File No. 161320 Committee Item No. 2
Board Item No. 6

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee **Date** February 9, 2017

Board of Supervisors Meeting **Date** February 28, 2017

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OTHER **(Use back side if additional space is needed)**

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Completed by: Linda Wong **Date** February 3, 2017
Completed by: Linda Wong **Date** February 21, 2017

[Accept and Expend Grant - Prospect Silicon Valley - MarketZero Project - $150,000]

Resolution retroactively authorizing the Department of the Environment to accept and expend grant funds from Prospect Silicon Valley in the amount of $150,000 to perform stakeholder engagement and knowledge transfer for the MarketZero project to bring an existing local grocery store to near net-zero energy over the term of May 17, 2016, through March 31, 2020.

WHEREAS, The City and County of San Francisco Board of Supervisors has adopted greenhouse gas emissions reduction goals and local requirements for new buildings to become more energy-efficient than required by state building code; and

WHEREAS, The State of California has adopted goals that by 2030 all new commercial buildings and half of all existing commercial buildings be net zero energy; and

WHEREAS, Grocery stores have among the highest energy use intensity of commercial buildings types; and

WHEREAS, Grocery stores in California represent three percent of existing commercial building square footage and 6.7 percent of existing commercial building energy consumption; and

WHEREAS, Existing research of potential energy savings in grocery stores has been based on theoretical modeling rather than real-world measurement; and

WHEREAS, After a competitive process the California Energy Commission has awarded $2,999,591 to Prospect Silicon Valley to implement MarketZero, a project to design and execute a real-world retrofit of an existing Whole Foods Market grocery store in San Francisco to achieve near net-zero energy use with a focus on energy efficiency; and

WHEREAS, This project will be a real-world demonstration of a feasible and scalable pathway to net zero energy in one branch of a national grocery chain; and

WHEREAS, The project partners are Prospect Silicon Valley, ARUP, Lawrence Berkeley National Laboratory, and Whole Foods Market, comprising a group of national leaders in advanced building design, new energy-efficient technologies, and grocery store operations; and

WHEREAS, The Department of Environment, through its existing energy efficiency programs for commercial sectors, maintains relationships with diverse stakeholders that enable knowledge transfer; and

WHEREAS, The term of this grant is from May 17, 2016, to March 31, 2020; and

WHEREAS, The grant does not require an Annual Salary Ordinance (ASO) amendment; and

WHEREAS, A request for retroactive approval is being sought because the Department of the Environment needed time to finalize grant terms; and

WHEREAS, The budget includes indirect costs of $48,266; now, therefore, be it

RESOLVED, That the Board of Supervisors authorizes the Director of the Department of the Environment to retroactively accept and expend a grant in the amount of $150,000 from Prospect Silicon Valley to provide knowledge transfer for the MarketZero project in San Francisco.

Recommended:

Approved: _____
Mayor
for

_____
Department Head
for Deborah Raphael

Approved: _____
for Controller, Grant Division

File Number: _____ 220371 / EVMKTZ-17
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: MarketZero

2. Department: Department of the Environment

3. Contact Person: Rachel Buerkle Telephone: 415-355-3704

4. Grant Approval Status (check one):
   [X] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: $150,000

6a. Matching Funds Required: $ 0
b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: California Energy Commission

b. Grant Pass-Through Agency (if applicable): Prospect Silicon Valley

8. Proposed Grant Project Summary: This grant will support the Department of Environment in knowledge transfer activities that educate diverse stakeholders, engage the community, and encourage replication for the design and installation of numerous energy system upgrades to the existing Noe Valley Whole Foods Market and bring the facility to near net-zero energy use. Prospect Silicon Valley is the project manager and recipient of the overall California Energy Commission grant from which $150,000 is being granted to the Department of the Environment for the above noted activities. Subcontractors include Whole Foods Market, Arup, Lawrence Berkeley National Laboratory, and the City and County of San Francisco, led by the Department of the Environment. The overall MarketZero project includes assessment of new energy-efficient technologies, design and construction, data collection and analysis, evaluation of project benefits, and knowledge transfer.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: 05/17/2016 End-Date: 03/31/2020

10a. Amount budgeted for contractual services: $0
b. Will contractual services be put out to bid? N/A
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? N/A

d. Is this likely to be a one-time or ongoing request for contracting out? N/A

11a. Does the budget include indirect costs? [X] Yes [ ] No

b1. If yes, how much? $ 48,266

b2. How was the amount calcu. .d? Based on Department of Environ. .nt overhead and indirect.

c1. If no, why are indirect costs not included?
[ ] Not allowed by granting agency [ ] To maximize use of grant funds on direct services
[ ] Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs?

12. Any other significant grant requirements or comments:

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

[x] Existing Site(s) [x] Existing Structure(s) [ ] Existing Program(s) or Service(s)
[ ] Rehabilitated Site(s) [ ] Rehabilitated Structure(s) [x] New Program(s) or Service(s)
[ ] New Site(s) [ ] New Structure(s)

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments: All of the facilities are privately owned facilities of various types of buildings in both the residential and commercial sectors. Staff will make site visits to perform site assessments.

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Claudia Molina, Departmental ADA Coordinator, Payroll Personnel Clerk

Date Reviewed: _____ Claudia Molina
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Deborah O. Raphael, Director, Department of the Environment

Date Reviewed: 11/3/16 Deborah O. Raphael
(Signature Required)

City and County of San Francisco, - Department of the Environment			
MarketZero: Zero Net Energy Supermarket-Accept and Expend			
			ABAG
Personnel			
	5644 Principal Environmental Specialist; 5642 Sr. Environmental Specialist; 5640 Environmental Specialists; 5638 Environmental Assistant; 9922 Administrative Analyst	Administration, project implementation, knowledge transfer activities	$101,734
		Sub-Total Personnel	**$101,734**
Non Personnel Services			
	Travel		$0
	Equipment		$0
	Materials & Supplies		$0
	Subcontracts		$0
		Sub-Total Contract/ Other	**$0**
Indirect			**$48,266**
		Grand Total	**$150,000**

PROSPECT Silicon Valley

SF Environment

MarketZero: Taking an existing grocery store to scalable near-ZNE

SUBCONTRACTOR AGREEMENT BETWEEN PROSPECT SILICON VALLEY AND CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF THE ENVIRONMENT

This Sub-Recipient Agreement is made and entered into as of the Effective Date by and between Prospect Silicon Valley (ProspectSV), a California public benefit corporation, and the City and County of San Francisco, a California local government, through its Department of the Environment ("SFE").

