

AGENDA

Budget and Operations Committee of the Clean Energy Finance and Investment Authority 845 Brook Street Rocky Hill, CT 06067

Thursday, April 17, 2014 3:00-4:00 p.m.

Staff Invited: Mackey Dykes, Brian Farnen, Bryan Garcia, George Bellas

- 1. Call to order
- 2. Public Comments 5 minutes
- 3. Approve meeting minutes for December 11, 2013 meeting* 5 minutes
- 4. Marketing Director** 10 minutes
- 5. EnergizeCT Launch Budget** 10 minutes
- 6. MatchDrive Contract Amendment** 10 minutes
- 7. Residential Data Administrator** 10 minutes
- 8. Comprehensive Plan and FY15 Budget Process 10 minutes
- 9. Adjourn

Online Meeting Access

https://www4.gotomeeting.com/join/654045447

Dial-In

(213) 493-0602 Access Code: 654-045-447

Next Regular Meeting Friday, May 16th, 2014

Clean Energy Finance and Investment Authority, 845 Brook Street, Rocky Hill, CT

^{*}Denotes item requiring Committee action

^{**} Denotes item requiring Committee action and recommendation to the Board for approval



RESOLUTIONS

Budget and Operations Committee of the Clean Energy Finance and Investment Authority 845 Brook Street Rocky Hill, CT 06067

Thursday, April 17, 2014 3:00-4:00 p.m.

Staff Invited: Mackey Dykes, Brian Farnen, Bryan Garcia, George Bellas

- Call to order
- 2. Public Comments 5 minutes
- 3. Approve meeting minutes for December 11, 2013 meeting* 5 minutes

Resolution #1

Motion to approve the minutes of the Budget and Operations Committee meeting for December 11, 2013. Second. Discussion. Vote.

4. Marketing Director** - 10 minutes

Resolution #2

RESOLVED, the Clean Energy Finance and Investment Authority's Budget and Operations Committee recommends that the CEFIA Board of Directors approve the Marketing Director position description and amendment to the staffing plan to reflect the new position.

5. EnergizeCT Launch Budget** – 10 minutes

Resolution #3

RESOLVED, the Clean Energy Finance and Investment Authority's Budget and Operations Committee (the Committee) recommends that the CEFIA Board of Directors approve an increase up to \$274,250 in the marketing budget for fiscal year 2014 budget to support the Energize Connecticut brand launch; and

RESOLVED, the Committee recommends that the CEFIA Board of Directors direct staff to enter into any necessary agreements with the Energize Connecticut partners to

execute the Energize Connecticut brand launch and Energize Connecticut marketing activities.

6. MatchDrive Contract Amendment** – 10 minutes

Resolution #4

RESOLVED, the Clean Energy Finance and Investment Authority's Budget and Operations Committee recommends that the CEFIA Board of Directors approve an increase to PSA 1859 with MatchDrive of \$390,000.

7. Residential Data Administrator** - 10 minutes

Resolution #5

RESOLVED, the Clean Energy Finance and Investment Authority's Budget and Operations Committee recommends that the CEFIA Board of Directors authorize CEFIA staff to enter into a PSA with METIS Financial Inc. for an amount not to exceed \$360,000.

- 8. Comprehensive Plan and FY15 Budget Process 10 minutes
- 9. Adjourn
- *Denotes item requiring Committee action
- ** Denotes item requiring Committee action and recommendation to the Board for approval

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Agenda Item #1

Call to Order



Agenda Item #2

Public Comments



Agenda Item #3

Approve meeting minutes for December 11, 2013 meeting



Agenda Item #4

Marketing Director

Marketing Director



- Organization has set aggressive deployment goals and needs to restructure marketing support to help sectors meet them
- Integrate all marketing-type functions (marketing, PR, community outreach) under new marketing director
- Provide a coordinated, multi-pronged strategy across the organization



Agenda Item #5

EnergizeCT Launch Budget April 17, 2014

EnergizeCT Launch BudgetMarketing Plan



1. Media Sponsorship

- NBC CT selected via RFP
- Additional commercials to be purchased on Fairfield County cable and radio stations

2. Public appearances

- Governor, legislators, DEEP, CEFIA, and Utilities
- 3. Social media
- 4. Transit ads
- 5. Paid search
- 6. Digital ads
- Direct Mail



Campaign Objectives

- 1. Increase brand awareness
- 2. Increase EnergizeCT.com traffic
- 3. Position Energize CT as a trustworthy, credible endorser of smart energy resources
 - Campaign results measured via telephone surveys and website user analytic reports

EnergizeCT Launch Budget



	CEFIA
Media Sponsor	\$264,250.00
Facebook Paid Ads	\$1,600.00
Yahoo Paid Ads	\$1,000.00
Digital Production	\$150.00
Paid Search	\$1,000.00
CL&P Bill Insert	\$2,000.00
Transit Media	\$1,250.00
DMV Insert	\$2,500.00
Bill Insert Production	\$500.00
TOTAL	\$274,250.00

EnergizeCT Launch BudgetMedia Sponsorship - TV



- April 14 to June 8
- 3 different :15 spots airing 651 times
 - Morning news, Today Show, early news, prime, late news and the Tonight Show
- First Alert Weather sponsorship
- National NBC Green CampaignSponsorship
- 3 :30 Smart Energy Tips Segments
 - Airing 60 times (20 times each)
- 8 2-minute energy segments
 - Airs each Wednesday in 10am hour of Today Show





EnergizeCT Launch Budget Media Sponsorship – Online & Events



- NBCConnecticut.com
 - 3.78m impressions
- First Alert Weather Sponsorship
 - 2.87m impressions
- Green is Universal Sponsorship
 - ▶ 1.216m impressions
- Fairfield County Geo-targeted Campaign
 - 4.745m impressions
- **▶ TOTAL IMPRESSIONS 12.611M**
- Partner for 2 NBC Connecticut events



Agenda Item #6

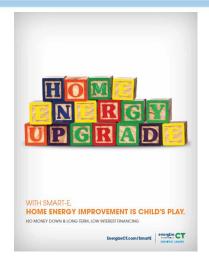
MatchDrive Contract Amendment

MatchDrive Contract Amendment



Increase contract with MatchDrive \$390,000 to \$1,443,550

Funds come from existing marketing budget, not an increase in overall budget









SMART-E LOAN

CURRAN FAMILY

- Kenny and Katie Curran
- 26 solar panels
- In the first 90 days, the solar panels paid for 40–45% of their energy needs
- 75 kWh to 41 kWh per day saving \$xxx

MatchDrive Contract Amendment



		Original PSA	Proposed Increase		New PSA Total
Residential	\$	667,625.00	\$	150,000.00	\$ 817,625.00
C&I	\$	385,925.00	\$	100,000.00	\$ 485,925.00
General	\$	-	\$	140,000.00	\$ 140,000.00
Total	\$ 1	1,053,550.00	\$	390,000.00	\$ 1,443,550.00

Residential

- Facebook Promotion
- Spring case studies
- Online banner ad media buy and production

General

- Rebranding
- Financing calculator

Commercial and Industrial

- Website
- Case studies
- Online advertising



Agenda Item #7

Residential Data Administrator

Residential Data Administrator



Collecting data across our 4 residential products:

- Financial data (both origination and payment data);
- Project-level data (i.e. contractor, measures installed, etc. etc.);
- And in the future will be collecting projected and actual energy savings/generation data

From numerous, growing sources

- 12 originators/servicers
- Over 50 contractors
- A variety of internal data sources.

Residential Data Administrator



- Opportunity for significant operational efficiencies, especially as programs scale;
- Need for nimble and responsive data analytics to both support reporting and drive marketing decision-making / strategies; and
- Recognition that a robust data platform will enable CEFIA to make a much more compelling case to external investors about the risks and rewards of our product offerings, in support of our efforts to secure low-cost capital.
- Protect sensitive customer personal information

Residential Data Administrator



RFP released December 2013 and 2 responded, METIS and kWh analytics

METIS

- Not to exceed \$180,000 for year one
- Option to extend for an additional \$180,000 for year two



Agenda Item #8

Comprehensive Plan & FY15 Budget Process April 17, 2014

Comp Plan and FY15 Budget Process



	May B&O	June B&O	June Board
Comprehensive Plan	Outline	Draft	Final
FY15 Budget	Pre-draft	Draft	Final
FY14 Results			Draft



Agenda Item #9

Adjourn



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845 Brook Street Rocky Hill, CT (860) 563-0015

BUDGET AND OPERATIONS COMMITTEE OF THE CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY Draft Minutes – Special Meeting Wednesday, December 11, 2013

A special meeting of the Budget and Operations Committee ("Budget Committee") of the Board of Directors of the **Clean Energy Finance and Investment Authority (the "CEFIA")** was held on December 11, 2013, at the office of the Clean Energy Finance and Investment Authority, 845 Brook Street, Rocky Hill, CT 06067.

1. <u>Call to Order</u>: The meeting was called to order at 9:22 a.m. Budget Committee members participating: Mun Choi (by phone) and Daniel Esty.

Member Absent: Norma Glover.

Deployment Committee members present: Reed Hundt (by phone); Matthew Ranelli (by phone); and Patricia Wrice (by phone).

Staff attending: George Bellas, Joe Buonannata, Mackey Dykes, Brian Farnen, Bryan Garcia, Ben Healey, Dale Hedman, Bert Hunter, Neil McCarthy (by phone), Shelly Mondo, Kerry O'Neill, Genevieve Sherman, and Kimberly Stevenson,

Others attending: Denise Farrell, DEEP (by phone).

2. Public Comments:

There were no public comments.

3. Approval of Meeting Minutes:

The Budget Committee members were asked to consider the minutes from the November 6, 2013 meeting.

Upon a motion made by Mr. Choi, seconded by Mr. Esty, the Budget Committee members voted unanimously in favor of adopting the minutes from the November 6, 2013 meeting as presented.

4. Class I REC Asset Portfolio:

Mr. Garcia noted that at the November meeting, the Board asked the Deployment Committee and Budget & Operations Committee members to discuss and recommend how to proceed with managing the Class I Renewable Energy Credit ("REC") asset portfolio. Mr. Healey reviewed the draft guidelines and procedures for the management of CEFIA's REC asset portfolio, and he asked both the Deployment Committee and

Budget Committee members for input. He noted that based on feedback provided and additional recommendations made by external experts, the document will be finalized before presentation to the Board on December 21.

Mr. Healey mentioned that Connecticut's Renewable Portfolio Standard ("RPS") requires a certain percentage of the state's electric load to come from renewable energy sources each year, and the RPS fulfillment is measured in RECs. He explained the calculation of RECs in megawatt hours. Mr. Healey stated that CEFIA owns the RECs from the solar PV systems under the Residential Solar Investment Program (RSIP), and the average RSIP system of 7 kilowatts produces about 8 RECs per year. A discussion ensued on self-supplying electricity and how the obligation of renewable energy required by each electric supplier and each electric distribution company wholesale supplier would be affected if self-supplied electricity is significantly increased. It was noted that the RPS is not applicable to homeowners.

The Deployment Committee and Budget Committee members discussed options for selling RECs, including the sale of RECs at a certain cap. Mr. Healey explained that under the draft guidelines and procedures, after evaluating the existing and projected portfolio, staff can work with a qualified broker to price potential REC transactions in the market. He noted that the RECs must be registered on the New England Power Pool Generation Information System ("NEPOOL-GIS"). Mr. Healey discussed the Request for Qualifications process that lead to the selection of five qualified brokers. In response to a question, he explained the process for selecting a specific broker from the five to move forward with a transaction through an auction process. A discussion ensued on the differences between selling the RECs in the market versus a fixed offer. Mr. Healey noted that forward fixed terms would likely have an associated discount. The committee members questioned whether the cost recovery will affect Connecticut ratepayers. It was noted that rate cases have to go through PURA, and it is not likely to be a 1 to 1 pass through. The committee members expressed the desire to have more information about the effects on the ratepayers depending on the different prices. Mr. Healey explained CEFIA's goal to maximize the value of CEFIA's Class I REC asset portfolio to generate revenues that can help support its mission. He talked about the policy goals for the sale of the REC asset portfolio. Mr. Healey reviewed the proposed guidelines and procedures for the management of CEFIA's Class I REC asset portfolio. response to a question, Mr. Healey explained that "maximized value" is the highest price per REC sold. Several committee members questioned whether it would be beneficial to sell the RECs outside of Connecticut, and it was noted that the RECs can only be sold in Connecticut. A suggestion was made to propose a restructure REC market place to the legislature in 2015 or 2016. A question arose as to whether there is another policy purpose for which the RECs can be used to help accomplish goals.

Mr. Healey indicated that feedback was sought from several experts on the draft policy. He summarized the feedback received, noting the importance of regularly consulting other market fundamentals, requiring appropriate financial safeguards when trading to non-investment grade counterparties, creating a process for "out of market"

transactions, and developing a standard draft REC transaction contract to lower transaction costs and risks.

Based on the feedback received, Mr. Garcia mentioned that a red-lined version with the changes will be sent to the Board for consideration at the December 21 Board meeting. The committee members requested an explanation of the reasons CEFIA is not looking to partner with the distribution companies on long-term contracts.

The Deployment Committee members were asked to consider the resolution recommending the draft Guidelines and Procedures for CEFIA's Management of the Class I REC Asset Portfolio.

Upon a motion made by Mr. Choi, seconded by Mr. Esty, the Budget Committee members voted unanimously in favor of adopting the following resolution regarding the draft Guidelines and Procedures for CEFIA's Management of the Class I REC Asset Portfolio.

WHEREAS, Article V, section 5.3.2 of the Clean Energy Finance and Investment Authority ("CEFIA") Bylaws requires the Budget and Operations Committee (the "Committee") to recommend and monitor compliance with prudent fiscal policies, procedures, and practices to assure that CEFIA has the financial resources and financial strategy necessary to carry out its statutory responsibilities and mission.

NOW, THEREFORE, be it:

RESOLVED, that the Committee hereby recommends to the Board for approval the draft Guidelines and Procedures for CEFIA Management of Class I REC Asset Portfolio in substantially the form provided to the Committee in the memorandum dated December 4, 2013 and which may be revised by CEFIA staff from time to incorporate the recommendations of independent third party consultants with REC market expertise.

5. Budget Update and Recommendations:

Mr. Dykes reviewed the recommendation to amend the fiscal year 2014 budget by approximately \$1,433,000. He summarized the amendments and noted that a majority of the increase for the C-PACE Program because the pipeline of projects is larger than anticipated. Mr. Dykes mentioned that after November 1, CEFIA began charging a closing fee for C-PACE transactions which will be used to offset costs. He stated that a majority of consulting expenditures has been moved to new line items for Technical Consultant and Marketing. Mr. Dykes explained the rationale for separating out and creating a new budget line item for the "Technical Administrator." He noted that in the past, the expenses were paid out of marketing and consultant lines. In response to a question, Mr. Dykes indicated that approximately \$200,000 has been expended so far for marketing and consulting fees. Ms. Sherman explained CEFIA's partnership with Buonicore/Sustainable Real Estate Solutions, the technical administrator for the C-

PACE Program, and the services provided by the technical administrator. She discussed the technical review process and mentioned that the newly instituted closing fees will be shared with Buonicore. Ms. Sherman explained the rationale for recommending a new project assistant position for C-PACE.

Mr. Dykes discussed the recommendation to hire an asset manager or loan portfolio manager due to the increasing amount of loans in CEFIA's portfolio. He explained that the new position would be responsible for creating CEFIA's protocols for the management and implementation of the processes for asset management and contract requirements tracking. An approved position, the manager of finance, would be reallocated to cover this need.

Mr. Dykes discussed the recommended new budget line for Municipal Support of \$80,000 to help support 45 towns to perform software updates and streamline the collection process for towns for the C-PACE Program. Additionally, Mr. Dykes stated that staff recommends a new budget line of \$100,000 for Loan Servicing and Underwriting. Mr. Dykes explained that with the increased C-PACE applications, CEFIA staff will be unable to underwrite C-PACE transactions. He noted that the budget for loan servicing and underwriting will cover the contract with the C-PACE master servicer for 12 months as well as outsourcing underwriting. Mr. Dykes mentioned that staff recommends a reduction in Information Technology operations to \$15,000, noting that most of the expenses will be paid from the town support budget.

Mr. Dykes reviewed the increase of approximately \$600,000 in marketing. Ms. Sherman explained the importance of having consultants to support project development for the C-PACE program and to help develop sophisticated marketing campaigns. She discussed the things that have been done so far to help drive demand and introduce the program to the market.

Questions arose regarding potential impacts of imposing a closing fee. Ms. Sherman will send the Budget Committee members a copy of the closing fee schedule and program guideline schedule. She explained the calculations for the fee. Ms. Sherman mentioned that the fee can be included in the financing, and it covers a large portion of the technical review.

Mr. Dykes stated that the amendments recommended are through June 30, 2014, which is the end of the 2014 fiscal year. In response to a question, Mr. Dykes indicated that the budget increase will come from unrestricted cash.

Mr. Dykes discussed the residential programs. In accordance with Section 58 of Public Act 13-298, CEFIA is working with the Energy Conservation Management Board and public utilities to develop a residential clean energy on-bill repayment program financed by third-party private capital. He explained that due to timing issues the program was not included in the fiscal year 2014 budget. Mr. Dykes stated that staff recommends an additional \$90,000 in the residential budget to cover the costs of the design and

implementation of the program and a master servicer to manage the payment process between the utilities and lenders.

Mr. Dykes explained that CEFIA has created several special purpose vehicles ("SPVs") as part of the CT Solar Lease and CT Solar Loan financial structure. He noted the need to designate additional funding of up to \$90,500 to cover audits for these SPVs and tax preparation services. Mr. Bellas stated that staff is currently negotiating the costs, and it is anticipated that the fees will be lower. Mr. Dykes asked the Budget Committee members to consider the amended staffing plan to reflect the hiring of an asset manager or loan portfolio manager.

Upon a motion made by Mr. Choi, seconded by Mr. Esty the Budget and Operations Committee members voted unanimously in favor of adopting the following resolution regarding the amended fiscal year 2014 and amended staffing plan:

RESOLVED, that the Clean Energy Finance and Investment Authority's ("CEFIA") Budget and Operations Committee (the "Committee") recommends that the CEFIA Board of Directors approves the requested \$1,432,700 increase in the fiscal year 2014 budget outlined in Tables 2, 3 and 4 of the memorandum presented to the Committee dated December 4, 213 (the "Memorandum").

RESOLVED, the Committee recommends that the CEFIA Board of Directors approves the updated staffing plan detailed in Attachment 2 of the Memorandum.

6. Adjournment: Upon a motion made by Mr. Choi, seconded by Mr. Esty, the Budget Committee members voted unanimously in favor of adjourning the December 11, 2013 meeting at 3:38 p.m.

Daniel Esty, Chairperson of Budget
Committee

Respectfully submitted,

CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY

DIRECTOR OF MARKETING

Class Title: Director of Marketing Reports to: President and CEO Direct Reports: Managers, Associates, Assistants Wage Hour Class: Exempt

Salary Range: \$116,536-\$164,588 Hours Worked: 40

Career Series: Director II

SUMMARY:

The Clean Energy Finance and Investment Authority's (hereafter "CEFIA") director of marketing is responsible for designing and overseeing CEFIA's marketing and public relations strategies and initiatives. Qualified candidates will hold a bachelor's degree in marketing, communications or a related business field from a recognized college or university, and have at least seven years' experience in marketing and/or communications.

The director of marketing will support CEFIA's aggressive customer acquisition goals while working under a larger statewide brand. Responsible for planning, developing and implementing all of CEFIA's marketing, communications and public relations strategies and activities, the director also provides marketing consultation and assistance to agency leaders. The director will communicate key messages internally and to the business community and other key stakeholders to raise awareness and visibility of the organization and its products and programs.

CEFIA, a quasi-public authority, is the nation's first state "Green Bank," leveraging public and private funds to drive investment and scale up clean energy deployment in Connecticut. Working at CEFIA means being part of a dynamic team of talented people who are passionate about implementing the new green bank model, stimulating the growth of clean energy in Connecticut, strengthening our economy, and protecting our environment.

EXAMPLES OF DUTIES:

- Direct marketing, outreach, and communications staff and operations.
- Manage CEFIA's brand to attract private investment in clean energy in Connecticut.
 Collaborate with program management teams to develop a complex product marketing mix to maximize the marketing budget through the implementation of channel marketing and other strategies.
- Formulate marketing and communications strategies that are in line with CEFIA's
 customer acquisition goals. (Key audiences and stakeholders include, but are not
 limited to, the general public, lending partners, contractors, building owners,
 government, university and business partners, Connecticut agencies, communities
 and other entities involved with the growth, development and commercialization of
 clean energy in Connecticut.)

- Function as primary media contact. Provide expertise to CEFIA staff in handling media responses. Speak/present to key audiences and stakeholders to promote CEFIA and its programs.
- Oversee content development and content maintenance for various web properties including the CEFIA website, other product websites and other electronic communications vehicles.
- Manage and organize external events including exhibits, seminars, networking events and other programs.
- Develop CEFIA's annual report (or other periodic financial performance publication important to stakeholders), program fact sheets, and other marketing collateral materials needed by the organization and its directors and ensure the timeliness of the information.
- Develop robust testing strategies and analytics to support marketing plans and deploy appropriate measurement tools to measure ROI and customer acquisition effectiveness.
- Develop short and long-term plans and budgets for marketing of programs, monitor progress, assure adherence, and evaluate performance.
- Perform related duties as required.

MINIMUM QUALIFICATIONS REQUIRED KNOWLEDGE, SKILL AND ABILITY:

- Strategic thinker with strong planning and execution abilities.
- Strong project management skills and vendor and stakeholder management skills.
- Results-oriented with a track record of driving growth in a highly-competitive environment.
- Proven ability to influence key decision-makers and operate effectively in a matrix organization.
- Some experience in product development.
- Strong relationship management, presentation and communications skills that establish trust, credibility and respect.
- Ability to lead and manage a team.
- Must possess a good balance between strategic skills, relationship management and tactical accountability.
- Must have a demonstrated ability to plan and implement broad-based marketing and communications programs.
- Excellent oral and written communication skills are required. Must have the ability to plan marketing events on time and within budget.
- Requires knowledge of tactical business development and marketing principles.
- Ability to communicate effectively, tactfully, and courteously.

EXPERIENCE AND TRAINING:

General Experience:

A bachelor's degree in marketing or communications or a related field and seven (7) years of experience in marketing and/or business development-related positions, preferably in the financial services sector.

Substitutions Allowed:

1. A master's degree in marketing, business administration or a related field may be substituted for one (1) additional year of the General Experience.

CAREER SERIES

The career series for this classification is:

- Assistant
- Associate
- Manager
- Senior Manager
- Associate Director
- Director I
- Director II
- Vice President

CUSTOMER SERVICE DELIVERABLES

- Responds promptly to stakeholder, board of directors, and staff requests for information or assistance;
- Acts as a lead member of the CEFIA team and pitches in and assists other staff members as requested
- Provides a work product that is well conceived, developed, complete, and useful to scale up clean energy deployment

APPOINTMENT

Appointed by the Clean Energy Finance and Investment Authority Board of Directors in accordance with Sec. 99. Section 16-245n (d) of the Connecticut General Statutes.



300 Main Street, 4th Floor Stamford, Connecticut 06901

T: 860.563.0015 F: 860.563.4877 www.ctcleanenergy.com



Memo

To: Budget and Operations Committee

From: Mackey Dykes, Chief of Staff

Date: April 10, 2014

Re: Energize Connecticut Brand Launch Budget Request

Energize Connecticut, or Energize CT, is an initiative dedicated to educating and empowering Connecticut citizens to make smart energy choices. A partnership between the Clean Energy Finance and Investment Authority (CEFIA), the Connecticut Energy Efficiency Fund (CEEF), the Department of Energy and Environmental Protection (DEEP), and the Connecticut electric and gas utilities, Energize Connecticut is the consumer-facing brand of all the clean energy programs and products offered by these entities. By uniting all these programs and products under one brand, the consumer has one source for all their energy questions and single entry point into what was a complex web of programs and organizations.

Energize Connecticut was announced in the spring of 2012 by Governor Malloy and Energize Connecticut.com went live in January of 2013. Over the past year, all the partners have transitioned to the new brand and introduced it to our contractors, lenders and other trade allies. However, a survey conducted in September of 2013 reported that just eight percent of residential customers were familiar with Energize Connecticut. This is not surprising since a broad launch of Energize Connecticut was never done. The utilities and CEEF, with input from CEFIA, have put together a plan for a large-scale launch to introduce Energize Connecticut to Connecticut residents and business and build awareness of Energize Connecticut.com as the place for energy info and action (Attachment A – Statewide Marketing Plan, pages 18 through 20). They have asked CEFIA to participate and contribute towards the plan. As the customer-facing brand of CEFIA, our product success is tied to the success of Energize Connecticut. CEFIA therefore sees tremendous value in contributing to the plan and ensuring the benefits of financing are communicated to the public.

