless otherwise directed by the Commission for adding funding for programming not contemplated by this Agreement. Should the budget be exceeded, the Program Administrator and its Implementers shall be required to pay the amount of the excess themselves out of their own funds; and if Focus on Energy ultimately pays any portion of this excess, the Program Administrator and its Implementers shall promptly reimburse Focus on Energy out of their own funds for the amount so paid. For the avoidance of doubt, if the Program Administrator or its Implementers promise or commit to providing an Incentive, they cannot rescind that promise or commitment as long as all other eligibility requirements are met by the Customer; in this situation, the Incentive must be provided, even if it causes the budget to be exceeded and thereby obligates the Program Administrator and its Implementers to pay the amount of the excess out of their own funds.

5.9 Encumbrance Amounts

5.9.1. During any given program year, the Program Administrator may encumber/obligate up to, but not more than, 50 percent of any subsequent program year's Incentive budget on Incentives to be paid in that subsequent year in order to maintain a full project pipeline (for example, during 2019, the Program Administrator may obligate up to, but not more

than, 50 percent of the 2020 Incentive budget on projects to be paid during 2020). However, if during any program year (the "Current Year"), there is no approved Incentive budget for the following year, then the Program Administrator may encumber/obligate an amount up to, but not more than, 50 percent of the Current Year's Incentive budget on Incentives to be paid in that following year in order to maintain a full project pipeline. If in any program year the Program Administrator encumbers/obligates 40 percent of a subsequent program year's Incentive budget (or an amount equal to 40 percent of the Current Year's Incentive budget if there is no approved Incentive budget for the following year), the Program Administrator shall notify the Commission to discuss options on how to proceed.

5.9.2. In addition to the fifty (50) percent rule described above, the Program Administrator shall conduct a quarterly review of obligations to determine if certain long-term projects are going forward or if the dollars should be de-obligated.

5.9.3. The Program Administrator shall submit a quarterly report on the obligations to the Commission for review.

6.0 Information Systems Management

6.1 Information Security Protocol and protecting Personal Information

Administrator will implement security protocols consistent with those established in the Policy Manual and compliant with Privacy Laws for any Personal Information that is downloaded from or stored outside of SPECTRUM that is under Administrator's control. Administrator will ensure that the relevant language in this section is included in contracts for any Implementer, Subcontractor or Vendor that has access to Personal Information.

The information Security Protocol will include, at a minimum, the following:

6.1.1. In accordance with federal, state and local laws regarding background investigations, Administrator shall conduct employee background investigations, as required for employment. Upon SEERA's request, Administrator will provide certification to SEERA that the background checks were completed.

6.1.2. As soon as is administratively feasible, Administrator will notify the Systems Administrator to terminate access for an employee or Subcontractor whose contract terminates or if their permissions need

to be terminated for any reason. Administrator will follow the procedures outlined in the Policy Manual.

6.1.3. Administrator will ensure appropriate controls are in place to protect against unauthorized access and use of Personal Information. Per the terms of the Policy Manual, the Administrator will require that any persons it authorizes to have access to the Personal Information complete required trainings and documentation.

6.1.4. Administrator will convey digital records and files containing Personal Information using encryption or, via other secure FTP site or The Grid or other secure platform, as directed by the Administrator in the Policy Manual. Any Personal Information that is stored on portable devices must be encrypted and follow the additional guidelines contained in the Policy Manual.

6.1.5. All Personal Information will be stored on Subcontractor, Implementer and Implementer Subcontractor's servers in the United States unless the Licensee gives prior written approval for storage outside the U.S.

6.1.6. Within 90 days of execution of this contract, Administrator will provide a proposal for review and approval by SEERA and the Commission, to ensure SOC 2 compliance on the database under Administrator control.

6.2 Security Incident

6.2.1 Administrator will promptly notify the Commission of any security Incident, whether caused by malicious use, attack or exploitation of systems, unauthorized use of Personal Information by a person for purposes of theft, fraud, identify theft, or alteration of information and/or transmission of malicious code.

6.2.2 Administrator will investigate the reasons for and circumstances surrounding the Security Incident and take necessary actions to prevent, contain, and mitigate the impact of the Security Incident. Administrator will collect and preserve evidence concerning the Security Incident, including documentation regarding incident response and remedial actions taken.

6.3 Microsoft CRM System (SPECTRUM)

6.3.1. The Program Administrator shall employ an IT systems team that will assist the Commission in matters regarding the maintenance, support, and ongoing improvement of SPECTRUM and other key Focus on Energy

Program systems. The systems team will consult with the Commission representative for all matters related to SPECTRUM, and any decisions related to SPECTRUM are subject to the approval of the Commission.

6.3.2. The Commission representative and the Systems Administrator shall include the Program Administrator in discussions and plans related to setting SPECTRUM development priorities. The Systems Administrator shall engage the Program Administrator, Implementers, the Commission, and other stakeholders as appropriate, in an annual systems planning process.

6.3.3. The Program Administrator shall be given visibility into upcoming system changes, with adequate opportunity to assess potential program effects prior to the change occurring, and if necessary, work with the Commission representative and the Systems Administrator to come up with alternative solutions that lessen or eliminate negative program impacts.

6.3.4. Any and all requests for access to SPECTRUM from Implementers, etc., shall be directed to the Program Administrator, who will facilitate the requests to the Systems Administrator.

6.3.5. The Program Administrator's responsibilities with respect to SPECTRUM shall include, but not be limited to, the following:

6.3.5.1 Serving as the first line of technical support for all SPECTRUM users. This includes reviewing, evaluating, and when possible, resolving system issues that arise.

6.3.5.2 Providing training and assistance to all Program Administrator, Implementer and Subcontractor staff when requested and through pro-active outreach. This includes hosting working groups, developing how-to videos, etc.

6.3.5.3 Ensuring that each Implementer and Subcontractor has an adequate internal training plan that adheres to the Focus on Energy and SPECTRUM-specific policies and procedures. All new users must be required to have a baseline of knowledge before they start using the system.

6.3.5.4 Developing and maintaining processes for monitoring data quality in all areas of SPECTRUM.

6.3.5.5 Evaluating the data being collected to ensure it has a legitimate use for Focus on Energy Program goals and/or objectives.

6.3.5.6 Ensuring that all key performance indicators (KPIs) in Program Administrator's contracts with Implementers and other data reporting provisions are feasible both from a data collection and reporting standpoint before program plans are developed.

6.3.5.7 Performing quarterly reviews of user activity to ensure that all licenses are being utilized. Users that have licenses but are not accessing the system should be deactivated.

6.3.5.8 Assisting the Commission in updating the SPECTRUM Reference Guide and other supporting documentation.

6.3.5.9 Assisting with monitoring and cleanup of SPECTRUM data as directed by the Commission.

6.3.5.10 Ensure data can be extracted from SPECTRUM and analyzed to support program functions.

6.3.5.11 The Program Administrator shall maintain a MS SharePoint system, the Grid that provides access for Implementers, the Program Administrator, other contracted Focus stakeholders, and the Commission.

6.4 The Program Administrator, and all of its Subcontractors and Implementers which use SPECTRUM, shall each maintain sufficient information technology systems (software, hardware, network speeds, etc.) to enable them to fully access and utilize SPECTRUM.

6.5 The Program Administrator shall ensure that its Implementers use the functions in SPECTRUM to the maximum degree feasible for effective delivery of their Program(s). Unless given a waiver by the Commission, no other system shall be used by the Program Administrator or any of its Implementers that replicates or overlaps SPECTRUM functionality. This includes but is not limited to storing large amounts of Program data. The Program Administrator shall maintain a list of all software databases used by each of the Implementers to access SPECTRUM.

6.6 Focus on Energy Program Data

6.6.1. The Commission retains ownership of all data gathered under this Agreement or through activities under or funded by this Agreement.

6.6.2. The Program Administrator shall coordinate with the Commission regarding planning for future collection of Program data not currently being collected.

6.6.3. Upon request, the Program Administrator shall provide the Commission a status on any unresolved Customer complaints.

6.6.4. The Program Administrator shall treat all individual Personal information and data as Confidential Information consistent with the provisions in the Main Agreement, and the Policy Manual. The Program Administrator shall not release any of this information to the public, to any Third Party unless authorized in writing by the Commission.