RECITALS

A. In November 2015, ProspectSV submitted an application to the California Energy Commission (CEC) for funding in collaboration with Whole Foods Market, Arup, Lawrence Berkeley National Lab, and SFE;

B. The proposal for the project titled "MarketZero: Taking an existing grocery store to scalable near-ZNE" ("MarketZero") was submitted in response to solicitation GFO 15-308 titled "Reducing Costs for Communities and Businesses Through Integrated Demand-Side Management and Zero Net Energy Demonstrations";

C. The CEC issued a Notice of Award dated December 28, 2015 stating that ProspectSV had been awarded grant funds in the amount of $ 2,999,591 to implement an advanced solar, storage and energy management project described in the application;

D. Effective on May 17, 2016, ProspectSV accepted the Award for itself and on behalf of the project partners and entered into CEC Grant Agreement # EPC-15-041 (CEC Grant Agreement) with the CEC;

E. As prime contractor, ProspectSV will serve as the fiscal agent and project manager for the project as well as provide other services as specified in the CEC Grant Agreement. Other partner roles include Whole Foods Market, site host for the system to be installed; ARUP, provider of building technology design; Lawrence Berkeley National Lab, provider of technical analytics; and SFE, provider of local process assistance and outreach.

F. ProspectSV and SFE desire to establish and/or acknowledge the governing rules, regulations, terms and conditions for SFE's participation in the MarketZero project.

NOW THEREFORE, based upon the foregoing recitals, ProspectSV and SFE further agree as follows:

1.0 APPLICABLE DOCUMENTS

1.1 **CEC Contract:** The terms and conditions of that CEC Grant Agreement entered into by and between CEC and ProspectSV and attached as Attachment 3, are incorporated by reference into this Sub-Recipient Agreement as if fully set forth herein. Please note that

Exhibit C, Terms and Conditions, identifies terms and conditions that are binding on SFE and all sub-recipients, not otherwise repeated or highlighted in this Sub-Recipient Agreement.

Attachment 3: **CEC Grant Agreement No. EPC-15-041** (including the following exhibits):

Exhibit A1:	Scope of Work
Exhibit A2:	Schedule of Products and Due Dates
Exhibit B:	Budget
Exhibit C:	Terms and Conditions
Exhibit D:	Contacts List
Exhibit E:	Approved Grant Letter

1.2 **Scope of Work:** SFE agrees to manage all aspects of work as detailed in Attachment 1 hereby incorporated into this Sub-Recipient Agreement. The Scope of Work shall be referred to herein as "Work."

1.2.1 If any description of the work or responsible party listed in Attachments 1 and 2 is identified as being in conflict with any portion of CEC Terms and Conditions, Work, schedule or budget, the CEC documents shall take precedence.

1.3 **Entire Agreement**: This Sub-Recipient Agreement and the CEC Grant Agreement, together with any annexes, schedules, appendices, indexes and exhibits thereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

2.0 TERM OF AGREEMENT

This Sub-Recipient Agreement shall commence as of May 17, 2016, and continue until March 31, 2020, or until terminated by the CEC pursuant to the terms of the superior Grant Agreement between CEC and ProspectSV.

3.0 SUBAWARD AMOUNT AND PAYMENT PROTOCOLS

3.1 **Maximum Sub-Award Payment Amount:** Under the terms of the CEC Grant Agreement, ProspectSV will disburse a portion of the Award to SFE for carrying out its responsibilities as part of the MarketZero Project as described in the Attachments.

3.1.1 The maximum amount to be funded by the CEC and disbursed through ProspectSV to SFE shall be no more than one hundred and fifty thousand ($150,000) (Subaward Amount).

3.1.2 ProspectSV reserves the right, if necessary, to reallocate funds with CEC approval to meet the objectives of the project. Such reallocations will be in consultation with SFE and apply only to remaining funds. Funds for completed work, invoiced and uninvoiced, will be disbursed to SFE if received from the CEC.

3.2 **Monthly Invoicing**: SFE shall submit invoices no more frequently than once per month. Invoices will describe the type and quantity of equipment ordered, construction completed, and services performed during the invoice period. Billing will reflect

completed deliverables and SFE staff hours billed. Invoices will include copies of invoices for purchased subcomponents and services from third-parties. All reported expenses and invoices must be based on auditable actual expenses. Expenses to be reimbursed must be less than or equal to the approved budget for SFE. All match funded documentation for the period will also be submitted with billings as specified in 5.4.

3.3 **Retention**: The CEC Grant Agreement provides for retention of ten percent (10%) of each disbursement and for payment of the retention upon completion of the MarketZero Project. SFE acknowledges that ProspectSV will subject each of SFE invoices to the ten percent (10%) retention and that, prior to the project end date, SFE must submit a letter stating that it has completed its portion of the MarketZero Project and requesting payment of the retention. ProspectSV will pay the retention within 15 days upon receipt of same from the CEC.