Energize Connecticut Launch Campaign

The overall brand awareness marketing and communications strategy is for a high reach and frequency campaign in a concentrated period of time (early spring). We will engage in a high-intensity awareness campaign that extends across several mediums:

- 1. Media sponsorship
- 2. Public Appearances with brand representatives
- 3. Transit Advertising
- 4. Social Media
- 5. Paid Search
- 6. Digital Display Advertising
- 7. Direct Mail

The most visible and far-reaching of these tools will be the media sponsorship. Energize Connecticut will implement a multi-platform sponsorship (TV, online, social media, and events) with one or more of the Connecticut television broadcast affiliates. This sponsorship(s) will provide broad reach to every demographic, utilize a "trusted messenger", and have an immediate impact with a quick ramp up.

Budget Request

Because this launch was not anticipated when the fiscal year 2014 budget was prepared, no funding was allocated towards it. We are therefore requesting up to \$274,250 for this project. The full budget for the launch (Table 1) calls for contributions from the Connecticut Light and Power (CL&P) and United Illuminating (UI) energy efficiency programs and requests a portion from CEFIA. CEEF, which oversees the energy efficiency program budgets, has approved the launch budget. The seventy-five percent utility and twenty-five percent CEFIA allocation reflects the traditional split of the systems benefits charge between CEFIA and CEEF.

Table 1. Energize Connecticut Launch Budget

	CL&P (60%)	UI (15%)	CEFIA (25%)		Total
Media Sponsor	\$ 634,200.00	\$ 158,550.00	\$ 264,250.00	\$:	1,057,000.00
Facebook Paid Ads	\$ 3,840.00	\$ 960.00	\$ 1,600.00	\$	6,400.00
Yahoo Paid Ads	\$ 2,400.00	\$ 600.00	\$ 1,000.00	\$	4,000.00
Digital Production	\$ 360.00	\$ 90.00	\$ 150.00	\$	600.00
Paid Search	\$ 2,400.00	\$ 600.00	\$ 1,000.00	\$	4,000.00
CL&P Bill Insert	\$ 4,800.00	\$ 1,200.00	\$ 2,000.00	\$	8,000.00
UI Bill Insert	\$ -	\$ 138,800.00	\$ -	\$	138,800.00
Transit Media	\$ 3,000.00	\$ 750.00	\$ 1,250.00	\$	5,000.00
DMV Insert	\$ 6,000.00	\$ 1,500.00	\$ 2,500.00	\$	10,000.00
Bill Insert Production	\$ 1,200.00	\$ 300.00	\$ 500.00	\$	2,000.00
TOTAL	\$ 658,200.00	\$ 303,350.00	\$ 274,250.00	\$:	1,235,800.00

This would increase the general marketing budget from \$536,000 to \$810,300 and reduce the projected fiscal year net revenue from \$13,312,700 to \$13,038,500.

Recommendation

The awareness and corresponding online traffic to Energize Connecticut.com has a direct bearing on the uptake of our loan products. Raising the awareness level higher than the current eight percent will make us a more valuable partner to our lenders and contractors. Staff recommends approval of the budget increase and authority to engage in an agreement with the utilities to execute the plan.

Resolution

RESOLVED, the Clean Energy Finance and Investment Authority's Budget and Operations Committee (the Committee) recommends that the CEFIA Board of Directors approve an increase up to \$274,250 in the marketing budget for fiscal year 2014 budget to support the Energize Connecticut brand launch; and

RESOLVED, the Committee recommends that the CEFIA Board of Directors direct staff to enter into any necessary agreements with the Energize Connecticut partners to execute the Energize Connecticut brand launch and Energize Connecticut marketing activities.

Submitted by: Mackey Dykes, Chief of Staff

STATEWIDE MARKETING PLAN

FEB 28, 2014

I. INTRODUCTION

In 1977, President Jimmy Carter declared that facing our nation's energy issues would require a level of effort that was "the moral equivalent of war." He also said that "if we fail to act soon, we will face an economic, social, and political crisis that will threaten our free institutions." While his sentiments may have been accurate, his punitive tone did not resonate with American consumers, and 37 subsequent years of exhorting, cajoling and scaring consumers has still not produced the needed results. The failure to achieve the deep energy savings goals that President Carter described has had a direct impact on our stakeholders with the most to gain – or lose –Connecticut's families and businesses. These primary stakeholders in the quest for a better energy future need to be *convinced* before they will buy into and act on the mission. The <u>2013 Connecticut Comprehensive Energy Strategy</u> (CES) recognizes this challenge and states:

"The goal is to create a culture that understands the value of and therefore demands energy efficiency, establishes standards that enable consumers to easily ascertain the efficiency profile of their own homes or buildings, and makes financing for energy efficiency measures both easily accessible and affordable."

In support of this overarching goal, the Department of Energy and Environmental Protection (DEEP) has directed the Energy Efficiency Board (EEB) to develop and execute a Statewide Marketing Plan to enhance and support the ongoing Energy Efficiency Fund program marketing, complement the marketing efforts of the Clean Energy Finance and Investment Authority (CEFIA), and support the newly created Energize Connecticut brand and website. This Statewide Marketing Plan will include the building blocks needed to foster a culture change and will provide the supporting foundation for the program and measure-specific marketing addressed by Connecticut Light and Power, The United Illuminating Company and the gas utilities (the Companies) throughout the year. The development of this plan is timely for two reasons. First, Connecticut is on the cusp of a major ramp-up in program delivery, and expanded marketing and outreach is necessary to drive customer action. Second, Connecticut recently created the Energize Connecticut brand and website. These components are now at our disposal to aid in a strategic and vigorous marketing effort aimed at spurring customer action and shaping customer behavior. As such, this statewide marketing plan is part of a larger marketing investment (which includes ongoing program marketing) that is designed to help Connecticut deliver upon its aggressive energy saving goals.

The "building blocks" in this plan include:

- Customer Research
- Customer Segmentation and Analysis
- EnergizeCT.com enhancements
- Utilities' online energy efficiency customer engagement platforms

¹ Page 18 http://www.ct.gov/deep/lib/deep/energy/cep/2013 ces final.pdf

The building blocks will inform and influence all our marketing efforts – those detailed in this plan, as well as program marketing.

This Statewide Marketing Plan will also include two public-facing communication campaigns:

- Energize Connecticut Enhanced Launch/Brand Awareness
- Demonstrating the Value of Energy Efficiency/Home Performance

Additionally, there are several specific marketing objectives detailed in the 2013-2015 C&LM Plan Final Decision. (See Appendix A.) In essence, most of them are variations on a theme – to provide customers with information that is relevant to their individual needs and lifestyle so that they can make energy-efficient decisions. A very strong start towards realizing the overall goal of creating a culture that values energy efficiency was made by the Marketing Services Committee (MSC) with the creation of the Energize Connecticut brand and website. The building blocks of this Statewide Marketing Plan are the essential next steps to the implementation of that goal and the program-specific objectives. Before we can influence thought and precipitate action within our programs, we need a thorough understanding of who our customers are and what they are thinking. Both residential and business segmentation analysis are already underway and are providing valuable insights that will enable us to target and differentiate our program messages. The research proposed in this plan will reveal what our customers are thinking at various points of exposure to our messaging, and the website enhancements and the customer engagement platform will make it easier for them to take action.

The two communication campaigns detailed in the following pages are based on communication objectives that will shape how customers think about energy efficiency (and the Energize Connecticut brand), how they feel after encountering our messaging, and ultimately, what they will do with the information. A "think-feel-do" communication strategy is also known as a high-involvement model because it works best with product categories or situations where there is a need for information or where there is significant product differentiation; energy efficiency has both of those characteristics.

While the two communication campaigns included in this statewide plan have specific objectives and strategies, they should be considered in a broader context which includes existing and planned program promotions, CEFIA's financing promotions, and the marketing communications messaging being produced by authorized contractors and certain trade allies. The Energize Connecticut brand is, for the most part, embedded into all of those entities' messaging. This provides a platform for multiple customer touch points with certain unifying attributes. The communication campaigns detailed in this plan provide an opportunity to leverage the impact of the smaller-reach campaigns implemented by the individual market actors to a larger statewide audience. Promoting the values of the brand (including the credibility of the sponsors) and the values and benefits of energy efficiency and home performance reinforce all the other touch points, as illustrated in Figure 1.



Figure 1. Multiple Touch Points Result in Customers Taking Action

Not only should we view the customer touch points of this plan in a broader context, the funding associated with this Statewide Marketing Plan is also part of a larger marketing investment, which includes ongoing C&LM program marketing and an energy efficiency customer engagement platform. Although these are separate line items in the 2013-2015 C&LM Plan Final Decision, the funding for this Statewide Marketing Plan was intended as a mechanism to enhance the overall marketing effort needed to support expanded C&LM programs and increased energy savings goals, as illustrated in Figure 2.

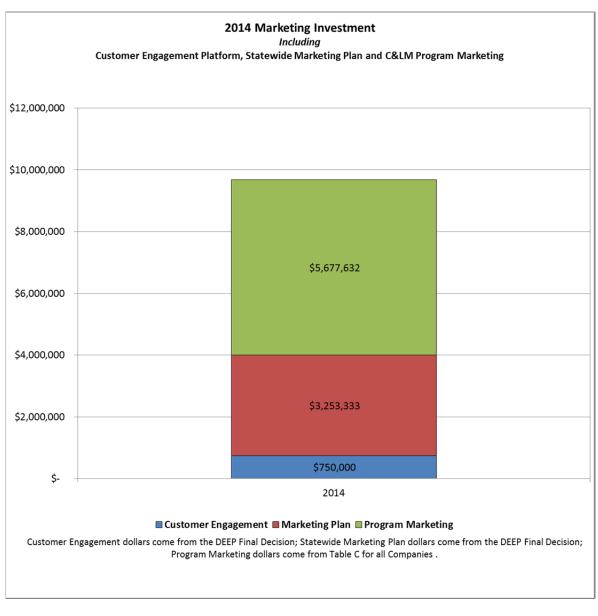


Figure 2. Overall 2014 Energy Efficiency Marketing Investment

A summary of the Statewide Marketing Plan budget, including supporting resources, is shown in Figure 3. Additional details can be found in Section VIII of the Plan.

STATEWIDE MARKETING PLAN BUDGET, INCLUDING SUPPORTING RESOURCES										
				BUDGETING	CATE	GORIES				
2014 STATEWIDE MARKETING PLAN TASK	,		2014 Statewide Marketing Plan		Program Marketing resources used to support Statewide Marketing Plan		CEFIA contribution to Satewide Marketing Plan*		TOTAL	
EE Customer Engagement Platform	\$	750,000	\$	1,659,099	\$	770,000	\$	-	\$	3,179,099
Research	\$	-	\$	59,300	\$	37,200	\$	11,500	\$	108,000
Segmentation	\$	-	\$	78,400	\$	-	\$	-	\$	78,400
Website Enhancements	\$	-	\$	101,983	\$	95,267	\$	65,750	\$	263,000
Website Yearly Maintenance			\$	90,000	\$	-	\$	30,000	\$	120,000
Enhanced Brand Launch	\$	-	\$	961,550	\$	-	\$	274,250	\$	1,235,800
Value of EE/Home Performance Campaign	\$	-	\$	100,000	\$	-	\$	-	\$	100,000
TOTAL	\$	750,000	\$	3,050,332	\$	902,467	\$	381,500	\$	5,084,299
Funding Available:								roposed CEF		
Approved in DEEP Final Decision	\$	750,000	\$	3,050,000				the enhanced		
Approved Electric (EDCs)	\$	600,000	\$	2,440,000				paign is being		
Approved Gas (LDCs)	\$	150,000	\$	610,000			CEFIA Board and is contingent on CEFIA Board review and approval.			
Total Available Funding	\$	750,000	\$	3,050,000					\$	3,800,000

Figure 3. Statewide Marketing Plan Budget Summary with Supporting Resources

An estimated timeline showing the months when the major activities of the Statewide Marketing Plan will occur is shown below on Figure 4.

2014 Statewide Marketing Plan Timeline of Activities												
2014 STATEWIDE MARKETING PLAN ACTIVITY	January	February	March	April	May	June	July	August	September	October	November	December
MARKET SEGMENTATION & ANALYSIS												
MARKET RESEARCH			General Awareness			General Awareness Post-Campaign Survey					Drogram Faci	of Year Survey
MARKET RESCRICT			Pre-Campaign Survey			Part HES Participant Survey						
WEBSITE OPERATIONS, ENHANCEMENTS, & TECHNICAL SUPPORT												
DEVELOPMENT OF UTILITY CUSTOMER ENGAGEMENT PLATFORMS												
ENERGIZE CONNECTICUT SM ENHANCED LAUNCH/BRAND AWARENESS CAMPAIGN												
VALUE OF ENERGY EFFICIENCY/HOME PERFORMANCE CAMPAIGN												

Figure 4. 2014 Statewide Marketing Plan Estimated Timeline

II. MARKET SEGMENTATION AND ANALYSIS

a. Overview

Data mining, deep-dive analytics, and customer segmentation capabilities are being leveraged to gain a deep understanding of our customers' energy usage behaviors, past program participation, demographic attributes and building profiles to better target customers with relevant bundles of products and services and to develop more compelling messaging and communications. A strong analytics foundation will enable us to continually test our marketing strategies and to hone our knowledge in order to improve both our product offerings and the ways in which we communicate programs and services.

Recognizing this opportunity, the Companies have already begun building these capabilities. The Companies have added experienced staff, developed customer databases and acquired best of breed analysis tools. As part of this marketing plan, we will continue this work and leverage our findings to optimize messaging, marketing and communication efforts.

b. Situation Analysis

The Companies have embarked on robust segmentation strategies in both the commercial/industrial and residential arenas. The goal of this work is to develop segments of likeminded and behaving customers in order to focus and tailor our programs and drive customer action within those programs. While segmentation and analysis is an ongoing activity, commercial and industrial efforts to date have included both quartile and sector-based segmentation. (See Figure 5.) This work has enabled us to develop highly effective go-to-market strategies and tailored communication plans. Residential segmentation efforts are currently underway and will incorporate both a customer propensity to participate dimension and a physical structure opportunity dimension. (See Figure 6.) Residential segmentation will enable us to develop relevant bundles of products and services for each of the identified customer groups. (See Figure 7.) We will then optimize messaging, communication vehicles and calls to action for each of the segments. Leveraging robust segmentation strategies will aid the Companies in delivering increased and deeper program participation in a cost efficient manner.

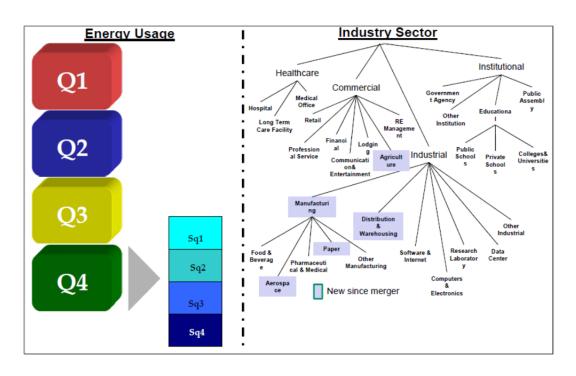


Figure 5: NU C&I Customer Quartile and Sector Example

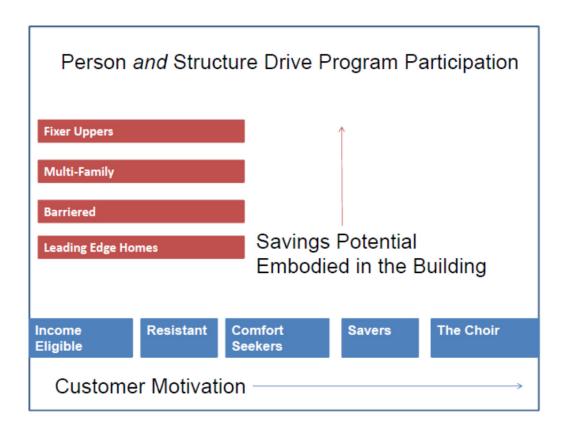


Figure 6: The Type of Home Influences a Customer's Motivation to Act

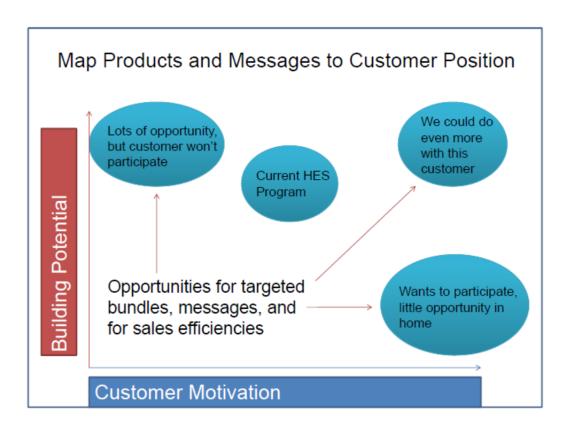


Figure 7: Targeted Marketing

III. MARKET RESEARCH

a. Overview

Building brand awareness allows an entity to create a position in the marketplace, build a relationship with the customer and provide a product promise associated with a brand's products. Since the launch of the Energize Connecticut brand in 2012, three surveys have been completed to measure change in awareness of and interest in energy efficiency, renewable energy, and Connecticut's various clean energy brands. We will conduct additional research to measure pre- and post- campaign brand awareness to determine the effectiveness of the campaigns, to understand opportunities to strengthen the Energize Connecticut brand, and to improve current and future marketing efforts and campaigns.

We will also conduct research to determine Connecticut consumers' perceptions of efficiency and add-on measures. This research will help us to understand what factors can and will motivate consumers to increase their participation in programs, including Home Energy Solutions (HES), and in the adoption of add-on measures.

Specifically, we will undertake the following research activities:

- Research General Awareness: The EEB's 2013 study was a follow-up to the baseline survey conducted in August 2012. The 2013 survey saw minimal change in awareness on almost all levels measured.
 - I. Pre-Campaign Survey: Prior to the launch of the Energize Connecticut Enhanced Launch/Brand Awareness Communication campaign (see Section V), a new awareness survey will be conducted. The survey will include questions from the 2013 surveys, along with additional questions pertinent to campaign content. This survey will launch approximately one week prior to campaign execution.
 - II. **Post-Enhanced Launch/Brand Awareness Campaign Survey:** The same survey will then be executed one to two weeks after the close of the brand awareness campaign to determine any lift in awareness and/or the impact of the campaign's content. This information will assist the Companies in determining if messaging and media were on point with the objectives of the campaign and allow for adjustments to create more effective marketing in 2014 and 2015.
 - III. **Program End-of-Year Survey:** A modified survey measuring program awareness will be executed in November 2014 to determine any lift in awareness of overall program marketing for the year. This survey will focus more on key messaging within program marketing such as Energize Connecticut, EnergizeCT.com, program awareness and recognition, and overall information awareness.
- 2. **Research Customer Perception and Motivation:** Consumers evaluate products on several levels including basic characteristics, advantages to the purchaser and value-

added features and benefits, including intangibles. Consumers are motivated to purchase based on their evaluation of determined value measured against the perceived risk. Personal values and characteristics also affect this evaluation. We will undertake research to explore these issues as it relates to participation in HES and add-on measures and to improve marketing and communications efforts accordingly.

- I. HES Past Participant Survey: Research will be done to determine possible deterrents to program participation as well as positive motivators with the current HES and Home Performance customer participants. This research will include in-depth phone surveys of recent HES participants who were recommended additional efficiency measures, surveyed equally between those who have and have not chosen to participate in additional measures. Additionally, it will seek to determine how consumers' beliefs and values affect this choice as well as any product factors that may have hindered or accelerated participation. For additional insight, the Companies will overlay demographic information over these research participants to determine any similarities or anomalies. This research will define current market effects on participation.
- II. **HES Past Participant Focus Groups:** Once the quantitative research described above is complete, focus group(s) will be utilized to gain deeper insight. This information will allow the EEB and the Companies to determine if product adjustments or marketing refocus may be required in order to increase participation. In addition, some online surveying may be executed to test the effectiveness of messaging and product features.

IV. WEBSITE OPERATIONS AND ENHANCEMENTS, AND TECHNICAL SUPPORT: EnergizeCT.com

a. Overview

As more and more consumers go online to seek information to inform their daily decisions, the role of digital media becomes increasingly more important. Maintaining a viable web presence is more than just having a website. The site needs to accommodate changes to consumers' browsing technologies, be readily findable in engine searches, meet consumers' expectations for content quality and timeliness, and improve the overall end user experience.

The EnergizeCT.com website went live in January of 2013. During the past year the Companies, CEFIA, and DEEP have focused on transitioning from the original site developer to a site maintenance and development firm, addressing back-end functionality needs, establishing routine reporting, and implementing critical enhancements as identified by the EnergizeCT Web Committee.

The EnergizeCT Web Committee is composed of staff from CL&P, UI, CEFIA and DEEP, with input from the EEB consultants. Throughout the year, the EnergizeCT Web Committee members maintain the website's content and graphics to ensure site freshness and support campaigns; and to integrate findings from segmentation, market research and website traffic analyses. Issues and enhancements identified during these day-to-day operations are immediately addressed or prioritized as an enhancement for implementation at a later date.

b. Objectives

For 2014, the efforts will focus on website maintenance and completing those identified enhancements that will:

- 1. Increase site traffic;
- 2. Reduce percent exits²;
- 3. Increase average visit duration;
- 4. Enhance usability to facilitate consumers and contractors finding information; and
- 5. Enhance back-end functionality to facilitate day-to-day maintenance of the website.

c. Target Market

The primary target market for 2014 continues to be residential consumers, followed by business consumers. An additional new market is contractors. With the shift toward upstream incentives, a portal for supporting contractors is planned to facilitate timely communication of program information.

² The "exit rate" reveals how many people leave a site from a particular webpage.

d. Project Implementations

During 2013, the EnergizeCT Web Committee identified 27 enhancements recommended for the website. Of these, 6 have been completed and 2 are no longer needed, leaving a list of 19 enhancements. These enhancements include implementation of Search Engine Optimization (SEO); development of a Content Management System WIKI to provide online guidance to website Content Managers; implementation of responsive design to support website browsing on mobile devices; the creation of two wizards (financing and guided assistance to help visitors find the right programs); the development of a Contractor Portal; expansion of the Find a Professional feature; Air Qualify Widget upgrades; implementation of multi-lingual options; development of document and image libraries; implementation of a publishing and expiration date feature; and changes to solution and segment pages to facilitate finding programs.

These enhancements will help to: 1) Improve the user experience; and 2) facilitate website maintenance.

The Website Committee hopes to be able to complete all enhancements during 2014. In the event that economics, technical or other issues impede the implementation of all planned enhancements, the Web Committee has prioritized the enhancements. This prioritization, in combination with other marketing (brand launch) and seasonal factors, with will help to guide the schedule for developing and launching the enhancements.

In addition, other content development and refinement changes are planned for 2014. These, in general, can be done by the Website Committee members and therefore do not require additional funding.

During the first half of 2014, a usability study will be conducted to help inform planned and future user experience enhancements. Key questions related to the ability of the user to find the information they were looking for, ease of use of the navigation system, identification of missing features and content, and broad suggestions for changes, can all help to inform user-facing changes to the website.

