

**Exhibit A**  
**SCOPE OF WORK**  
**San Francisco Department of the Environment**

**TECHNICAL TASK LIST**

| Task # | CPR | Task Name   |
|--------|-----|---|
| 1      |     | Administration  |
| 2      |     | Add Additional Datasets and Functionalities to Mapping Tool |
| 3      | X   | Establish the EV-Ombudsperson                               |
| 4      |     | Open 3 New Public Fast Charging Plazas                      |
| 5      |     | Electric Bike Program for App-Based Delivery Workers        |
| 6      |     | Outreach and Dissemination                                  |

**KEY NAME LIST**

| Task # | Key Personnel  | Key Subcontractor(s)                           | Key Partner(s)   |
|--------|--|--|--|
| 1      | Lowell Chu – SFE                                       | -  | -  |
| 2      | Nicole Appenzeller – SFE                               |  | Google & SFPUC   |
| 3      | Lowell Chu – SFE                                       | -  | EVgo, SFPUC  |
| 4      | Lowell Chu – SFE                                       | EVgo   | EVgo, PG&E & SFPUC   |
| 5      | Suzanne Loosen – SFE                                   | GRID Alternatives<br>Driver’s Seat Cooperative | SFMTA, SFPUC, GRID<br>Alternatives, Driver’s<br>Seat Cooperative |
| 6      | Lowell Chu, Suzanne Loosen,<br>Nicole Appenzeller -SFE | GRID Alternatives,                             | Google, SFPUC. SF<br>Clean Cities                                |

**GLOSSARY**

*Specific terms and acronyms used throughout this scope of work are defined as follows:*

| Term/ Acronym      | Definition   |
|--------------------|--|
| App-based Delivery | A service by which a consumer can order food or goods delivered via an application hosted by a third-party company.  |
| API                | Application Program Interface  |
| Beta-testing       | Field testing of the beta version of a software by testers outside of the company developing it and conducted prior to commercial release.   |
| BEV                | Battery Electric Vehicle   |
| Caltrans           | California Department of Transportation  |
| CAM                | Commission Agreement Manager   |
| CARB               | California Air Resources Board   |
| CBO                | Community Based Organization   |
| CCA                | Community Choice Aggregator  |
| CEQA               | California Environmental Quality Act – In San Francisco, environmental impact documents, agendas, and notices are filed with the Office of the County Clerk and are posted for 30 calendar days. |
| CleanPowerSF       | CleanPowerSF is San Francisco’s community choice aggregator, and it is a program of the SFPUC.   |
| CTP                | Clean Transportation Program   |
| CPR                | Critical Project Review  |

|                                |   |
|--------------------------------|---|
| CPUC                           | California Public Utilities Commission  |
| CVRP                           | Clean Vehicle Rebate Project promotes clean vehicle adoption in California by offering rebates of up to \$7,000 for the purchase or lease of new, eligible zero-emission vehicles, including electric, plug-in hybrid electric and fuel cell vehicles.  |
| DAC                            | Disadvantaged Communities are defined as communities scoring in the 50 <sup>th</sup> and greater percentile according to CalEnviroScreen 3.0.   |
| DPW                            | Department of Public Works is a public agency with many responsibilities including sidewalk and sidewalk vault maintenance and public street signage production and installation.   |
| E-Bike                         | Battery-electric Bicycle  |
| EIE                            | Environmental Insights Explorer   |
| EV                             | Electric Vehicle  |
| FCEV                           | Fuel Cell Electric Vehicle is a type of EV that primarily uses high pressure hydrogen stored in a fuel cell, instead of fuel tank, to power the vehicle's electric motor. A fuel cell has higher bursting capacity than a fuel tank.  |
| FTD                            | Fuels and Transportation Division   |
| GO-Biz                         | California Governor's Office of Business and Economic Development   |
| ICA                            | Integration Capacity Analysis is a digital map designed, maintained and updated by PG&E to assist contractors, developers and other stakeholders to find information on potential project sites for distributed energy resources, including EV-charging. The ICA map shows hosting capacity, grid needs, and other information about PG&E's electric distribution grid. |
| ICCT                           | International Council on Clean Transportation is an independent nonprofit organization that provides technical and scientific analysis to environmental regulators and select local governments.  |
| ICE                            | Internal Combustion Engine  |
| LAFCO                          | Local Agency Formation Commission is an independent regulatory body that oversees changes to the boundaries of cities and special districts in San Francisco. LAFCO's primary functions are to provide oversight and research on forming a community choice aggregator and to conduct special studies regarding municipal services.                                     |
| LD                             | Light Duty – LD vehicles include cars, vans, and trucks (classes 1 to 2a).  |
| Mapping Tool                   | Blueprint Mapping Tool developed in Phase 1 of the EV-Ready Community Blueprint.  |
| MHDEV                          | Medium- (classes 2b to 6) and Heavy-Duty (classes 7 and 8) Electric Vehicles  |
| Phase 1 Community EV Blueprint | San Francisco's Phase 1 Electric Vehicle Ready Community Blueprint, July 2019 (ARV-17-047)  |
| PG&E                           | Pacific Gas and Electric is San Francisco's investor-owned utility.   |
| Recipient                      | San Francisco Department of the Environment   |
| RCA                            |   |
| SF Clean Cities                | San Francisco Clean Cities Coalition, housed at the San Francisco Department of the Environment   |
| SFCTA                          | San Francisco County Transportation Authority is a public agency, chartered by the State of California to provide sub-regional transportation planning and  |