3.4 **Payment Schedule**: ProspectSV will review all invoices submitted and approve or disapprove each invoice in total, or in part, as the case may be, within fifteen (15) business days of receipt. ProspectSV will promptly forward all approved invoices to CEC for disbursement. The schedule for preparation, review, and submission of invoices shall be as follows:

Invoicing & Disbursement Steps	Date
1. SFE submits invoices from previous month's activities with backup documentation to ProspectSV	By 5th of month
2. ProspectSV reviews invoices and documentation, queries SFE as necessary to clarify or amend documentation	By 10th of month
3. SFE responds to any requests for clarification	By 17th of month
4. ProspectSV submits approved SFE invoices and documentation to CEC	By 20th of month
5. CEC disburses funds to ProspectSV (less 10% retention)	Est. 60-120 days
6. ProspectSV disburses funds to SFE	Within 30 days following receipt from CEC

3.5 Disbursement Follows CEC: SFE acknowledges that payment of invoices will follow receipt of those funds by ProspectSV from the CEC. ProspectSV will provide payment of invoices for which CEC funds are received, within 30 days of receipt of said funds.

3.6 **Financial Management and Prevailing Wage**: By accepting this sub-award, SFE shall be fully responsible for complying with CEC Grant Agreement terms specified therein and all California public works requirements during the term specifically in relation to the MarketZero Project as provided in this Agreement including but not limited to payment of prevailing wage, keeping accurate payroll records, complying with all working hour requirements and apprenticeship obligations and all funds management requirements.

4.0 PROSPECTSV OBLIGATIONS

4.1 **Fiscal Agent:** ProspectSV will disburse CEC Award funds as required or permitted by the CEC Grant Agreement. Notwithstanding the foregoing, ProspectSV is not obligated to disburse any funds to SFE unless and until such are authorized and disbursed from CEC to ProspectSV.

4.2 **Program Lead:** ProspectSV will coordinate the activities of SFE and project partners so as to implement the MarketZero Project in accordance with the terms of the CEC Grant Agreement.

4.3 **Notification:** ProspectSV will promptly notify SFE of any notices given or actions taken by the Energy Commission if such notices or actions are likely to affect SFE's performance, duties, obligations or funding under this Sub-Recipient Agreement. To the extent practicable, ProspectSV will consult with SFE in carrying out ProspectSV's responsibilities.

4.4 **Confidential Information.** In the course of performing the work, ProspectSV may have access to confidential information of SFE and/or its clients, partners, subcontractors or affiliates, including but not limited to product and service development information, new product and service information, production and delivery/or schedules, information concerning clients or potential clients, identifying information about students or potential students and other financial or business information. ProspectSV acknowledges that all such confidential information is, as between the parties to this Sub-Recipient Agreement, the sole and exclusive property of SFE and/or its clients, partners, subcontractors or affiliates. ProspectSV will not, during the term of this Sub-Recipient Agreement or at any time thereafter, disclose or use any such confidential information other than to the extent necessary to perform the Work in accordance with this Sub-Recipient Agreement or as required by law or legal process. The foregoing obligation to refrain from using confidential information and to keep confidential information secret and confidential shall survive the termination and expiration of this Sub-Recipient Agreement.

5.0 SFE OBLIGATIONS

5.1 **Compliance with CEC Grant Agreement Terms and Conditions:** SFE is, and at all times will continue to be, in full compliance with the terms and conditions of the CEC Grant Agreement that are applicable to it. SFE understands and agrees that for purposes of the foregoing, any requirements imposed upon ProspectSV as Recipient in the CEC Grant Agreement are hereby passed-through and adopted by SFE as obligations of SFE, excepting only ProspectSV's obligations as defined in section 4 and those obligations under the CEC Grant Agreement that by their nature may only be performed by ProspectSV.

5.2 **Compliance with Subaward Agreement:** Without limiting subsection 5.1, SFE shall comply with the scope of any and all authorizations, limitations, exclusions, and/or exceptions for use of the Subaward Amount; and

5.3 **Compliance with Attachments 1 and 2:** SFE shall carry out all the tasks set forth in Attachments 1 and 2 as they may be amended or modified.

5.4 **Energy Commission Right to Modification:** SFE acknowledges that pursuant to the CEC Grant Agreement, the CEC has the right to modify tasks and budgets and to approve changes in personnel, subcontractors and vendors through ProspectSV. In the event of any CEC-mandated change, ProspectSV will make all reasonable efforts to secure full CEC reimbursement for all authorized program-related work performed up until the time of the CEC-mandated change. ProspectSV and SFE shall comply with any requirements imposed as a result of CEC's exercise of such rights.

5.5 **CEC Grant Agreement:** SFE shall not cause ProspectSV to be in violation of the CEC Grant Agreement, whether by act or omission.

5.6 **Insurance.** The City and County of San Francisco (CCSF) shall comply with each of the requirements of this section with the use of its self-insurance program. CCSF is also responsible for its Subcontractors maintaining sufficient limits of the appropriate insurance coverage.

5.6.1 Workers' Compensation and Employer's Liability Insurance, with limits of not less than $500,000 and such additional coverages as may be required by any Employee Benefits Act or other statutes applicable where the work is to be performed;

5.6.2 Comprehensive General Liability Insurance (including coverage against bodily injury or death, property damage and contractual liability and also including explosion and collapse coverage) in an amount not less than $2,000,000 combined single limit; and

5.6.3 Automobile liability Insurance, including the ownership, maintenance and operation of any automotive equipment owned, hired and non-owned insuring against bodily injury and property damage liability in an amount of not less than $1,000,000 per occurrence.

5.6.4 SFE will provide to ProspectSV evidence of insurance with sufficient coverage to meet the requirements detailed in this agreement.

5.6.5 CCSF will require all of SFE subcontractors to be insured against claims arising out of or relating to their performance of any of SFE's duties under this Agreement.

5.7 **Confidential Information.** In the course of performing the contracted services, SFE may have access to confidential information of ProspectSV and/or its clients, partners, subcontractors or affiliates, including but not limited to product and service development information, new product and service information, production and delivery/or schedules, information concerning clients or potential clients, and other financial or business information. SFE acknowledges that all such confidential information is, as between the parties to this Sub-Recipient Agreement, the sole and exclusive property of ProspectSV and/or its clients, partners, subcontractors or affiliates. SFE shall not, during the term of this Sub-Recipient Agreement or at any time thereafter, disclose or use any such confidential information other than to the extent necessary to perform the Work in accordance with this Sub-Recipient Agreement or as required by law or legal process. The

foregoing obligation to refrain from using confidential information and to keep confidential information secret and confidential shall survive the termination and expiration of this Sub-Recipient Agreement for three years.