Major Website Enhancements Planned for 2014

	Enhancement/Benefit	Improve the User Experience	Facilitate Website	Content Development & Refinement
1.	SEO – Optimizes a website based on how search engines work, what people search for, the actual search terms or keywords typed into search engines and which search engines are preferred by the targeted audience in order to facilitate users finding the website. This may include editing content, HTML and coding to both increase the website's relevance to specific keywords and to remove barriers to the indexing activities of search engines. This may also include promoting the website to increase the number of links. The Web Committee has two proposals and is in the process of seeking a proposal from SAI.	X		X
2.	 Wizards – With more than 200 pages, and multiple entities contributing to the website content, assisting users in finding information and programs specific to their needs is needed. Two wizards have been identified to assist in the customer experience. I. The Finance Committee has requested a finance wizard to assist users in finding the right loan product for their project. II. With many residential consumers unaware of program specifics, a guided assistance wizard is proposed to help them find the right program. This would be a series of questions that result in a display of appropriate programs. 	x		
3.	Find a Professional - This feature is being expanded to include lenders, loan programs, and restrict contractor demographic information to one record. Currently each contractor has a separate record for each program they participate in, which makes day-to-day maintenance of this information difficult. Other changes include the ability to upload and download partial lists of contractors. This enhancement will allow for better management of the information and maintain contractor data.	X	X	
4.	Air Quality Widget – The current map and graph were developed a number of years ago, and the code needs to be updated.	Χ	Χ	
5.	Contractor Portal – With an increased emphasis on upstream incentives, having a section of the website with programmatic information for contractors will be very useful. In addition to forms and training materials, this may also include an eNewsletter. This enhancement will be key in keeping the contractor base informed and engaged.	X		
6.	Responsive Design – Our Google Analytics reports show an exit rate of 50% for mobile users. More and more users are searching on mobile devices and the website needs to accommodate these users. This enhancement will keep Energize CT up-to-date with the growing population of mobile device users.	Х		

	Enhancement/Benefit	Improve the User Experience	Facilitate Website	Content Development & Refinement
7.	Document and Image Library – To facilitate day-today management of site content, a more robust document and image library is needed. This enhancement will allow administrators to keep the site from getting stale or redundant in use of content or imagery.	Х	Х	
8.	Publishing and Expiration Date – This feature will allow pages and supplier choice rates to be set to automatically publish and expire on selected dates. This will facilitate yearly updates to program pages, time sensitive marketing content, and frequent supplier choice rate changes.	X	X	
9.	Landing and program pages modifications – Informed by segmentation and market research, these change will highlight key program information and customer steps to take action.			X
10.	Supplier Choice Cross Marketing – Add cross marketing features to the supplier choice pages to encourage these visitors to engage with the entirety of the website.	Х		
11.	What is Smart Energy section expansion – Expand this section of the website to accommodate non energy efficiency and renewal energy program information, such as Energy Assistance, Comprehensive Energy Strategy summary information, transportation information, Natural Gas Expansion, etc.			Х
12.	Energy efficiency and renewal energy house feature - This feature will display recommended measures and programs when a visitor hovers over sections of the home.	Х		

IV. DEVELOPMENT AND LAUNCH OF UTILITY CUSTOMER ENGAGEMENT PLATFORMS

a. Northeast Utilities (NU) Energy Efficiency Customer Engagement Platform Overview

The NU energy efficiency customer engagement platform (CEP) is a tool that will allow NU to effectively reach all of its customers with energy usage information that is tailored to the customer and their situation, and includes self-service assessments (where applicable), as well as benchmarking. It will provide the customer with targeted, customized recommendations and actionable steps to reduce costs and save energy based on the customer's situation and profile. A customer, business or residential, will be able to see energy use over time, compare it with like customers in the area and segment, and learn about solutions that will save energy and money. The customer will also receive information about incentives tailored to them, which will help make these changes. The CEP will provide savings in the most efficient manner to each group of customers. It will enable NU to develop targeted messaging for these customers driving deeper and broader savings and improving customer satisfaction. The CEP will enable NU to close the marketing loop to learn more about these customers and develop better targeted products and services for them going forward, leading to additional savings over the long term. It will also provide a place the NU call centers can refer customers to for self-service. Additionally, with the CEP, NU will be able to collect metrics for reporting and analytics for evaluating program reach and effectiveness.

By providing easy, intuitive and accessible resources and tools for customers to engage in transactional activities, informational searches and efficiency measures, NU will be able to keep pace with customers' service expectations or industry norms.

While NU customers are currently able to access their usage information via the "Green Button³, they do not have access to self-service tools to learn about energy efficiency information or access to customized program information. Current methods NU utilizes in providing customers with energy efficiency information is labor-intensive and costly, and does not reach all customer segments, nor do they provide customers with the control and immediacy they expect. This affects their ability to take actions that would save them energy and money. The magnitude of energy efficiency measures enacted is therefore affected, and adoption is not widespread across certain segments, especially smaller business, due to the costs of reaching this segment. This negatively impacts NU's ability to meet ambitious energy efficiency goals.

The NU energy efficiency customer engagement platform will be implemented in 2014.

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³ CL&P example of the Green Button at http://www.cl-p.com/Home/SaveEnergy/Green Button/

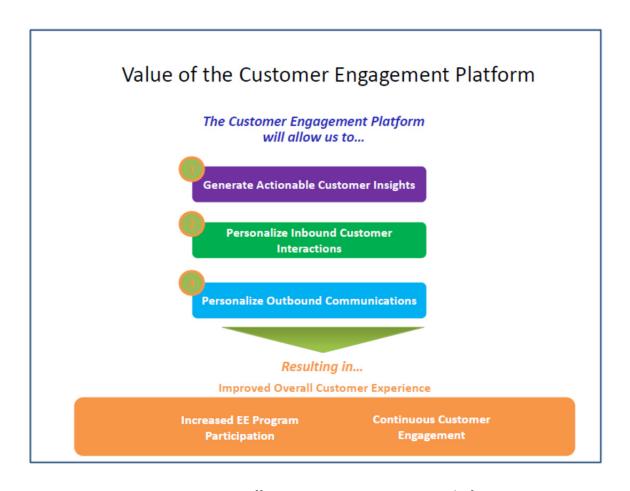


Figure 8. NU Energy Efficiency Customer Engagement Platform

b. The United Illuminating Company customer engagement platform is under review and development, and is expected to be implemented in 2014.

V. ENERGIZE CONNECTICUTSM ENHANCED LAUNCH/BRAND AWARENESS COMMUNICATION CAMPAIGN

a. Situation Analysis

The new brand was developed by the Marketing Services Committee (MSC), which is made up of representatives from DEEP, the EEB, CEFIA and the Companies. Energize Connecticut was announced in the Spring of 2012 by Governor Malloy at the NEEP Summit and EnergizeCT.com went live in January, 2013. By the end of the first quarter of 2013, almost all of the Energy Efficiency Fund program collateral and advertising materials featured the new logo. As part of the new brand standards, the MSC developed a text "descriptor" that appears on most printed materials and on media releases to describe the initiative represented by the brand. By virtue of the volume of materials produced and distributed to the public and the frequency and reach of advertising and public relations pushed out via the Companies' program marketing, CEFIA, and the trade allies, the new brand was introduced to Connecticut's residents, businesses and legislators.

Now, with the major effort and investment of creating the brand and launching the website in place, and with the approval of an expanded C&LM budget, the stage is set for a larger brand launch. All of the brand's stakeholders have a vested interest in raising public awareness. The Energize Connecticut website is the primary call to action on all energy efficiency and finance program promotions. The public face of the Connecticut Energy Efficiency Fund has virtually disappeared. We need the public – both residents and businesses – to know and understand what the brand represents, as defined in our Brand Promise and Brand Pillars.

Brand Promise: Empowering Connecticut to make smart energy choices, now and in the future

Brand Pillars: Accessible, Inclusive, Trustworthy, Empowering

The Opinion Dynamics telephone survey fielded in September 2013 reported that approximately half of Connecticut residents were aware of energy efficiency programs and one-fifth to one-quarter was aware of renewable programs. This result is largely unchanged from a 2012 survey. We can therefore conclude that the awareness of many of our mature energy efficiency programs has topped out. The survey also reported that just eight percent of residential customers were "very" or "somewhat" familiar with the new brand. Considering that only a limited brand launch was done, it can be assumed that eight percent awareness was generated primarily via program marketing. The new brand offers us an opportunity to start moving that needle. The new brand gives us something "new" to talk about and an opportunity to introduce concepts that will ignite a renewed interest in past participants who may think they have "been there, done that", and a chance to engage with people who have not been thinking much about energy usage.

b. Target Audiences

While everyone who lives and works in Connecticut is a potential audience member, applying segmentation will enable us to match the message to the medium and to the appropriate geographic audience.

c. Marketing Communications Objectives

- 1. To increase brand awareness.
- 2. To increase EnergizeCT.com traffic (primary call to action) and promote the statewide telephone information resource, WISE-USE (secondary call to action).
- 3. To position Energize CT as a trustworthy, credible endorser of smart energy resources.

b. Marketing Communications Strategy

The overall brand awareness marketing communications strategy is simple – it is all about reach and frequency. In a concentrated period of time (early Spring), we will "carpet bomb" the public with the brand. While this intensity is time-constrained, the boost in brand awareness will support the concurrent and ongoing program marketing and energy efficiency/home performance campaigns, and, in turn, those campaigns will continue to extend brand awareness.

1. **Media Sponsor**. Implement a powerful multi-platform sponsorship (on TV, online, and through events) with one of the Connecticut television broadcast affiliates. A sponsorship would (a) provide broad reach to every demographic, (b) utilize a "trusted messenger", and (c) have an immediate impact with a quick ramp up. *NOTE: A TV affiliate sponsorship will complement the Companies' program marketing, which includes a substantial increase in radio advertising in 2014. The program radio ads also feature the Energize CT brand and website. These radio spots will provide additional coverage in regions where the TV reach is light.*

This approach is recommended because:

- i. Production of a branding spot(s) produced by the sponsor would be far less expensive than creating them with an agency.
- ii. Purchasing traditional TV advertising on a station-by-station basis fractures the overall buying power and incurs more expense.
- iii. With a media sponsor, it is easier to control the flow of messaging short duration promotions can be launched and turned off easily.
- iv. With a media sponsor, we can incorporate the demand response/Wait 'til 8 messaging in anticipation of the summer peak.

- 2. **Public Appearance Opportunities with Brand Representatives.** Seek out opportunities with the Governor, other legislators, commissioners and representatives from the EEB CEFIA, and the Companies to speak about Energize Connecticut at business locations and residential events (including those that are part of the media sponsorship).
- 3. **Transit Advertising**. Transit advertising (buses, train stations) is most effective for short, simple messaging. Deployment of the signage will be in urban locations.
- 4. **Social Media**. Social media will be the primary vehicle to announce new web enhancements the web is an extension of the brand.
- 5. **Paid Search**. Complement SEO efforts with paid search (keyword, content network general awareness/brand search. Technology and program search will stay with the program marketing budget).
- 6. **Digital Display Advertising**. In key sites including Facebook, Yahoo, Yahoo mobile media sites and on Connecticut sites where possible (DMV, dept of Revenue Services, etc.)
- 7. **Direct Mail**. Include logo and messaging in existing mail opportunities such as Motor Vehicle registration notices and Company utility bills.

c. Monitoring

Monitoring of this campaign to evaluate the change in customer brand awareness will be performed via a pre-campaign survey and an end of year survey. (See Section III. Market Research)

VI. VALUE OF ENERGY EFFICIENCY/HOME PERFORMANCE CAMPAIGN

a. Situation Analysis

The Home Energy SolutionsSM (HES) core services are a great entre to a household. As the program brochure states, it is the first step. However, all the Energize Connecticut stakeholders agree that these homes can and should be yielding deeper energy savings. The program administrators have collaborated with the EEB Residential Committee and the authorized contractors to create better tools to communicate the value proposition of upgrades to lighting, insulation, space heating and cooling, and water heating. Sales training has also been provided to the contractors to help with the upsell. Energy savings per home is now tracked on a contractor scorecard and there are penalties for contractors with low ratings. The expansion of the Clean Energy Communities program is also proving to be a useful communication channel. The multiple navigation options on EnergizeCT.com – enabling customers to search by programs, solutions, or segments – are another way to educate consumers on what is possible. All of these engagement strategies are working. In 2013, the comprehensive energy savings per home has increased⁴. However, the Weatherization Baseline Assessment⁵, commissioned by the Energy Efficiency Board, states "that the evaluators determined 26% of the sampled homes (with a confidence interval of 21% to 31%) comply with the weatherization standard". So, we are faced with the challenge of modest increases not keeping pace with ambitious goals.

The program administrators are facing a similar scenario in the small business customer segment. With increased savings goals in 2014 and beyond, more customers need to participate, but more importantly, greater savings need to be extracted from each project. Small business customers share many residential attributes – particularly the lack of energy-saving information. Unlike large businesses with facility managers and sustainability strategies, many small businesses simply aren't aware of savings opportunities, or they believe that if they have installed CFLs in the past decade, there is nothing else they can do. Promoting the concepts of value and performance with small businesses is also necessary.

The "Value of Energy Efficiency/home performance" campaign is about planting a seed. Messaging and sales pitches about add-on measures and ROI mostly resonate with consumers who are predisposed to act (i.e., their equipment has failed or is likely to, or they are concerned about comfort or safety, and possibly they have environmental concerns). Promoting the concept of home performance (defined later in this document) lays the groundwork, or, to extend the previous metaphor, tills the soil and helps to create a receptive audience who is more likely make a smart energy choice when the opportunity arises.

As with the branding campaign, this campaign plays off of the Companies' program marketing, which has modified their program-specific messaging to include more experiential messaging as well.

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⁴ The average single family home saved 12. MMBTU in 2012 and 14.1 MMBTU in 2013

⁵ Weatherization Baseline Assessment, NMR Group Inc., January 2014

b. Target Audiences

This is primarily a residential campaign. Small businesses are a secondary audience, but share enough of the same information gaps that a similar approach is warranted. The audiences for this campaign are the same as for the brand awareness campaign. Additional psychographic segmenting utilizing Experian data and other available resources will also be employed and will be useful in creating themes and identifying the Unique Selling Proposition (USP) as materials are being developed. (Filters may include categories such as "do it yourselfers", "environmentally sensitive", etc.) The insights we gained from completed surveys and the proposed past-customer survey (see Section III) will also help to match the campaign content to the correct segment.

Additionally, while the messaging will be aimed at the end user, trade allies (including, but not limited to, home improvement contractors, property managers, realtors and landlords) are also both audiences *and* a vehicle to deliver the campaign messages to the end user.

c. Marketing Communications Objectives

- 1. Increase number of <u>engaged</u> users on EnergizeCT.com
- 2. Generate media stories
- 3. Create a video library

d. Marketing Communications Strategy

In order to communicate the actions and resulting benefits of the value of energy efficiency and home performance to residential (and certain small business) consumers, we need to define the concept in terms of what we want our campaign outcomes to be. Home performance is an amorphous statement – its overuse is starting to rival that of "green energy", turning it from a useful phrase to a less meaningful buzzword.

The Federal Department of Energy (DOE) defines home performance as: "A whole house process using diagnostic measurements to determine calculated energy savings predictions for packages of measures that are verified through post-retrofit testing and reviewed for quality installation.⁶" This definition is useful for contractors and energy efficiency program administers, but how would it translate to consumer messaging?

Efficiency First, a nonprofit trade association representing the home performance workforce, does a better job of turning the DOE description into a consumer-friendly concept: "Home Performance – A comprehensive whole-house approach to identifying and fixing comfort and energy efficiency problems in a home. A drafty house, rooms that are too hot or too cold, and high energy bills are all common issues for homeowners. A quality installation of a new heating

⁶ http://www.energystar.gov/ia/home_improvement/HPwES_2013_ProgramReport.pdf

or air conditioning system, buying replacement windows, or adding more insulation may fix part of the problem, but home performance looks at the entire package, including energy efficiency, comfort, durability, cost and health and safety.⁷"

Ed Voytovich, contributor to <u>Remodeler</u> magazine may have the definition that best describes what we need to convey to Connecticut residential consumers. "Home performance is the science and practice of building and improving homes according to a comprehensive package of measures that make the home as safe, comfortable, efficient, and durable as possible. Each home is a distinctive system involving the building itself, the mechanical equipment, and the occupants.⁸".

The Voytovich description aptly lists the topics that we need to focus on: **the building itself, the mechanical equipment** and **the occupants**. Our communications strategy needs to be built around the **value, benefits** and **opportunities** associated with all three of those main topics, rather than the promotion of the phrase "home performance". The inclusion of the occupants is the "X factor" that is often left out of energy-related messaging. Traditional energy efficiency promotions center on **saving** energy. By adding the human X factor, we can focus on how our customers **use** energy.

Susan Mazur-Stommen, Behavior and Human Dimensions Program Director for the American Council for an Energy-Efficient Economy (ACEEE), is an advocate of utilities providing a more customized energy efficiency experience that delivers a branded product rather than an invisible commodity. At an E-Source conference presentation⁹, she explained the importance of the "User Experience", or "UX", where the "constraints are assumed to be solely technical or economic in nature", when in reality, customer behavior is dictated more by user needs. She suggests that we "fold into the user experience (UX) and integrate with the user's pre-existing complex of behaviors and activities, rather than forcing users to change them to accommodate a new product, service, or process."

In other words, the concept that we want to express to customers is that *your* household – the structure -- including everything and everyone in it – is a system. How the system performs is effected by many things (structure, equipment, usage), and that performance has value. Our communications strategy will be *user-based and personal*.

1. Produce and promote video library. A series of very short videos on topics centered on the use of technology, equipment, human behavior, and resources (including financing). Videos should put the savings into real-life context – "If you replace your 15-year old washer with Top Ten USA rated model, in 6 months you could save enough to pay for XX bottles of laundry detergent (showing the bottles stacked up). Videos will include available resources – financing, instant or traditional rebates, learn more resources

⁸ http://www.remodeling.hw.net/energy-efficient-construction/homes-are-systems.aspx

⁷ http://www.efficiencyfirst.org/education/glossary/

⁹ http://www.esource.com/system/files/files/2012-04/ESource_UMC2012_BehaviorChange_Mazur-Stommen.pdf

(ENERGY STAR, Top Ten, etc.). Videos on renewable solutions could also be produced and tied to a lifestyle message that would include other smart strategies (such as tips to reduce consumption, or weatherization before going solar, etc.).

The videos become the content for most of the campaign. Descriptions and excerpts of the scripts can be used in the promos (in blurbs on web pages, in media releases, as Facebook and Twitter content).

This video strategy will complement the program-specific marketing campaigns executed by the Companies and CEFIA's financing communications. Those campaigns include similar messaging. The creation and promotion of this video library gives us a vehicle to go deeper with information, and an opportunity to provide the information in a way that is engaging and easy to access. Energy Efficiency program advertising always includes a call to action to go to EnergizeCT.com or 877-WISE-USE to learn more. Now, when visitors get to the site, they will have substantially more information and a better understanding of the value of energy efficiency and how it factors into their home's performance. These videos will also provide an opportunity to include financing as a support message with many of the topics.

The videos will be produced using the NU in-house video facilities and the production capabilities of the Companies' marketing specialists. Using those resources rather than bringing in an outside production company will enable the budget to support the creation of approximately twice as many videos, resulting in a campaign that will provide big results without "big bucks".

Sample Video Topics -- more to be added as necessary.

Topic	Primary Audience			
HES Overview	Residential customers			
Weatherization/Sealing	Residential customers			
Insulation and energy savings	Residential customers			
Hot water and hot water equipment	Residential customers			
Lighting and Top Ten appliances	Residential customers			
Heating equipment/Rebates	Residential customers			
Cooling equipment/Rebates	Residential customers			
Behavioral changes of the homeowner	Residential customers			
Financing efficiency upgrades	Residential customers			
Windows	Residential customers			
Building energy efficient homes	Residential customers			
Low-cost/no-cost actions for small businesses	Small Business Customers			
Renewable topic	Residential customers			
About EnergizeCT.com	Residential & Business customers			
About customer engagement platform	Residential &Business customers			
Energy Efficiency and Natural Gas Conversions	Residential customers			
Building Energy Labeling	Residential & Business Customers			

- i. Include links from Energize CT You Tube channel to the webs site (or directly to the appropriate customer engagement tool). Users visiting the site directly will have a reason to stay longer (i.e., increasing engagement).
- ii. Promote videos via existing or new e-newsletters.
- iii. Promote videos via social media.
- iv. Promote videos via authorized HES and SBEA contractors (i.e., links on their company pages and newsletters).
- v. Promote videos via PR (see No. 3 below).
- 2. **Promote EnergizeCT.com user tools and the Utilities' online customer engagement platforms.** As with the video library, these engagement tools are another way to reinforce the value message. This campaign will provide the means to promote these new customer resources.
 - i. Via external affiliate links, internal links, social media and PR.
- 3. **Public Relations.** The PR efforts of the Companies will continue to focus on program participation. This value campaign is a separate *complementary* strategy, based on promoting the concept via the videos. We will distribute the videos with accompanying articles to:
 - i. Legislators
 - ii. Contractors (matching content to appropriate trade)
 - iii. Trade and professional associations (including chambers)
 - iv. Community action agencies
 - v. Local media
 - vi. Municipal energy task forces via the Clean Energy Communities program.

e. Monitoring

Monitoring of this communications campaign will include web traffic analysis, earned media tracking, and the execution of a mid-campaign internet panel survey to determine interest in the completed/released videos and gauge interest in additional topics.

VII. ORGANIZATION, IMPLEMENTATION, AND MARKETING RESOURCES

A. Statewide Marketing Plan Implementation Team & Resources

The Northeast Utilities' and United Illuminating's marketing teams, as administrators of the Energy Efficiency Fund/C&LM programs, will implement the 2014 Statewide Marketing Plan, in coordination with DEEP and CEFIA, and with the EEB Marketing Committee providing regular and ongoing oversight and direction of the Marketing Plan's major activities and milestones. For detailed information on the Companies' marketing staff, resources, and capabilities, please see Attachment B. In addition to these resources and capabilities, the Companies will complement their teams with expertise provided by the following firms:

- SAI Systems (SAIS), a technology consulting services firm based in Shelton, Connecticut.
 SAIS brings expertise in website maintenance and development. Since the summer of 2013, SAIS has worked in partnership with the Website Committee to support and enhance the Energize Connecticut website. SAIS will continue this work, including website technical support and implementation of website enhancements.
- Gaffney Bennett Public Relations (GBPR), a full-service public relations and strategic
 communications firm based in New Britain, Connecticut. GBPR brings expertise in media
 relations, social media, online communications, and public opinion research. NU
 currently engages GBPR to support program marketing. As part of the Statewide
 Marketing Plan, GBPR will support public relations and certain research activities.
- 3. Boathouse Group, Inc., NU's integrated marketing communications agency of record. Boathouse provides broadcast media strategy and purchasing services for all of NU, including the C&LM department, and also produces and manages digital display, paid search and print advertising campaigns that support energy efficiency programs.
- 4. Mason, Inc., Ul's integrated marketing communications agency of record. Mason provides broadcast media strategy, paid search, radio, TV and print advertising purchasing services for Ul's C&LM department. Additionally, Mason provides public relations services and social media support for the energy efficiency programs on a joint level for Energize Connecticut.
- 5. Market Research Services: Competitive quotes will be obtained from market research firms with prior experience working with the Companies and the EEB for the execution of the studies listed in the Statewide Marketing Plan.

In addition to these firms, the Companies plan to engage the following additional resources:

 A media sponsor will be engaged for the Enhanced Brand Launch in order to implement a multi-platform sponsorship (on TV, online, and through events) with one of Connecticut's television broadcast affiliates. 2. A visual design firm will be engaged to provide creative support for website enhancements, including the look and feel of web-based guided assistance wizards.

B. Statewide Marketing Plan Monitoring and Oversight

1. Role of the EEB Marketing Committee

As directed in DEEP's 2013-2015 C&LM Plan Final Decision, the EEB Marketing Committee will provide regular and ongoing oversight and direction of the Statewide Marketing Plan's major activities and milestones. ¹⁰ In order to provide this regular oversight, the EEB Marketing Committee will convene *at least* once monthly. More frequent review, monitoring, and supervision will occur through: a) EEB and EEB consultant participation in the Marketing Services Committee, the Website Committee, and other relevant Committees; and b) regular communications and meetings between the EEB's marketing consultants and the Companies.

2. Role of the Marketing Services Committee

The Marketing Services Committee (MSC) was established during the Energize Connecticut brand and website development project and includes representatives from the DEEP, CEFIA, EEB, and the Companies. During the height of the project, the Committee convened weekly to discuss project developments and to coordinate work between all participating entities. The MSC also created several subcommittees (such as the Website Committee and Social Media Committee) to further coordination. These subcommittees continue to meet regularly.

As the Statewide Marketing Plan activities commence, the MSC will again serve as the forum for regular marketing coordination and communication, especially for the three activities jointly-funded by CEEF and CEFIA (research, website enhancements and technical support, and the enhanced brand launch). During the height of the Statewide Marketing Plan activities, it is anticipated that the MSC will meet weekly. The MSC subcommittees will also continue to meet regularly to coordinate on the website and social media. Additional subcommittees may form, as appropriate.

Finally, the EEB Marketing Committee understands that DEEP may secure additional resources as necessary to help integrate the Statewide Marketing Plan activities with other agency efforts and to facilitate the harmonization of the Statewide Marketing Plan activities with CEFIA's marketing efforts.

C. Role of Potential Additional Marketing Consultant per the 2013-2015 C&LM Plan Final Decision

¹⁰ See Page 104 or the 2013-2015 C&LM Plan Final Decision.