|               |  |
|---------------|--|
|               | programming for San Francisco County. The agency primarily works to reduce congestion.   |
| SFDBI         | San Francisco Department of Building Inspections is the public regulatory building safety agency responsible for overseeing the effective and efficient enforcement of building, electrical, plumbing, disability access, and housing codes for the City and County of San Francisco.  |
| SFMTA         | San Francisco Municipal Transportation Authority – It is a public agency created by consolidation of the San Francisco Municipal Railway, the Department of Parking and Traffic, and the Taxicab Commission. The agency oversees public transport, taxis, bicycle infrastructure, pedestrian infrastructure, and paratransit for the City and County of San Francisco. |
| SFO           | San Francisco International Airport  |
| SFPUC         | San Francisco Public Utilities Commission is a public agency of the City and County of San Francisco that provides water, wastewater, and electric power services to the city and an additional 1.9 million customers within three San Francisco Bay Area counties.  |
| SFE           | SF Environment - Also known as the San Francisco Department of the Environment, SFE is responsible for drafting the City’s Climate Action Plan, including the strategies, objectives, and tactics, as well as for tracking emissions and ensuring environmental justice is served.   |
| The City      | City & County of San Francisco   |
| TNC           | Transportation Network Companies, typically known as Lyft and Uber, but there are others   |
| UAT           | User Acceptance Testing is the last phase of software testing to ensure that the software conforms to the engineering specifications, and prior to beta-testing.   |
| Vehicle       | A vehicle is a thing that transports people and goods from one location to another on land, such as a car, truck, motorcycle, scooter, motor-driven cycle, or bicycle.   |
| Working Group | A committee or group appointed to study and report on a particular question and make recommendations based on its findings.  |
| ZEV           | A zero-emission vehicle is one which produces no emissions from the on-board source of power (e.g., an electric vehicle).  |

## Background

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program. The statute authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state’s climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the Clean Transportation Program through January 1, 2024. The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California’s use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.

- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

On August 12, 2020, the CEC released a Grant Solicitation and Application Package entitled “Electric Vehicle Ready Communities Phase II-Blueprint Implementation” under the Clean Transportation Program. This competitive grant solicitation was to grant funds for projects that will implement projects developed and identified in Phase I, Blueprint Development, of the Electric Vehicle (EV) Ready Communities Challenge. In response to GFO-19-603, the Recipient submitted application #2 under Group 1, which was proposed for funding in the CEC’s Revised Notice of Proposed Awards on September 13, 2021. GFO-19-603 and Recipient’s application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient’s Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient’s Application and the terms of CEC’s Award, CEC’s Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient’s Application, the terms of this Agreement shall control.

**Problem Statement:**

In 2019, under grant ARV-17-047, the Recipient completed *San Francisco’s Phase 1 Electric Vehicle Ready Community Blueprint* (“the Phase 1 Community EV Blueprint”). As stated in the Phase 1 Community EV Blueprint, transportation electrification is primarily hindered by a lack of access to convenient public charging. Moreover, Transportation Network Company (TNC) vehicles are causing major congestion and increasing emissions in San Francisco.

**The Public Fast Charging Problem** – EV adoption is hindered by a lack of access to convenient public charging infrastructure. San Francisco is falling behind in expanding public charging infrastructure, particularly fast-chargers. The International Council on Transportation (ICCT) published a report in September 2020 that indicates that San Francisco needs 156 fast-chargers in order to meet its 2030 EV goal of 100% of new passenger vehicle registrations. To date, San Francisco has 39 public fast-chargers, averaging three new charging installations per year. In high density cities, like San Francisco, private charging options are limited, and EV-drivers must rely on public charging.

- **INSTITUTIONAL** - The construction of public fast chargers is slowed by myriad institutional issues. Zoning and permitting add significant costs and time delay to proposed projects. Currently, charging providers do not have a single point of contact with the City, and must engage with multiple staff, across several agencies, many of whom are new the world of EVs.
- **GRID**- The construction of public fast-chargers can be complicated by various grid-related issues. A developer may lack critical information about grid hosting

capacity for potential charging sites and must rely on the utility technicians to determine available capacity. Where capacity is insufficient, upgrades may be necessary, increasing developer costs. The process for applying for utility interconnections can also be complicated by the fact that San Francisco's grid is managed by both Pacific Gas and Electric (PG&E) and San Francisco Public Utilities Commission (SFPUC), adding delays to a project schedule that result in mounting soft costs for developers. Finally, fast-charger projects have a high-potential of unexpected issues, not only because of their power-demand, but also because the chargers and ancillary equipment require a large amount of space thereby impacting land-use.

- **ECONOMICS** - The construction of public fast-chargers is expensive because of their upfront costs. Prospecting for land and a site host is a tedious, time-consuming and expensive process. Once the site is identified, the charging provider is faced with a protracted process to evaluate electrical capacity and to identify interconnection issues such as moratorium on street excavation and right-of-way disputes. Until institutional challenges are addressed, public fast charging costs will remain prohibitively high, delaying implementation by businesses who would otherwise be interested in participating.

**The Emerging Mobility Problem** - The operation of TNC and food delivery vehicles is a major cause of congestion in San Francisco. In 2018, the San Francisco County Transportation Authority (SFCTA) found that TNC vehicles accounted for approximately 50% of the rise in congestion in San Francisco between 2010 and 2016. TNCs also caused the greatest increases in congestion in the densest parts of the city - up to 73% in the downtown financial district - and along many of the city's busiest corridors.

Further, as the number of TNC and food delivery vehicles and their miles driven on city streets increase, emissions and the likelihood for traffic accidents will rise. Emissions from the transportation sector increased 1% from 2017 to 2018. Overall, this sector was responsible for nearly half of San Francisco's 2018 emissions. Additionally, increased TNC and food delivery operations increase the potential for accidents. This is because the vehicle accident rate calculation is dependent on mileage driven for a given period plus the number of vehicles.