5.8 **Applicability of Federal, State, and Local Law:** SFE shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time. Any such laws, rules, regulations, ordinances, and directives required thereby to be included in this Sub-Recipient Agreement are incorporated herein by reference.

6.0 INDEPENDENT CONTRACTOR

It is agreed and understood that SFE shall perform services under this Sub-Recipient Agreement as an independent contractor and not as an employee or agent of ProspectSV. Nothing in this Sub-Recipient Agreement is intended to, or should be construed to create a partnership, agency, joint venture or employment relationship.

7.0 INDEMNIFICATION AND INELIGIBLE CLAIMS

7.1 Notwithstanding any provision to the contrary, SFE agrees to indemnify, defend, and hold harmless the ProspectSV, and their respective elected and appointed officers, employees, and agents from and against liability resulting from SFE's actively negligent, grossly negligent or willful misconduct arising from and/or relating to the CEC Grant Agreement or this Sub-Recipient Agreement.

7.2 SFE understands and agrees that it is solely responsible for any and all of the Subaward Amount that the Energy Commission determines to be ineligible under the CEC Grant Agreement. Immediately upon request by Energy Commission or ProspectSV, SFE shall return any funds that have been disbursed to the extent that their use has been disallowed.

8.0 TERMINATION

8.1 SFE acknowledges that pursuant to section 17 of Exhibit C to the CEC Grant Agreement, the Energy Commission has the right to terminate the CEC Grant Agreement in accordance with its terms.

8.2 Upon termination of the CEC Grant Agreement, this Subcontract shall terminate effective the same date as the CEC Grant Agreement and in accordance with the terms and conditions for the termination of the CEC Grant Agreement.

9.0 NOTICES AND ADMINISTRATIVE CONTACTS

9.1 All notices or notifications under this Sub-Recipient Agreement shall be in writing addressed to the persons set forth in this section 9.0

9.2 All notices or notifications to ProspectSV shall be sent to:

For ProspectSV:

To: Douglas Davenport, Executive Director
Addr: 1608 Las Plumas Ave., San Jose, CA 95133
Email: doug.davenport@prospectsv.org

For SFE:

To: Cal Broomhead, Climate and Energy Manager
Addr: 1455 Market St, Suite 1200, San Francisco, CA 94103
Email: cal.broomhead@sfgov.org

10.0 AMENDMENTS AND CHANGES

Except for changes described in subsections 5.4 and 8.0, this Sub-Recipient Agreement may be changed only by a written amendment duly signed by ProspectSV and SFE.

11.0 ASSIGNMENT AND DELEGATION

SFE shall not assign its rights or delegate its duties under this Sub-Recipient Agreement. Any attempted assignment or delegation shall be null and void, and constitute a material breach of this Sub-Recipient Agreement.

12.0 GOVERNING LAW AND VENUE

This Sub-Recipient Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. SFE further agrees and consents that the venue of any action brought between SFE and ProspectSV shall be exclusively in the County of Santa Clara.

13.0 VALIDITY AND SEVERABILITY

If any provision of this Sub-Recipient Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Sub-Recipient Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

14.0 NO WAIVER

No waiver by either party of any event of breach and/or breach of any provision of this Sub-Recipient Agreement shall constitute a waiver of any other event of breach and/or breach. Either party's non-enforcement at any time, or from time to time, of any provision of this Sub-Recipient Agreement shall not be construed as a waiver thereof.

15.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

15.1 SFE shall maintain accurate and complete financial records of its activities and operations relating to this Sub-Recipient Agreement in accordance with the CEC Grant Agreement and generally accepted accounting principles.

15.2 SFE agrees that ProspectSV, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Sub-Recipient Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and relevant proprietary data and information, shall be kept and maintained by SFE and shall be made available to ProspectSV during the term of this Sub-Recipient Agreement and for a period of three (3) years thereafter unless ProspectSV's written permission is given to dispose of any such material prior to such time.

15.3 SFE shall deliver all materials described in subsection 15.2 and specified by ProspectSV to a location to be determined by ProspectSV. SFE shall bear its own costs and expenses in this regard. However, SFE shall not be responsible for the costs or expenses incurred by ProspectSV to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Sub-Recipient Agreement.

15.4 If an audit of SFE is conducted specifically regarding this Sub-Recipient Agreement by any Federal or State auditor, or by any auditor or accountant employed by SFE or otherwise, then SFE shall file a copy of such audit report with ProspectSV within thirty (30) days, unless otherwise provided by applicable Federal or State law or under this Sub-Recipient Agreement.

15.5 Failure of SFE to comply with this section 15 shall constitute a material breach of this Sub-Recipient Agreement, upon which ProspectSV may terminate or suspend under section 9.0 (Termination for Default).

16.0 AUTHORIZATION WARRANTY

SFE represents and warrants that the person executing this Sub-Recipient Agreement on its behalf is an authorized agent who has actual authority to bind SFE to each and every term, condition, and obligation herein.

END OF BASE DOCUMENT
SIGNATURE PAGE TO FOLLOW

AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, the City and County of San Francisco Department of the Environment, (SFE) has duly executed this Sub-Recipient Agreement, or caused it to be duly executed, by its Director; and the Prospect Silicon Valley (ProspectSV) has caused this Sub-Recipient Agreement to be duly executed on its behalf by its Executive Director.