The 2013-2015 C&LM Plan Final Decision directs the EEB Marketing Committee to consider a marketing services contract to further the objectives of the Final Decision and the Comprehensive Energy Strategy. In place of executing a contract with an outside marketing firm, the EEB Marketing Committee recommends that the Companies' marketing teams implement the Statewide Marketing Plan, with the additional support and expertise provided by the outside marketing firms outlined above. This recommendation is informed by the following considerations:

- The Companies' marketing teams, in coordination with CEFIA, and with the additional support and expertise provided by the outside marketing firms, bring considerable marketing expertise to implement the Statewide Marketing Plan, including familiarity and experience with the Connecticut marketplace, the Connecticut consumer, and Connecticut's energy efficiency and renewable energy programs.
- 2. The Companies' marketing teams have a track record of working collaboratively and closely with DEEP, CEFIA, and the EEB Marketing Committee. This history will help to facilitate the EEB Marketing Committee's oversight of the 2014 Statewide Marketing Plan's major activities and milestones as directed in the 2013-2015 C&LM Plan Final Decision. Furthermore, prior collaboration will aid in the harmonization of CEFIA's existing marketing efforts with the Statewide Marketing Plan activities (as directed in the Final Decision 13).
- 3. Leveraging the marketing staff, resources, and capabilities of the Companies will be more cost efficient than engaging an outside marketing firm. The two public-facing communication campaigns detailed in this plan rely heavily on those resources and abilities. In particular, the video strategy of the "value" campaign is budgeted on the assumption of using the NU in-house video facilities and the production capabilities (including storyboards and scripting) of the Companies' marketing specialists.
- 4. Implementation of the Statewide Marketing Plan by the Companies will ensure a more timely execution of proposed activities, as engaging an outside marketing firm will require time for a solicitation and approval. More significantly, a substantial (and costly) block of time would be needed to educate the selected firm on Connecticut's audiences (including a review of the recent public awareness studies), past marketing activities, current objectives (including the relevant legislation), the programs themselves, and the current, ongoing program marketing activities.
- 5. Implementation of the Statewide Marketing Plan by the Companies will ensure seamless integration with the ongoing program marketing campaigns that they currently plan and execute.

¹¹ See Pages 78-79 or the 2013-2015 C&LM Plan Final Decision.

¹² Ibid.

¹³ Ibid.

6. An outside marketing firm was previously engaged to develop the Energize Connecticut brand and website. Very comprehensive messaging and graphic guidelines were produced as part of that effort. Those foundational components were developed so that Connecticut's award winning smart energy programs and partners would have consistent, cohesive and effective turnkey marketing tools that could be applied to all public-facing communications. Now that they are fully developed, they are at the Companies' disposal and are ready to be applied to the Statewide Marketing Plan in order to spur customer action and shape customer behavior.

VIII. BUDGET

STATEWIDE MARKE	TING	G PLAN B	UD	GET, INC	LUD	ING SUPI	OR'	TING RE	SO	URCES
				BUDGETING	CATE	ECODIES			Π	
2014 STATEWIDE MARKETING PLAN TASK	Custo	gement		4 Statewide keting Plan	Prog Mar reso to s Stat	gram -keting ources used support tewide -keting Plan	Sate	ibution to		TOTAL
EE Customer Engagement Platform	\$	750,000	\$	1,659,099	\$	770,000	\$	-	\$	3,179,099
Research	\$	· -	\$	59,300	\$	37,200	\$	11,500	\$	108,000
Segmentation	\$	-	\$	78,400	\$	-	\$	-	\$	78,400
Website Enhancements	\$	-	\$	101,983	\$	95,267	\$	65,750	\$	263,000
Website Yearly Maintenance			\$	90,000	\$	-	\$	30,000	\$	120,000
Enhanced Brand Launch	\$	_	\$	961,550	\$	-	\$	274,250	\$	1,235,800
Value of EE/Home Performance	\$	-	\$	100,000	\$	-	\$	-	\$	100,000
Campaign				· · · · · ·	Ľ				Ľ	
TOTAL	\$	750,000	\$	3,050,332	\$	902,467	\$	381,500	\$	5,084,299
							*0	roposed CEF	τΛ	-funding for
Funding Available:	-							:he enhanced		
Approved in DEEP Final Decision	\$	750,000	\$	3,050,000						posed to the
Approved Electric (EDCs)	\$	600,000	\$	2,440,000						ontingent on
Approved Gas (LDCs)	\$	150,000	\$	610,000						nd approval.
,,	+	,	Ė	,			CLI	LA DOGIU IEVI	ew a	iiu appiovai.
Total Available Funding	\$	750,000	\$	3,050,000					\$	3,800,000
CL&P, YANKEE GAS										
				BUDGETING	CATE	EGORIES				
2014 STATEWIDE MARKETING	Energy Efficiency Customer Engagement		2014 Statewide Marketing Plan		Program Marketing resources used		CEFIA contribution to Statewide		TOTAL	
PLAN TASK	Platfo				to s Stat	support tewide rketing Plan		eting Plan*		
EE Customer Engagement Platform	\$	530,000	\$	950,000	\$	770,000	\$	-	\$	2,250,000
Research	\$	-	\$	27,600	\$	37,200	\$	5,750	\$	70,550
Segmentation	\$	_	\$	-	\$	-	\$	-	\$	
Website Enhancements	\$	_	\$	62,533	\$	95,267	\$	32,875	\$	190,675
Website Yearly Maintenance	\$	_	\$	72,000	Ψ	33,207	\$	15,000	\$	87,000
Enhanced Brand Launch	\$	_	\$	658,200			\$	137,125	\$	795,325
Value of EE/Home Performance								137,123		
Campaign	\$	-	\$	60,000			\$	-	\$	60,000
TOTAL	\$	530,000	\$	1,830,333	\$	902,467	\$	190,750	\$	3,453,550
UT ONG COO										
UI, CNG, & SCG										
				BUDGETING	CATE	EGORIES				
2014 STATEWIDE MARKETING PLAN TASK	Custo	omer gement		4 Statewide keting Plan	Mar reso to s Stat	gram rketing ources used support tewide rketing Plan	State	ibution to		TOTAL
					+	-			\$	929,099
EE Customer Engagement Platform	\$	220.000	\$	709.099			1 5			
EE Customer Engagement Platform	\$	220,000	\$	709,099 31,700	\$		\$	5 750	¢	
Research	\$	220,000	\$	31,700	\$	<u>-</u> -	\$	5,750	\$	37,450
Research Segmentation	\$	220,000	\$	31,700 78,400	\$ \$	-	\$	-	\$	37,450 78,400
Research Segmentation Website Enhancements	\$	-	\$ \$ \$	31,700 78,400 39,450	\$ \$ \$	-	\$ \$ \$	32,875	\$ \$	37,450 78,400 72,325
Research Segmentation	\$	-	\$	31,700 78,400 39,450 18,000	\$ \$ \$	- - -	\$	-	\$	37,450 78,400 72,325 33,000
Research Segmentation Website Enhancements Website Yearly Maintenance Enhanced Brand Launch Value of EE/Home Performance	\$ \$ \$	- - -	\$ \$ \$ \$	31,700 78,400 39,450 18,000 303,350	\$ \$ \$ \$	- - -	\$ \$ \$ \$	32,875 15,000	\$ \$ \$	37,450 78,400 72,325 33,000 440,475
Research Segmentation Website Enhancements Website Yearly Maintenance Enhanced Brand Launch	\$ \$ \$	- - -	\$ \$ \$	31,700 78,400 39,450 18,000	\$ \$ \$	- - - - -	\$ \$ \$	32,875 15,000	\$ \$ \$	37,450 78,400 72,325 33,000

IX. APPENDIX

A. Language And Compliance Schedule From The 2013-2015 C&LM Plan Final Decision Pertaining To Marketing

Page Numbers	Sector (if applicable)	Program, Activity or Initiative (if applicable)	Language from the 2013-2015 C&LM Plan Final Decision Pertaining to Marketing
42	Residential	Retail Products	The Department believes that a significant increase in the budget for the Residential Retail Products program for 2014 and 2015 is warranted. Specifically, the budget needs to be increased to allow for a concerted educational and marketing effort to catalyze investment in efficient lighting especially solid state lighting, more commonly referred to as light emitting diodes (LEDs). With enough progress in market movement, ratepayer support for residential lighting might be able to be reduced in 2016.
44, 47	Residential	Retail Products	The Evaluation also recommended increased educational efforts about the diversity of efficient lighting options, the impact of Federal lighting standards, and the meaning of terms like lumens, cool white, warm white, etc., utilizing visual and "hands on" displaysThe Retail Products Program for 2014 and 2015 must be redesigned by the EDCs and EEB to address the findings and recommendations contained in the Lighting Evaluation as well as the directives in this Decision.
45	Residential	Retail Products	The Lighting Evaluation reveals that that assumption is no longer the case. Of particular concern is the Lighting Evaluation's finding that socket penetration has not significantly increased despite the sale of 12.6 million program supported CFLs over the last three years. This finding suggests that much of the lighting being discounted under the program is being purchased to replace existing CFLs (i.e., repeat sales). This finding requires the EDCs to better target the market segment that has not yet replaced incandescent bulbs throughout their home.

45	Residential	Retail Products	Education should also be increased at the point-of-purchase during high-traffic periods and at as many locations as possible. Although this effort will initially be done by the EDCs and their support staff (e.g., lighting vendors), to achieve economies of scale the staff at retail outlets must also be trained.
46	Residential	Retail Products	NCPs should place greater emphasis on stakeholder marketing support and assignment of higher markdown incentives for partners who support efficiency efforts.
47	Residential	Retail Products	The Department supports the continued use of incentives to affect transformation of the residential lighting market in the near term. Repeating past marketing strategies may not be targeting the market segment that is unlikely to invest in CFLs. Therefore, the EDCs must examine this matter and submit revisions for program delivery in 2014 and 2015. The Department supports expanding education and targeting marketing to better inform consumers about their lighting options. Expanding education should increase awareness and in turn drive consumer demand for these products, providing additional opportunities to reduce incentives. Lighting Fairs may need to shift their focus from CFLs to LEDs and education as their primary mission.
49	Residential	Appliance Rebate Program	The Department directs that appliance rebates shall continue under HES as well as through the Retail Products Program to increase consumer awareness about the Top Ten USA website.
49	Residential	Appliance Rebate Program	Consumers should be fully informed about available technologies and their relative efficiencies regardless of fuel typeThe Connecticut Energy Efficiency Fund should then offer incentives for efficient equipment regardless of the existing fuel. Therefore, the Companies must develop information for use in HES and other programs.
51	Residential	Home Energy Solutions	The Companies state that an increase in the marketing of the program will be required at every junction so as to continually attract more customers to utilize the program and to better use that initial engagement to make the value proposition that will get customers to directly invest in or finance the additional efficiency measures recommended by the vendors

			without as much or any ratepayer subsidy.
55	Residential	Home Energy Solutions	The Companies and EEB must develop marketing analyses and campaigns targeted to specific residential segments that are designed to foster a home performance industry, not just drive program participation in HES. The efforts should also encourage uptake of deeper measures, use of financing, and understanding of the concept and value of home performance. Therefore, the Department directs the Companies to include a plan in the 2014 Annual Update for the implementation of a marketing campaign to increase awareness about the concept and value of home performance. DEEP has increased the annual marketing budget to implement such a campaign and other marketing/educational efforts discussed throughout this Decision.
59	Residential	Deeper Measures & Natural Gas Conservation	Although there are some savings associated with deeper measures (e.g., additional insulation, HVAC equipment) that are embedded in the totals, the Department believes much more can be done to encourage the investment in additional deeper measures and thereby achieve greater savings, i.e., increased goals. This effort must be supported by a significant marketing campaign to be undertaken around residential energy efficiency, specifically Home Performance.
60	Residential	Home Energy Solutions Income Eligible	Improving the marketing of this program will be critical to ensure that customer demand increases with the availability of increased funding for the program. The Department believes that one of the best ways to target HES-IE customers and inform them of the services available is for the EDCs to work closely with the Community Action Agencies. The Community Action Agency staff members have had lengthy interactions with clients and can discuss HES-IE services and benefits in depth and can act as an important liaison between the customer and the EDC. The EDCs must work closely with the Community Action Agencies to increase HES-IE market penetration, and to consider opportunities for integrating HES-IE program implementation with implementation of the federal DOE Weatherization Assistance Program.

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61	Residential	Home Energy Solutions Income Eligible	UI currently contacts its Matching Payment Program (MPP) participants by mail. The company does this on a monthly basis and all new MPP participants are contacted. CL&P stated that it would consider a similar marketing effort. The Department recommends that CL&P undertake such a direct mail campaign for MPP customers and notes that CL&P is in the process of segmenting its residential customer data so that it can more strategically target its residential customers.
61	Residential	Home Energy Solutions Income Eligible	CL&P is presently holding strategic planning sessions to determine how to better use customer contact interactions, both via the web and its customer call center, to present efficiency programs and opportunities to all customer segments including HES-IE customers. UI is utilizing its DROID field tool to provide accurate, timely information to customers in the hope of encouraging deeper efficiency measures. UI is also in the process of adapting its DROID tool so that it can be used as a Department of Energy approved assessment tool for the Weatherization Assistance Program (WAP) and income eligible customers. The Department supports these efforts and encourages the EDCs to share the results of these efforts with each other to increase services to HES-IE customers.
62	Residential	Home Energy Solutions Income Eligible	Both companies agree that the success rate of efforts to reach absentee landlords will continue to make access to all eligible households difficult, but that renewed attempts to make contact and inform landlords of the benefits of high efficiency equipment and reduced maintenance costs may improve the situation.
61-62	Residential	Home Energy Solutions Income Eligible	Marketing, outreach, and education should be cornerstones of the HES-IE program and the use of a multi-prong approach that includes Community Action Agency involvement, vocational-technical education programs, door-to-door canvassing, local housing authority contacts, CHFA quarterly meetings, educational events, MPP participant education, and customer contact information are all necessary to ensure that conservation programs are equitably serving all classes of customers.

65	Residential	Residential Behavioral Energy Efficiency, Customer Engagement	DEEP supports a behavioral energy efficiency program which is harmonized with the Companies' respective customer engagement programs, particularly if integrated into utilities' existing customer relationship systems.
68	Residential	Residential Financing	A variety of financing products with slightly different eligibility criteria and credit requirements are becoming available to Connecticut's residents. These products include, but are not limited to, the Energy Conservation Loan and Connecticut Energy Efficiency Fund Revolving Residential Loan Fund, described below; the Smart-E residential financing product recently developed by CEFIA and offered through credit unions and community banks through most of the state; the Cozy Home Loan, launched as a pilot by HDF for incomeeligible homeowners; a residential furnace and boiler replacement program slated to launch in the 2013-2014 heating season, pursuant to Connecticut Public Act 13-247; and an on-bill financing program to be developed and administered by CEFIA pursuant to Connecticut Public Act 13-298The presentation of these multiple financing options must be made as simple and seamless as possible for the customer, through vendor training, coordinated marketing, and simplified presentation on www.energizeCT.com. The ratepayer-supported C&LM financing products should be positioned in the market in such a way that they do not undermine financing products offered by the private market.
69-70	Commercial & Industrial	N/a	The 2013 CES determined that the C&LM programs should focus on broader participation in hard-to-reach sectors. This includes medium-to-small customers and small manufacturing. The 2013 CES established a priority to provide the industrial sector with deeper, comprehensive energy services and specialized efficiency programs to improve industrial processes To achieve "broader and deeper" savings, the EEB, the Companies and the Department have developed the following strategic priorities to accomplish these aimsCustomer segmentation and enhanced customer focus to reach underserved marketsPromotion of strategic energy management for businesses

70	Commercial	N/a	The 2013-2015 C&LM Plan prioritizes reaching customer
	& Industrial		segments and improving customer focus as a means to reach
			underserved marketsClearly, the challenge is to ensure that
			all commercial and industrial customers are aware of the
			energy efficiency programs and their benefits and are
			encouraged to participateThe Companies and the C&I
			Committee have taken important steps toward reaching
			underserved markets by providing market data analyses as
			part of monthly C&I meetings. As part of this data analysis, a
			market analysis study by Energy Market Innovations, Inc.
			(EMI) provided key information to enable the Energy
			Opportunities (EO) and Energy Conscious Blueprint (ECB)
			programs to target remaining savings opportunities and to
			encourage additional comprehensive energy efficiency
			projects. Additionally, the Companies must address the need
			to provide separate accountings that distinguish the different
			cost and benefits of participation in efficiency programs for
			public-sector institutions and private-sector businesses.
71	Commercial	N/a	Based on its market analysis, EMI's findings and
	& Industrial		recommendations includeThe Companies should increase
			efforts to engage manufacturing facilities to complete
			additional comprehensive projects as a part of the ECB
			programEducational and health care facility's segments
			present additional opportunities for the ECB program to
			achieve cost-effective savingsRetail and office building
			segments account for a significant portion of savings in the EO
			program. Although it is possible that that there are limited
			opportunities, given retail and office building operations, the
			Companies should target these segments as part of the
			comprehensive initiativeIndustrial facilities have had lower
			participation rates in comprehensive projects in the ECB
			program, and represent a potential area of increased
			participation
71	Commercial	Small	Small Business Energy Advantage (SBEA) Data Mining
	& Industrial	Business	EvaluationThe purpose of the study is to assess market
		Energy	sectors that are highly represented and underrepresented
		Advantage	among SBEA participants, characterize the composition of
			installed measures (lighting only, comprehensive, etc.),
			evaluate the customer experience, and measure the levels of

			savings by SBEA sector.
72	Commercial & Industrial	N/a	The Department supports continued use of market trend analyses by independent evaluators and by the Companies as an important component in broadening participation among all market segments, sizes and types of business customers.
74	Commercial & Industrial	N/a	It is important that the OEEB be closely coordinated with the C&LM C&I programs. This will ensure that underserved businesses are incorporated into C&LM program administration, and also ensure that the market segment analysis currently being developed for the C&LM program is shared to enable the OEEB to target underserved communities.
77-78	N/a	2014 Marketing Plan	The 2013-2015 Marketing Plan centers on the newly-created Energize Connecticut brand. This public-facing brand represents programs and services supported by the Energy Efficiency Fund, the State, and CEFIAExisting and new materials will carry the Energize Connecticut brand in 2013 and beyond.
78	N/a	2014 Marketing Plan	Several stakeholders expressed concern that expanded marketing, especially around HES, would increase program participation beyond that which can be supported under available funding. The increased marketing budget is not solely for program marketing. These funds are meant for improvements to the website, to increase awareness about the benefits of energy efficiency, educate consumers about the concept of home performance, peak electric demand and to develop the tools and market segmentation data necessary to drive deeper savings.
78	N/a	2014 Marketing Plan	Increased investment in market research and marketing tools like the Energize Connecticut brand will be needed to increase customer awareness of the value of the services currently provided through HES. This effort must also begin to educate consumers about the value of energy labeling. This in turn should drive demand for these services allowing an increase to the co-payment as the market transforms. The home performance industry must participate in and support this effort.

78	N/a	2014 Marketing Plan	The Energize Connecticut brand and website are important, foundational steps towards the 2013 CES goal of developing the marketing and communications tools needed to reach ambitious energy efficiency goals.
78-79	N/a	2014 Marketing Plan	DEEP, therefore, approves an increased budget for the Marketing Program above the amount requested by the Companies. This increased budget should be used to fund the next phase ofthe improvements to www.EnergizeCT.com, and particularly for the residential sector. As acknowledged in the 2013 CES, "different sub-segments of consumers face different barriers that prevent them from benefiting from programs and incentives that could help lower their energy costs." 138 This strategy should inform all aspects of C&LM program implementation, including the design of programs (e.g., positioning rebates or financing products to encourage bundling of deeper measures), the delivery of programs (e.g., through community-based approaches, time-limited and seasonally-tailored campaigns, partnerships with state and local government), and the development of collateral and messages targeted to persuade specific customer segments, especially those customer segments that are traditionally underserved by the C&LM programs. The Marketing Committee should ensure that the scope and terms of this marketing services contract furthers the objectives outlined in the 2013 CES and in this Decision, and is harmonized with marketing efforts undertaken by CEFIA. To maximize efficiency, the Companies should be responsible for the day-to-day administration of the contract, with regular oversight and direction on major milestones from the Marketing Committee.
80	N/a	Education, SmartLiving Center	The EDCs must develop tools to measure, for example, increased understanding of energy efficiency, peak demand, the benefits of lowering peak demand, time-of-day rates, renewable energy options, blower door testing, etc., pre and post SLC visit.
81	N/a	Education, SmartLiving Center	Education must be expanded to increase awareness among consumers about energy efficiency and to transform markets for the products needed to achieve the state's energy goals. Therefore, the Department finds that continuation of the SLC

			will provide a significant and necessary educational resource in Connecticut's efforts to achieve its goals.
82	N/a	Education, eesmarts, Green LEAF Schools	Similar to the performance requirements identified for the SmartLiving Center the EDCs must develop components of this program to encourage students and educators to reduce their energy consumption and bills, and track actual progress towards that goal.

Compliance Schedule from the 2013-2015 C&LM Plan Final Decision Pertaining to Marketing

Page Number	Compliance Item	Program, Activity or Initiative (if applicable)	Condition
100	14	Retail Products	The EDCs shall better target the market segment that has not yet replaced incandescent bulbs throughout their home.
100	14	Retail Products	The Department directs the EDCs to update the Plan to focus on the LED market
100	15	Retail Products	The Retail Products Program for 2014 and 2015 must be redesigned by the EDCs and EEB to address the findings and recommendations contained in the Lighting Evaluation as well as the directives in this Decision.
101	16	Appliance Rebates	The Department directs that appliance rebates shall continue under HES as well as through the Retail Products Program to increase consumer awareness about the Top Ten USA website.
101	16	Appliance Rebates	Consumers should be fully informed about available technologies and their relative efficiencies regardless of fuel type. The Companies must develop information for use in HES and other programs.

101	20	Home Energy Solutions	The Companies and EEB must develop marketing analyses and campaigns targeted to specific residential segments that are designed to foster a home performance industry, not just drive program participation in HES. The efforts should also encourage uptake of deeper measures, use of financing, and understanding of the concept and value of home performance.166 Therefore, the Department directs the Companies to include a plan in the 2014 Annual Update for the implementation of a marketing campaign to increase awareness about the concept and value of home performance.
102	25	Home Energy Solutions Income Eligible	The Department approves an increased budget for the HES-IE program, in order to ensure that more income-eligible residents can access energy savings. The EDCs must work closely with the Community Action Agencies to increase HES-IE market penetration, and to consider opportunities for integrating HES-IE program implementation with implementation of the federal DOE Weatherization Assistance Program.
104	30	2014 Marketing Plan	The Marketing Committee should ensure that the scope and terms of this marketing services contract furthers the objectives outlined in the 2013 CES and in this Decision, and is harmonized with marketing efforts undertaken by CEFIA. To maximize efficiency, the Companies should be responsible for the day-to-day administration of the contract, with regular oversight and direction on major milestones from the Marketing Committee
104	31	Education	The EDCs must develop tools to measure, for example, increased understanding of energy efficiency, peak demand, the benefits of lowering peak demand, time-of-day rates, renewable energy options, blower door testing, etc., pre and post SLC visit.
104	31	Education	The EDCs must develop components of this program to encourage students and educators to reduce their energy consumption and bills, and track actual progress towards that goal.

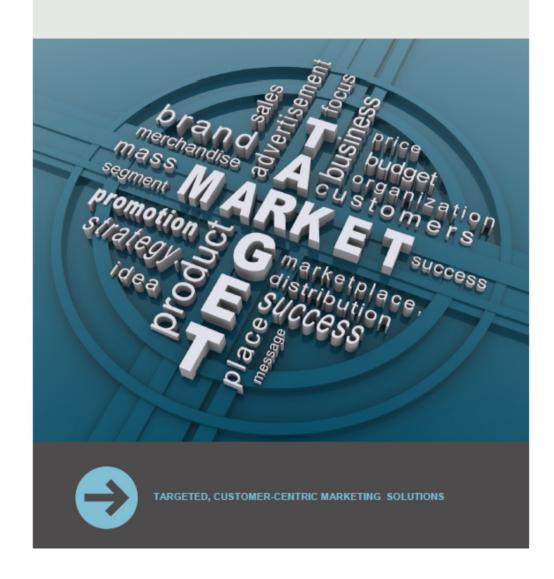
B. Utility Capability Documents

1. Northeast Utilities (reproduction of brochure)



DEPARTMENT OVERVIEW
INTERNAL & EXTERNAL
RESOURCES
PERSONNEL

NORTHEAST UTILITIES ENERGY EFFICIENCY MARKETING CAPABILITIES AND RESOURCES



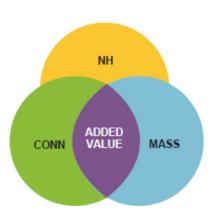


NU ENERGY EFFICIENCY MARKETING

The NU marketing team is responsible for gaining a deep understanding of customers, energy efficiency measures, markets and channels in order to develop comprehensive go-to-market strategies.