6.6.5. If an Implementer and/or Implementer Subcontractor contract is terminated, the Program Administrator shall ensure that its employees obtain the following types of documents from their staff and upload them to The Grid. Types of documents to upload includes but is not limited to: mailing lists, contact information, papers, outlines, drawings, sketches, art work, plans, photographs, specifications, estimates, reports, charts, surveys, survey results, computer databases and spreadsheets and similar documentation.

6.7 Reporting

6.7.1. The Program Administrator shall work with the Commission to utilize an effective quarterly activity report format, including without limitation unverified energy savings results, budget status, progress to date and Program accomplishments. The Program Administrator shall produce required reports using the templates agreed upon by it and the Commission and submit completed reports to the Commission.

6.7.2. The Program Administrator shall cooperate with the Commission to respond to all requests for information on the Focus on Energy Programs from the public, the Legislature, the Governor's office and other interested parties.

6.7.3. The Program Administrator shall assist the Commission with writing and compiling various reports required under Wis. Stat. §196.374, including, but not limited to:

6.7.3.1 A biennial report to the Governor that summarizes the amount recovered from each Customer class and the amount of grants made to, and benefits received by, each Customer class.

6.7.3.2 An annual report to the Legislature on the expenses of the Commission, Utilities and Program Administrator incurred by or in implementing the Focus on Energy Program. The report shall also include the Focus on Energy Program's effectiveness in reducing demand for electricity and increasing the use of renewable resources.

6.7.3.3 An annual statement by Energy Utilities describing programs and presenting cost and benefit information.

6.8 Evaluation and Measure Management

6.8.1. The Program Administrator shall have primary responsibility for defining measure offerings, and determining and documenting the energy savings associated with each measure. In cooperation with the Commission and the Evaluator, the Program Administrator shall ensure that accurate and complete data for measurement and verification of Focus on Energy Program energy savings is documented in SPECTRUM. Other performance metrics, including but not limited to Customer satisfaction and non-energy benefits, shall also be documented in SPECTRUM or in other forms as appropriate. All performance data must be collected, stored, formatted to ensure it can be efficiently shared with the Commission, the Evaluator, and other persons or entities that the Commission or the Contract Administrator determines need the data. The Program Administrator shall participate in Evaluation Workgroup meetings.

6.8.2. **Measure management.** The Program Administrator shall manage the workpaper process to vet and approve new measures and make changes to existing measures. Draft workpapers shall be reviewed by the Evaluator, and must receive final approval from the Commission. Finalized workpapers will be incorporated into the Technical Reference Manual (TRM) by the Evaluator. The Program Administrator shall work with the Commission to manage measure records in the database.

6.8.3. **Completeness and accuracy of data for evaluation.** The Program Administrator will work with its Implementers to ensure that Customer and project information logged into SPECTRUM is as complete and accurate as possible. The Program Administrator will work with the Commission and the Evaluator to provide available program data for evaluations, and to the extent feasible, work to resolve any data-related issues or questions that arise during the evaluation process.

6.8.4. **Evaluation reviews and coordination.** The Program Administrator shall work with the Evaluator to coordinate the review of evaluation related deliverables across Program Administrator staff and Implementation staff, as appropriate. These deliverables may include items such as draft evaluation plans, draft surveys and survey results, early results memos, and draft process and impact evaluations. The Program Administrator shall participate in Evaluation Working Group meetings.

6.8.5. **Program Evaluation Response Plan Templates.** The Program Administrator shall create an Evaluation Response Plan template for Implementers to complete after the previous year's evaluation results are final. These templates shall include sections on how Implementers will address relevant evaluation findings, and to the extent feasible, how they plan to mitigate free ridership. Once final, these plans shall be provided to the Commission and the Evaluator to inform program and evaluation activities and coordination.

7.0 Marketing and Communications

7.1 Public Information

7.1.1. The Program Administrator shall keep all relevant materials updated and made available through the Focus on Energy website and/or SharePoint site. Such materials shall include, but not be limited to, Incentive applications, program descriptions, Incentive reservation balances for renewables, fact sheets, a list of eligible utilities, and contact information for participating Trade Allies.

7.2 Marketing and Outreach Communications and Materials

7.2.1. The Program Administrator and its Implementers and Subcontractors shall follow the Focus on Energy Brand Guidelines developed by the Program Administrator and approved by the Commission for marketing pieces, including press releases, fact sheets, direct mail pieces, program

brochures, and other collateral materials.

7.2.2. The Program Administrator shall develop a marketing plan template to be used by Implementers and the Program Administrator in order to provide consistent information.

7.2.3. The Program Administrator shall develop an umbrella marketing plan for each year during the term of the Agreement and coordinate all Implementer marketing plans. All plans for each calendar year shall be submitted to the Commission for review by January 1 with final plan submitted by March 1 for approval.

7.2.4. Each umbrella marketing plan shall include: key messages, channels, training, strategies, proposed measurement of success, and lists of key memberships or sponsorships proposed, pending Commission approval.

7.2.5. The Program Administrator shall forward the Commission-approved marketing plans and a campaign calendar for each calendar year to the Utilities by December 15 of the immediately preceding year in order to coordinate marketing activities prior to the start of a new program year. The Program Administrator shall inform the Utilities in writing of any changes to Programs or offerings at least three weeks prior to the changes taking effect.

7.2.6. The Program Administrator shall review and be responsible for all content of individual marketing pieces for the Focus on Energy Program, including press releases, fact sheets, direct mail pieces, program brochures, and other collateral materials for style and content.

7.2.7. To the extent possible, the Program Administrator and all Implementers shall use SPECTRUM for tracking all marketing campaigns.

7.2.8. The Program Administrator shall be responsible for all program publicity in coordination with Program Implementers.

7.2.9. The Program Administrator shall be responsible for maintaining and updating the business Incentive catalogs along with determining their utility to the market. At any time, the Administrator may discontinue the publication (hard copy or otherwise) of the Incentive catalogs as program’s change.

7.2.10. The Program Administrator shall be responsible for the development and maintenance of the focusonenergy.com website and all tools integrated into the website. Program Implementers may include API's to tie in their customized tools to the Focus website at the Administrator's discretion.

7.2.11. The Program Administrator shall be responsible for managing content on all of Focus on Energy's social media channels, including but not limited to Facebook, Twitter, LinkedIn and Instagram.

8.0 Customer Call Center

8.1 The Program Administrator shall operate a Customer service center equipped with a toll free number and email addresses to respond to Customer inquiries and direct Customers to available energy efficiency resources.

8.2 In the operation of the Customer service center, the Program Administrator shall select a software platform best suited to the program's needs, and shall accurately collect and retain all required information.

8.3 The Program Administrator shall make licenses available for Program Implementers within the selected software and provide training to ensure consistency among Customer service representatives at all companies.

- During normal business hours (Monday through Friday, 9:00 AM to 5:00 PM Central, excluding official state holidays and Program Administrator corporate holidays) the Program Administrator will answer the toll free number. All Customer inquiries made via email or voicemail will be responded to within one (1) day.

8.4 The Program Administrator shall include Customer service center usage metrics in its reports.

9.0 Research and Development

9.1 **Environmental and Economic Research and Development Program (EERD).** In coordination with the Commission, the Program Administrator, or its subcontractor, shall lead the RFP process and will select EERD projects for funding. The Program Administrator or its subcontractor shall contract with grant recipients after EERD research projects have been selected and oversee grant recipients' completion of project objectives. Invoices shall be entered into and paid out of SPECTRUM. The Program Administrator shall manage the budget allocated for EERD projects listed on Table 1 of Attachment D.

9.2 **Focus Forward.** In 2019, the Program Administrator shall work with its relevant subcontractor(s) to develop and finalize a process to find, vet, and test new and innovative ideas for Focus, such as emerging technologies and new program approaches or designs. Strategies to test new ideas may include, but are not limited to, emerging technology demonstrations, design thinking, rapid prototyping, and full pilots. The process that is defined will include engagement and coordination with the Commission, utility representatives, and other stakeholders as appropriate.

ATTACHMENT B
SCOPE OF WORK – BUSINESS PORTFOLIO

In the event of conflict between the provisions of the Main Agreement and this Scope of Work, the provisions in this Scope of Work shall take precedence. Capitalized terms used but not defined herein shall have the meanings given to them in the Main Agreement.

1.0 Introduction

1.1 The Program Administrator shall contract with Implementers to implement the Business Portfolio Programs described in Section 4 of this Scope of Work.