Prospect Silicon Valley

By _____ Date November 1, 2016

Doug Davenport, Executive Director

Address: 1608 Las Plumas Avenue, San Jose, CA 95133
Phone: 415-867-7498
Email: doug.davenport@prospectsv.org

City and County of San Francisco

By _____ Date 11/3/16

Deborah Raphael, Director

Address: 1455 Market St, Suite 1200, San Francisco, CA 94103
Phone: 415-355-3701
Email: deborah.raphael@sfgov.org

ATTACHMENT 1 – RESPONSIBILITIES UNDER THE SCOPE OF WORK

SFE will provide services as follows, as governed by the Agreement in Exhibit B specifically in the Scope of Work (SOW). Specific requirements for SFE under the SOW are:

TASK 1: GENERAL PROJECT TASKS

- **1.1 Products:** Submit any required reporting documents for the CEC in the formats specified by the CEC.
- **1.2 – 1.4 Meetings**: Provide any reasonable information requested by ProspectSV for the Kickoff Meeting with the CEC. Participate in Critical Project Review meetings if requested by ProspectSV or the CEC
- **1.5, 1.6 & 1.7 Reports, Invoices & Match**: Provide timely information necessary for CEC reports. This includes a) narrative of project progress; b) invoices of expenditures including staff hours with fringe and overhead and invoices of other service and hard costs not to exceed budgeted amounts; and c) match funding expended with staff hours and invoices on hard costs.
- **1.9 Subcontracts**: Provide copies of subcontracts and ensure they include requisite flow-down terms and conditions.
- **1.10 & 1.11 Technical Advisory Committee (TAC)**: Recommend potential TAC participants, assist with vetting TAC participants, and participate in TAC meetings.

TASK 2: DESIGN AND CONSTRUCTION

- Manage all aspects of SFE internal and external stakeholders to ensure execution of the project.
- Participate actively and in good faith in the design of the building upgrades to ensure a design that both meets the project objectives and SFE requirements.
- Provide assistance on project permitting to ensure timely completion of permits including where appropriate waivers to address the forward-looking technologies and strategies to be implemented as per the core objectives of the project.
- Support the production of other work products as needed.

TASK 3: DATA COLLECTION AND ANALYSIS

Support the production of relevant data collection for CEC reporting.

TASK 4 EVALUATION OF PROJECT BENEFITS

Support the review of project benefits for CEC reporting.

TASK 5 TECHNOLOGY/KNOWLEDGE TRANSFER ACTIVITIES

- Lead development of knowledge transfer plan section in relation to internal and external stakeholders within the city of San Francisco.
- Lead execution of knowledge transfer activities in relation to internal and external stakeholders within the city of San Francisco.
- Co-lead with ProspectSV on all CEC products identified as owned by "ProspectSV & SFE" in the Work Products (Exhibit 2)

OTHER

- Provide expertise, information and other reasonable support to ensure the success of the project.