"The aim of marketing is to know and understand the customer so well the product or service fits him and sells itself." ~ Peter F. Drucker NU's push strategy is creating a market-based energy efficiency industry through upstream and midstream incentives and segment-specific measure bundles. Targeted messaging in ads, literature, PR, web content, social media and direct response pulls customers to the energy solution that's right for them.



LEVERGING NU'S FOOTPRINT

NU's energy efficiency marketing team supports both Connecticut and Massachusetts. In addition to the benefits of shared experiences and best practices, energy efficiency marketing also can draw upon enterprise-wide resources from outside of the department including corporate communications, purchasing and IT.

PRODUCT MANAGEMENT TEAM

The team is comprised of experienced marketers and strategists that are tasked with developing the benefits and features of programs, the level of incentives required to move the market, and which channels to target for influence. The team works closely with the Marketing Communications team to provide insights into the audience and with the Data Analytics team in order to get information needed to size opportunities and more precisely target programs to customers. Overall, the Product Management team works to quantify, qualify and bundle energy efficiency opportunities in line with strategic goals. They also work on customer segmentation and on understanding the value chain to promote market transformation.

ANALYTICS & DATA MINING TEAM

The Analytics and Data Mining team is tasked with gaining a deeper understanding of our customers' behaviors, attributes and past program participation. The team is currently engaged in developing a segmentation framework for CL&P and Yankee Gas residential customers.

EMERGING TECHNOLOGIES

The emerging technologies role involves identifying and qualifying technologies that will help meet the future energy efficiency goals of the NU companies. This role includes a seat on the Massachusetts Technology Assessment Committee, and collaborating with the Policy Working Group (PWG) led by Connecticut Light and Power.

"Customers buy for their reasons, not yours.." ~ Orvel Ray Wilson

SUPPORT RESOURCES

NU directs a variety of professional outside sources to implement our marcom tactics. These resources are up-to-speed on all the branding requirements and can execute with a minimal learning curve. With the buying power of NU through our corporate procurement services, we enjoy competitive rates and excellent vendor relationships.

MARKETING COMMUNICATIONS TEAM

The Marketing Communication team plans and executes all promotional campaigns and supporting materials needed to drive program participation and extend the statewide umbrella brands. Through collaboration with the Product Management and Analytics teams, and with input from trade allies, community groups, program administrators, and other stakeholders, the team crafts messaging and content that is deployed through an integrated marketing communications mix of advertising, sales promotion, public relations (including social media and events), sales force support, and direct marketing. The team is also responsible for content development and maintenance of the energy efficiency pages on the utility and statewide websites.



2013 NU MARKETING HIGHLIGHTS

- Segmentation NU has added staff, developed customer databases and acquired best of breed analysis tools.
- Customer Intelligence Overlaid demographic and psychographic information from Experian onto energy usage and program participation data.
- Upstream Incentives Worked with commercial lighting and HVAC manufacturers in Massachusetts and HVAC distributors in Connecticut to apply energy efficiency incentives at the wholesale level to increase product availability and adoption into the market.
- Residential Radio Advertising Increased reach and frequency through the creation of the "Efficient Eddy" radio spots. Four new spots focused on air conditioning, LED bulbs, insulation and HES assessment.
- Search Advertising Increased web traffic by implementing the Google Content Network and adding a C&I keyword campaign.
- Follow-Up Email Instituted campaign that reminds residential customers to move forward on the upgrades recommended during their HES visit.
- Public Relations Stepped up activity resulted in 440 stories, 135 million impressions, and a earned media value of nearly \$9 million (Jan-Oct).



CREATIVE SERVICES

- Boathouse Group NU's agency of record creating digital display, search, print and broadcast advertising campaigns.
- APT In addition to providing 'circuit rider' services in Connecticut for retail products, APT has full graphic capabilities and creates most of our point-of-purchase materials.
- Small Shops NU has longstanding relationships with a variety of small creative firms providing graphic services, photography and copywriting as needed.
- NU Videography Located in Berlin, this team produces promotional, documentary, and training videos both on location and in-house.



MEDIA & PRINTING

- Media Buyer The Boathouse Group provides media buying services. Energy efficiency ad buys are leveraged with all of NU's advertising for the best rates.
- Commercial Printing NU has PO's with a variety of printers specializing in both long and short-run jobs, along with print-on-demand resources.
- NU Print Services The Berlin copy center copy center provides quick, low volume printing, binding, and mailing services.



Jeff Pollock

Jeff Pollock has more than 25 years of marketing and business intelligence experience in a myriad of industries including; financial services, consumer packaged goods and online retail and business services. Jeff leads the Northeast Utilities energy efficiency marketing communications, product management, analytics and education teams. Jeff earned his undergraduate degree in economics and business from Skidmore College and has an MBA from Boston University.

PRODUCT MANAGEMENT TEAM

Geoff Phillips

Geoff has over twenty years of experience developing products for consumer markets. He has a BS in Mechanical Engineering from UC Berkeley, an MS in Engineering from Stanford, and an MBA from the University of Michigan. He spent nearly 15 years in the automotive industry in product development, corporate strategy, and marketing roles. He also has spent time in management consulting at Price Waterhouse Coopers developing business strategies for the internet.

Kara Rodgers

Kara Rodgers joined Northeast Utilities as Product Manager in 2013. From 2007 to 2013 she was the Consortium for Energy Efficiency's Senior Program Manager, Natural Gas where she brought natural gas efficiency program administrators together to design more effective programs. Prior to CEE, she created marketing plans for industrial applications as Manager of Marketing and Strategy for Praxair, the largest supplier of industrial gases in North and South America. She earned both her undergraduate degree and her MBA from Yale University.

Rishi Sondhi

Rishi has over 12 years of experience in various industries serving in product management, engineering, strategy and finance roles. Rishi's NU responsibilities include, new program development and marketing strategy for the C&I and Residential sectors. Rishi leads statewide initiatives in developing "upstream" programs for both lighting and HVAC. Rishi holds a Masters degree in Chemical Engineering from the University of Cincinnati and an MBA (Magna Cum Laude) from Babson College.

James Siegel

James earned both a bachelor's degree and an MBA from Tufts
University. Prior to receiving his MBA, James worked for D&R.
International—an energy efficiency consulting firm—where he helped
clients at the U.S. DOE and EPA implement the ENERGY STAR program and other energy efficiency initiatives. His areas of expertise
include; marketing, technical analysis, program implementation, and
strategic planning.

ANALYTICS & DATA MINING TEAM

Pamela Rowles

Pamela has more than 20 years of experience in statistical analysis, marketplace analytics, customer satisfaction, loyalty research and market segmentation. Pamela also has expertise in designing research projects including; one-to-one interviews, ethnography, focus groups, questionnaire design, survey, and observational research. Pamela earned her undergraduate degree from Rutgers University and a Masters Degree from the University of Massachusetts at Amherst.

Anhua Song

Anhua has expertise in database administration and data processing as well as web and desktop application development and programming. Anhua earned his undergraduate degree in engineering and computer science from the Nanjing Institute of Technology. He also has a Ph.D. in engineering from the Chinese Academy of Sciences.

EMERGING TECHNOLOGIES

Peter Klint

Before joining NU, Peter worked at Fraunhofer where he supported the development of emerging energy technologies coming out of leading universities and start-up incubators. Prior to Fraunhofer, he supported private equity business development in the energy, telecommunications and information technology sectors. Peter holds a Mechanical Engineering degree from Northeastern University.

MARKETING COMMUNICATIONS TEAM

Ellen Rosenthal

Ellen has more than 25 years of marketing experience. Prior to joining NU, she was a partner and Vice President of Carol Marketing Associates, Inc., an award-winning full service integrated marketing communications agency specializing in business-to-business and non-profit communication solutions. Ellen's area of expertise includes marcom strategy and planning, message development, public relations, media planning and ad development, copywriting and print production. Ellen holds a BA in English from the University of Connecticut and an MS in Marketing from New York University.

Emily Buffum

Emily has more than 15 years of event coordination and marketing experience with a concentration in face-to-face marketing programs. Emily has experience in several industries including technology, publishing and finance, prior to joining NU. Emily earned her BA in Communications from Regis College.

Violette Radomski

Violette is a graduate of Central Connecticut State University where she earned her BS in Communication with a focus in Public Relations and a minor in Biology. During her 12 year tenure with Northeast Utilities her responsibilities have included; vendor relationship management, event coordination and execution, program content creation for both business and residential audiences, and database management. Violette's current responsibilities include developing direct mail campaigns for customer and vendor communication, coordinating PR events, social media, and customer newsletters.

COMMUNITY OUTREACH (Extending the Marketing Message)

Rebecca Meyers

Rebecca has 15 years' experience in legal/policy research, technical writing, marketing, outreach, and program implementation. Rebecca leads NU's initiatives on K-12 energy education in the classroom and with museums/science centers regarding energy exhibit design. Rebecca leads NU's community outreach to grassroots/grasstops organizations and launched Connecticut's behavioral programs. Rebecca holds a Master's in Environmental & Natural Resources Policy from George Washington University and a BA in Political Science from NC State University.

Diana McCarthy-Bercury

Diana joins the energy efficiency team with 8 years of experience in renewable energy outreach, marketing and community education. Her NU responsibilities include helping municipalities reduce energy consumption, adopt conservation practices and integrate alternative energy. She is currently working on her Masters degree in Sustainability Management at Columbia University of New York City and holds a BFA from Central CT State University.



Connecticut Light & Power NSTAR Electric Public Service of New Hampshire Western Massachusetts Electric NSTAR Gas Yankee Gas

2. UIL Holdings Corporation

UIL Marketing Team Capabilities

Strategy & Planning

At the core of any successful marketing plan is a well-defined strategy built on a deep understanding of customers, energy efficiency measures, markets and channels. The UIL team builds strategies based on this information, we then create plans to execute these strategies allowing us to concentrate our resources and optimize results.

• In 2013, a marketing plan was created for each of the 8 residential programs and 3 commercial and industrial programs along with accompanying communications plans.

Branding

A brand should be trustworthy, flexible while influencing and creating a positive customer experience and be able to create desired behaviors. In total, the UIL Marketing Team has been involved in the creation of over 10 different brands in various industries. In addition, the team has the ability to manage existing brands and increase their awareness leading to desired customer experiences and behaviors. UIL works with various external agencies in creating or rejuvenating a brand (backbeat, Mason, Cashman+Katz).

Direct Response

Direct Response is a unique form of marketing that is intended to generate immediate response from the consumer that is measurable and attributed to a particular creative execution. Direct Response is one of UIL's best performing forms of marketing to solicit customer action, due to the UIL team's extensive experience in creating, testing, measuring and analyzing direct response marketing. The team has won numerous marketing awards in this arena, both in and out of the energy industry. UIL utilizes DMW Direct for direct response needs when appropriate.

Customer Communications

Customer communication is key to establishing a relationship with your customers, providing an opportunity to not only tell the story, but paint the picture that goes along with the words. The UIL Team consistently paints a vivid picture to accompany Program stories within Energize CT brand guidelines helping to build brand awareness and incite action within our customer base. The team has won numerous marketing awards in this arena, both in and out of the energy industry. UIL works with various external agencies (backbeat, Mason, Cashman+Katz and various freelancers) on various aspects of customer communications based on the agencies' strengths.

• Over 100 pieces of collateral and customer communications created in 2013.

Event Promotions

The entire UIL Marketing Team has managed event promotions in at least one point of their careers. The level of attention to detail providing attendees with a unique and memorable experience is unmatched.

• Earth Day & Family Science Day 2013: The most successful events in SLC history; record attendance with 2,373 attendees from all over Connecticut ages K through adult taking advantage of all of the events' offerings. The highlights of the events included a magic show

- about electricity, Bash the Trash musical workshops, an ENERGY STAR washing machine raffle and a petting zoo. Attendees also had the opportunity to meet face-to-face with some of our insulation, HES and solar vendors and purchase energy efficient lighting at a discounted price.
- EnergizeCT Presence Events: UI organized and/or attended over 50 events in 2013 promoting EnergizeCT and CLM programs.
- eeSmarts Essay Contest: With Grades 3-12 contest entries accepted online for first time ever, over 1,000 entries were received; 30 print, online and broadcast media hits and over a dozen Twitter hits reaching more than 30,000 users. Mark Dixon from Channel 3 was the MC for the event with four Senators, three State Representatives and over 100 attendees at the awards ceremony. Additionally, two senators and four State Representatives sent citations and/or letters for presentation to the winners in their districts.

Product Positioning

Product positioning can be as important as the product itself. The UIL Marketing Team works in conjunction with the Program Team to ensure appropriate up and down stream placement and promotions.

- HVAC: Successfully launched a midstream high efficiency natural gas boiler and natural gas
 water heater buy down program at 27 HVAC distributor locations throughout
 Connecticut. Working to increase the buy down program participation to another 20+ locations
 and add more qualified HVAC equipment into the program in 2014.
- Retail Products: Successfully launched negotiated cooperative promotions with 14 retailers and over 17 manufacturers, expending an incentive budget in 2013 of approximately \$1.3 M year to date.

Segmentation

Segmentation provides insight into customer groups, outlining their characteristics, behaviors, communication channel preferences and actions. Segmentation is an extremely helpful tool to address customer needs at a point in time and in a way the customer will response. Not everyone loves puppies and babies! The UIL team has worked on numerous segmentation projects resulting in many successfully executed marketing campaigns.

Research

The UIL Team recognizes the value research can provide in building successful marketing communications, campaigns, promotions and products. The UIL team has extensive knowledge and experience in surveys and focus groups, analyzing industry and market trends and monitor third party data.

Production

The best idea can fail in the market if the production of the ad, be it print, radio, TV or online fails to hit its mark, both literally and figuratively. The UIL Team has overseen the production of thousands of advertisements in all mediums; that's thousands of thousands of hours in dark production suites and

starring at computer screens so that visual gets cut at just the right spot, to have that actor reread that line just one more time to get the right inflection, to slow down the interactive ad so the reader has time to react or to lighten that photo so it produces better in that particular magazine.

• In 2013, the UIL team produced dozens of different advertisements involving production needs.

Advertising

The UIL Team uses the strategies they developed to create compelling and action oriented advertising and promotions. UIL works with various external agencies (backbeat, Mason, Cashman+Katz and various freelancers) on various aspects of advertising based on the agencies' strengths.

• 10 Program advertising campaigns including radio, print and online components for a variety of residential and commercial and industrial programs were executed in 2013. Execution includes all production for all components.

Public Relations

The UIL Marketing Team works with Program Managers to determine compelling public relations stories and opportunities, optimizing program participation and awareness through community, customer and promotional opportunities. The UIL Team works with Mason Inc., CJ Public Relations, and Gaffney Bennett to assist in media relations.

• In 2013, 19 residential program stories were pitched to media producing 118 story pickups and 16 commercial industrial program stories were pitched with 35 pickups as of 12.6.2013.

Interactive

The UIL Marketing Team manages online marketing from social and new media to geo-targeted advertising. The team tracks, monitors and adjusts strategies on all interactive fronts to achieve optimal results. The UIL team manages the Energize Connecticut Facebook, You Tube and Twitter accounts, creating monthly content strategies that actively engage our community on behalf of UI, CLP, CEFIA and DEEP. UI utilizes Mason Inc., for support in social media monitoring and administration.

- Nine out of the ten campaigns executed included digital media.
- Managed all social media outlets in 2013, including the integration of EnergizeCT branding and the inclusion of CEFIA and DEEP.
- UI oversees the web maintenance contractor and has managed over two dozen change requests over a six month period, including the redirect of CTEnergyInfo.com to EnergizeCT.com, enhancements to the Success Story and News features, resolutions for IE7 compatibility and importer issues.

Media Planning

The UIL Team has over 50 years collaborative experience in media planning and purchasing. We strive for strategically placed advertising with high levels of negotiated value-added opportunities for every single campaign. UIL works with Mason Inc., for media buying.

 Media buys were planned and executed for all 10 advertising campaigns executed, these buys included value add opportunities to increase campaign value. Value add components totaled over \$29,500 as of 12.6.13.

Meet the UIL - CLM Marketing Team

Marketing Management

Barb Arusiewicz Roderick: Product and Marketing Manager

Education: Quinnipiac University, CT, MBA, Marketing, Magna Cum Laude

Summary: 15 years in agency and corporate marketing with numerous marketing industry awards in various disciplines; 8 years in energy industry. In-depth, extensive experience in all major disciplines including Strategy, Planning, Advertising, Branding, Direct Response, Interactive, Public Relations, Customer Communications, Media Planning, Event Promotions, Product Placement, Segmentation, Research and Production.

Other: Public Relations Society of America Member, Southern Connecticut Chapter Board since 2007 and the Immediate Past President in 2013; American Marketing Association member.

Mark F. Grindell: Marketing and Communications Specialist

Education: Paier College of Art, CT, BFA (Academics completed at Albertus Magnus College)

Summary: 23 years in corporate and agency marketing with awards in various disciplines; 6+ years in energy industry. Extensive experience in Advertising, Branding, Direct Response, Interactive, Public Relations, Customer Communications, Media Planning, Event Promotions, Product Placement, and Research.

Other: CT Art Directors Club; American Marketing Association member

Cheryl Mattson: Marketing Specialist

Education: Roger Williams University, RI, BS with MA ABT

Summary: 15 years of marketing experience with in-depth knowledge in Strategy, Planning,

Advertising, Branding, Direct Response, Interactive, Customer Communications, Media Planning, Event

Promotions, and Research; with awards within the energy industry.

Heidi Dragonette: Marketing Services Specialist

Education: Post University, CT, BS, Marketing; AS, Business Management

Summary: 16 years of progressive marketing experience with concentrations in Planning, Advertising,

Branding, Interactive, Customer Communications, Event Promotions, Product Placement, and

Production; 5 years within energy industry.

Lisa Romano: Senior Marketing Technical Support Specialist

Education: Norwalk Community College, CT, Associate of Science

Summary: 2 years in energy marketing, serving as Marketing support to Staff in various disciplines

concentrating on Customer Communications, Event Promotions and Research.

Program Management

Jennifer Cranshaw Parsons: Program Administrator, Residential New Construction and HVAC Education: University of New England, ME, BS Environmental Science, Summa Cum Laude Summary: 5 years involvement with utility CLM program implementation in MA and CT with substantial customer, weatherization installer, and equipment manufacturer communication and in-person outreach experience. Experience in media communications via social presentations, television, radio, and print.

Other: Connecticut Green Building Council New Home Committee member; Connecticut Heating and Cooling Contractors Association involvement

Elizabeth Murphy: Program Administrator, Retail Products Program **Education**: RPI – BS in Economics; UCONN - MS in Resource Economics

Summary: Approximately 5 years as a program administrator in the energy industry, 2 year administering the Retail Products and water heating programs, has successfully launched negotiated cooperative promotions with retailers and manufacturers. She was also a Program Administrator for geothermal, solar PV and solar thermal programs at CEFIA.

Other: Northeast Energy Efficiency Partnership, Consortium for Energy Efficiency involvement

Paul Gray: Senior Business Development Professional, CLM

Education: University of New Haven, MBA

Summary: 25+ years' experience in the technical, operational, marketing/sales, management, business development, project management with more recent experience in program evaluation facets of the utility industry including program evaluations, program design, emerging technology demonstrations and customer engagement programs.

Other: Masters Certificate in Project Management from G. Washington University and is a Certified Energy Manager

William Riddle: Program Administrator, CLM Education: Texas A&M University, MBA

Summary: Over 13 years of leadership and management experience as a Field Artillery Officer in the US Army. His UIL responsibilities include program administration of electric and gas rebate programs, the PRIME lean manufacturing program, and new program development.

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Memo

To: Budget and Operations Committee

From: Mackey Dykes, Chief of Staff

Date: April 10, 2014

Re: MatchDrive Contract Adjustment

On July 19, 2013, the Board of Directors approved MatchDrive, a Norwalk-based firm, as the Clean Energy Finance and Investment Authority's (CEFIA) primary marketing firm. MatchDrive was selected out of six proposals in response to a marketing RFP CEFIA released in March of 2013. CEFIA engaged MatchDrive to provide a broad array of marketing services, including collateral design, customer acquisition campaign development and execution, website development, ad placement, and case study development. The result has been several successful residential and commercial and industrial campaigns as well as a more professional and effective set of marketing materials for the organization. As we enter the final quarter of the fiscal year, staff requests an increase in the personal services agreement (PSA) with MatchDrive of \$390,000 (detailed in Table 1) in order to continue to build on our successful first two quarters. This would not increase the overall marketing budget but allow already budgeted dollars to be spent towards the work with MatchDrive.

Table 1

Proposed							
	C	Original PSA		Increase		New PSA Total	
Residential	\$	667,625.00	\$	150,000.00	\$	817,625.00	
C&I	\$	385,925.00	\$	100,000.00	\$	485,925.00	
General	\$	-	\$	140,000.00	\$	140,000.00	
Total \$		1,053,550.00	\$	390,000.00	\$	1,443,550.00	

Residential Sector

MatchDrive has created campaigns for Smart-E and the three residential solar products. The Smart-E campaign is centered around a "home improvement made easy" creative concept that we are now deploying across our marketing channels. Our lenders are using in-branch posters,

brochures and other materials in conjunction with mail and email campaigns to their customers. MatchDrive is running a paid search campaign to complement this work.

For the CEFIA solar financing products, MatchDrive created the GoSolarCT campaign. Built around a website that allows users to assess the viability of their home for solar, the campaign includes print advertising, collateral development, earned media and paid search which has resulted in steady daily traffic to the website.

Underlying all these campaigns and materials are case studies of residents who have utilized CEFIA products which MatchDrive sourced and produced.

The residential sector requests an increase of \$150,000 to the MatchDrive PSA. This would support several activities, including:

- Smart-E Facebook promotion
- Online banner ad media buy and production
- Spring case study sessions
- Case study video production

Commercial and Industrial Sector

Our marketing activities in the commercial and industrial (C&I) sector have centered around "Pacesetters", a campaign that MatchDrive created to highlight the leaders within the business community who have done CPACE projects. MatchDrive produced several case studies of these individuals and has produced an array of marketing materials for staff and our marketing channels to use. MatchDrive is also conducting a paid search campaign in addition to a radio campaign.

The C&I sector requests an increase of \$100,000 to the MatchDrive PSA. While this would support additional Pacesetters case studies, video production and online advertising, the primary use would be development of a new website, C-PACE.com. The pervious developer and host, Honest Buildings, unexpectedly moved from the web development and hosting business as they focus their business elsewhere. Since C-PACE.com was built on the Honest Buildings platform and maintained by them, we need to build a new site from scratch. The PSA addition would support a robust website that builds on the previous site's functionality and puts control in CEFIA's hands.

General

Given the success of the MatchDrive and CEFIA collaboration so far, CEFIA would like to engage them on more general organization tasks for a total not to exceed cost of \$140,000.

The first is a rebranding of CEFIA, ideally following the legislature's passage of a bill to change the name to the Connecticut Green Bank. MatchDrive would lead the process from an initial market survey to inform the eventual brand, creative development of the brand (including logo, website, and brand and style guidelines) to a launch of the new brand.

The second is a joint project between the Energize Connecticut partners to develop an online wizard for EnergizeCT.com to guide users to the best financing product and provide personalized loan details, including cash flow, for energy efficiency and renewable energy projects. The Connecticut Energy Efficiency Fund, through the utilities, would contribute a portion of the funding for this project as well.

Recommendation

CEFIA staff recommends approval of the MatchDrive PSA increase. This would not represent an increase in the CEFIA budget but would allow staff to reallocate unspent marketing dollars to support work with MatchDrive as well as bring them into broader CEFIA and Energize Connecticut work.

Resolution

RESOLVED, the Clean Energy Finance and Investment Authority's Budget and Operations Committee recommends that the CEFIA Board of Directors approve an increase to PSA 1859 with MatchDrive of \$390,000.

Submitted by: Mackey Dykes, Chief of Staff



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Memo

To: Catherine Smith, Chair

From: Bryan Garcia, President and CEO, Kerry O'Neill, Director of Residential Programs

CC: Mackey Dykes, Chief of Staff, Lucy Charpentier, Manager of EM&V, Ben Healey, Sr.