2.0 Statutory Purpose and Priorities

2.1 The Program Administrator and its Implementers shall offer Programs that meet the priorities and purposes specified in Wis. Stat. § 196.374(2)(a)2 and (3)(b)1.

2.2 The Program Administrator, through the Business Portfolio, shall meet a portion of the Commission-approved four-year verified Gross Lifecycle Energy Savings and Demand Reduction Goals set forth in Attachment F.

2.3 Benefit/Cost Ratio. The Program Administrator shall ensure that, on an annual and quadrennial basis, the total Business Portfolio of Programs will result in a benefit/cost ratio that is at least equal to one (1.0), using a modified Total Resource Cost (TRC) test that is calculated consistent with the Commission's decisions in the quadrennial planning process III, docket 5-FE-101.

3.0 Work Requirements

3.1 The Program Administrator and its Implementers shall plan, develop, and offer a suite of Business Portfolio Programs to meet the standards in this Statement of Work and the Agreement following the Program plans approved by the Contract Administrator and the Commission.

3.2 The Program Administrator shall oversee the implementation of the Business Portfolio Programs by its Implementers. The core components of oversight include, but are not limited to: 1) tracking and holding all Implementers accountable for energy savings goals; 2) ensuring compliance by all Implementers with established policies and procedures; 3) ensuring coordination of Program offerings and marketing between Programs; 4) tracking costs and budgets within each Program and the entire Business Portfolio; 5) meeting Customer satisfaction goals for each Program and the entire Business Portfolio; and 6) keeping Utilities apprised of Program offerings and changes.

3.3 The Program Administrator through its Implementers shall recruit, enroll and engage eligible Trade Allies to work with participating Customers. The Program Administrator has developed standards for Trade Allies to follow in delivering Business Portfolio services for Customers as approved Focus on Energy Trade Allies, and the Program Administrator shall ensure that all Trade Allies comply with these standards. Prospective Focus on Energy Trade Allies shall submit their applications to the Program Administrator, and the Program Administrator shall review and either approve or reject such applications.

3.4 At least thirty (30) days before the beginning of each calendar year during the term of this Agreement, the Program Administrator shall prepare and submit to the Commission for review and approval an annual Business Portfolio plan that includes specific Program-level metrics and information. The Program Administrator shall notify the Commission, and obtain Commission approval, before making major changes to the plan.

3.5 The Program Administrator shall coordinate Incentive and reward criteria and amounts within Focus on Energy Programs (including but not limited to Business Portfolio Programs) and with other programs offered by the Utilities or the State of Wisconsin for consistency and to maximize the impact of those activities.

3.6 The Program Administrator shall ensure that Program standards and guidelines are in place and are met for all Business Portfolio Programs, and shall annually consider improvements to Program standards, guidelines, training, marketing themes and Incentives. The Program Administrator shall actively involve its Implementers and coordinators of non-Focus on Energy programs in program planning and other issues that impact their Programs. The Program Administrator shall consider input

from the Contract Administrator, the Commission and other market sources.

3.7 The Program Administrator through its Implementers shall, to the extent feasible, standardize prescriptive and custom Incentive amounts across Business Portfolio Program areas to minimize market confusion and simplify the application process for Customers.

3.8 Should an Implementer seek to present Special Offers (a term which includes, but is not limited to, bonuses, bounties, or giveaways that are limited time offers), it shall submit a proposal to the Program Administrator, using a template designated by the Program Administrator, identifying the terms of the proposed offer, the reasons for that offer, and the projected effects on savings achievement and other Program outcomes. Implementers shall not offer any Special Offers until a proposal has been reviewed and approved by the Program Administrator and the Commission. The applicable Implementer shall submit a final report to the Program Administrator within 120 days after each approved Special Offer expires; these reports shall detail how many bonuses, bounties or giveaways were given, the dollar amount of same, the energy savings that resulted from the Special Offer, and such other information that would allow the Commission to evaluate the success or lack thereof of the Special Offer. The Program Administrator shall submit all Special Offer final reports to the Commission.

3.9 The Program Administrator through its Implementers shall ensure that all participating Customers and energy savings activities are eligible per the applicable Business Portfolio Program requirements before engaging in those activities with such Customers.

3.10 The Program Administrator through its Implementers shall promote energy- saving projects and technologies that have high energy-savings potential, and operate cost effective program portfolios that use innovative, targeted offerings to drive deeper savings per Customer interaction (penetration). The Program Administrator shall consult the findings of and data collected by Focus on Energy's 2017 potential study to inform development of high-potential, innovative offerings.

3.11 The Program Administrator and its Implementers shall coordinate the promotion of Business Portfolio Program offerings to eligible Customers through participating Utilities, marketing activities, and cross-Program promotions.

3.12 The Program Administrator and its Implementers will track, analyze, and report on participation and other data to offer ongoing improvements to delivery of Focus on Energy Business Portfolio Programs.

3.13 The Program Administrator shall ensure that its Implementers use the CRM and Marketing functions in SPECTRUM to the maximum degree feasible for effective delivery of their Program(s). Unless given a waiver by the Commission, no other system shall be used by the Program Administrator or any of its Implementers that replicates or overlaps SPECTRUM functionality. This includes but is not limited to storing large amounts of Program data. The Program Administrator shall maintain a list of all software/iPad/databases used by each of the Implementers to access SPECTRUM.

3.14 The Program Administrator, and all of its Implementers and Subcontractors which use SPECTRUM, shall each maintain sufficient information technology systems (software, hardware, network speeds, etc.) to enable them to fully access and utilize SPECTRUM.

3.15 The Program Administrator through its Implementers shall require participating Trade Allies to inform Customers it works with about other Focus on Energy Program offerings.

4.0 Business Portfolio Programs

4.1 Business Incentive Program

4.1.1. The Focus on Energy Business Incentive Program shall provide prescriptive and custom Incentives to support installation of energy efficient and renewable technologies and systems for non-residential Customers who do not qualify for the Large Energy Users Program, the Agriculture, Schools and Government Program, or the Small Business Program. The program targets commercial spaces (e.g. hotels, independent retailers, food sales, and food service establishments) and small to medium industrial facilities.

4.1.2. This Program shall leverage Trade Ally relationships for Program delivery to bolster uptake of custom and prescriptive Incentives.

4.2 Large Energy Users Program

4.2.1. The Large Energy Users Program shall work with large industrial, institutional, and commercial facilities to provide prescriptive and custom Incentives to support installation of energy efficient and renewable technologies and systems.

4.2.2. The Program Administrator through its Implementers shall ensure the Customers participating in this Program meet the definition of a Large Energy User. As defined by 2005 Wisconsin Act 141, Large Energy User "means a Customer of an energy utility that owns or operates a facility in the energy utility's service area that has: an energy demand of at least 1,000 kilowatts of electricity per month or of at least 100,000 therms of natural gas per month, and that, in a month, is billed at least $60,000 for electric service, natural gas service, or both, for all of the facilities of the Customer within the energy utility's service territory."

4.3 Agriculture, Schools and Government Program

4.3.1. The Agriculture, Schools and Government Program shall provide prescriptive and custom Incentives to support the installation of energy efficient technologies and systems for Customers who are Local Units of Government, schools that are
funded by tax-payers, and farms and select agricultural businesses in Wisconsin.

4.3.2. Agriculture producers include producers of grain, livestock, milk, poultry, fruits, vegetables, bees, honey, fish, and shellfish as well as green houses, grain elevators, and feed mills.

4.3.3. Educational entities include: K-12 schools, two-year University of Wisconsin colleges, and four year private colleges.

4.3.4. Government entities include: counties, cities, villages, towns, tribes, and state and federal agencies. Municipal wastewater treatment facilities are included as well.

4.3.5. The Program Administrator shall ensure that ten percent of the total Focus on Energy Portfolio budget is reserved for agricultural producers and Local Units of Government on an annual basis. If the full ten percent cannot be spent on cost-effective Programs for Local Units of Government and agricultural producers, any surplus funds will be spent

on commercial, institutional and industrial Customers.

4.4. Design Assistance Program

4.4.1. The Design Assistance Program shall provide prescriptive and custom Incentives to support new energy efficient non-residential construction projects in Wisconsin. This Program will provide Customers an analysis of energy saving measures through a web-based tool and Customers may pursue either a streamlined building analysis or a detailed whole-building analysis. Customers may either self-direct their project or receive technical support directly through the Program.