- **MARKET** - Few app-based delivery workers know about the benefits of e-bikes. E-bikes have many innovative and practical characteristics that benefit gig-workers: thoughtfully integrated batteries and drivetrain to supplement human motive power, avoidance of congestion and parking, and reduction in expenditure, including maintenance. According to a recent report by UC Santa Cruz, few app-based delivery drivers are aware of these benefits, however, once they learn more, are interested in the potential.
- **ECONOMICS** - E-bikes are too expensive for many app-based delivery workers. A report in 2019 found that an app-based delivery worker earned an average of \$624 per month. This low wage forces many to work multiple gigs in order to maintain their livelihoods. With new e-bike prices ranging from \$1,000 to \$10,000, despite the interest, even at the low end of the price spectrum, e-bikes are cost-prohibitive to many app-based delivery workers.

**Goals of the Agreement:**

The goal of this Agreement is to successfully implement three strategies from the Phase 1 Community EV Blueprint—Increase Public Awareness, Expand Charging Infrastructure and accelerate Mode Shift. More specifically, San Francisco will facilitate the opening of three public fast-charging plazas [one in or adjacent to a Disadvantaged Community (DAC)], find additional sites for more plazas and installations, get delivery-app workers out of cars and onto e-bikes to make app-deliveries, and create processes to streamline development of infrastructure while increasing public awareness and participation.

**Objectives of the Agreement:**

The objectives of this Agreement are to:

- A. Reduce time spent on siting public fast-charger installations and capacity analysis by up to 20% and their associated costs by up to 10%.
- B. Reduce time spent on permitting, planning, and interconnection by up to 20%, and their associated costs by up to 10%.
- C. Facilitate the installation of a minimum of 100 Level 2 and 25 Direct Current Fast Charger (DCFC) across San Francisco, with a focus on underutilized sites and underserved communities.
- D. Open three public fast-charging plazas, with one located near or in a DAC.
- E. Identify and recruit under-utilized or vacant lots and petroleum stations for more public fast-charging plazas and installations, prioritizing those near Multi-Unit Dwellings (MUDs) and DAC/DAC-adjacent and major thoroughfares.
- F. Establish a pilot program to shift app-based workers, particularly those driving for TNCs, from vehicles to e-bikes for deliveries, to determine if e-bike operation improves efficiency, improves worker safety, reduces demand on the curb, reduces greenhouse gas (GHG) emissions, Vehicle Miles Traveled (VMT), and vehicle congestion, and creates workforce development opportunities.
- G. Update the “EV-Ready Community Blueprint Playbook” with new best practices, findings, analysis, and Mapping Tool. The Playbook will instruct Bay Area jurisdictions and beyond, on how to replicate and scale the implementation of transportation electrification initiatives.
- H. Disseminate information about the project to stakeholders, including other municipalities.

**TASK 1 ADMINISTRATION****Task 1.1 Attend Kick-off Meeting**

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Commission Agreement Manager (CAM) shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

**The Recipient shall:**

- Attend a “Kick-Off” meeting with the CAM, the Commission Agreement Officer (CAO), and a representative of the California Energy Commission (CEC) Accounting Office. The Recipient shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Recipient or specifically requested by the CAM to this meeting.
- Provide a written statement of project activities that have occurred after the notice of proposed awards but prior to the execution of the agreement using match funds. If none, provide a statement that no work has been completed using match funds prior to the execution of the agreement. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.
- Discuss the following administrative and technical aspects of this Agreement:
  - Agreement Terms and Conditions
  - Critical Project Review (Task 1.2)
  - Match fund documentation (Task 1.7) No reimbursable work may be done until this documentation is in place.
  - Permit documentation (Task 1.8)
  - Subawards needed to carry out project (Task 1.9)
  - The CAM’s expectations for accomplishing tasks described in the Scope of Work
  - An updated Schedule of Products and Due Dates
  - Monthly Calls (Task 1.4)
  - Quarterly Progress Reports (Task 1.5)
  - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
  - Final Report (Task 1.6)

**Recipient Products:**

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits
- Written Statement of Match Share Activities

**Commission Agreement Manager Product:**

- Kick-Off Meeting Agenda

**Task 1.2 Critical Project Review (CPR) Meetings**

CPRs provide the opportunity for frank discussions between the CEC and the Recipient. The goal of this task is to determine if the project should continue to receive Energy Commission funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The CAM may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

Meeting participants include the CAM and the Recipient and may include the CAO, the Fuels and Transportation Division (FTD) program lead, other CEC staff and Management as well as other individuals selected by the CAM to provide support to the CEC.

**The CAM shall:**

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the CEC, but they may take place at another location or remotely.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

**The Recipient shall:**

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

**CAM Products:**

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

**Recipient Product:**



- CPR Report(s)

### **Task 1.3 Final Meeting**

The goal of this task is to closeout this Agreement.

#### **The Recipient shall:**

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement. This meeting will be attended by, at a minimum, the Recipient and the CAM. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the CAM.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The CAM will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the CAM about the following Agreement closeout items:

- What to do with any equipment purchased with CEC funds (Options)
  - CEC request for specific “generated” data (not already provided in Agreement products)
  - Need to document Recipient’s disclosure of “subject inventions” developed under the Agreement
  - “Surviving” Agreement provisions
  - Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

#### **Products:**

- Written documentation of meeting agreements
- Schedule for completing closeout activities

### **Task 1.4 Monthly Calls**

The goal of this task is to have calls at least monthly between CAM and Recipient to verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to verbally summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, to verify match funds are being proportionally spent concurrently or in advance of CEC funds or are being spent in accordance with an approved Match Funding Spending Plan, to form the basis for determining whether invoices are consistent with work performed, and to answer any other questions from the CAM. Monthly calls might not be held on those months when a quarterly progress report is submitted, or the CAM determines that a monthly call is unnecessary.