Manager of Clean Energy Finance

Date: April 14, 2014

Re: Request for Approval to Enter into a PSA not-to-exceed \$180,000 with METIS Financial Inc.

to serve as Data Administrator for CEFIA's Residential Programs

As CEFIA scales its operations to meet the growth of our financing products, CEFIA is building out its operational infrastructure, including data management and accounting. CEFIA needs a data management platform and administrator solution for three critical reasons:

- 1) Opportunity for significant operational efficiencies, especially as programs scale;
- 2) Need for nimble and responsive data analytics to both support reporting and drive marketing decision-making / strategies; and
- Recognition that a robust data platform will enable CEFIA to make a much more compelling case to external investors about the risks and rewards of our product offerings, in support of our efforts to secure low-cost capital.

With \$85 million in capital to deploy across four residential financing products, together with the scale of the data involved, the complexity of CEFIA's operations, and the number of internal and external stakeholders needing access to their relevant slices of the data, staff recognized last fall the need for a more robust solution for this critical aspect of CEFIA's infrastructure. Across our residential financing programs, CEFIA is collecting the following data:

- Financial data (both origination and payment data);
- Project-level data (i.e. contractor, measures installed, etc. etc.);
- And in the future will be collecting projected and actual energy savings/generation data.

These datasets contain sensitive, personally identifiable information. This data is currently gathered via email, the SimplyCivic platform, the PowerClerk platform, through a collection of spreadsheets, and Word, PDF and web-based forms. The data is gathered from a variety of sources, including as of today:

- 12 originators/servicers, and growing;
- Over 50 contractors, and growing, who have submitted financing projects to date; and
- A variety of internal data sources.

All these data points are then manually combined in a variety of spreadsheets. This data is used on a daily basis to manage the pipeline of projects requiring CEFIA technical approvals (in the case of Smart-E, Cozy Home Loan and CT Solar Lease), and requires numerous internal staff to touch the combined data, as well as the sharing of this data with external partners (i.e. originators, contractors, investors, and other 3rd party stakeholders such as Assurant, the CT Solar Lease insurance/warranty provider). The process of creating dashboards and trending reports, as well as performing analysis, requires a tremendous manual effort, prone to error in the process of normalizing and combining datasets, as well as errors due to numerous parties accessing the same files in spreadsheets or using spreadsheets with incomplete data. In addition to supporting the operations of the financing programs, the data allows CEFIA to understand the performance of our loan and lease products, first and foremost from a credit perspective. By sharing this anonymized performance data with potential investors as it grows over time, such data will prove absolutely critical in our ongoing drive to attract more and lower cost capital to Connecticut. At the same time, such data will be essential to scaling up demand by demonstrating to the total addressable market not yet penetrated that the energy saved or electricity displaced from the grid is achievable, significant and a good value proposition.

Ultimately, once we merge the energy data associated with all of these projects to our existing financial performance data, we will be able to aggregate and understand estimated savings provided by participating contractors versus actual savings for home energy improvements, including ensuring that installed measures are delivering expected energy and dollar savings. Moreover, beyond the use of this data in evaluating the effectiveness of each of the residential financing programs and the sector's performance overall, CEFIA expects that this data will serve as a critical component in any effort to take these loans and leases to the secondary capital markets at scale. Additionally, this data will allow us to identify areas for product development, for example, by highlighting patterns of high declines among certain demographics, the data could indicate the need for a product with alternative underwriting criteria.

As we look to scale our operations to meet the growing uptake of our financing products, CEFIA is building out its operational infrastructure, including data management and accounting. The proposed platform solution will not only positively impact the efficiency of the residential program staff but also the efficiency of the broader organization that interacts with the residential programs (e.g. finance, accounting, EM&V, deployment and legal staff). For instance, the platform could eventually be used to create an accounting dashboard for actual, budget and forecast results by program for internal use by CEFIA managers. Ultimately, accounting could link program performance data to real time financial data, speeding up and consolidating internal processes. CEFIA must invest in technology platform solutions to assist in meeting the growth of CEFIA's products and operations. At this point in CEFIA's growth cycle, we are seeking a scalable middle market technology solution, which is why we released an RFP for a Data Administrator for CEFIA's Residential Sector on December 6, 2013 (as set forth in the

attached **Attachment A)**. The RFP was released directly on CEFIA's website and to a list of 30 regional, national, and global firms¹.

The selected firm, METIS Financial, will assist in the collection, management, normalization, and storage of financial data, project data, and energy savings/generation data for the Residential Sector. METIS' platform will provide for record- and field-level permissions, by user, to ensure data security such that only the relevant data for each user is accessible. METIS will also allow for flexible reporting, dashboards, and analysis. Work in response to this RFP will occur in phases, with an initial focus on setting up a platform to manage the financial and project-level data CEFIA receives from multiple parties, followed by an integration of energy savings/generation data.

CEFIA received two submissions from firms seeking to serve as a Data Administrator:

- <u>kWh Analytics:</u> A San Francisco, CA-based solar-specific data firm that actively manages both credit and solar performance data. The firm is a start-up with no balance sheet and limited staff and has 2 years of experience functioning as an independent data administrator for the industry, entrusted by 10 firms to collect, anonymize, analyze, and safeguard their data. The firm lacks SSAE 16 compliance.
- METIS Financial Inc.: A CA-based company that actively manages various types of data via a cloud-based platform. The firm has 4 years of experience; has worked with large real estate firms and large banks; has a deep understanding of and focus on the real estate value chain; and has experience with regulated entities and their regulators. As an example, the firm was engaged by Synovus Bank, a \$30B regional bank, to provide a data and transaction management platform to manage reducing their exposure to 4,600 non-performing and sub-performing loans. It involved multi-user security to any document or data point by granting individual permission levels with tracking across 30 community banks in 6 states and ~1,800 potential buyers, with monthly and quarterly loan updates, dashboards, and reporting. The firm is both SAS70 and SSAE 16 compliant.

CEFIA convened a review committee of six people to review the proposals, interview the candidates and score the proposals. The proposals were evaluated based on qualifications, cost, experience, willingness to work with CEFIA and our partners on design and implementation, and other important determining factors to ensure a successful relationship. The reviewers of the RFP from CEFIA staff included:

- Mackey Dykes, Chief of Staff;
- Kerry O'Neill, Director of Residential Programs;
- Andrew Brydges, Director of Institutional Programs;

¹ Sample of firms included mortgage market analytics providers such as Allonhill, Clayton, and Trepp; loan servicers such as Concord, First Associates, Lease Dimensions and Ocwen Financial; technology providers in the financial services and energy sectors such as Bank of NY/Mellon, FIS, Locus Energy, METIS Financial, kWh Analytics.

- Kim Stevenson, Associate Director of Multifamily Housing Programs;
- Benjamin Healey, Senior Manager of Clean Energy Finance;
- Lucy Charpentier, Manager of Evaluation, Measurement and Verification

Based on the responses, CEFIA staff conclusively and unanimously selected METIS as the Data Administrator for Residential Programs. The decision was based on METIS's impressive cloud-based, client customizable, enterprise-level platform and extensive experience with financial data, analytics and reporting; the firm's level of data safety and security; and their clear interest in working with CEFIA in design and implementation. METIS's platform offers not only immediate solutions for the Data Administrator responsibilities, but also offers capabilities CEFIA staff think are crucial to building a strong infrastructure beyond just our residential programs to potentially span across all sectors. METIS also stood out for its deep understanding of real estate based transactions and all the data, documents and processes involved in managing these assets, which is reflected not only in the features of its data platform, but in its staff and client base. CEFIA believes this functionality will prove an important asset in implementing the data administrator functions. CEFIA will also benefit from a relationship with a company that is focused on continued product development for its technology platform.

CEFIA staff felt that kWh Analytics lacked a nuanced understanding of the administrative and reporting complexities that CEFIA would need from a Data Administrator. It was clear through the interview process that kWh Analytics' proposal did not address the "high touch" aspect of dealing with multiple stakeholders and their individual data and reporting streams. kWh Analytics also does not yet have the robust security and platform capabilities in place that CEFIA requires.

It is important to note that energy finance data is a new and niche market for the traditional players in the technology platform / surveillance space. While there are similar providers in related spaces, such as the mortgage market, a solution that combines financial data, energy project data, and energy savings data is something new. And although interest was expressed by a handful of players in related spaces, in the end they chose not to respond to CEFIA's Data Administrator RFP, either because our requirements were deemed to be too far afield from their core business (particularly as it relates to energy project and savings data), or because we were seeking a middle market solution as opposed to an institutional/enterprise-wide solution. Recognizing that, staff could not be more delighted with the Metis platform and response.

COMPENSATION &SCOPE OF WORK

As compensation for its role as a Data Administrator for CEFIA, METIS would be paid a fee not to exceed \$180,000 in Year One with an option to extend an additional \$180,000 in Year Two as outlined in **Attachment B.** The \$180,000 for year one is included in the fiscal year 2014 budget so this request does not represent an increase for the year. This amount would provide a cloud-based, web-enabled data management platform and include collection, management, normalization, and storage of financial and project data and energy savings/generation data. The management and integration of data from multiple third parties, regardless of source, will be provided in addition to reporting at the loan/lease/project level, program level and sector level.

After 24 months, CEFIA will have the opportunity to review the role of the Data Administrator and renew the contract or issue another RFP as deemed necessary. Staff believes this gives adequate time to implement and evaluate the METIS' platform development over that time period in light of CEFIA's evolving organizational needs.

RECOMMENDATION

After having thoroughly vetted the proposals submitted under the RFP and reviewing the Operating Procedures of CEFIA to ensure that proper contracting requirements are being met,² staff recommends moving forward with a Professional Services Agreement materially consistent with our the draft PSA included as Attachment D.

Attachment(s): Attachment A – RFP for Data Administrator for CEFIA's Residential

Programs

Attachment B – METIS Financial Scope of Work and Fees

Attachment C – METIS Financial, Inc. RFP Response

Attachment D - METIS Financial, Inc. PSA 5028

^{2 2} Per Section IX (Contracting for Professional Services) of CEFIA's Operating Procedures "...and (iii) for such contracts requiring an expenditure by the Authority of over one hundred fifty thousand dollars (\$150,000), such contract shall, whenever possible, be awarded on a basis of a process of competitive negotiation where proposals are solicited from at least three (3) qualified parties."

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REQUEST FOR PROPOSALS ("RFP") FOR DATA ADMINISTRATOR FOR CEFIA'S RESIDENTIAL PROGRAMS

I. PURPOSE

The Clean Energy Finance and Investment Authority ("CEFIA") seeks proposals from qualified firms ("Contractor") to serve as the Data Administrator for CEFIA's residential programs, inclusive of CEFIA's emerging work among multifamily properties (collectively, the "Residential Sector"). The Contractor will assist in the collection, management, normalization, and storage of financial data, project data, and energy savings / generation data for the Residential Sector. Work in response to this RFP will occur in phases, with an initial focus on setting up a platform to manage the financial and project-level data CEFIA receives from multiple parties, followed by an integration of energy savings / generation data. Firms with an expertise in financial data management are encouraged to respond to this RFP, either alone or in partnership with firms that have expertise in energy data management.

As the nation's first state green bank, CEFIA is a leader in trying to put financial and energy savings / generation data together on a single platform, but a number of other states (i.e. New York, California) are moving in the same direction, and work done under this RFP will likely be shortly translatable to numerous other jurisdictions.

II. CEFIA BACKGROUND

CEFIA was established by Connecticut's General Assembly on July 1, 2011 through Public Act 11-80 as a quasi-public agency that supersedes the former Connecticut Clean Energy Fund (CCEF). CEFIA's mission is to help ensure Connecticut's energy security and community prosperity by realizing its environmental and economic opportunities through clean energy finance and investments. As the nation's first state "Green Bank", CEFIA leverages public and private funds to drive investment and scale-up clean energy deployment in Connecticut. For more information about CEFIA, please visit www.ctcleanenergy.com.

III. RESIDENTIAL PROGRAMS BACKGROUND

CEFIA has approached its mandate to accelerate clean energy deployment through various means, including the creation of a number of financial products serving Connecticut homeowners who want to pursue energy upgrades. We currently support four residential programs serving single-family and 2-4 unit homes that feature differentiated loan and lease structures, each with unique external partners and generating multiple data streams. CEFIA is also developing a suite of products to serve the state's multifamily housing sector, which will involve working with a number of independent private capital providers focused on that space, as well. Across our Residential Sector programs, CEFIA expects to collect financial data, project-level data, and energy savings / generation data. The data will allow CEFIA to understand the performance of our loan and lease products, first and foremost, as well as aggregate and understand estimated versus actual savings for home energy improvements

provided by participating contractors, including ensuring that installed measures are delivering expected energy and dollar savings. Beyond the use of this data in evaluating the effectiveness of each of the residential programs, CEFIA expects that this data will serve as a critical component in any effort to take these loans and leases to the secondary capital markets, whether that is through bonding, securitization, or another approach.

Below we offer an overview of the four existing Residential Sector programs:

The Smart-E Loan program is a public-private partnership with local credit unions and community banks that will provide up to \$28M of long-term, low-interest financing for comprehensive energy upgrades in single-family and 2-4 unit homes across the state. CEFIA has created a \$2.5M loan loss reserve to support financing of these upgrades using private capital from participating lenders. As part of our partnership with participating lenders, they have agreed to report monthly loan status information, including origination, payment streams, and delinquency data (see Attachment A) for the current reporting template. Also, please note: the other programs outlined below also have monthly reporting formats, but because they each have only a single originator, the format for each is more adaptable). There are currently nine participating lenders in the program, and CEFIA expects several more will join within the next year. Each has very different technology capabilities and loan processing platforms; therefore, one challenge for the Data Administrator will be to work with each lender to deliver a comprehensive data set that can then be normalized at a programmatic level.

<u>The CT Solar Lease</u> program is a public-private partnership with a tax equity provider and a syndicate of regional banks through which CEFIA has created a \$60 million fund to support over 2,000 leases for residential PV and solar hot water projects, as well as 3 megawatts for leases and PPAs for municipalities, schools and commercial customers. CEFIA is both the managing member of this fund, and an equity investor into it, in addition to providing the fund with a loan loss reserve. Leases are originated and serviced by AFC First Financial Corporation ("AFC"). AFC reports to CEFIA weekly with pipeline information, and monthly with lease status data.

<u>The CT Solar Loan</u> program is a public-private partnership with the start-up firm Sungage to provide Connecticut homeowners with access to a low-cost, long-term loan offering for residential solar PV. Sungage works to market and originate loans out of an initial \$5 million fund created by CEFIA (with senior participation from a number of private investors). Sungage also serves as the master servicer for the program, overseeing the work of LeaseDimensions as the program's sub-servicer, with Sungage retaining responsibility for weekly pipeline and loan status reporting back to CEFIA.

The Cozy Home Loan program is a public-private partnership with the Housing Development Fund, a community development financial institution ("CDFI"), to provide long-term, low-interest financing for comprehensive energy upgrades in single-family and 2-4 unit homes for customers that meet income eligibility requirements in Litchfield, Fairfield and New Haven counties. CEFIA is providing a \$360,000 loan loss reserve and \$50,000 interest rate buydown fund to support this program. Loans are being administered and serviced through AFC (the same partner servicing the CT Solar Lease). Currently, AFC reports to HDF with weekly pipeline and monthly

loan status information. Once a Data Administrator is in place, AFC will send information directly to the Data Administrator.

Additionally, CEFIA is in the process of developing a set of credit enhancements to leverage CDFI and other financial institution capital for investment into the multifamily housing sector. While these exact partnerships are still being determined, respondents to this RFP should expect that the selected Data Administrator will be responsible for managing the data streams associated with CEFIA's multifamily partners, as with the rest of the Residential Sector.

IV. SCOPE OF SERVICES

The following will be the principal duties of the Data Administrator for the Residential Sector, under a phased approach, with the implementation of financial and project-level data occurring first, followed by the implementation of work related to energy savings / generation data.

1. Collection of Data

- a. Receiving origination as well as monthly loan and lease status data (inclusive of Personally Identifying Information ("PII")) in various formats from each of the participating Smart-E lenders, AFC, Sungage, as well as any future Residential Sector partners, inclusive of the multifamily housing sector
- b. Receiving project-level data (i.e. property characteristics, contractor information, installed measures, etc.) from CEFIA, and syncing such data with that received from each partner financial institution
- c. Receiving an initial historical baseline of energy usage data for each customer from various electric and gas utilities.
- d. Receiving monthly energy usage data from various electric and gas utilities, using <u>Green Button</u> capabilities where applicable, as well as generation data for residential solar installations from CEFIA's existing <u>Locus Energy</u> monitoring platform for solar PV and the soon-to-be-established <u>Amatis</u> monitoring platform for solar hot water^{*}

2. Normalization and Rationalization of Data

- a. Normalizing the origination and financial performance data received from each participating Smart-E lender into a single cohesive format such that analysis can be conducted at the project level, the programmatic level, and then again at the Residential Sector level (as well as any special cuts as defined by an authorized CEFIA user)
- b. Normalizing the streams of origination and financial performance data from AFC for both the CT Solar Lease and the Cozy Home Loan such that analysis can be conducted at the project level, the programmatic level, and then again at the Residential Sector level (as well as any special cuts as defined by an authorized CEFIA user)

If the selected Contractor cannot configure its systems to interface directly with CEFIA's utility and other partners for the purposes of receiving energy savings / generation data, the platform must nonetheless have the flexibility to import this data from a single CEFIA or third-party database

- c. Normalizing the origination and financial performance data from Sungage for the CT Solar Loan such that analysis can be conducted at the project level, the programmatic level, and then again at the Residential Sector level (as well as any special cuts as defined by an authorized CEFIA user)
- d. Normalizing the origination and financial performance data from any future Residential Sector Partners, inclusive of the multifamily housing sector, such that analysis can be conducted at the project level, the programmatic level, and then again at the Residential Sector level (as well as any special cuts as defined by an authorized CEFIA user)
- e. Assigning all energy usage / generation data received from the various utilities and CEFIA's monitoring platforms to the appropriate residential customer so that every customer record includes both financial and energy performance data

3. CEFIA Access and Reporting

- a. Working with CEFIA to define specific authorized user categories, each with its own level of data access and read / write permissions
- b. Ensuring that authorized CEFIA users can easily access project-level data on the Data Administrator's platform
- c. <u>Monthly Reports</u> The following are the basic monthly reports to be provided by the Data Administrator to CEFIA. These reports will be sent either via email or through a secure FTP Web site. Other reports may be agreed upon in writing by the Data Administrator and CEFIA at an agreed upon fee
 - Summary of Monthly Origination Activity at the programmatic and Residential Sector level
 - ii. Summary of up to date program status for each program (i.e. number of loans / leases originated to date, balance of principal outstanding, amount repaid, expected energy saved / generated, etc.), also rolled up to the Residential Sector level
 - iii. Summary Delinquency Report for each program, also rolled up to the Residential Sector Level
 - iv. Detail Delinquency Report for each program, also rolled up to the Residential Sector Level
 - v. Monthly data export (to be defined) for CEFIA to upload to online <u>CT</u>
 <u>Energy Dashboard</u> and for internal Comprehensive Plan reporting

d. Other Reports on a Request Basis -

- Programmatic and Residential Sector level reporting on a census track basis, inclusive of other data CEFIA may upload to the Data Administrator platform (i.e. tracking data from CEFIA's broader Residential Solar Investment Program)
- e. Additionally, the ability for authorized CEFIA users with the appropriate permissions to define and run customizable, machine-readable reports (i.e.

data exports in .xlsx or .csv, rather than .pdf, formats) without significant technical support from the Data Administrator, such as queries at the project level, the zip code level, or with credit score filters, will be considered a significant value-added offering

f. Finally, the Data Administrator platform should be sufficiently flexible to allow for merging with other data sources from both private (i.e. CoreLogic) and publicly held (i.e. U.S. Census, CEFIA) databases

V. REQUIREMENTS

1. PROPOSAL PROCESS

Each bidder shall carefully examine the RFP and any and all amendments, exhibits, revisions, and other data and materials provided with respect to this RFP process. Bidders should familiarize themselves with all proposal requirements prior to submitting their proposal. Should the bidder note any discrepancies, require clarifications or wish to request interpretations of any kind, the bidder shall submit a written request to Fiona Stewart, by email fiona.stewart@ctcleanenergy.com. CEFIA shall respond to such written requests in kind and may, if it so determines, disseminate such written responses to other prospective bidders.

In addition, CEFIA will hold an open session to address questions regarding this RFP. All prospective bidders are encouraged to attend. This question-and-answer session will take place via webinar on Wednesday, December 10 at 4 PM EST. To log-in, choose one of the following options (CEFIA recommends joining via the web in order to be able to submit questions electronically):

Via the web: https://www4.gotomeeting.com/register/232871495

By phone: 1 (415) 655-0055 Access Code: 482-079-306

Thereafter, if Contractor is interested in submitting a proposal, the following requirements should be observed:

- a. Proposals must be received no later than 5:00 PM EST on December 23, 2013. Proposals received after the aforementioned date and time may not be considered in CEFIA's sole discretion.
- b. Proposals shall be submitted electronically to Fiona Stewart at the following email address: fiona.stewart@ctcleanenergy.com. The subject line should be identified as: "Proposal for CEFIA Data Administrator for Residential Programs".
- c. Contractors may be required to interview with CEFIA staff if deemed necessary.

2. PROPOSAL FORMAT

The following format should be followed in order to provide CEFIA with a working basis on which to compare one proposal with another. Each of the elements within this outline is

expected to be addressed in any submitted proposal. However, additions may be made where necessary for purposes of clarification or amplification.

a. PROPOSAL BODY

- 1. Briefly discuss your firm's experience as a Data Administrator or in a similar role. Provide information on the number of accounts currently served, a description of the type(s) and duration of engagement.
- Provide information on any experience in working with state or federally funded energy efficiency or renewable energy programs, with Investor Owned Utilities, Public Utility Commissions, or in the State of Connecticut specifically.
- Provide detailed information related to your data security, privacy, and backup/redundancy protocols and capabilities. If your firm's primary operations are as a servicing company, provide evidence of your SSAE 116 certification or other relevant documentation to similar effect.
- 4. Provide detailed information on any experience working within financial institution regulatory requirements, including experience with both bank and non-bank (e.g., credit unions) partners.
- Provide a brief description of services you expect to provide to CEFIA.
 Provide an overview of your data platform, user interface and its functionality.
 Indicate whether your firm is prepared to render the services enumerated in this RFP using its own resources or will be subcontracting any of the services.
- 6. List your firm's major engagements as a Data Administrator or in a similar role during the last three (3) years and provide a brief description of each scope of work.
- 7. Describe any technical knowledge or any subjects related to this Data Administrator role in which you feel your firm has special expertise. Provide a project organization and management description that describes the unique capabilities of your firm and the individuals assigned to the meet the requirements of this RFP.
- 8. Discuss fully any conflicts of interest, actual or perceived, which might arise in connection with your firm's involvement with CEFIA. If conflicts do or might exist, describe how your firm would resolve them. Please be aware that the firm selected will be expected to represent CEFIA in all transactions falling under this RFP; representation of any other party to these transactions involving CEFIA would be prohibited without the express written approval of CEFIA, which would be unlikely.

- 9. Indicate the address of the office through which CEFIA's account will be primarily serviced, and any anticipated travel or other such costs.
- 10. Describe any litigation, pending judgments, etc., which could affect your ability to enter into an agreement with CEFIA, including a description of the circumstances involved in any defaults by the proposer. If you have been subjected to any outside audits in the past three years, state by whom the audit was performed, for whom, the facility involved, and the results of the audit.
- 11. Provide most recent year balance sheet and income statement. If unavailable, please provide documentation of the firm's net worth.

Include in the proposal any other information you may deem relevant or helpful in CEFIA's evaluation of Contractor or proposal.

b. COST OF SERVICES

- i. Provide CEFIA with a fee schedule for the services to be rendered as a Data Administrator as outlined in this RFP.
 - 1) Provide a unit rate schedule of all fees to be charged on a unit rate basis.
 - For unit rate fees, list the quantity of transactions or length of contract, if any, which will result in a reduced fee and the reduced unit prices based upon that quantity.
 - 3) Provide an hourly rate fee, fixed rate, or set-up fee for any designbuild services to be charged on such basis.
 - 4) List any optional services that you can provide as a Data Administrator that are not specifically addressed by the terms of this RFP, and the pricing for such services.
- ii. State the basis on which any other firm expenses related to services provided to CEFIA would be billed, if other than cost.
- iii. State any special considerations with respect to billing or payment of fees and expenses that your firm offers and that you believe would differentiate you from other proposers and make your firm's services more cost-effective for CEFIA.
- c. <u>REFERENCES</u>: List three (3) clients for reference, for whom you have performed similar services as those contemplated by this RFP. Please include the name, telephone number(s), and physical and e-mail addresses of the contact person at each reference.