4.5. Small Business Program

4.5.1. The Small Business Program shall target commercial and industrial Customers with an average monthly summer consumption of 40,000 kWh or less. The program encourages Customers to install energy efficient products at their facilities by helping to offset the cost barriers to participation. Customers can select any number of the energy efficient products (not to exceed $10,000 per site) from four categories: lighting, HVAC/plumbing, refrigeration, and compressed air systems. The program can directly pay the Customer for the dollar amount of products installed, or participating Trade Allies have the option to received Incentive payments on behalf of the Customer and pass along the savings through an instant discount at the time of invoicing.

4.7 Renewable Energy Competitive Incentive Program (RECIP)

4.7.1 RECIP shall provide Incentives for cost-effective renewable energy systems installed at eligible Wisconsin organizations through a competitive request for proposals (RFP) process. Eligible technologies include: solar photovoltaic, solar thermal, wind, geothermal, biogas and biomass.

4.7.2 A dual-tiered approach to future rounds of RECIP shall be created, with two levels of funding allocation, one for mid-size projects less than 100 kW and one for larger projects over 100 kW. The application process will be identical for both tiers and the budget for each tier will be announced at the time the RFP is issued. Funding allocation for mid-sized projects in tier I is expected to be 30 to 40 percent of total RECIP awards in an attempt to balance Customer equity and cost-effectiveness

for Focus programs.

4.7.3 The RECIP funding rounds shall be offered three times per year in January, May and September, unless otherwise determined by the Commission. Any additional modifications to the RECIP applications or award criteria must be approved by the Commission.

4.8 Business Renewable Rewards

4.8.1 Business Renewable Rewards program shall provide prescriptive Incentives for solar photovoltaic projects up to 8 kW.

ATTACHMENT C

SCOPE OF WORK – RESIDENTIAL PORTFOLIO

In the event of conflict between the provisions of the Main Agreement and this Scope of Work, the provisions in this Scope of Work shall take precedence. Capitalized terms used but not defined herein shall have the meanings given to them in the Main Agreement.

1.0 Introduction

1.1 The Program Administrator shall contract with Implementers to implement the Residential Portfolio Programs described in Section 4 of this Scope of Work.

2.0 Statutory Purpose and Priorities

2.1 The Program Administrator and its Implementers shall offer Programs that meet the priorities and purposes specified in Wis. Stat. § 196.374(2)(a)2 and (3)(b)1.

2.2 The Program Administrator, through the Residential Portfolio, shall meet a portion of the Commission-approved four-year verified Gross Lifecycle Energy Savings and Demand Reduction Goals set forth in Attachment E.

2.3 Benefit/Cost Ratio. The Program Administrator shall ensure that, on an annual and quadrennial basis, the total Residential Portfolio of Programs will result in a benefit/cost ratio that is at least equal to one (1.0), using a modified Total Resource Cost (TRC) test that is calculated consistent with the Commission's decisions in the quadrennial planning process III, docket 5-FE-101.

3.0 Work Requirements

3.1 The Program Administrator and its Implementers shall plan, develop, and offer a suite of Residential Portfolio Programs to meet the standards in this Statement of Work and the Agreement following the Program plans approved by the Commission.

3.2 The Program Administrator shall oversee the implementation of the Residential Portfolio Programs by its Implementers. The core components of oversight include, but are not limited to: (1) tracking and holding all Implementers accountable for energy savings goals;(2) ensuring compliance by all Implementers with established policies and procedures;(3) ensuring coordination of Program offerings and marketing between Programs; (4) tracking costs and budgets within each Program and the entire Residential Portfolio;(5) meeting Customer satisfaction goals for each Program and the entire Residential Portfolio; and (6) keeping Utilities apprised of Program offerings and changes.

3.3 The Program Administrator through its Implementers will recruit, enroll and engage eligible Trade Allies to work with participating Customers. The Program Administrator has developed standards for Trade Allies to follow in delivering Residential Portfolio services for Customers as approved Focus on Energy Trade Allies, and the Program Administrator shall ensure that all Trade Allies comply with these standards. Prospective Focus on Energy trade allies shall submit their applications to the Program Administrator, and the Program Administrator shall review and either approve or reject such applications.

3.4 The Program Administrator through its Implementers shall require participating Trade Allies to inform Customers it works with about other Focus on Energy Program offerings.

3.5 At least thirty (30) days before the beginning of each calendar year during the term of this Agreement, the Program Administrator shall prepare and submit to the Commission for review and approval an annual Residential Portfolio plan that includes specific Program-level metrics and information. The Program Administrator shall notify the Commission, and obtain Commission approval, before making major changes to the plan.

3.6 The Program Administrator shall coordinate Incentive and reward criteria and amounts within other Focus on Energy Programs (including but not limited to Residential Portfolio Programs) and with other programs offered by the Utilities or the State of Wisconsin for consistency and to maximize the impact of those activities.

3.7 The Program Administrator shall ensure that Program standards and guidelines are in place and are met for all Residential Portfolio Programs, and shall annually consider improvements to Program standards, guidelines, training, marketing themes and Incentives. The Program Administrator shall actively involve its Implementers and coordinators of non-Focus on Energy programs in program planning and other issues that impact their Programs. The Program Administrator shall consider input from the Contract Administrator, the Commission and other market sources.

3.8 The Program Administrator and its Implementers will track, analyze, and report on participation and other data to offer ongoing improvements to delivery of Focus on Energy Residential Portfolio Programs.

3.9 The Program Administrator through its Implementers shall ensure, to the extent feasible, that all participating Customers and energy savings activities are eligible per the applicable Residential Portfolio Program requirements before engaging in those activities with such Customers.

3.10 Should an Implementer seek to present Special Offers (a term which includes, but is not limited to, bonuses, bounties, or giveaways that are limited time offers), it shall submit a proposal to the Program Administrator, identifying the terms of the proposed offer, the reasons for that offer, and the projected effects on savings achievement and other Program outcomes. Implementers shall not offer any Special Offers until a proposal has been reviewed and approved by the Program Administrator and the Commission. The applicable Implementer shall submit a final report to the Program Administrator as required by the Program Administrator after each approved Special Offer expires; these reports shall detail how many bonuses, bounties or giveaways were given, the dollar amount of same, the energy savings that resulted from the Special Offer, and such other information that would allow the Commission to evaluate the success or lack thereof of the Special Offer. The Program Administrator shall submit all Special Offer final reports to the Commission.

3.11 The Program Administrator shall ensure that its Implementers use the CRM and Marketing functions in SPECTRUM to the maximum degree feasible for effective delivery of their Program(s). Unless given a waiver by the Commission, no other system shall be used by the Program Administrator or any of its Implementers that replicates SPECTRUM functionality. This includes but is not limited to storing large amounts of

Program data. The Program Administrator shall maintain a list of all software databases used by each of the Implementers to access SPECTRUM.

3.12 The Program Administrator, and all of its Implementers and Subcontractors which use SPECTRUM, shall each maintain sufficient information technology systems (software, hardware, network speeds, etc.) to enable them to fully access and utilize SPECTRUM.

3.13 The Program Administrator through its Implementers shall promote energy- saving projects and technologies that have high energy-savings potential, and use innovative, targeted offerings to drive deeper savings per Customer interaction (penetration). The Program Administrator shall consult the findings of and data collected by Focus on Energy's 2017 potential study to inform development of high-potential, innovative offerings.

3.14 The Program Administrator and its Implementers shall coordinate the promotion of Residential Portfolio Program offerings to eligible Customers through participating Utilities, marketing activities, and cross-Program promotions.

4.0 Residential Portfolio Programs

4.1 Appliance Recycling Program

4.1.1. The Program Administrator through its Implementers shall offer qualifying Customers a free collection and recycling service of older, functioning refrigerators and freezers. Participating Customers will also receive a financial reward.

4.2 Home Performance with ENERGY STAR® Program

4.2.1. The Home Performance with ENERGY STAR Program shall encourage comprehensive energy efficiency retrofits in Customer's homes. The program operates as a single program offering three paths: the whole home path, the heating and cooling path, and the renewable path. The whole home and heating and cooling paths offer two tiers of Incentive levels: Tier 1 (standard

track) and Tier 2 (the income qualified track – 80% or less of state median income). The program targets single family homes, defined as homes with three or fewer units (all paths), small businesses (renewables path), and low-income Customers (income qualified tracks).