**The CAM shall:**

- Schedule monthly calls.
- Provide questions to the Recipient prior to the monthly call.
- Provide call summary notes to Recipient of items discussed during call.

**The Recipient shall:**

- Review the questions provided by CAM prior to the monthly call
- Provide verbal answers to the CAM during the call.

**Product:**

- Email to CAM concurring with call summary notes.

**Task 1.5 Quarterly Progress Reports**

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

**The Recipient shall:**

- Prepare a Quarterly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Progress reports are due to the CAM the 10<sup>th</sup> day of each January, April, July, and October. The Quarterly Progress Report template can be found on the ECAMS Resources webpage available at <https://www.energy.ca.gov/media/4691>.

**Product:**

- Quarterly Progress Reports

**Task 1.6 Final Report**

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Final Report shall be a public document. If the Recipient has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

**The Recipient shall:**

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

**Products:**

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

**Task 1.7 Identify and Obtain Matching Funds**

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

**The Recipient shall:**

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
  - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
  - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact

name, address and telephone number, and the address where the property is located.

- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the CAM if during the course of the Agreement additional match funds are received.
- Notify the CAM within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

**Products:**

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

**Task 1.8 Identify and Obtain Required Permits**

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

**The Recipient shall:**

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
  - A list of the permits that identifies the:
    - Type of permit
    - Name, address and telephone number of the permitting jurisdictions or lead agencies
  - The schedule the Recipient will follow in applying for and obtaining these permits.

- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the CAM.
- As permits are obtained, send a copy of each approved permit to the CAM.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 working days. Either of these events may trigger an additional CPR.

**Products:**

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

**Task 1.9 Obtain and Execute Subawards**

The goal of this task is to ensure quality products and to procure subrecipients required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures.

**The Recipient shall:**

- Manage and coordinate subrecipient activities.
- If requested by the CAM, submit a draft of each subaward required to conduct the work under this Agreement to the CAM for review.
- If requested by the CAM, submit a final copy of the executed subaward.
- If Recipient intends to add new subrecipients or change subrecipients, then the Recipient shall notify the CAM.

**Products:**

- Letter describing the subawards needed, or stating that no subawards are required
- Draft subcontracts (if requested)

- Final subcontracts (if requested)

## TECHNICAL TASKS

### TASK 2 – ADD ADDITIONAL DATASETS, FUNCTIONALITIES, AND FEATURES TO MAPPING TOOL

The goal of this task is to add new datasets and functionalities to the Blueprint Mapping Tool to inform Tasks 3 and 4.

#### The Recipient shall:

- Evaluate and scrub electrical grid, traffic, socio-economic and under-utilized/vacant lots datasets for integration into the mapping tool.
- Integrate clean datasets into the Blueprint Mapping Tool and establish a process and intervals to refresh data.
- Develop and enable new functionalities:
  - a. Enable public users to nominate and upvote sites or locations for EV charging via uploading photographs, location description, or address.
  - b. Enable business and property owners to express interest in becoming a site-host for EV charging by uploading contact and locational information for follow-up.
- Establish open data-sourcing model to bridge connection with EV charging providers to direct inbound site-leads from public and business/property owners and establish a process for following up.
- Test the Blueprint Mapping Tool prototype for functionality and accuracy.
- Develop a Product-to-Market Plan to bring the Blueprint Mapping Tool to the public and submit to the CAM.
- Launch the Blueprint Mapping Tool to the public.

#### Products:

- A link to the Blueprint Mapping Tool prototype
- Product-to-Market Plan
- A link to the public-facing version of the Blueprint Mapping Tool

### TASK 3 – ESTABLISH THE EV-OMBUDSPERSON

The goal of this task is to increase public awareness, eliminate institutional barriers to developing public fast-charger installation and identify new sites and hosts for additional fast-chargers so that a *minimum* of 100 Level 2 and 25 DCFC are installed or in construction by the end of the grant.

**The Recipient shall:**

- Recruit and fill a full-time ombudsperson position.
- Represent public and charging provider interests and facilitate efficient communication among all relevant stakeholders such as utilities, charging provider, and other City agencies.
- Draft a “Challenges Summary Analysis” and submit to the CAM. The analysis includes a baseline of challenges confronted by charging providers in a dense urban environment, such as San Francisco. It will include the following for each challenge identified.
  1. Description of the Challenge
  2. Impact Level (on project advancement)
  3. Identify Root Cause and Other Causal Factors
  4. Identify Responsible Parties
  5. Recommend Solution / Pathway
  6. Measure of Success
  7. Implementation Plan and Timeline
- Collaborate with relevant stakeholders to conduct beta-testing of the Blueprint Mapping Tool by creating a Citywide Fast-charging Site Plan. The Site Plan includes, but is not limited to, the following:
  1. Geo-location Data - address, parcel block and lot identifications
  2. Electrical Capacity and Interconnection Accuracy
  3. Hardware Upgrades Required
  4. Quantity of Charging Stations and Ports
  5. Develop a process to follow-up with sites upvoted by the public and businesses and properties interested in becoming charging site-host
  6. Field validate the sample results from the Mapping Tool
- Secure private funding for the installation and commissioning of 100 Level 2 chargers throughout the city of San Francisco.
- Develop a system to track public EV-charging installation projects to document that a minimum of 100 Level 2 and 25 DCFC are installed or in construction by the end of the grant. Results will be provided as a Summary Report and included in the final report. The tracking system includes, but is not limited to, the following:
  1. Geo-location – address, block, and lot
  2. Project Milestone to indicate the various phases of the project, from project development to completion
  3. Quantity of Charging Stations and Ports
  4. Project Lead and Team Members and Contact Information
  5. Issues Log and Follow-up Date(s)
  6. Anticipated Completion Date