Include in the proposal any other information you may deem relevant or helpful in CEFIA's evaluation of Contractor or proposal.

3. EVALUATION CRITERIA

Responses to this RFP will be evaluated based on the following key criteria:

- The user access and reporting flexibility of the respondent's platform, including the ability to easily incorporate new financial products as CEFIA grows across multiple sectors
- b. The security of the respondent's platform, as well as the strength of data back-up systems and protocols
- c. The ability of the respondent to provide a comprehensive solution for financial data, project-level data, and energy savings / generation data, either on a standalone basis or with a partner
- d. The native capabilities of the system to merge with specified priority databases on as-requested basis, including both private and public (i.e. CoreLogic, U.S. Census, CEFIA) data, versus having to license those other data streams or perform external merging operations
- e. A competitive budget and a realistic schedule / work plan for the phased completion of the requirements outlined in this RFP

VI. GENERAL TERMS AND CONDITIONS

If Contractor elects to respond to this RFP, submission of your proposal assumes the acceptance of the following understandings:

- a. CEFIA reserves the right to reject any or all of the proposals received in response to the RFP, to waive irregularities or to cancel or modify the RFP in any way, and at any CEFIA chooses, in its sole discretion, if CEFIA determines that it is in the interest of CEFIA.
- b. CEFIA further reserves the right to make awards under this RFP without discussion of the proposals received. Proposals should be submitted on the most favorable terms from a technical, qualifications, and price standpoint. CEFIA reserves the right not to accept the lowest priced proposal.
- c. Proposals must be signed by an authorized officer of the Contractor. Proposals must also provide name, title, address and telephone number for individuals with authority to negotiate and contractually bind Contractor, and for those who may be contacted for the purpose of clarifying or supporting the information provided in the proposal.

- d. CEFIA will not be responsible for any expenses incurred by any proposer in conjunction with the preparation or presentation of any proposal with respect to this RFP.
- e. CEFIA's selection of a Contractor through this RFP is not an offer and CEFIA reserves the right to continue negotiations with the selected Contractor until the parties reach a mutual agreement.
- f. Contractor will execute a Professional Service Agreement (PSA) as set forth in the attached Exhibit A. If the Contractor does not agree with any of the specific terms set forth in the PSA, the Contractor must set forth such terms and rationale in your response to this RFP.

CEFIA IS SUBJECT TO THE REQUIREMENTS OUTLINED IN SECTIONS 16-245N OF THE CONNECTICUT GENERAL STATUTES. CEFIA SHALL HAVE NO LIABILITY OR OBLIGATION OF ANY SORT HEREUNDER, INCLUDING, WITHOUT LIMITATION, IF FOR ANY REASON OR NO REASON A BINDING AGREEMENT IS NOT ENTERED INTO WITH ANY PROPOSER. IN MAKING ITS SELECTION OF A SUCCESSFUL BIDDER, CEFIA MAY CONSIDER ANY AND ALL FACTORS AND CONSIDERATIONS WHICH CEFIA, IN ITS SOLE DISCRETION, DEEMS RELEVANT, THE RELATIVE IMPORTANCE OF WHICH SHALL BE IN THE SOLE DISCRETION OF CEFIA.

STANDARD PROFESSIONAL SERVICES AGREEMENT

This Standard Professional Services Agreement ("Agreement") is made on INSERT DATE ("Effective Date"), by and between the CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY ("CEFIA"), a quasi-public agency of the State of Connecticut, having its business address at 845 Brook Street, Rocky Hill, CT 06067, and INSERT NAME ("Consultant"), having its business address at INSERT ADDRESS. CEFIA and Consultant together are the Parties and each individually is a Party to this Agreement.

WHEREAS, INSERT SUMMARY LANGUAGE AS NECESSARY; and

WHEREAS, INSERT SUMMARY LANGUAGE AS NECESSARY;

NOW, THEREFORE, CEFIA and Consultant, intending to be legally bound, agree as follows:

1. <u>Scope of Services.</u> Consultant shall provide CEFIA with professional consulting services ("Work") as detailed in Consultant's proposal in Attachment A, which is incorporated into this Agreement. In the event of a conflict between the terms and conditions in this Agreement and the terms and conditions in the Proposal, this Agreement shall control.

[INSTEAD OF AN ATTACHMENT, YOU MAY DROP-IN THE SCOPE OF SERVICES.]

- **2.** Period of Performance. CEFIA agrees to retain Consultant, and Consultant agrees to perform the Work under this Agreement, beginning on the Effective Date and ending twelve (12) months from the Effective Date ("Period of Performance"), unless earlier terminated in accordance with Section 8 of this Agreement. The Parties can extend the Period of Performance only by a written amendment to this Agreement signed and dated by CEFIA and Consultant.
- **3.** Payment. CEFIA agrees to pay Consultant for the Work performed within the Scope of Services of this Agreement, but in an amount not-to-exceed INSERT AMOUNT inclusive of hourly fees and any other expenses. The person(s), and their title and their hourly rate, performing the Work under this Agreement are as follows:

INSERT NAME(S) AND TITLE(S) INSERT HOURLY RATE

THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT CAN BE MODIFIED BY THE PARTIES ONLY BY A WRITTEN AMENDMENT SIGNED AND DATED BY CEFIA AND CONSULTANT <u>PRIOR</u> TO ANY WORK TO BE PERFORMED BY CONSULTANT WHICH WOULD RESULT IN PAYMENTS IN EXCESS OF THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT.

Invoices. Consultant shall submit itemized monthly invoices with detailed accounting for hourly fees and expenses. All invoices shall be subject to CEFIA's approval for conformity with the terms and conditions of this Agreement. For approved invoices, CEFIA will pay Consultant within thirty (30) days of receipt by CEFIA of an invoice. Consultant agrees to include the PSA

#, which can be found at the top of this Agreement, on all invoices submitted to CEFIA in connection with Work performed under this Agreement. Invoices shall be submitted to:

Clean Energy Finance and Investment Authority 845 Brook Street Rocky Hill, CT 06067

Attn: Accounts Payable Department

UNDER NO CIRCUMSTANCES WILL CEFIA ACCEPT INVOICE(S) SUBMITTED BY CONSULTANT WHICH THE TOTAL AMOUNT OF THE INVOICE(S) EXCEEDS THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT.

- **Subcontracting or Assignment.** Consultant shall not subcontract, assign, or delegate any portions of the Work under this Agreement to any other person or entity not identified in Section 3, above, without prior written approval from CEFIA.
- 6. <u>Independent Contractor.</u> Consultant understands that it is acting as an independent contractor and shall not hold itself out as representing or acting in any manner on behalf of CEFIA except within the Scope of Work of this Agreement or any other active agreements between CEFIA and Consultant.
- 7. <u>Disclosure of Information.</u> Consultant agrees to disclose to CEFIA any information discovered or derived in the performance of the Work required under this Agreement. Consultant shall not disclose to others any such information, any information received or derived in performance of this Agreement, or any information relating to CEFIA without the prior written permission of CEFIA, unless such information is otherwise available in the public domain.

8. Termination.

- (a) This Agreement may be terminated by either Party giving ten (10) business days prior written notice to the other Party. In the event of such termination, CEFIA shall be liable only for payment in accordance with the payment provisions of the Agreement for the Work actually performed prior to the date of termination.
- (b) If this Agreement is not renewed at the end of this term, or is terminated for any reason, the Contractor must provide for a reasonable, mutually agreed period of time after the expiration or termination of this Agreement, all reasonable transition assistance requested by CEFIA, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to CEFIA or its designees. Such transition assistance will be deemed by the Parties to be governed by the terms and conditions of this Agreement, except for those terms or conditions that do not reasonably apply to such transition assistance. CEFIA will pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this Agreement. If there are no established contract rates, then the rate shall be mutually agreed upon. If CEFIA terminates this Agreement for cause, then CEFIA will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages CEFIA may have otherwise accrued as a result of said termination.

9. <u>Indemnification and Limitation of Liability.</u> Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless CEFIA, its officers, directors, and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

Neither Party shall be liable to the other Party for indirect, incidental, punitive, special, or consequential damages arising out of this Agreement, even if the Party has been informed of the possibility of such damages, including but not limited to, loss of profits, loss of revenues, failure to realize expected savings, loss of data, loss of business opportunity, or similar losses of any kind. However, this limitation shall not apply to damages of any kind related to criminal, intentional, reckless, or grossly negligent conduct or omissions on the part of either Party.

- **10. Quality of Service.** Consultant shall perform the Work with care, skill, and diligence in accordance with the applicable professional standards currently recognized by his/her profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all work product and/or Work furnished under this Agreement. If Consultant fails to meet applicable professional standards, Consultant shall, without additional compensation, correct or revise any errors or deficiencies in any work product and/or Work furnished under this Agreement.
- 11. <u>Severability.</u> In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any provision of this Agreement is held to be excessively broad, then that provision shall be reformed and construed by limiting and reducing it to be enforceable to the maximum extent permitted by law.
- **12.** Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto, and supersedes any previous agreement or understanding. This Agreement may not be modified or extended except in writing executed by the Parties.
- 13. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Connecticut. All disputes which arise in connection with, or in relation to, this Agreement or any claimed breach thereof shall be resolved, if not sooner settled, by litigation only in Connecticut or the Federal Court otherwise having subject matter jurisdiction over the dispute and not elsewhere, subject only to the authority of the Court in question to order changes of venue. To this end, Consultant waives any rights it may have to insist that litigation related to this Agreement to which Consultant is a party be had in any venue other than the above court, and covenants not to sue CEFIA in court other than the above courts with respect to any dispute related to this Agreement.

14. <u>State Contracting Obligations.</u> Consultant understands and agrees that CEFIA will comply with Conn. Gen. Stat. Sections 4a-60 and 4a-60a. Consultant agrees to comply for the Period of Performance with the state contracting obligations in this Section 14. For purposes of this Section 14, Contractor and Consultant shall have the same meaning and Contract and Agreement shall have the same meaning.

Conn. Gen. Stat. § 4a-60(a):

"Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
- (2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
- (3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; and
- (5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56."

Conn. Gen. Stat. § 4a-60a(a):

"Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
- (2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and
- (4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56."

<u>Nondiscrimination Certification</u>. Consultant represents and warrants that, prior to entering into this Agreement, Consultant has provided CEFIA with documentation evidencing Consultant's support of the nondiscrimination agreements and warranties of the statutory nondiscrimination sections, above. A form of the Nondiscrimination Certification to be signed by the Consultant is attached.

Campaign Contribution Restrictions. For all state contracts, as defined in Conn. Gen. Stat. § 9-612(g)(1)(C), having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11, attached.

Occupational Safety and Health Act Compliance. Consultant certifies it (1) has not been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the date of the Agreement, provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or (2) which has not received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the date of the Agreement.

<u>Consulting Agreements</u>. Consultant hereby swears and attests as true to the best knowledge and belief that no consulting agreement, as defined in Conn. Gen. Stat. § 4a-81, has been entered into in connection with this Agreement.

- **15.** <u>Limitation on Recourse.</u> All liabilities and obligations of CEFIA under this Agreement are subject and limited to the funding available under Connecticut law.
- **16. Available Funding.** CEFIA shall not be obligated to provide payment or any portion of the payment under this Agreement if there are insufficient funds for such purpose because of any legislative or regulatory action expressly curtailing, reducing, or eliminating CEFIA funding.
- 17. <u>Freedom of Information Act.</u> CEFIA is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). This Agreement and information received pursuant to this Agreement will be considered public records and will be subject to disclosure under the FOIA, except for information falling within one of the exemptions in Conn. Gen. Stat. Sections § 1-210(b) and § 16-245n(d).

Because only the particular information falling within one of these exemptions can be withheld by CEFIA pursuant to an FOIA request, Consultant should specifically and in writing identify to CEFIA the information that Consultant claims to be exempt. Consultant should further provide a statement stating the basis for each claim of exemption. It will not be sufficient to state generally that the information is proprietary or confidential in nature and not, therefore, subject to release to third parties. A convincing explanation and rationale sufficient to justify each exemption consistent with General Statutes §1-210(b) and § 16-245n(d) must be provided.

Consultant acknowledges that (1) CEFIA has no obligation to notify Consultant of any FOIA request it receives, (2) CEFIA may disclose materials claimed by Consultant to be exempt if in its judgment such materials do not appear to fall within a statutory exemption, (3) CEFIA may in its discretion notify Consultant of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but CEFIA has no obligation to initiate, prosecute, or defend any legal proceeding, or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA

request, (4) Consultant will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (5) in no event shall CEFIA or any of its officers, directors, or employees have any liability for the disclosure of documents or information in CEFIA's possession where CEFIA, or such officer, director, or employee, in good faith believes the disclosure to be required under the FOIA or other law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.



CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY

Ву: _		
	Bryan T. Garcia, President and CEG	
CON	TRACTOR	
Ву: _		
	INSERT NAME	
	INSERT TITLE	

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

<u>Civil penalties</u>--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

<u>Criminal penalties</u>—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not

include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

NONDISCRIMINATION CERTIFICATION

[to be determined]



Platform Description

METIS will deliver a CEFIA specific, cloud-based, web-enabled data management platform to support CEFIA's management of "Residential Sector" (as defined by CEFIA). METIS will assist in the collection, management, normalization, and storage of financial and project data and energy savings/generation data currently required or that may be required during the term of the engagement. The management and integration of data from multiple third parties, regardless of source, will be provided in addition to corresponding reporting requirements at the project level, program level and sector level.

The platform will be scalable and provide for the management of credit enhancements, additional capital investments or other financial investments with all of the functionality as the initial delivered service.

Key areas of support provided by METIS:

- Data collection, normalization, organization, loading and storage of monthly status data, to also include repayment data, for both loans and leases across all lenders and residential sector partners.
- Document loading and storage.
- Project level data collection, normalization, organization, loading and storage including financial, energy savings/generation data required to provide a single source platform.
- User driven dashboards providing snapshots of data by program, lender, contractor, sector, etc. as detailed by CEFIA.
- Data, document, user and calendar alerts and notifications.
- Incorporation of historical baseline energy usage data and monthly usage, generation and savings data across programs. Note: data can be received via customized interfaces, direct feeds or periodic transfers.
- Customized and flexible access authorization across different user types to include internal CEFIA users and external partner/lender users.
- Robust report writing via a suite of CEFIA defined templates for activity, status, origination and delinquency tracking, plus ad hoc report writing capability.

FUNCTIONALITIES TO BE DELIVERED

Functionalities

DATA MANAGEMENT

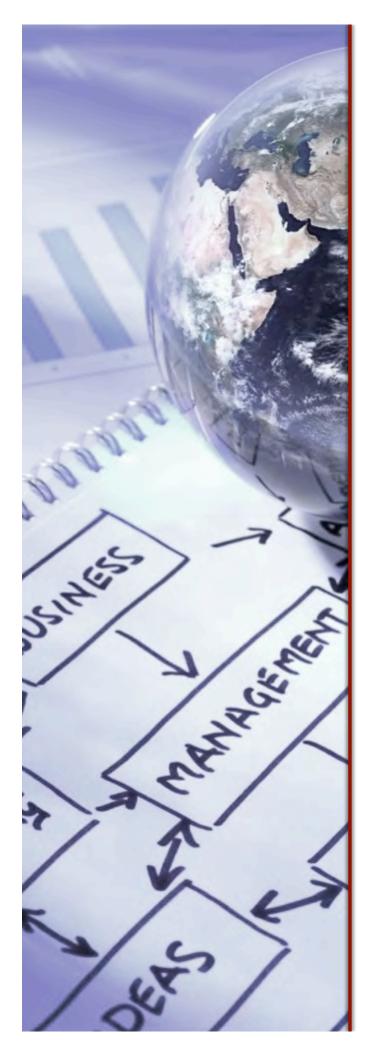
- Normalization, Loading, Storage
 - Capture, access, share, analyze, modify, and monitor all user-focused data
 - Automatic data extraction from standard documents, reports, data feeds
 - Data transfer (upload/download)
 - o Advance Search by any defined field
 - o Identification of missing data
 - Data Field updating/editing
 - Security/protection
 - o Permissions by user type
 - Archive
 - Collaboration
 - Real-time communication including alerts and notifications
 - Simultaneous editing capabilities
 - Activity log
 - Data extraction capability applied to PowerClerk, project cover sheets and monthly partner reports detailing originations, projects, and loan/lease performance.
- Dashboard Management
 - Client defined snap-shots of projects and programs;
 - Drill-down capabilities to the project level
 - Lender/partner specific dashboards and access as necessary with differentiated access for each.
- Reporting
 - o Internal/external reporting
 - Customized reporting templates to address monthly originations, delinquency, status reports by lender, program and sector
 - Ad hoc report writing capability and extraction in client defined format (Excel, CSV, PDF)
 - Streamline data flow from client-subscribed third-party sources
- Audit Trail
 - All activities by all users are tracked and time stamped

Functionalities Cont.	DOCUMENT MANAGEMENT	
	 Loading & Storage Bulk upload and one-off upload capability Each record (loan/lease) to include a file folder for the storage of related documents Permissions Document permissions driven by access to a given loan or lease record 	
Optional Functionality	Advanced Document Storage and Search	
	 Multi-level file folder structure per record 	
	 Permission granting capability at the folder and 	
	document level	
	 Advanced search functionality across all documents 	
	housed on platform	
	 Data extraction from all documents 	

TERMS

TEMPIO		
Initial Set Up Fee	Waived	
Base Licensing	Up to 500 Accounts: \$15,000 per month	
Fee	501-1000 Accounts: \$20,000 per month	
	1000-2000 Accounts: \$25,000 per month	
	2001+ Accounts: \$30,000 per month	
	All payment terms commence upon engagement	
Optional	Up to 500 Accounts: \$5,000 per month	
Functionality	501-1000 Accounts: \$6,000 per month	
	1000-2000 Accounts: \$7,000 per month	
	2001+ Accounts: \$8,000 per month	
	All payment terms commence upon engagement	
Initial Term of	1 year	
Contract		
Extension 1	1 year at base licensing fee	
Extension 2	3 years with 5% Escalation based on monthly fee at time of	
	contract expiry applicable for full term of extension	

Delivery Time	Platform to go live within 3 months of engagement and initial design approval
Early Termination	Should Metis not deliver the platform to CEFIA's specifications within 120 days, CEFIA has the right to terminate the contract, with 30 day notice, within six months of engagement date.
Number of Users	Unlimited
Storage Capacity	Unlimited
Data/Document Archive	Included in Terms of Agreement and all extensions
Customer/Tech Support	Included





Prepared for:



December 23, 2013

METIS Financial Network

18023 Calle Ambiente, Suite 302 Rancho Santa Fe, CA 92067

T: 858.759.0445 F: 858.759.0462

www.metisfn.com



A. PROPOSAL BODY

I. Briefly discuss your firm's experience as a Data Administrator or in a similar role. Provide information on the number of accounts currently served, a description of the type(s) and duration of engagement.

METIS is a cloud-based, proprietary enterprise-level platform that enables enterprises on a corporate basis and individual professionals to maximize efficiencies and gain competitive advantages. METIS delivers tailored, client-specific support throughout the life cycle of a real estate (residential and commercial) investment, financial asset, or fund investment. Our evolving technology saves time, minimizes tedious manual work and reduces human error by delivering multiple levels of customized dashboards, superior data and document management, automatic data extraction technology, full reporting functionalities, and real-time collaboration capabilities. Metis also enables the integration of third party information with proprietary data to provide efficient analytics, trends, valuation and market assessment. Some of the most valuable by-products of using METIS technology are that all users will automatically be able to capture and access both individual and firm-level Proprietary IntelligenceTM; no maintenance or software updates are required; and no need to make any changes to the existing work process.

In late 2010 METIS was engaged by Synovus Bank, a \$30 Billion regional bank, to provide data and document management support and a web-based marketing and transaction platform to support the special assets effort required to reduce the bank's exposure to non-performing and sub-performing loans. This engagement entailed the normalization, loading and management of data and documents for more than 4,600 assets over a 3-year period. It also included monthly and quarterly loan updates, dashboards and reporting, and multiple user security to any document or data point by granting individual permission levels with tracking across 30 community banks in 6 states in addition to approximately 1,800 potential buyers.

Additionally, METIS provided a transaction focused technology platform with complete data and document organization, tracking and management for Houlihan Lokey, and investment bank engaged by Synovus to conduct a 1,000-asset portfolio sale in late 2012. METIS' involvement enabled Houlihan to conduct 2 rounds, multiple portfolio revisions and more than 75 investors and underwriters to perform due diligence, run analysis on a changing portfolio, review documents and close in 5 weeks.

METIS incorporated functionality to manage loan participations, multiple borrowers and to track multiple forms of collateral or collateral enhancements.

METIS is currently engaged with Alvarez and Marsal to deliver a customized management platform that will enable the A&M real estate advisory, financial services and litigation support team to streamline their efforts related to asset and portfolio valuation for banks and property owners, data and document management, third party data integration and remote data file updates, reporting and multi-office, personnel collaboration. The initial use of the Metis platform is focused directly on supporting their

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valuation advisory team specifically for loss-share banks and financial institution compliance assignments. Additional services will be incorporated in a programmatic fashion in the coming months. Alvarez and Marsal engaged Metis after a lengthy review of other entities. A copy of a recent letter from Alvarez is attached as **Appendix A**.

METIS developed and launched the Metis Fund Portal to enable funds to market to accredited investors in response to the JOBS' Act lifting of the ban on general solicitation The METIS portal complies with the definition of an "electronic platform" in the Act and enables Funds to market to accredited investors seeking alternative investments. Metis Fund Portal allows funds to securely manage large volumes of investor data, documents and access throughout the life of a fund. Funds may also permission auditors and SEC regulators to access investor data, obtain proof of accredited status and correspondence in support of their regulatory compliance.

The METIS Fund portal also provides a suite of management tools that permit accredited investors to document their accreditation; perform due diligence on the fund; monitor their investments; receive their reports timely; and communicate with fund managers.

II. Provide information on any experience in working with state or federally funded energy efficiency or renewable energy programs, with Investor Owned Utilities, Public Utility Commissions, or in the State of Connecticut specifically.

METIS is executing a pilot program for Sempra Utilities, specifically, for San Diego Gas and Electric (SDG&E) to demonstrate platform capabilities to provide all of the services in a form to comply with SDG&E's internal management practices. SDG&E has approximately 90 in house lawyers that require document management, data extraction, integrated collaboration and advanced search capability of regulatory filings and litigation.

While SDG&E is the first utility with whom METIS is working, data and document management expertise is transferrable across multiple industries, fields and asset types. The process for receipt, normalization, and organization of data, whether via direct feed, upload or other delivery mechanism is consistent. METIS believes that data is data, and our experience in receiving data in a wide variety of formats related to our previous and ongoing engagements positions us well to handle CEFIA's second phase implementation of energy usage, generation and savings data.



III. Provide detailed information related to your data security, privacy, and backup/redundancy protocols and capabilities. If your firm's primary operations are as a servicing company, provide evidence of your SSAE 16 certification or other relevant documentation to similar effect.

Data safety and security has been and continues to be a high priority, especially given METIS' engagements with regulated financial institutions. Our access, storage, redundancy and security have been SAS 70 compliant and are now SSAE 16 compliant.

All METIS applications and data reside on the Microsoft Windows Azure cloud platform. Azure has been granted a Provisional Authorities to Operate from the Federal Risk and Authorization Management Platform and has been audited against SOC 1 and 2 SSAE 16 frameworks, ISO/IEC 27001:2005 security certification, and the Cloud Security Alliance Cloud Controls Matrix.

To date, METIS has never had a data breach nor data loss. At the infrastructure level, Backup and Redundancy protocols and capabilities are as follows:

Our databases reside in Azure SQL and Table storage. This provides real-time double redundancy with instantaneous failover within the geographic region. METIS additionally synchronizes these databases to different geographic regions, each with the same level of instant redundancy. In the event of catastrophic failures in multiple data centers across different regions, METIS maintains rolling, geographically redundant database backups—hourly for the previous 24 hours and daily for the previous week.

Documents are also stored in Azure. All changes are synchronously replicated three ways and then replicated to a secondary geographic region—also replicated three ways within the secondary region.

At the application level, every data and document transaction is logged and versioned for a full revision history of the data object or document in question. This provides auditing, data recovery, and restoration against user error and accidental loss.

To ensure the security of client data, METIS encrypts all transport of data between servers and databases via SSL. End-user sessions with METIS applications are likewise encrypted through 256-bit SSL.