Task/ S	Subtask	Product(s)	Lead	Due Date	Product Description
1	General Project Tasks				
1.2	Products	Updated Project Schedule (if applicable)	ProspectSV	7 days after determinatio n of need to update	Attend a "Kick-off" meeting with the CAM, the Commission Agreement Officer (CAO), and any other Energy Commission staff relevant to the Agreement. The Recipient will bring its Project Manager and any other individuals designated by the CAM to this meeting. The administrative and technical aspects of the Agreement will be discussed at the meeting.
1.2	Kick-off meeting	Updated List of Match Funds (if applicable)	ProspectSV	determinatio n of need to	Provide an Updated List of Match Funds as needed to reflect any changes in the documents.
1.2	Kick-off meeting	Updated List of Permits (if applicable)	ProspectSV	determinatio n of need to	Provide an Updated List of Permits as needed to reflect any changes in the documents.
1.2	Kick-off meeting	Kick-off Meeting Agenda	CAM		
1.3	CPR Meeting #1	CPR MEETING #1	ProspectSV	5/1/2017	The goal of this subtask is to determine if the project should continue to receive EnergyCommission funding, and if so whether any modifications must be made to the tasks, products,schedule, or budget. CPR meetings provide the opportunity for frank discussions between the Energy Commission and the Recipient. As determined by the CAM, discussions may include project status, challenges, successes, advisory group findings and recommendations, finalreport preparation, and progress on technical transfer and production readiness activities
1.3	CPR Meeting #1	CPR Report	ProspectSV	4/16/2017	Prepare a CPR Report for each CPR meeting that: (1) discusses the progress of the Agreement toward achieving its goals and objectives; and (2) includes recommendations and conclusions regarding continued work on the project.
1.3	CPR Meeting #1	Task Product	ProspectSV	4/16/2017	Submit the CPR Report along with any other Task Products that correspond to the technical task for which the CPR meeting is required (i.e., if a CPR meeting is requiredfor Task 2, submit the Task 2 products along with the CPR Report).
1.3	CPR Meeting #1	CPR Agenda	CAM		The CAM shall send the recipient a CPR Agenda.
1.3	CPR Meeting #1	List of Expected CPR Participants	CAM		The CAM shall send the recipient a List of Expected CPR Participants.
1.3	CPR Meeting #1	Schedule for Progress Determination	CAM		Conduct and make a record of each CPR meeting. Provide the Recipient with a Schedule for Providing a Progress Determinationon continuation of the project.
1.3	CPR Meeting #2	Progress Determination	CAM		Provide the Recipient with a Progress Determination on continuation of the project, in accordance with the schedule. The Progress Determination may include a requirement that the Recipient revise one or more products.
1.3	CPR Meeting #2	CPR MEETING #2	ProspectSV	5/1/2018	The goal of this subtask is to determine if the project should continue to receive Energy Commission funding, and if so whether any modifications must be made to the tasks, products,schedule, or budget. CPR meetings provide the opportunity for frank discussions between the Energy Commission and the Recipient. As determined by the CAM, discussions may include project status, challenges, successes, advisory group findings and recommendations, finalreport preparation, and progress on technical transfer and production readiness activities
1.3	CPR Meeting #2	CPR Report	ProspectSV	4/16/2018	Prepare a CPR Reportfor each CPR meeting that: (1) discusses the progress of the Agreement toward achieving its goals and objectives; and (2) includes recommendations and conclusions regarding continued work on the project.
1.3	CPR Meeting #2	Task Product	ProspectSV	4/16/2018	Submit the CPR Report along with any other Task Products that correspond to the technical task for which the CPR meeting is required (i.e., if a CPR meeting is requiredfor Task 2, submit the Task 2 products along with the CPR Report).
1.3	CPR Meeting #2	CPR Agenda	CAM		The CAM shall send the recipient a CPR Agenda.
1.3	CPR Meeting #2	List of Expected CPR Participants	CAM		The CAM shall send the recipient a List of Expected CPR Participants.
1.3	CPR Meeting #2	Schedule for Progress Determination	CAM		Conduct and make a record of each CPR meeting. Provide the Recipient with a Schedule for Providing a Progress Determinationon continuation of the project.
1.3	CPR Meeting #2	Progress Determination	CAM		Provide the Recipient with a Progress Determination on continuation of the project, in accordance with the schedule. The Progress Determination may include a requirement that the Recipient revise one or more products.
1.4	Final Meeting	Final Meeting	ProspectSV	2/26/2020	Meet with Energy Commission staff to present project findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement. This meeting will be attended by the Recipient and CAM, at a minimum
1.4	Final Meeting	Final Meeting Agreement Summary (if applicable)	ProspectSV	3/4/2020	Prepare aFinal Meeting Agreement Summarythat documents any agreement made between the Recipient and Commission staff during the meeting.
1.4	Final Meeting	Schedule for Completing Agreement Closeout Activites	ProspectSV	3/4/2020	Prepare a Schedule for Completing Agreement Closeout Activities.
1.4	Final Meeting	All Draft and Final Written Products	ProspectSV	3/4/2020	Provide All Draft and Final Written Products on a CD-ROM or USB memory stick,organized by the tasks in the Agreement.
1.5	Progress Reports and Invoices	Progress Reports	ProspectSV	after the first of each	The goals of this subtask are to: (1) periodically verify that satisfactory and continued progressis made towards achieving the project objectives of this Agreement
1.5	Progress Reports and Invoices	Invoices	ProspectSV	after the first of each	Ensure that invoices contain all required information and are submitted in the appropriate format.
1.6.1	Final Report Outline	Draft Final Report Outline	ProspectSV	9/2/2019	Prepare a Final Report Outline in accordance with theStyle Manualprovided by the CAM. (See Task 1.1 for requirements for draft and final products.)
1.6.1	Final Report Outline	Final Report Outline	ProspectSV	determined by CAM	Prepare a Final Report Outline in accordance with the Style Manual provided by the CAM. (See Task 1.1 for requirements for draft and final products.)
1.6.1	Final Report Outline	Style Manual	CAM		
1.6.1	Final Report Outline	Comments on Draft Final Report Outline	CAM		
1.6.1	Final Report Outline	Approval of Final Report Outline	CAM		
1.6.2	Final Report	Draft Final Report	ProspectSV	11/2/2019	Submit a draft of the report to the CAM for review and comment. The CAM will provide written comments to the Recipient on the draft product within 15 days of receipt.
1.6.2	Final Report	Final Report	ProspectSV	1/20/2020	Prepare a Final Report for this Agreement in accordance with the approved Final Report Outline, Style Manual, and Final Report Template provided by the CAM.
1.6.2	Final Report	Comments on Draft Final Report	CAM		