7. Estimated Initial and Final Project Costs, where available – installation labor, engineering, legal, admin, permitting, material (hardware), software, and signage

- Identify additional site hosts and provide as-needed support to San Francisco International Airport (SFO) and the Port of San Francisco in an effort to initiate fast-charging projects at those locations.
- Implement feedback from charging station providers to improve permitting processes.
- Provide as-needed technical assistance to charging-providers to facilitate California Environmental Quality Act (CEQA)-compliance and notices.
- Liaise between the SFPUC, PG&E, EV charging providers and other stakeholders to explore a smart charging pilot program that informs tactics to balance the electrical grid.
- Develop a “Guidebook for City Stakeholders” and submit to the CAM. This internal, dynamic document will guide city officials with advice, information, and contact information to effectuate EV charging projects.
- Develop and maintain a “one-stop shop” website to assist charging providers and the public with EV charging project development. Submit link to the CAM.

**Products:**

- Challenges Summary Analysis Report
- One-stop Shop Website Link
- Guidebook for City Stakeholders
- Summary Report with Tracking System Documentation

**TASK 4 - OPEN 3 PUBLIC FAST-CHARGING PLAZAS AND INSTALL 100 L2 CHARGERS THROUGHOUT THE CITY OF SAN FRANCISCO**

The goal of this task is to open three public fast-charging plazas, with one installed within a DAC.

**The Recipient shall:**

- Deploy, test, and refine the EV ombudsperson program (Task 3)
- Follow the “Public Engagement Plan” from the Phase 1 Community EV Blueprint and conduct three community meetings to engage stakeholders prior to project development phase to bring in community organizations, residents, and businesses potentially impacted by the plazas.
- Collaborate with at least one community-based organization or the San Francisco Clean Cities Coalition (SF Clean Cities) to assist with outreach and engagement.
- Incorporate stakeholder feedback into planning.



- Use the Blueprint Mapping Tool to assist in developing a list of selected sites that will result in the development and installation of 100 L2 and 25 fast-chargers. Conduct field verifications and disseminate the list to electric vehicle charging providers. Use Task 3 to facilitate project initiations.
- Use processes as described in the “Guidebook for City Stakeholders” and One-stop Shop Website from Task 3 to expedite permitting, zoning, interconnection processes.
- Use the Blueprint Mapping tool and grant funding to construct and commission at least two (2) public fast-charging plazas in the city of San Francisco and install in the two plazas a total of 17 fast-chargers.
- Use the Blueprint Mapping tool and grant funding to develop, construct, and commission 1 public fast-charging plaza in or adjacent to San Francisco’s DAC, Bayview Hunters Point, consisting of 8 public fast-chargers.
- Use the Blueprint Mapping tool to construct and commission 100 Level 2 chargers throughout the city of San Francisco.
- Develop a Summary Report demonstrating how products from Tasks 2 and 3 improved charging plaza development in cost and time reductions and submit to the CAM.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit C or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient’s authorized representative and submitted to the CAM.
- Submit EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program (EVITP) certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.

**Products:**

- Documentation of Community Meetings – Attendance list, summary of meetings notes, stakeholder comments and feedback, and presentation materials.
- List and description of selected sites and follow-up documentation to affirm outreach to public electric vehicle charging providers.
- Summary Report documenting Charging Plaza Development
- AB 841 Certification
- EVITP Certification Number(s), if applicable

**TASK 5 – ELECTRIC BIKE PROGRAM FOR APP-BASED DELIVERY WORKERS**

The goal of this task is to design and then implement a program to get electric bikes to delivery workers. The program will collect data from delivery workers on how the bikes are used and the capabilities of electric bikes for completing local food deliveries. For local governments, the findings will inform policies and incentives to decarbonize last-mile delivery services. For app-

based delivery companies, the findings will inform strategies to incentivize the use of electric bikes for their delivery contractors.

**The Recipient shall:**

- Finalize program design and implementation plan with key partners and submit to the CAM. The plan shall include:
  - Coordinating committee schedule and communications plan
  - Procurement and asset management program for e-bikes and participant safety equipment
  - Participant recruitment plan and participation agreements
  - Data collection and participant survey elements and schedule
  - Recruitment of local bike shop to provide maintenance services
  - Bike safety training plan and schedule
- Recruit Program participants for Cohorts #1 and #2. Each cohort will have 30 total participants. 50% of participants will use e-bikes and 50% of participants will use car. Recipient shall collect and compare data from both modes.
- Launch Cohort #1
  - Host kick off meeting for participants
  - Compile agenda, meeting summary, and attendee list and submit to the CAM.
  - Provide bike safety training and two-week test period for participants
  - Administer pre-program survey
  - Data collection period using Driver's Seat app for cohort #1
  - Administer participant surveys at 6 months
  - Prepare summary of pre-program and 6-month participant surveys and submit to the CAM
  - Evaluate and adjust data collection
  - Administer participant surveys at 12 months
- Launch Cohort #2
  - Host kick off meeting for participants
  - Compile agenda, meeting summary, and attendee list and submit to the CAM.
  - Provide bike safety training and two-week test period for participants
  - Administer pre-program survey
  - Data collection period using Driver's Seat app for cohort #2
  - Administer participant surveys at 6 and 12 months
- Transfer title of bikes to participants upon completion of surveys
- Complete E-Bike Program Report and Case Study and submit to the CAM. The E-Bike Program Report and Case Study should:
  - Review, analyze, synthesize study results
  - Identify challenges and best practices
  - Recommend incentive levels for future programs