4.3 Multifamily Energy Savings Program

4.3.1. The Multifamily Energy Savings Program is designed to educate multifamily building owners, renters, managers and condominium owners about energy savings opportunities and to achieve savings through prescriptive and custom measures.

4.3.2. This Program will target apartment or condominium complexes of four or more units. Recruitment efforts will target property management companies to secure agreements to treat multiple properties through a single point of contact.

4.3.3. The Program Administrator through its Implementers will provide a participating Customer with an energy assessment describing energy savings opportunities and prescriptive and custom Incentives for which the Customer is eligible. In addition, a Customer may request, for a fee, to receive custom calculations to determine more precise cost and savings opportunities.

4.4 New Homes Program

4.4.1. The New Homes Program is designed to provide services to participating new home builders and homebuyers of one to three-unit residential dwellings of three stories or less. This Program will help Customers understand the value provided by Program homes, including energy efficiency, comfort, durability, and safety.

4.4.2. The Program Administrator shall design program offerings that achieve cost-effective savings relative to market baseline identified in the 2017 New Homes Market Characterization Study.

4.4.3. The Program Administrator through its Implementers shall promote and support targeted education and training efforts to

drive participation. Education and training shall include both technical and non-technical training as well as field support to develop expertise and efficiency in Program providers.

4.4.4. The Program Administrator though its Implementers shall support renewable energy technologies in new construction by enabling builders to render a home ready for renewable energy technology at time of construction. Renewable energy measures will be coordinated with the Residential Rewards Program.

4.5 Retailer Lighting and Products Program

4.5.1. The Retailer Lighting and Products Program will promote, through support of retailers, the sale and purchase of ENERGY STAR lighting products and other energy savings products by providing Incentives at the point of sale. This Program is a retail-based promotion targeted to Wisconsin Customers in an effort to reduce system kW and kWh.

4.5.2. The Program Administrator through its Implementers shall develop and support partnerships with manufacturers, distributors, suppliers and retailers of ENERGY STAR lighting and other energy efficient products for the residential market specifically targeting those opportunities that ensure lift in product sales.

4.5.3. The Program Administrator through its Implementers shall provide education and training for participating retailers to promote the ENERGY STAR label and benefits. This will include retailer training to improve their sales effectiveness.

4.5.4. The Program Administrator through its Implementers and in collaboration with the Evaluator shall work with lighting manufacturers and retailers to report sales and/or shipping data of measures in an effort to establish market share in Wisconsin.

4.6.5 The Program Administrator through its Implementers shall work with the pilot national Retail Products Platform (RPP) to work towards transforming the market such that the purchase of efficient appliances becomes standard practice. The RPP delivers Incentives directly to participating retailers for qualified product sales to encourage them to sell more efficient appliances through

product placement and promotion.

4.7 Simple Energy Efficiency

4.7.1 The Simple Energy Efficiency Program encourages participating Customers to install no-cost energy efficiency measures including: LEDs, faucet aerators, showerheads, smart strips, and other energy-savings measures directly to single-family and multifamily residential Customers.

4.7.2 Customers can order one of multiple different energy-savings packs online from the Focus on Energy website and have it delivered to their door.

ATTACHMENT D

Scope of Work – Rural & Agricultural Program

Program	Description
Agricultural Offerings	Agricultural Customers have unique technology needs, require trust to engage, and smaller farms typically operate on very limited margins. The following offerings are designed to increase Customer engagement and will be embedded in the existing Agriculture, Schools and Government Program: • Increased prescriptive Incentives Incentive • Ag-specific RECIP • Trade Ally Incentive • Additional Ag-focused Energy Advisors
Industrial Offerings	Rural industrial Customers tend to operate on thin margins, have unique technology needs, require trust to engage and have limited time to invest in educating themselves on energy efficiency opportunities. Manufacturers are the largest employer in Wisconsin. The following offerings are designed to drive additional engagement in this sector while avoiding market confusion in non-rural areas: • Energy efficiency project RFP • Customer energy modeling • Staffing grants • Small to medium industrial best practices guide and trainings • Additional industrial-focused Energy Advisors
Residential Offerings	Like other rural sectors, the rural residential Customer segment is more difficult to reach than non-rural markets. Offerings to drive additional engagement include: • Farmhouse / rural residential prescriptive renewable Incentives • Residential home energy report behavioral program • Residential pop-up sales of energy efficient products at large rural employers • Furnace tune-up + smart thermostat installation Incentive • Farmhouse kit
Overarching Rural	To maximize engagement with rural markets, it is important to increase recognition of Focus on Energy. A few tactics to help with this include: • Partnership engagement • Rural awareness campaign
Pre-approved Communications Provider Initiative	This budget is intended to support Rural Broadband Communications Provider Initiative projects that were pre-approved in 2018 and have planned close dates in 2019.
Rural Flood Relief Offering	This budget is intended to continue implementation of the Rural Flood Relief Offering that was launched in Q4 2018. The final applications for this offering are required to be received by 4/1/19.

ATTACHMENT E
COMPENSATION, PAYMENT, AND PERFORMANCE BONUS

Capitalized terms used but not defined herein shall have the meanings given to them in the Main Agreement. The Contract Administrator shall compensate the Program Administrator for satisfactory performance of this Agreement as follows:

1.0 Total Payments

The maximum amount to be paid by the Contract Administrator under this Agreement for the period beginning on January 1, 2019 and ending on December 31, 2022 consists of **$389,850,000** for eligible administrative and program costs and expenses, of which not more than **$27,550,000** shall constitute the Professional Fee, which shall (subject to the Performance Bonus provisions of this Attachment E) be Program Administrator's sole and exclusive compensation for satisfactory performance of all of the Work.

1.1 The Professional Fee for the period beginning on January 1, 2019 and ending on December 31, 2022 includes an amount not to exceed **$27,550,000.** This compensation is for performance of the Work described in the Main Agreement and the Management and Operations Scope of Work (Attachment A), the Business Portfolio Scope of Work (Attachment B), the Residential Portfolio Scope of Work (Attachment C) and the Rural and Agriculture Programs (Attachment D). Only eligible charges may be paid as part of the Professional Fee, as described in Section 2.0 below; non-eligible charges shall not be paid or reimbursed to the Program Administrator.

1.2 Any Focus on Energy implementation funds budgeted to be expended during 2019 or a subsequent program year (see the Focus on Energy Budget – Table 1, below) but not expended during that year may be carried over to the subsequent program year which begins on January 1 of the following year, but only if this Agreement remains in effect on January 1 of the following year. In the case of any such carryover of implementation funds, the Commission reserves the right to decide how such funds will be allocated, and in the case of such a carryover from 2018 to 2019, the Commission also reserves the right to adjust the goals in Attachment F on a proportional basis based upon the carried-over funds. On or before November 15 of each program year in the annual Business Plan deliverable, the Program Administrator shall inform the Commission of the estimated amount of unspent budgeted Focus on Energy dollars (if any) as of December 31 of that program year (this includes administration, implementation and all other budgeted Focus on Energy amounts). The Commission, with input from the Program Administrator, will determine how any such unspent implementation dollars will be allocated, and if and how any such unspent administration dollars will be allocated, in the following program year.

2.0 Eligible Charges

2.1 The Program Administrator shall be compensated for reasonable and appropriate services provided and eligible costs and expenses incurred in order to perform the Work, as described in this Section 2.0. Eligible costs and expenses (i.e., those costs and expenses that are eligible for reimbursement as part of the Professional Fee), as well as non-eligible costs and expenses, shall be as set forth in the Policy Manual, as it may be modified from time to time with prior Commission approval. Notwithstanding anything to the contrary herein, the Program Administrator shall only bill, and shall only be paid for, the following: its labor at Commission-approved rates, charges from Commission-approved Subcontractors under Commission-approved subcontracts, and expenses identified and set forth in a Commission- approved annual program plan.