1.7	Match Funds	Match Funds Status Letter	ProspectSV	2 days prior to the kick-off meeting	Prepare a Match Funds Status Letterthat documents the match funds committed to this Agreement. If no match funds were part of the proposal that led to the Energy Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state this in the letter.
1.7	Match Funds	Supplemental Match Notification Letter (if applicable)	ProspectSV	10 days after receipt of additional	Provide a Supplemental Match Funds Notification Letterto the CAM of receipt of additional match funds.
1.7	Match Funds	Match Funds Reduction Notification Letter (if applicable)	ProspectSV	11 days after receipt of additional	Provide a Match Funds Reduction Notification Letterto the CAM if existing match funds are reduced during the course of the Agreement. Reduction of match funds may trigger a CPR meeting.
1.8	Permits	Permit Status Letter	ProspectSV	2 days prior to the kick-off meeting	Prepare a Permit Status Letter that documents the permits required to conduct this Agreement. If no permits are required at the start of this Agreement, then state this in the letter. If permits will be required during the course of the Agreement, provide in the letter: o A list of the permits that identifies: (1) the type of permit; and (2) the name, address, and telephone number of the permitting jurisdictions or lead agencies. o The schedule the Recipient will follow in applying for and obtaining the permits.
1.8	Permits	Updated List of Permits (if applicable)	ProspectSV	10 days after determinatio	If during the course of the Agreement additional permits become necessary, then provide the CAM with an Updated List of Permits(including the appropriate informationon each permit) and anUpdated Schedule for Acquiring Permits.
1.8	Permits	Updated Schedule for Acquiring Permits (if applicable)	ProspectSV	11 days after determinatio	If during the course of the Agreement additional permits become necessary, then provide the CAM with anUpdated List of Permits(including the appropriate informationon each permit) and anUpdated Schedule for Acquiring Permits.
1.8	Permits	Copy of Each Approved Permits (if applicable)	ProspectSV	receipt of each permit	Send the CAM a Copy of Each Approved Permit.
1.9	Subcontracts	Sub-Agreement (PSV/Whole Foods)	ProspectSV	determined by CAM	
1.9	Subcontracts	Sub-Agreement (PSV/LBNL)	ProspectSV	determined by CAM	
1.9	Subcontracts	Sub-Agreement (PSV/SF Environment)	ProspectSV	determined by CAM	
1.9	Subcontracts	Sub-Agreement (PSV/Arup)	ProspectSV	determined by CAM	
1.1	Technical Advisory Committee (TAC)	List of Potential TAC Members	ProspectSV	2 days prior to kick-off meeting	Prepare a List of Potential TAC Membersthat includes the names, companies, physical and electronic addresses, and phone numbers of potential members. The list will be discussed at the Kick-off meeting, and a schedule for recruiting members and holding the first TAC meeting will be developed.
1.1	Technical Advisory Committee (TAC)	List of TAC Members	ProspectSV	the finalization	Prepare a List of TAC Membersonce all TAC members have committed to serving on the TAC.
1.1	Technical Advisory Committee (TAC)	Documentation of TAC Member Commitment	ProspectSV	receipt of the	Submit Documentation of TAC Member Commitment(such as Letters of Acceptance) from each TAC member.
1.11	TAC Meetings	Draft TAC Meeting Schedule	PropsectSV	after kickoff meeting	Prepare a TAC Meeting Schedule that will be presented to the TAC members during recruiting. Revise the schedule after the first TAC meeting to incorporate meeting comments.
1.11	TAC Meetings	TAC Meeting #1 - Draft Agenda	PropsectSV	prior to each TAC	
1.11	TAC Meetings	TAC Meeting #1 - Back-up Materials	PropsectSV	prior to each TAC	
1.11	TAC Meetings	TAC Meeting #1 - Final Agenda	PropsectSV	7 days prior to each TAC	
1.11	TAC Meetings	TAC Meeting #1	PropsectSV	5/1/2018	
1.11	TAC Meetings	TAC Meeting #1 Summary	PropsectSV	10 days after TAC	Prepare TAC Meeting Summaries that include any recommended resolutions of major TAC issues.
1.11	TAC Meetings	Final TAC meeting Schedule	PropsectSV	after first TAC	
1.11	TAC Meetings	TAC Meeting #2 - Draft Agenda	PropsectSV	prior to each TAC	
1.11	TAC Meetings	TAC Meeting #2 - Back-up Materials	PropsectSV	prior to each TAC	
1.11	TAC Meetings	TAC Meeting #2 - Final Agenda	PropsectSV	7 days prior to each TAC	
1.11	TAC Meetings	TAC Meeting #2	PropsectSV	2/1/2019	
1.11	TAC Meetings	TAC Meeting #2 Summary	PropsectSV	10 days after TAC	Prepare TAC Meeting Summaries that include any recommended resolutions of major TAC issues.
2	**Design & Construction**				
2.1.	Site Investigation	Photographs of Major Building Energy Features	ARUP	9/8/2016	Prepare and provide Photographs of Major Building Energy Features documenting the current conditions of the building's energy using systems to be included in Site Report.
2.1.	Site Investigation	Site Investigation Report	ARUP	9/8/2016	Site Investigation Report - defines the current conditions of the building including building square footage and age of building, annual and monthly energy consumption (kilowatt-hours and therms), costs and applicable utility rate schedules, identification of major energy using equipment and systems, physical infrastructure (envelope and insulation and square footage), annual operating hours, and any other pertinent building information.
2.2.	New Technology and Strategy Identification	New Technology & Strategy Identification Report	PropsectSV	10/13/2016	Prepare and provide a New Technology and Strategy Identification Reportwhich will discuss the criteria for selection of new technologies and strategies, detail new technologies and strategies considered and the results of the screening, and include a detailed assessment of the estimated annual energy savings and benefits associated with the selected technologies and approaches appropriate for grocery stores and include all assumptions and calculations in an appendix. Final decisions on new technologies will be determined by design team and building owner.
2.3.	Design Phase	Owner's Project Requirements	WFM	8/25/2016	Prepare and provide an Owner's Project Requirementswhich specifies the owner's description of project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.