**Products:**

- Implementation Plan
- Summary of Cohort #1 Pre-Program and 6-Month Participant Surveys

- Documentation of Cohort Kick off Meetings (agenda, notes, attendees)
- E-Bike Program Report and Case Study

### **TASK 6 – OUTREACH AND DISSEMINATION**

The goal of this task is to ensure that results from this project are shared to assist other cities throughout the San Francisco Bay Area and State. This task will ensure knowledge transfer among stakeholders, professionals, and municipal colleagues. This task is the vehicle to glean best practices and transmit shared learning with a vision to scale up to other California cities.

#### **The Recipient shall:**

- Increase public awareness of EVs and mode shift and disseminate information about the project to a range of stakeholders.
- Conduct outreach via SF Clean Cities to continue to promote EVs and mode shift, including organizing or hosting educational workshops. Compile agenda, meeting summary, and attendee list and submit to the CAM.
- Promote the use of the Blueprint Mapping Tool’s crowd-sourcing feature by the public through SF Environment’s robust social media network, as well as through partners.
- Work with the Greenstacks program, a collaboration between SF Environment and SF Public Libraries, to promote the Mapping Tool and provide webinars and other activities to increase awareness of the accessibility of EVs to all residents of the city.
- Update San Francisco’s EV Ready Playbook and submit to the CAM. Playbook will include:
  - The updated Mapping Tool
  - Guidelines for implementing an Ombudsperson process to streamline charging station installations and promote EVs, focusing on replicating processes (since some municipalities may not have the resources or inclination to create a new position, the focus is on how to replicate the process rather than the position).
  - Findings from research, reports, and studies conducted.
- Develop case study and presentation to disseminate information about the project and ensure that other municipalities access the Mapping Tool and submit to the CAM.
- Develop case study and presentation on e-bike pilot results to help public- and private-sector actors improve and scale bike delivery programs and submit to the CAM.
- Organize at least three webinars to share case studies and results with California local governments and community choice aggregators, individually and through networks such as the Clean Cities Coalitions, Green Cities CA, Urban Sustainability Directors Network, C40, and California Community Choice Association. Compile agenda, slide deck, and attendee list for each and submit to the CAM

#### **Products:**

- Documentation of Educational Workshops (agenda, notes, attendees)

- Final, Updated EV Ready Playbook
- Case study and presentation for Blueprint Mapping Tool
- Case study and presentation for e-bike program
- Documentation of Three Webinars presenting Case Studies and Results (agenda, slide deck, attendees)

## **Exhibit A**

### **Schedule of Products and Due Dates**

| <b>Task Number</b> | <b>Task Name</b>                        | <b>Product(s)</b>  | <b>Due Date</b>  |
|--------------------|---|--|--|
| <b>1.1</b>         | <b>Attend Kick-off Meeting</b>          |  |  |
|                    |   | Updated Schedule of Products   | 2 days before the kick-off meeting   |
|                    |   | Updated List of Match Funds  | 2 days before the kick-off meeting   |
|                    |   | Updated List of Permits  | 2 days before the kick-off meeting   |
|                    |   | Kick-Off Meeting Agenda (CEC)  | 2 days before the kick-off meeting   |
| <b>1.2</b>         | <b>Critical Project Review Meetings</b> |  |  |
|                    |   | 1st CPR Meeting  | CPR Report<br>Written determination (CEC)                                      |
| <b>1.3</b>         | <b>Final Meeting</b>                    |  |  |
|                    |   | Written documentation of meeting agreements                                    | 3/29/2024  |
|                    |   | Schedule for completing closeout activities                                    | 3/29/2024  |
| <b>1.4</b>         | <b>Monthly Progress Reports</b>         |  |  |
|                    |   | Monthly Progress Reports   | The 10th calendar day of each month during the approved term of this Agreement |
| <b>1.5</b>         | <b>Final Report</b>                     | Final Outline of the Final Report  | 9/29/2023  |
|                    |   | Draft Final Report (no less than 60 days before the end term of the agreement) | 12/29/2023   |
|                    |   | Final Report   | 3/29/2024  |
| <b>1.6</b>         | <b>Identify and Obtain Match Funds</b>  |  |  |
|                    |   | A letter regarding match funds or stating that no match funds are provided     | 4/25/2022  |
|                    |   | Copy(ies) of each match fund commitment letter(s) (if applicable)              | 4/25/2022  |
|                    |   | Letter(s) for new match funds (if applicable)                                  | Within 10 days of identifying new match funds                                  |
|                    |   | Letter that match funds were reduced (if applicable)                           | Within 10 days of identifying reduced funds                                    |