IV. Provide detailed information on any experience working within financial institution regulatory requirements, including experience with both bank and non-bank (e.g., credit unions) partners.

METIS initially launched its technology platform in 2010 specifically targeting regulated financial institutions and has direct experience working within financial institution regulatory requirements at the FDIC, OCC and SEC levels.

Synovus Bank, an FDIC regulated institution referenced previously, engaged METIS to provide a technology platform for the management of data and documents for their non-performing and sub-performing real estate loans and bank owned assets. The data set used tied directly to the bank' regulatory Call Report, and contained Personally Identifying Information (PII) pertaining to the borrowers. In addition, a subset of the data and documents was made available to vetted investors interested in acquiring the assets. Permissions for access of the data ranged from full read and write administrator privileges to read only access for subsets of data made available to investors. All facets of this engagement had to comply with regulatory requirements related to data use and sharing.

With the launch of Metis Fund Portal, METIS will be managing and marketing debt and equity offerings that requires working with investment banks, registered investment advisors and companies pursuant to SEC regulated filings and therefore must maintain operating compliance with SEC Regulations and rules on compliance, auditing, tracking, privacy and security.

V. Provide a brief description of services you expect to provide to CEFIA. Provide an overview of your data platform, user interface and its functionality. Indicate whether your firm is prepared to render the services enumerated in this RFP using its own resources or will be subcontracting any of the services.

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Platform Description

METIS will deliver a CEFIA specific, cloud-based, web-enabled data and document management platform to support CEFIA's management of "Residential Sector" (as defined by CEFIA). METIS will assist in the collection, management, normalization, and storage of financial and project data and energy savings/generation data currently required or that may be required during the term of the engagement. The management and integration of data from multiple third parties, regardless of source, will be provided in addition to corresponding reporting requirements at the project level, program level and sector level.

The platform will be scalable and provide for the management of credit enhancements, additional capital investments or other financial investments with all of the functionality as the initial delivered service.

Key areas of support provided by METIS:

- Data collection, normalization, organization, loading and storage of monthly status data for both loans and leases across all lenders and residential sector partners.
- Project level data collection, normalization, organization, loading and storage including financial, energy savings/generation data required to provide a single source platform.
- User driven dashboards providing snapshots of data by program, lender, and sector.
- Data, document, user and calendar alerts and notifications.
- Incorporation of historical baseline energy usage data and monthly usage, generation and savings data across programs. Note: data can be received via customized interfaces, direct feeds or periodic transfers.
- Customized and flexible access authorization across different user types to include internal CEFIA users and external partner/lender users.
- Robust report writing via a suite of CEFIA defined templates for activity, status, origination and delinquency tracking, plus ad hoc report writing capability.



METIS SOLUTION HIGHLIGHTS

Customization	Yes – fully customized, no additional charge	
Document	Multi-level – permission driven. Interactive. Both internal and	
Management	external.	
Data Ownership	CEFIA. Single view of past and present projects. All information captured and branded as CEFIA's Proprietary Intelligence Suite.	
Detailed Reports	To be built in with CEFIA templates. Completely customizable. Capability to build "on the fly" as needed.	
Internet Facing	Immediate	
Programming	In house only; no outsourcing.	

SUGGESTED FUNCTIONALITIES

Functionalities	DATA MANAGEMENT
	 Normalization, Loading, Storage Capture, access, share, analyze, modify, and monitor all user-focused data Automatic data extraction from standard documents, reports, data feeds Data transfer (upload/download) Advance Search by any defined field Identification of missing data Data Field updating/editing Security/protection Permissions by user type Archive Collaboration Real-time communication including alerts and notifications Simultaneous editing capabilities Activity log
	 Dashboard Management Client defined snap-shots of projects and programs; Drill-down capabilities to the project level Lender/partner specific dashboards and access as necessary with differentiated access for each.

TING SEPICE STORY		
	 Reporting Internal/external reporting Customized reporting templates to address monthly originations, delinquency, status reports by lender, program and sector Ad hoc report writing capability and extraction in client defined format (Excel, CSV, PDF) Streamline data flow from client-subscribed third-party sources 	
	 Audit Trail All activities by all users are tracked and time stamped 	

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TECHNOLOGY SUMMARY

Infrastructure	Microsoft Windows Azure
Data	Azure SQL DatabaseAzure StorageMETIS Data Framework
Application	 Azure Web and Worker Roles Microsoft .NET 4.5 Modern web stack: HTML5, SignalR, jQuery, KnockoutJS

Please see *Appendix B* (Excel Workbook) for proposed layout. Please see *Appendix C* for sample screen shots.

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VI. List your firm's major engagements as a Data Administrator or in a similar role during the last three (3) years and provide a brief description of each scope of work.

Synovus Bank – METIS was engaged by Synovus to provide data and document management support and a web-based disposition platform to support the special assets effort related to downsizing the bank's exposure to non-performing and sub-performing loans. This engagement entailed the normalization, loading and management of data and documents for more than 4,600 assets and 1,800 potential buyers over a 3-year period. It also included monthly and quarterly updates, dashboards and reporting, and multiple user permission levels with tracking across 30 community banks in 6 states.

Alvarez & Marsal – is utilizing the METIS platform as the technological backbone for their Real Estate Advisory, Financial Services (including compliance) and Litigation support efforts. The functionality consists of asset management, financial modeling, asset and portfolio valuation and enhanced document and data management. The Agreement with Alavarez and Marsal was developed in parts during 2012 and 2013 and is for multi-years beginning in January 2014

SDG&E – METIS has been engaged to create a pilot project for SDGE's regulatory affairs group. The platform will provide data and enhanced document management, advanced search, collaboration and data extraction in support of the group's case preparation, regulatory filings and litigation management.

VII. Describe any technical knowledge or any subjects related to this Data Administrator role in which you feel your firm has special expertise. Provide a project organization and management description that describes the unique capabilities of your firm and the individuals assigned to the meet the requirements of this RFP.

METIS has created a unique software development framework around the management of data and documents. This framework facilitates the implementation of a system of processes for data management that is easily customizable and highly flexible. Metis is currently in the process of a patent being conducted by DLA Piper around this framework.

METIS takes a team approach to meeting and exceeding the needs of our clients. This team takes the form of a lead Client Services member who manages all facets of the relationship with a client from defining the need through implementation and ongoing support. This lead, partners with the technical teams and support teams within Metis to deliver an exemplary experience for clients. The CEFIA team is led by Stephanie Casper, Senior Vice President Client Services. The METIS technical team, led by Chief Technology Officer Edwin Liu, is responsible for all programming and platform customization for CEFIA. Mr. Liu and his team will partner with Ms. Casper, to fully understand CEFIA's needs and expectations prior to beginning any build. The broader team will also include members of the data and document quality control group.



VIII. Discuss fully any conflicts of interest, actual or perceived, which might arise in connection with your firm's involvement with CEFIA. If conflicts do or might exist, describe how your firm would resolve them. Please be aware that the firm selected will be expected to represent CEFIA in all transactions falling under this RFP; representation of any other party to these transactions involving CEFIA would be prohibited without the express written approval of CEFIA, which would be unlikely.

METIS' corporate counsel, Jones Day, does not see any areas of current or potential conflicts of interest in connection with involvement with CEFIA.

IX. Indicate the address of the office through which CEFIA's account will be primarily serviced, and any anticipated travel or other such costs.

Metis Financial Network 18023 Calle Ambiente, Suite 302 Rancho Santa Fe, CA 92607

Travel and other costs incurred by METIS in servicing the CEFIA account are fully the responsibility of METIS.

X. Describe any litigation, pending judgments, etc., which could affect your ability to enter into an agreement with CEFIA, including a description of the circumstances involved in any defaults by the proposer. If you have been subjected to any outside audits in the past three years, state by whom the audit was performed, for whom, the facility involved, and the results of the audit.

METIS has not been involved in any litigation; is not currently involved in any litigation; does not anticipate any litigation.

XI. Provide most recent year balance sheet and income statement. If unavailable, please provide documentation of the firm's net worth.

Please see *Appendix D* for documentation of firm net worth.



B. COST OF SERVICES

PROPOSED TERMS

Initial Set Up Fee	Waived
Base Licensing	Up to 500 Accounts: \$15,000 per month
Fee	501-1000 Accounts: \$20,000 per month
	1000-2000 Accounts: \$25,000 per month
	2001+ Accounts: \$30,000 per month
	All payment terms commence upon engagement
Initial Term of	2 years
Contract	
Extension	1, 3 year
License Fee	5% Escalation based on monthly fee at time of contract expiry
During Extension	applicable for full term of extension.
Delivery Time	Platform to go live within 3 months of engagement and initial
	design approval
Early Termination	Should Metis not deliver the platform to CEFIA's specifications
	within 120 days, CEFIA has the right to terminate the contract,
	with 30 day notice, within six months of engagement date.
Number of Users	Unlimited
Storage Capacity	Unlimited
Data/Document	Included in Terms of Agreement and all extensions
Archive	
Customer/Tech	Included
Support	



C. REFERENCES

Scott Fowler

Managing Director Alvarez & Marsal Real Estate Advisory Services 713 547 3770 sfowler@alvarezandmarsal.com

George Rizk

Chief Investment Officer The Baupost Group 617 210 8300 grizk@baupost.com

Bruce Dearing

Principal

Barth Avenue Partners

Note: Mr. Dearing was formerly Executive Vice President Synovus Bank, now retired.

Mr. Dearing managed the contract between Synovus and Metis

770 362 5264

bdearing007@gmail.com

STANDARD PROFESSIONAL SERVICES AGREEMENT

This Standard Professional Services Agreement (the "Agreement") is made on April 21, 2014 ("Effective Date"), by and between the CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY ("CEFIA"), a quasi-public agency of the State of Connecticut, having its business address at 845 Brook Street, Rocky Hill, CT 06067, and METIS Financial Network, Inc. ("Consultant"), a Delaware corporation, having its business address at 18023 Calle Ambiente, Suite 302, Rancho Santa Fe, California 92067. CEFIA and Consultant together are the Parties and each individually is a Party to this Agreement.

WHEREAS, Consultant has developed, hosts and supports a cloud-based, webenabled data management platform (the "**Platform**") designed to assist its clients with the collection, management, normalization and storage of financial and project data; and

WHEREAS, CEFIA wishes to retain Consultant to provide a customized version of the Platform that will allow CEFIA to manage data relating to CEFIA's "Residential Sector" projects.

NOW, THEREFORE, CEFIA and Consultant, intending to be legally bound, agree as follows:

- 1. <u>Scope of Services</u>. Consultant shall provide CEFIA with professional consulting services ("Work") as detailed in Consultant's proposal in Attachment A (the "Proposal"), which is incorporated by reference into this Agreement. In the event of a conflict between the terms and conditions in this Agreement and the terms and conditions in the Proposal, this Agreement shall control.
- 2. <u>Period of Performance</u>. CEFIA agrees to retain Consultant, and Consultant agrees to perform the Work under this Agreement, beginning on the Effective Date and ending twelve (12) months from the Effective Date ("Period of Performance"), unless earlier terminated in accordance with Section 8 of this Agreement. The Period of Performance may be extended one additional year based on the terms and conditions set forth in this Agreement and upon written notification from CEFIA.
- **3.** Payment. CEFIA agrees to pay Consultant for the Work performed within the Proposal, but in an amount not-to-exceed \$180,000 inclusive of hourly fees and any other expenses.

THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT CAN BE MODIFIED BY THE PARTIES ONLY BY A WRITTEN AMENDMENT SIGNED AND DATED BY CEFIA AND CONSULTANT PRIOR TO ANY WORK TO BE PERFORMED BY CONSULTANT WHICH WOULD RESULT IN PAYMENTS IN EXCESS OF THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT.

4. <u>Invoices</u>. Consultant shall submit itemized monthly invoices to CEFIA with detailed descriptions of any amounts payable to Consultant by CEFIA. All invoices shall be subject to CEFIA's reasonable approval for conformity with the terms and conditions of this Agreement. For approved invoices, CEFIA will pay Consultant within thirty (30) calendar days of receipt by CEFIA of an invoice. Consultant agrees to include the PSA#, which can be found at the top of this Agreement, on all invoices submitted to CEFIA in connection with Work performed under this Agreement. Invoices shall be submitted to:

Clean Energy Finance and Investment Authority 845 Brook Street Rocky Hill, CT 06067 Attn: Accounts Payable Department

UNDER NO CIRCUMSTANCES WILL CEFIA ACCEPT INVOICE(S) SUBMITTED BY CONSULTANT WHICH THE TOTAL AMOUNT OF THE INVOICE(S) EXCEEDS THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT.

- **Subcontracting or Assignment.** Consultant shall not subcontract, assign, or delegate any portions of the Work under this Agreement to any other person or entity not identified in Section 3, above, without prior written approval from CEFIA.
- **6.** <u>Independent Contractor</u>. Consultant understands that it is acting as an independent contractor and shall not hold itself out as representing or acting in any manner on behalf of CEFIA except within the Scope of Work of this Agreement or any other active agreements between CEFIA and Consultant.
- 7. Disclosure of Information; Proprietary Information. Consultant understands and agrees that all information provided by CEFIA is the sole property of CEFIA and Consultant shall disclose to CEFIA any information discovered or derived in the performance of the Work required under this Agreement. Consultant shall not disclose to others any such information, any information received or derived in performance of this Agreement, or any information relating to CEFIA without the prior written permission of CEFIA, unless such information is otherwise available in the public domain. CEFIA acknowledges and agrees that Consultant owns all rights, title and interest in and to the Platform and the Work (but for the avoidance of doubt, none of the data and documents uploaded to the Platform by CEFIA; and the Work does not include anything other than the technology of the Platform), including without limitation all patent, trademark, copyright and trade secret rights therein (all of the foregoing, "Proprietary Information"). Nothing in this Agreement shall be construed as granting CEFIA any rights or license of any kind with respect to the Proprietary Information other than a non-exclusive license to utilize the Platform as described in the Proposal. CEFIA agrees, except as may be required under applicable law: (i) to keep the Proprietary Information confidential and (ii) not to copy, alter, reverse engineer or decompile the Proprietary Information or otherwise attempt to access or use any of the trade secrets contained therein.

8. Termination.

- (a) This Agreement may be terminated by either Party for cause giving thirty (30) business days prior written notice to the other Party. In the event of such termination, CEFIA shall be liable only for payment in accordance with the payment provisions of the Agreement for the Work actually performed prior to the date of termination.
- (b) If this Agreement is not renewed at the end of this term, or is terminated for cause, the Contractor must provide for a reasonable, mutually agreed period of time after the expiration or termination of this Agreement, all reasonable transition assistance requested by CEFIA, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to CEFIA or its designees. Such transition assistance will be deemed by the Parties to be governed by the terms and conditions of this Agreement, except for those terms or conditions that do not reasonably apply to such transition assistance.

CEFIA will pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this Agreement. If there are no established contract rates, then the rate shall be mutually agreed upon. If CEFIA terminates this Agreement for cause, then Consultant with have thirty (30) days to cure stated cause, otherwise CEFIA will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages CEFIA may have otherwise accrued as a result of said termination.

9. Indemnification and Limitation of Liability. Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless CEFIA, its officers, directors, and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

Neither Party shall be liable to the other Party for indirect, incidental, punitive, special, or consequential damages arising out of this Agreement, even if the Party has been informed of the possibility of such damages, including but not limited to, loss of profits, loss of revenues, failure to realize expected savings, loss of data, loss of business opportunity, or similar losses of any kind. However, this limitation shall not apply to damages of any kind related to criminal, intentional, reckless, or grossly negligent conduct or omissions on the part of either Party.

- **10. Quality of Service.** Consultant shall perform the Work with care, skill, and diligence in accordance with the applicable professional standards currently recognized by his/her profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all work product and/or Work furnished under this Agreement. If Consultant fails to meet applicable professional standards, Consultant shall, without additional compensation, correct or revise any errors or deficiencies in any work product and/or Work furnished under this Agreement.
- 11. <u>Severability</u>. In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any provision of this Agreement is held to be excessively broad, then that provision shall be reformed and construed by limiting and reducing it to be enforceable to the maximum extent permitted by law.
- **12.** Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto, and supersedes any previous agreement or understanding. This Agreement may not be modified or extended except in writing executed by the Parties.
- 13. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Connecticut. All disputes which arise in connection with, or in relation to, this Agreement or any claimed breach thereof shall be resolved, if not sooner settled, by litigation only in Connecticut or the Federal Court otherwise having subject matter jurisdiction over the dispute and not elsewhere, subject

only to the authority of the Court in question to order changes of venue. To this end, Consultant waives any rights it may have to insist that litigation related to this Agreement to which Consultant is a party be had in any venue other than the above court, and covenants not to sue CEFIA in court other than the above courts with respect to any dispute related to this Agreement.

14. State Contracting Obligations. Consultant understands and agrees that CEFIA will comply with Conn. Gen. Stat. Sections 4a-60 and 4a-60a. Consultant agrees to comply for the Period of Performance with the state contracting obligations in this Section 14. For purposes of this Section 14, Contractor and Consultant shall have the same meaning and Contract and Agreement shall have the same meaning.

Conn. Gen. Stat. § 4a-60(a):

- (1) "Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
- (2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
- (3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; and
- (5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit

access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56."

Conn. Gen. Stat. § 4a-60a(a):

- (1) "Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
- (2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and
- (4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56."

Nondiscrimination Certification. Consultant represents and warrants that, prior to entering into this Agreement, Consultant has provided CEFIA with documentation evidencing Consultant's support of the nondiscrimination agreements and warranties of the statutory nondiscrimination sections, above. A form of the Nondiscrimination Certification to be signed by the Consultant is attached.

Campaign Contribution Restrictions. For all state contracts, as defined in Conn. Gen. Stat. § 9-612(g)(1)(C), having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11, attached.

Occupational Safety and Health Act Compliance. Consultant certifies it (1) has not been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant

to such act, during the three-year period preceding the date of the Agreement, provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or (2) has not received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the date of the Agreement.

<u>Consulting Agreements</u>. Consultant hereby swears and attests as true to the best knowledge and belief that no consulting agreement, as defined in Conn. Gen. Stat. § 4a-81, has been entered into in connection with this Agreement.

- **15.** <u>Limitation on Recourse</u>. All liabilities and obligations of CEFIA under this Agreement are subject and limited to the funding available under Connecticut law.
- **Available Funding.** CEFIA shall not be obligated to provide payment or any portion of the payment under this Agreement if there are insufficient funds for such purpose because of any legislative or regulatory action expressly curtailing, reducing, or eliminating CEFIA funding; provided, however, if such reduction in funding creates the possibility that CEFIA cannot meet its obligations to Consultant under this Agreement, Consultant and CEFIA agree to review the payment terms to determine how best to continue the Agreement. If the Parties cannot reach a mutual agreement, Consultant has the right to terminate this Agreement.
- 17. <u>Freedom of Information Act.</u> CEFIA is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). This Agreement and information received pursuant to this Agreement will be considered public records and will be subject to disclosure under the FOIA, except for information falling within one of the exemptions in Conn. Gen. Stat. Sections § 1-210(b) and § 16-245n(d).

Because only the particular information falling within one of these exemptions can be withheld by CEFIA pursuant to an FOIA request, Consultant should specifically and in writing identify to CEFIA the information that Consultant claims to be exempt. Consultant should further provide a statement stating the basis for each claim of exemption. It will not be sufficient to state generally that the information is proprietary or confidential in nature and not, therefore, subject to release to third parties. A convincing explanation and rationale sufficient to justify each exemption consistent with General Statutes §1-210(b) and § 16-245n(d) must be provided.

Consultant acknowledges that (1) CEFIA has no obligation to notify Consultant of any FOIA request it receives, (2) CEFIA may disclose materials claimed by Consultant to be exempt if in its judgment such materials do not appear to fall within a statutory exemption, (3) CEFIA may in its discretion notify Consultant of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but CEFIA has no obligation to initiate, prosecute, or defend any legal proceeding, or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request, (4) Consultant will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (5) in no event shall CEFIA or any of its officers, directors, or employees have any liability for the disclosure of documents or information in

CEFIA's possession where CEFIA, or such officer, director, or employee, in good faith believes the disclosure to be required under the FOIA or other law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY

By: Bryan T. Garcia, President and CEO
METIS FINANCIAL NETWORK, INC. By:
Name:
Т:410.

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(f)(2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

<u>Civil penalties</u>--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

<u>Criminal penalties</u>—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax return of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. "Solicit" does not include (i) making a contribution that is otherwise permitted under this chapter, (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office, (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this subdivision, or (v) mere attendance at a fundraiser.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

NONDISCRIMINATION CERTIFICATION

[to be determined]

ATTACHMENT A

Platform Description

METIS will deliver a CEFIA specific, cloud-based, web-enabled data management platform to support CEFIA's management of "Residential Sector" (as defined by CEFIA). METIS will assist in the collection, management, normalization, and storage of financial and project data and energy savings/generation data currently required or that may be required during the term of the engagement. The management and integration of data from multiple third parties, regardless of source, will be provided in addition to corresponding reporting requirements at the project level, program level and sector level.

The platform will be scalable and provide for the management of credit enhancements, additional capital investments or other financial investments with all of the functionality as the initial delivered service.

Key areas of support provided by METIS:

- Data collection, normalization, organization, loading and storage of monthly status data, to also include repayment data, for both loans and leases across all lenders and residential sector partners.
- Document loading and storage.
- Project level data collection, normalization, organization, loading and storage including financial, energy savings/generation data required to provide a single source platform.
- User driven dashboards providing snapshots of data by program, lender, contractor, sector, etc. as detailed by CEFIA.
- Data, document, user and calendar alerts and notifications.
- Incorporation of historical baseline energy usage data and monthly usage, generation and savings data across programs. Note: data can be received via customized interfaces, direct feeds or periodic transfers.
- Customized and flexible access authorization across different user types to include internal CEFIA users and external partner/lender users.
- Robust report writing via a suite of CEFIA defined templates for activity, status, origination and delinquency tracking, plus ad hoc report writing capability.

FUNCTIONALITIES TO BE DELIVERED

Functionalities

DATA MANAGEMENT

- Normalization, Loading, Storage
 - Capture, access, share, analyze, modify, and monitor all user-focused data
 - Automatic data extraction from standard documents, reports, data feeds
 - Data transfer (upload/download)
 - o Advance Search by any defined field
 - o Identification of missing data
 - Data Field updating/editing
 - Security/protection
 - o Permissions by user type
 - o Archive
 - Collaboration
 - Real-time communication including alerts and notifications
 - Simultaneous editing capabilities
 - Activity log
 - Data extraction capability applied to PowerClerk, project cover sheets and monthly partner reports detailing originations, projects, and loan/lease performance.
- Dashboard Management
 - Client defined snap-shots of projects and programs;
 - Drill-down capabilities to the project level
 - Lender/partner specific dashboards and access as necessary with differentiated access for each.
- Reporting
 - o Internal/external reporting
 - Customized reporting templates to address monthly originations, delinquency, status reports by lender, program and sector
 - Ad hoc report writing capability and extraction in client defined format (Excel, CSV, PDF)
 - Streamline data flow from client-subscribed third-party sources
- Audit Trail
 - All activities by all users are tracked and time stamped

Functionalities Cont.	Loading & Storage
Optional Functionality	Advanced Document Storage and Search Multi-level file folder structure per record Permission granting capability at the folder and document level Advanced search functionality across all documents housed on platform Data extraction from all documents

TERMS

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Initial Set Up Fee	Waived	
Base Licensing	Up to 500 Accounts: \$15,000 per month	
Fee	501-1000 Accounts: \$20,000 per month	
	1000-2000 Accounts: \$25,000 per month	
	2001+ Accounts: \$30,000 per month	
	All payment terms commence upon engagement	
Optional	Up to 500 Accounts: \$5,000 per month	
Functionality	501-1000 Accounts: \$6,000 per month	
	1000-2000 Accounts: \$7,000 per month	
	2001+ Accounts: \$8,000 per month	
	All payment terms commence upon engagement	
Initial Term of Contract	1 year	
	1 year at base licensing for	
Extension 1	1 year at base licensing fee	
Extension 2	3 years with 5% Escalation based on monthly fee at time of contract expiry applicable for full term of extension	

Delivery Time	Platform to go live within 3 months of engagement and initial design approval
Early Termination	Should Metis not deliver the platform to CEFIA's specifications within 120 days, CEFIA has the right to terminate the contract, with 30 day notice, within six months of engagement date.
Number of Users	Unlimited
Storage Capacity	Unlimited
Data/Document Archive	Included in Terms of Agreement and all extensions
Customer/Tech Support	Included