2.2 Compensation for the Work will be provided as follows. Charges for the Work performed by the Program Administrator will be computed in accord with the then-current Commission-approved Program Administrator labor rates, using the applicable and substantiated number of hours spent by Program Administrator's employees working directly on the Work. Program Administrator's approved hourly labor rate schedule is incorporated herein on Exhibit 1 to this Attachment E. If the Program Administrator desires to amend this rate schedule during the term of the Agreement, it must provide the proposed amended schedule to the Commission for review and approval by no later than November 1 of the year prior to the program year in which the amended rate schedule is proposed to take effect. Changes to the rate schedule shall not change any aspect of the Focus on Energy budget. In addition to labor Work performed directly by Program Administrator employees, the Professional Fee shall also compensate the Program Administrator for (i) reasonable, appropriate and substantiated charges from its Commission-approved Subcontractors (such as marketers or attorneys providing legal services to the Program Administrator in direct support of the Work) for their performance of Work that is eligible for reimbursement as set forth in the Policy Manual, and (ii) any and all reasonable, appropriate and substantiated expenses within a Commission-approved umbrella marketing plan (including but not limited to marketing, equipment and/or training) incurred by the Program Administrator that are directly attributable to performing the Work and are eligible for reimbursement as set forth in the Policy Manual.

2.2.1 Program Administrator costs are to be tracked in two categories: Administrative and Technical and Customer Support. Administrative costs are those costs not directly associated with a specific program activity but which are necessary to the development and administration of programs, including record keeping, payroll, accounting, auditing, billing, business management, budgeting and related activities, overhead allocation and other costs necessary to direct the organization of the program, but do not include program evaluation. Key Administrative functions include:

- Contract (and Sub-contract) Management of Implementers
- Information Systems – Data Management and Analytics, Customer and Program Analytics
- Financial Management
- Application Processing/Incentive Management
- Data Analytics and Reporting

Technical and Customer Support costs are those associated with project identification, engineering calculation & modeling, inspection of installed projects, trade ally contractor outreach, technical training, Customer service, marketing, and program development. Key Technical and Customer Support functions include:

- Marketing and Public Relations
- Training
- Call Center
- Pilots/EERD
- Quality Assurance and Quality Control
- Measure Management
- Utility Coordination
- Trade Ally Coordination
- Program Development

2.2.2 Cost Categories and Definitions

- Labor – Labor costs include compensation to staff in the form of wages and fringe benefits as well as overhead/indirect costs (ex: IT, accounting, payroll, etc.) and markup/profit. All of these costs must be billed at a fully loaded labor rate (per quarter hour). The Program Administration will be asked for a specific dollar breakout of what constitutes its billing rate by type of cost, must disclose the allocation method being used, and must be auditable. Any bonus structure should also be disclosed.

- Supplies – Consumable items with short useful lives, equipment under the threshold amount reflected in the Policy Manual.
- Travel – mileage, meals, hotel rooms, conference rooms, trainings etc.
- Marketing – Costs associated with advertising, sponsorships, printing materials and other related activities.
- Equipment and other capital expenditures – Any type of tangible equipment or item that is specifically purchased and used for the Focus on Energy Program, greater than the threshold amount reflected in the Policy Manual. Focus retains the ownership rights to equipment at this price level if purchased solely with Focus funds. Any equipment purchased with Focus funds (regardless of cost) cannot be used for any other program, Customer or line of business.

- Subcontractors – Individuals or organizations hired for program activities.
- Other direct costs – Miscellaneous costs that do not fit into any of the above line items (please identify).

2.2.3 The budget amounts for the maximum Professional Fees payable to the Program Administrator are detailed below in the Focus on Energy Budget Table 1, under the heading "Program Administrator". If the Program Administrator desires to make any modifications to the Professional Fees budget or any other aspect of the Focus on Energy Budget, such proposed modification(s) must be submitted to the Contract Administrator and the Commission for review by no later than November 1 of the year prior to the program year whose budget is proposed to be modified. No such budget modification shall take effect unless and until it has been approved by the Commission and the Contract Administrator. Note that the budgeted amounts set forth in Table 1 are maximum amounts, not fixed payment amounts. As a result, if the substantiated and eligible Professional Fees for a program year are less than the budgeted Professional Fees for that program year under the heading Program Administrator" of Table 1, the amount of the excess will not be paid to the Program Administrator; however, if the Program Administrator so requests and the Commission so approves, such excess may be added to the budget for Professional Fees in a subsequent program year.

2.3 Other compensation provisions are as follows: Invoices for Professional Fees (covering labor Work performed by the Program Administrator, Work performed by Program Administrator's approved Subcontractors, and expenses identified within a Commission-approved annual program plan incurred by the Program Administrator in performing the Work), together with appropriate substantiation of all charges, will be submitted by the Program Administrator on a monthly basis in arrears in accordance with the provisions of Section 5.0 below. There shall be no mark-up on charges from Subcontractors or on out-of-pocket costs and expenses. Only the Program Administrator and Subcontractors' labor hours associated with travel related to necessary program operations is chargeable to Focus on Energy; no travel time for commutes between Program Administrator's offices shall be charged by or paid to the Program Administrator or any of its Subcontractors. In no event shall any of Program Administrator's travel-related expenses (for example, mileage, meals, lodging, etc.) be charged by or paid to the Program Administrator. Invoices for Implementers, if any, together with appropriate substantiation will be submitted by Program Administrator on a monthly basis in arrears in accordance with the provisions of Section 5.0. Invoices for Customer Incentives, if any, together with appropriate substantiation, may be submitted by Program Administrator twice per month in accordance with the provisions of Section 5.0.

2.3.1 Program Administrator shall be responsible for payment of all Subcontractors pursuant to approved subcontractor agreements and purchase orders.

2.3.2 The Contract Administrator shall be responsible for payment for services provided by Implementers in implementing Focus on Energy Programs.

2.4 Payment shall be made in U.S. Dollars. The Fiscal Agent, on behalf of the Contract Administrator, shall be responsible for payment (without deduction or offset from the total invoice amount) of any and all sales, use, value added, gross receipts, franchise and like taxes, and tariffs and duties, and all disposal fees and taxes, levied against Program Administrator by any government or taxing authority on the performance of the Work under this Agreement for which an exemption is not available; but the Program Administrator shall be responsible for income taxes levied upon it and all employment-related taxes associated with its employees. A service charge equal to one and one-half percent (1½ %) per month, or the maximum rate permitted by law, whichever is less, will be added to all undisputed accounts which remain unpaid for more than thirty (30) calendar days beyond the date the applicable invoice was due to be paid. Should there be any dispute as to any portion of an invoice, the undisputed portion shall be promptly paid.

2.5 Should the Compliance Agent find that (i) the Program Administrator has invoiced the Focus on Energy Program for a non-reimbursable charge, cost or expense, or has otherwise overcharged Focus on Energy or the Contract Administrator, or (ii) the Program Administrator has invoiced the Focus on Energy Program for charges, costs or expenses that the Compliance Agent is unable to substantiate, then upon request of the Commission, the Program Administrator shall reimburse the Focus on Energy Program for the amount in question by a credit or correction on its next invoice or by submitting a check to the Fiscal Agent, made payable to the Contract Administrator.

2.6 Notwithstanding anything to the contrary herein, in no event shall the Program Administrator invoice or be paid Professional Fees for any program year in excess of the approved budgeted maximum Professional Fees for that program year, as set forth in the Focus on Energy Budget – Table 1 (as it may be modified with the approval of the Commission and the Contract Administrator), even if eligible labor charges, charges for Work performed by Subcontractors, and out-of-pocket costs and expenses identified within a Commission-approved umbrella marketing plan incurred by the Program Administrator in performing the Work for or during that program year exceed said budgeted maximum Professional Fees for that program year.

3.0 Not-to-Exceed Budgets By Year

3.1 For the period of January 1, 2019 through December 31, 2022, and for each program year (which is a calendar year) within that period, the maximum amounts payable by the Contract Administrator under this Agreement are those identified in

Table 1 below. Each of these budgets (i.e., each dollar amount for each program year under each of the headings "Program Administrator", "Core Efficiency Implementation", "Renewables", "Rural/Agriculture Programs", "EERD", in Table 1, shall not be exceeded by the Program Administrator unless the Program Administrator is granted prior written approval from the Contract Administrator and the Commission to exceed the applicable limit(s).

Focus on Energy Budget– Table 1.