|  |  |  |
|--|--|--|
| <b>1.7 Identify and Obtain Required Permits</b>                      | Letter documenting the permits or stating that no permits are required                                   | 6/27/2022  |
|  | A copy of each approved permit (if applicable)   | Within 10 days of receiving each permit                    |
|  | Updated list of permits as they change during the term of the Agreement (if applicable)                  | Within 10 days of change in list of permits                |
|  | Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable) | Within 10 days of change in schedule for obtaining permits |
| <b>1.8 Obtain and Execute Subcontracts</b>                           | Letter describing the subcontracts needed, or stating that no subcontracts are required                  | 6/27/2022  |
|  | Draft subcontracts   | 15 days prior to the scheduled execution date              |
|  | Final subcontracts   |  |
| <b>2 ADD ADDITIONAL DATASETS AND FUNCTIONALITIES TO MAPPING TOOL</b> | A link to the Blueprint Mapping Tool prototype   | 10/31/2022   |
|  | Product-to-Market Plan   | 1/30/2023  |
|  | A link to the public-facing version of the Blueprint Mapping Tool  | 4/3/2023   |
| <b>3 ESTABLISH THE EV OMBUDSPERSON</b>                               | Challenges Summary Analysis Report   | 6/30/2023  |
|  | One Stop Shop Website Link   | 9/29/2023  |
|  | Guidebook for City stakeholders  | 12/29/2023   |
|  | Summary Report with Tracking System Documentation  | 12/29/2023   |
| <b>4 OPEN THREE NEW PUBLIC FAST CHARGING PLAZAS</b>                  | Documentation of Community Meetings  | 12/30/2022   |
|  | List and Description of Selected Sites   | 1/31/2023  |
|  | Summary Report Documenting Charging Plaza Development  | 2/29/2024  |
|  | AB 841 Certificate   | 2/29/2024  |
|  | EVITP Certification Number(s) if applicable  | 2/29/2024  |
| <b>5 ELECTRIC BIKE PROGRAM FOR APP-BASED DELIVERY WORKERS</b>        | Implementation Plan  | 7/25/2022  |
|  | Summary of Cohort #1 Pre-Program and 6 month Participant Surveys   | 8/1/2022   |
|  | Documentation of Cohort Kick-Off Meetings  | 9/26/2022  |
|  | E-Bike Program Report and Case Study   | 1/30/2024  |

|          |  |           |
|----------|--|-----------|
| <b>6</b> | <b>OUTREACH AND DISSEMINATION</b>                      |           |
|          | Documentation of Educational Workshops                 | 3/29/2024 |
|          | Final Updated EV Ready Playbook                        | 3/29/2024 |
|          | Case Study and Presentation for Blueprint Mapping Tool | 9/25/2023 |
|          | Case Study and Presentation for Ebike Program          | 1/30/2024 |
|          | Documentation of Three Webinars                        | 3/29/2024 |

## Workbook Instructions

**Input Data:** Enter information as required in all cells highlighted in Blue.

**Restricted Editing:** All cells not highlighted in Blue are locked from editing. Locked cells include: cells with formulas highlighted in Gray or Light Yellow, cells with no color fill (white), etc.

**For the Agreement Budget Template ONLY: Colored Tabs:**

The "Equipment" and "Subrecipients & Vendors" budget category tabs are colored **ORANGE** to indicate that line item details can be entered for these budget categories. The other budget category tabs (Direct Labor, Fringe Benefits, Travel, Materials & Misc., and Indirect Costs & Profit) only contain category totals.

**Regarding Confidential Information:** Avoid disclosing trade secrets and confidential information on any agreement document, since these documents are publicly accessible.

**Rules for decimal places on values:**

- **Budget and Invoice values:**
  - Rounding of any values, as described below, should be performed using standard rounding practices.
  - For all currency rates (e.g., Direct Labor, and Unit Cost): Round to the cent (\$0.01).
  - For all percentage rates (e.g., Fringe Benefits, Indirect Cost, and Profit): Round to a maximum of two decimal places of a percent (e.g., 25.12%). You can round to less if desired, such as one decimal place (e.g., 25.1%), or zero decimal places (e.g., 25%).
  - For all quantity values (e.g., # of hours, # of months, and # of units): Round to a maximum of two decimal places (e.g., 50.12). You can round to less if desired, such as one decimal place (e.g., 50.1), or zero decimal places (e.g., 50).
- **Budget values:**
  - For entered and totaled (via calculation) CEC and Match share budget values: Round to the dollar (\$1).
  - For all calculated currency values (e.g., rate x hours, rate x months, base amount, and rate x base amount): Round to the dollar (\$1).
- **Invoice values:**
  - For entered and totaled (via calculation) CEC and Match share expense invoice values: Round to the cent (\$0.01).
  - For all calculated currency values (e.g., rate x hours, rate x months, base amount, and rate x base amount): Round to the cent (\$0.01).
  - **SPECIAL CIRCUMSTANCE for calculated currency values:** **ONLY** if a calculated value (e.g., rate x hours = actual labor expense) does **NOT** equal the actual expense, because of the decimal place rules provided for rates and quantity values listed above, it is acceptable to use as many decimal places as necessary for rates and quantity values listed above to ensure that the calculated value **DOES** equal the actual expense.

**Invoice Supporting Documentation Requirements, per Budget Category:**

The list below contains the supporting documentation that is required to be submitted with an invoice. **IMPORTANT:** The recipient and subrecipients must still retain supporting documentation for all project expenses in case of an audit ("supporting documents" are also known as "backup documents").

- **Direct Labor** – No supporting documentation required with invoice.
- **Fringe Benefits** – No supporting documentation required with invoice.
- **Travel** - Receipts are required only for: Lodging, Airfare, Rental car (including gasoline expenses), Bus/train.
- **Equipment** – 1) For equipment that is equal to or greater than \$100,000 per line item total (including both CEC and Match Funds), documentation showing the payment terms must be provided to the CAM. 2) CAM must be able to verify equipment purchases for: 1) equipment with a per line item incurred cost of \$500,000 or greater; or 2) a single equipment vendor with \$500,000 or more in equipment incurred costs. See Invoice Review Checklist for methods to verify.
- **Materials & Miscellaneous** – Receipt required for any line item total that is \$5,000 or more.
- **Subrecipients & Vendors** – Major subrecipients (Budget of 100k or more) follow the same budget requirements as the Recipient when submitting an invoice. For Minor subrecipients and Vendors, subrecipient or vendor invoice required.
- **Indirect Costs & Profit** – No supporting documentation required with invoice.