2.3.	Design Phase	Design Charrette Memo	ARUP	8/25/2016	Execute a design charrette with entire project team and prepare a Design Charrette Memothat summarizes the meeting and the findings and results of the initial design.
2.3.	Design Phase	Basis of Design	ARUP	12/1/2016	Prepare and provide a Basis of Design, which describes the technical approach and assumptions used to create the design. This deliverable includes Schematic Level (SD) Documents and Basis of Design (BOD) report and sketches as necessary.
2.3.	Design Phase	Final Measures Report	ARUP	10/20/2016	Produce the Final Measures Reportdetailing the specific measures to utilize in construction based on feedback from the design charrette and the building owner. Describes the measures analysed, energy savings, cost estimate, and cost-effectiveness of each, for the purposes of determining which measures to include in design.
2.3.	Design Phase	Draft Design Development Documents	ARUP	12/15/2016	Draft the Design Development Documentswhich provides preliminary layout out of mechanical, electrical, plumbing, structural, and architectural elements. To include updated BOD narrative, single-line plan drawings, schematics, and equipment schedules.
2.4.	Pre-Construction Activities	Final Design Development Documents	ARUP	1/26/2017	Produce the Design Development Documents which provides preliminary layout out of mechanical, electrical, plumbing, structural, and architectural elements.
2.4.	Pre-Construction Activities	Utility Incentive Application(s)	ARUP	2/22/2017	Prepare and provide a Utility Incentive Applicationto be submitted to the appropriate utility which will be the basis of utility's determination of the measures eligible for rebates.
2.4.	Pre-Construction Activities	Procurement Documentation	WFM	2/23/2017	Prepare and provide a Procurement Documentationwhich defines the scope and terms of the construction for a general contractor.
2.4.	Pre-Construction Activities	Copy of Construction Contract	WFM	4/13/2017	Develop and execute the Construction Contractwhich defines the legal obligations of the general contractor and owner for the project.
2.4.	Pre-Construction Activities	Design Drawings	ARUP	3/2/2017	as Title 24 documents and all documents required for permit application. To include updated BOD document, plan and elevation drawings, schematics, schedules, standard control sequences of operation, and specifications.
2.4.	Pre-Construction Activities	Control Sequences of Operation	LBL	3/2/2017	Prepare and provide a Control Sequences of Operationspecifying control strategies and algorithms and their implementation.
2.4.	Pre-Construction Activities	Construction Implementation Plan	WFM (constructio	3/2/2017	Detailed construction plan
2.5.	Construction	Construction Permits	WFM (constructio	6/15/2017	Provide proof that permits have been secured.
2.5.	Construction	Mid-Construction Summary Assessment	WFM (constructio	10/26/2017	Details progress, issues and project adjustments, if any.
2.5.	Construction	As-built Drawings	WFM (constructio	3/29/2018	As-Built Drawings(plumbing, mechanical, electrical and structural elements) which are updated systems drawings showing final constructed systems and as approved by the city.
2.5.	Construction	Substantial Completion Report	WFM (constructio	3/8/2018	Report to certify that the substantial work has been completed on a construction project in accordance with the contract and that the project has been approved by the city.
2.6.	Post-Construction Activities	Operations and Maintainence Guide	WFM (constructio	3/8/2018	Details the facilities maintenance requirements of the installed systems; may be a revision or addition to current WFM O&M documentation.
2.6.	Post-Construction Activities	Photographs of Major Components	ARUP	8/15/2019	Provide photographs of major installed systems.
3	**Data Collection and Analysis**				
3	Data Collection and Analysis	Commissioning, Measurement, and Verification Plan	LBL	3/2/2017	Details the specific approach to both commissioning of the MarketZero energy upgrade package and verification of its performance for a period of at least 12 months.
3	Data Collection and Analysis	Commissioning Report	LBL	6/14/2019	Details any/all issues discovered during Commissioning along with the corresponding resolutions taken.
3	Data Collection and Analysis	Measurement and Verification Report	LBL	8/15/2019	Details savings achieved utilizing utility meter data for whole building analysis and measure-by-measure verification utilizing International Performance Measurement and Verification Protocol.
3	Data Collection and Analysis	Performance Persistence Reccommendations	LBL	8/15/2019	Details strategy to ensure energy savings persistence to the building owner.
4	**Evaluation of Project Benefits**				
4	Evaluation of Project Benefits	Energy Upgrade Analysis	ProspectSV	8/15/2019	Details the overall benefits and weaknesses of the MarketZero package, its cost-benefit, and its potential impact with broader adoption.
4	Evaluation of Project Benefits	Kick-off Meeting Benefits Questionnaire	ProspectSV	5/30/2016	
4	Evaluation of Project Benefits	Mid-term Benefits Questionnaire	ProspectSV	9/29/2017	
4	Evaluation of Project Benefits	Final Meeting Benefits Questionnaire	ProspectSV	12/12/2019	
4	Evaluation of Project Benefits	Draft Initial Fact Sheet	ProspectSV & SF	5/30/2016	Prepare an Initial Fact Sheet at start of the project that describes the project. Use the format provided by the CAM.
4	Evaluation of Project Benefits	Final Initial Fact Sheet	ProspectSV & SF	6/15/2016	Prepare an Initial Fact Sheet at start of the project that describes the project. Use the format provided by the CAM.
5	**Knowledge Transfer Activities**				
5	Knowledge Transfer Activities	Draft Final Project Fact Sheet	ProspectSV & SF	8/12/2019	
5	Knowledge Transfer Activities	Final Project Fact Sheet	ProspectSV & SF	9/12/2019	Prepare a Final Project Fact Sheet at the project's conclusion that discusses results. Use the format provided by the CAM.
5	Knowledge Transfer Activities	Draft Presentation Materials	ProspectSV & SF	5/13/2019	
5	Knowledge Transfer Activities	Final Presentation Materials	ProspectSV & SF	6/13/2019	When directed by the CAM, develop Presentation Materialsfor an Energy Commission- sponsored conference/workshop on the results of the project.
5	Knowledge Transfer Activities	Draft Technology/Knowledge Transfer Plan	ProspectSV & SF	11/1/2016	
5	Knowledge Transfer Activities	Final Technology/Knowledge Transfer Plan	ProspectSV & SF	12/1/2016	
5	Knowledge Transfer Activities	Draft Technology/Knowledge Transfer Report	ProspectSV & SF	6/13/2019	
5	Knowledge Transfer Activities	Final Technology/Knowledge Transfer Report	ProspectSV & SFE		Prepare a Technology/Knowledge Transfer Reporton technology transfer activities conducted during the project.

Attachment 3 – CEC Grant Agreement # EPC-15-041

[attached]

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: The Department of the Environment

DATE: November 3, 2016

SUBJECT: Accept and Expend Resolution

GRANT TITLE: MarketZero

Attached please find the original and 4 copies of each of the following:

_X_ Proposed grant resolution; original signed by Department, Mayor, Controller

_X_ Grant information form, including disability checklist

_X_ Grant budget

____ Grant application

_X_ Grant award letter from funding agency

_ _ Other (Explain):

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Rachel Buerkle Phone:415-355-3704

Interoffice Mail Address:

Certified copy required Yes ☐ No X

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

OFFICE OF THE MAYOR
SAN FRANCISCO

EDWIN M. LEE

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Mayor Edwin M. Lee

RE: Accept and Expend Grant – Prospect Silicon Valley – MarketZero Project - $150,000

DATE: December 6, 2016

Attached for introduction to the Board of Supervisors is a resolution authorizing the Department of the Environment to retroactively accept and expend grant funds from Prospect Silicon Valley in the amount of $150,000 to perform stakeholder engagement and knowledge transfer for the MarketZero project to bring an existing local grocery store to near net-zero energy over the term of May 17, 2016 through March 31, 2020.

Should you have any questions, please contact Mawuli Tugbenyoh (415) 554-5168.

1 DR. CARLTON B. GOODLETT PLACE, ROOM 200
SAN FRANCISCO, CALIFORNIA 94102-4681
TELEPHONE: (415) 554-6141