Year	Program Administrator	Core Efficiency Implementation*	Renewables	Rural/Agriculture Programs*	EERD	TOTAL
2019	$6,762,500	$76,400,000	$5,500,000	$9,700,000	$200,000	$98,562,500
2020	$6,862,500	$76,400,000	$5,500,000	$8,100,000	$200,000	$97,062,500
2021	$6,762,500	$76,400,000	$5,500,000	$8,100,000	$200,000	$96,962,500
2022	$7,162,200	$76,400,000	$5,500,000	$8,100,000	$200,000	$97,362,500
TOTAL	**$27,550,000**	**$305,600,000**	**$22,000,000**	**$34,000,000**	**$800,000**	**$389,950,000**

These numbers are estimates **only. Final numbers will not be known until later in 2018 or beginning of 2019 depending on Commission decisions and rural broadband pilot carryover from 2018.*

3.2 In the event that the Program Administrator spends in one program year less than its Commission-approved budget for that year under the headings "Core Efficiency Implementation", "Renewables", Rural/Agriculture Programs," "EERD", the amount of the excess will be taken into account in the budgeting process for the following year; with Commission approval, any such unspent excess funds within a given year may be rolled into the subsequent program year. The Commission and the Contract Administrator, with input from the Program Administrator, will determine how such unspent dollars will be allocated.

3.3 All invoice approvals and payments for the Program Administrator, Subcontractors, and Implementers are managed in SPECTRUM. The Program Administrator will send to the Commission the invoices for approval and once approved in SPECTRUM, the Fiscal Agent will pay said invoices according to the annual check-run schedule established by the Commission in consultation with the Fiscal Agent and Program Administrator.

4.0 Performance Bonus

4.1 The Program Administrator and the Contract Administrator agree that the Program Administrator shall be eligible for a performance bonus depending upon the Program Administrator's performance in achieving the Contract Administrator's objectives and successfully delivering the strategies and initiatives described in the Scopes of Work for the Business and Residential Portfolio Programs. The performance bonus mechanism is designed to reward superior performance by the Program Administrator and its Implementers and Subcontractors in the overall administration and delivery of energy efficiency services that achieve specific resource acquisition and Customer service goals. In

contrast, if the performance of the Program Administrator and its Implementers and Subcontractors is inadequate, no performance bonus will be payable, and the Program Administrator may be required to refund a portion of the Professional Fees, as described below.

All bonus and penalties will be determined by the Program Evaluator, with the final approval of the Commission.

4.2 The Program Administrator's performance bonus structure is summarized in the following table:

Potential Performance Bonus Overview -Table 2

KPI	2019	2020	2021	2022	Total
Meet or exceed Customer satisfaction of 8.9	$62,500	$62,500	$62,500	$62,500	$250,000
Achieve a minimum of 40 percent of the quadrennial MMBtu goal by the end of 2020 and 102 percent of the quadrennial MMBtu goal, including fuel-specific thresholds, by the end of 2022	-	$100,000	-	$150,000	$250,000
Exceed baseline Customer participation by a minimum of 9 percent in 2022	-	-	-	$150,000	$150,000
Achieve a minimum of 90 percent utility equity for each identified utility, a minimum of two years	-	-	-	$100,000	$100,000
Total	**$62,500**	**$162,500**	**$62,500**	**$462,500**	**$750,000**

Additional detail on the requirements to achieve the bonus associated with each key performance indicator ("KPI") follows. For all KPIs, the Evaluator will make a recommendation to the Commission who will determine whether the KPI has been achieved by the Program Administrator.

4.2.1 **Customer Satisfaction**. Meet or exceed the KPI for Customer satisfaction score of 8.9, using a p value of <0.1, on an annual basis.

4.2.2 **MMBtu Achievement.** By the end of 2020, meet or exceed 40% of the full quadrennial verified gross MMBtu goal to earn the 2020 bonus. By the end of

2022, achieve 102% or higher of the verified gross MMBtu goal, and the minimum "90% Threshold" values for verified gross lifecycle savings for both kWh and therms in the table in said Section 1.0, and the verified gross lifecycle demand reduction goal (kW) in the "Verified Gross Lifecycle Goals" column of the table in said Section 1.0. Based on the content of Attachment F as of the Effective Date, these values are as follows:

MMBtu:	≥ 299,555,154 MMBtu
kWh:	≥ 30,442,306,668 kWh
Therms:	≥ 1,657,304,887
kW:	≥ 465,617 kW

4.2.3 **Customer Participation**. In 2022, exceed annual baseline Customer participation by a minimum of 9%. The Evaluator, with consultation from the Program Administrator and approval by the Commission, shall establish the baseline for Customer participation by no later than May 30, 2019, based on data collected during calendar year 2018. The established baseline will be equivalent to the KPI utilized to measure Customer participation.

4.2.4 **Utility Equity**. Ensure that Customers of each identified IOU receive a minimum of 90% of core program Incentives proportional to their Customer's relative contribution within their grouping below for a minimum of two years in the quadrennial period.

- Larger IOUs: Alliant Energy, Madison Gas & Electric, Xcel Energy, Superior Water and Light, WPS, We Energies
- Electric only IOUs: Northwestern Wisconsin Electric Co., North Central Power Co., Dahlberg Light and Power Co., Pioneer Power and Light Co., Consolidated Water Power Co., Westfield Electric Light Co.

For example:

Assume that Customers from the Electric only IOUs contribute $200,000 to Focus and receive $150,000 of Incentives in 2019. If Customers from one of the Electric only IOUs (Utility A) contribute $50,000 to Focus in 2019 (25% of the total contribution for Electric only IOUs), they would receive $37,500 in Incentives if they received 100% of their proportional contribution. The Utility Equity threshold would be achieved for 2019 if those Customers receive at least $33,750 in that year.

In order to achieve this bonus, the utility equity threshold for each utility listed above will have to be met a minimum of two years during the quadrennial period.

4.2.5 Within 30 days after the 2022 program year verified gross energy savings results are determined by the Evaluator (expected to occur in May 2023), and using the KPI achievement results provided by the Evaluator, the Contract Administrator and Commission will notify the Program Administrator of the

results of those determinations. If the Program Administrator does not meet both of the KPIs identified above, the Program Administrator is not eligible for any performance bonus, and if the performance is under targeted goals, the Program Administrator may be required to refund a portion of the Professional Fees, per the criteria in the table below.

Potential Performance Penalty Overview -Table 3

KPI	2019	2020	2021	2022	Total
Failure to achieve Customer satisfaction of at least an average of 8.6 over the course of the quadrennial period	-	-	-	$250,000	$250,000
Failure to achieve a minimum of 98 percent of the quadrennial MMBtu goal	-	-	-	$250,000	$250,000
Failure to exceed baseline Customer participation by at least 5 percent in 2022	-	-	-	$150,000	$150,000
Failure to achieve a minimum of 90 percent utility equity for each identified utility, for at least one year	-	-	-	$100,000	$100,000
Total	**-**	**-**	**-**	**$750,000**	**$750,000**

4.2.6 The Program Administrator shall pay at least 50 percent of the final bonus amount, net any penalties, that it earns (if any) to those employees of the Program Administrator who (i) worked at least one year during the 2019-2022 Quadrennium on the Focus on Energy Program, and (ii) worked over 80 percent of their billable hours on the Focus on Energy Program and also worked at least 90 percent of their billable hours on Focus on Energy while located in Wisconsin, and (iii) are still employed by the Program Administrator at the time the bonus is paid to the Program Administrator. The remainder of the final bonus amount that the Program Administrator earns (if any) shall be retained by the Program Administrator.

4.3 The Program Administrator will have ten (10) calendar days from its receipt of notification of the results of the performance-related determinations made under Section 4.3 (and if applicable, Section 4.4) to request in writing clarification and a second review by the Contract Administrator and Commission. If no such request is made by the Program Administrator within such 10-day period, the results will be considered final.

4.4 If the Program Administrator is due a performance bonus, within 30 days after notification of the results of the determinations made under Sections 4.3 and 4.4, the Program Administrator will submit to the Commission an invoice for the bonus amount, with such invoice to be paid on 60-day net payment terms. If as a result of the performance-related determinations, the Program Administrator is required to refund a portion of the Professional Fees, the Commission will submit to the Program Administrator an invoice for the applicable amount established pursuant to Section 4.3, with such invoice to be paid to the Contract Administrator on 60-day net payment terms.

5.0 Invoice Review, Approval and Payment

5.1 The Program Administrator shall prepare all invoices in SPECTRUM, together with appropriate substantiation, and submit by email to the Commission for approval in SPECTRUM in accordance with the invoice submittal timeline for the program year in question as established by the Commission in consultation with the Fiscal Agent and Program Administrator. The Commission, no later than five (5) days after receipt of each invoice, will review the invoice and either approve the invoice for payment or notify the Program Administrator in writing of any disputed amount and the basis for such dispute. Any undisputed amounts shall be approved for payment by the Commission.

5.2 Unless and until notified of a different (or additional) address, as provided herein, the Program Administrator shall submit invoices electronically for

review and approval through the SPECTRUM system for Commission approval.

5.3 If an invoice is disputed by the Commission, the Program Administrator shall answer the Commission's concerns in writing within five (5) days of its receipt of the written dispute notice from the Commission. If the Commission and the Program Administrator cannot resolve the dispute within ten (10) days after the Commission's receipt of the Program Administrator's answer, the Commission and the Program Administrator shall attempt to resolve the dispute in a written request to the Contract Administrator. If the Contract Administrator and the Program Administrator cannot resolve the dispute within ten (10) days after the Contract Administrator's receipt of the written request, they will attempt in good faith for sixty (60) days to resolve the dispute through mediation. If the dispute is not resolved through mediation, it shall be resolved through litigation in one of the courts specified in Paragraph 28 of the Main Agreement.

5.4 Payment of Invoices

5.4.1 All invoice approvals and payments are managed in SPECTRUM. The Program Administrator will send to the Commission the invoices for approval and once approved in SPECTRUM, the Fiscal Agent will pay said invoices according to the annual check-run schedule established by the Commission in consultation with the Fiscal Agent and Program Administrator.

5.4.2 The invoice submittal timeline and check run schedule for each program year is to be established by the Commission in consultation with the Fiscal Agent and Program Administrator and will take into account the Fiscal Agent's schedule, the five (5) days required by the Commission for review and approval of invoices, and the two (2) days required by the Fiscal Agent to complete an electronic funds transfer or cut checks.

6.0 Budget-Shifting Between the Residential Portfolio and Business Portfolio

6.1 No budget shift from the Residential Portfolio to Business Portfolio or vice-versa shall be made without prior written authorization from the Commission.

7.0 Fund-Shifting Within Residential Portfolio or Business Portfolio Programs

7.1 Budget shifts between Programs, Implementers, the Implementers' subcontractors, and contractual budget line items is allowed within the Residential Portfolio or within the Business Portfolio without specific prior written authorization from the Commission.

7.2 The Program Administrator will document, on a template provided by the Commission, each budget shift at the Program level and deliver this document to the Commission. The Commission may flag any such budget shifts for review by contacting the Program Administrator within five (5) days after its receipt of the applicable budget shift document and, in this case, any such shift will not take effect unless and until Commission approval is provided.

7.3 If the Commission does not contact the Program Administrator within five (5) days of a budget shift document being delivered, the Program Administrator shall assume the shift described in that document is approved.

8.0 Reliance by the Commission on Representations

8.1 All payments by the Fiscal Agent under this Agreement will be made in reliance upon the accuracy of all prior representations by the Program Administrator and of all substantiation of invoices provided by the Program Administrator, including but not limited to bills, invoices, progress reports and other proofs of Work. The Program Administrator represents that all such substantiation furnished with each invoice submitted hereunder shall be accurate and not misleading.

9.0 Suspension of Payment to the Program Administrator

In addition to its other remedies, the Contract Administrator reserves the right to suspend any or all payments to the Program Administrator if required reports or deliverables are not provided to the Commission or its designated representatives or the Contract Administrator on a timely basis; if there are continuing deficiencies in the Program Administrator's reporting, record keeping, or invoicing responsibilities and requirements; if there are continuing deficiencies in the performance of the Work; or if the performance of the Work is not adequately evidenced.

Exhibit 1 to Attachment E

Title for Focus on Energy Billing	Rate
Director II	$ 175.00
Director I	$ 165.00
Program Manager III	$ 150.00
Program Manager II	$ 130.00
Program Manager I	$ 110.00
Technical Manager III	$ 145.00
Technical Manager III	$ 125.00
Technical Manager I	$ 100.00
Relationship Manager II	$ 135.00
Relationship Manager I	$ 120.00
IT Systems Manager	$ 150.00
Marketing Manager II	$ 130.00
Marketing Manager I	$ 115.00
Specialist II	$ 95.00
Specialist I	$ 75.00
Operations Manager II	$ 145.00
Operations Manager I	$ 120.00
Analyst III	$ 115.00
Analyst II	$ 95.00
Analyst I	$ 75.00

ATTACHMENT F

2019-2022 NET LIFECYCLE AND VERIFIED GROSS LIFECYCLE GOALS

In the event of a conflict between the provisions of the Main Agreement and this Attachment F, the provisions in this Attachment F shall take precedence. Capitalized terms used but not defined herein shall have the meanings given to them in the Main Agreement.

1.0 Introduction

The Commission has determined the following net lifecycle energy savings and demand reduction goals for the cumulative period of 2019-2022:

Table 1: Focus on Energy Savings Goals, 2019-2022

	Net Life Cycle (Commission Goal)	Gross Life Cycle (Program Goal)
Overall MMBtu Goal	$224,666,366	$299,555,154
Minimum Electric Savings Threshold (kWh)	$22,831,730,00	$30,442,306,66
Minimum Natural Gas Savings Threshold (therms)	$1,242,978,665	$1,657,304,887
Electric Demand Goal (kW)	$349,213	$465,617

2.0 The Commission determined that Program Administrator contract goals for demand savings and energy savings shall be set as gross lifecycle goals. The Commission also determined that gross lifecycle goals for energy savings shall be set as an overall MMBtu energy savings goal, with minimum kWh and therm thresholds set equal to 90 percent of the overall goals for kWh and therms, respectively. Section 4.0 of Attachment E sets forth the provisions dealing with the determination of whether the Program Administrator has met these goals. For purposes of clarity, in order for the Program Administrator to be eligible for a performance bonus, the Program Administrator must (in addition to meeting the other requirements identified in Section 4.0 of Attachment E) achieve at or above the value for kW set forth above in the " "Electric Demand Goal" and achieve at or above the values for both kWh and Therms set forth above in the "Minimum Threshold" columns, and achieve at or above the value for MMBtus set forth above in the " Overall MMBtu" column (i.e., 224,666,366).

2.1 The above goals are based on the annual budget allocations for the Focus on Energy "Program Administrator", "Core Efficiency Implementation", "Renewables" and "Rural/Agriculture Programs", for the program years 2019 through 2022, as described in Table 1 of Attachment E. Should the Focus on Energy budget be reduced (or increased) by the legislature, the Commission will revisit its decisions on goals and determine whether any of the goals in Sections 1.0 and/or 2.0 above should be adjusted accordingly.

2.2 If circumstances beyond the control of the Program Administrator, the Contract Administrator and the Commission occur that could reasonably be expected to affect the ability of the Program Administrator to achieve these goals (either by making it significantly more difficult or significantly easier to achieve these goals), the Program Administrator, the Contract Administrator and the Commission shall have the right to propose change(s) to these goals to reflect the entirety of the then-current circumstances. The other parties agree to discuss and consider any such proposals in good faith, but they are not under any obligation to agree to such proposals.

3.0 Assumptions: The goals set forth above are based on technology and/or end-use energy savings assumptions documented in program workpapers, SPECTRUM, and the Focus on Energy Technical Reference Manual (TRM), as well as custom project calculations based on individual project circumstances. Any modifications to existing savings assumptions, and any proposals to calculate savings for new measures, that may be proposed by Implementers shall be reviewed by the Program Administrator and the Evaluator; such proposals shall not become effective unless and until they have been reviewed and approved by the Commission. All approved changes proposed by implementers to any values shall be made on a prospective basis only, and shall not be applied retroactively for the purposes of determining savings or cost-effectiveness. At the end of the 2019-2022 contract period, the Program Administrator's final contract goal achievement will be determined by the Evaluator, based on verified gross lifecycle savings.

4.0 Net lifecycle energy savings: Net lifecycle energy savings, as verified by the Evaluator, and Focus on Energy Program costs, as verified by the Fiscal Agent, will be used to determine contractual cost-effectiveness achievement at the Program and portfolio levels for the 2019-2022 contract period and for each program year within that period. The entire Focus on Energy portfolio must pass the modified Total Resource Cost test, as specified in docket 5-FE-101.