**Adding Rows:** If additional rows are needed within a section, unhide the hidden rows (i.e., select the row directly above and below the hidden rows, then right-click the selection and select "Unhide"). Hide any unused rows. **DO NOT USE THE LAST TWO ROWS THAT ARE MARKED "CEC USE ONLY"**. If all but the last 2 rows are used, and more rows are required, please contact the ECAMS Support team (ECAMS.Support@energy.ca.gov).

**FOR ECAMS SUPPORT TEAM ONLY: ADDING ROWS:**

To add additional rows and maintain the formulas within the totals, (1) unprotect the sheet, (2) copy the second to the last row in the section, (3) insert the copied row just above the last row, (4) repeat steps 2 - 3 as required, (5) correct formatting and REFERENCE IDs as required, (6) delete "CEC USE ONLY" from all but the last two rows in the section, and (7) re-protect the sheet.

**Updating Modification Date on Budgets:**

After making modifications to a budget file, update the modification date as described below.

- **Budget Worksheet file** – Update the "*Date of Last Budget Worksheet Modification*" to the date the modifications were completed. Update the "Date of Last Budget Worksheet Modification" in cell D1 of the "Category Budget" tab—this updates the rest of the tabs in the template.
- **Agreement Budget file** – Update the "*Date of Last Approved Agreement Budget Modification*" to the date the modifications were approved. Update the "Date of Last Approved Agreement Budget Modification" in cell D1 of the "Category Budget" tab—this updates the rest of the tabs in the template.

**FOR ECAMS SUPPORT TEAM ONLY: UPDATING "TEMPLATE VERSION" DATE:**

After making modifications to a budget or invoice template, update the "*Template Version*" date to the date the modifications were completed. For the budget templates, update the "*Template Version*" date in cell A1 of the "Category Budget" tab—this updates the rest of the tabs in the template. For the invoice templates, update the "*Template Version*" date in cell A1 of the "Invoice Payment Cover Sheet" tab—this updates the rest of the tabs in the template.

**ECAMS Support:** For support on how to complete this template, please visit the ECAMS Resources web page. The link to this web page is provided in the cell below:

<https://www.energy.ca.gov/funding-opportunities/funding-resources/ecams-resources>

## AGREEMENT BUDGET

### Category Budget

| <b>Agreement Number</b>  | ARV-21-045                                  |                     |                     |
|--|---|---------------------|---------------------|
| <b>Name of Organization</b>  | San Francisco Department of the Environment |                     |                     |
| Recipient  |   |                     |                     |
| None   |   |                     |                     |
| Cost Category  | CEC Share                                   | Match Share         | Total               |
| Direct Labor   | \$ 615,181                                  | \$ 62,069           | \$ 677,250          |
| Fringe Benefits  | \$ 269,331                                  | \$ 27,931           | \$ 297,262          |
| <b>Total Labor</b>   | <b>\$ 884,512</b>                           | <b>\$ 90,000</b>    | <b>\$ 974,512</b>   |
| Travel   | \$ -  | \$ -                | \$ -                |
| Equipment  | \$ -  | \$ -                | \$ -                |
| Materials/Miscellaneous  | \$ 24,688                                   | \$ 3                | \$ 24,691           |
| Subrecipients/Vendors  | \$ 1,232,326                                | \$ 1,063,198        | \$ 2,295,524        |
| <b>Total Other Direct Costs</b>  | <b>\$ 1,257,014</b>                         | <b>\$ 1,063,201</b> | <b>\$ 2,320,215</b> |
| Indirect Costs   | \$ 243,271                                  | \$ -                | \$ 243,271          |
| Profit<br>(not allowed for grant recipients)   | \$ -  | \$ -                | \$ -                |
| <b>Total Indirect and Profit</b>   | <b>\$ 243,271</b>                           | <b>\$ -</b>         | <b>\$ 243,271</b>   |
| <b>Grand Totals</b>  | <b>\$ 2,384,797</b>                         | <b>\$ 1,153,201</b> | <b>\$ 3,537,998</b> |
| <b>Total CEC Reimbursable Funds Spent in California<br/>or Paid to California-Based Entities<br/>(if applicable)</b> | <b>\$ 2,384,797</b>                         |                     |                     |
| <b>Percentage of CEC Reimbursable Funds Spent in<br/>California or Paid to California-Based Entities</b>             | <b>100.00%</b>                              |                     |                     |

# **AGREEMENT BUDGET**

## **Direct Labor (Unloaded)**

### **ARV-21-045: San Francisco Department of the Environment**

|                     | <b>CEC<br/>Share</b> | <b>Match<br/>Share</b> | <b>Total</b>      |
|---------------------|----------------------|------------------------|-------------------|
| <b>Grand Totals</b> | <b>\$ 615,181</b>    | <b>\$ 62,069</b>       | <b>\$ 677,250</b> |

# AGREEMENT BUDGET

## Fringe Benefits

### ARV-21-045: San Francisco Department of the Environment

|                     | CEC Share  | Match Share | Total      |
|---------------------|------------|-------------|------------|
| <b>Grand Totals</b> | \$ 269,331 | \$ 27,931   | \$ 297,262 |

# **AGREEMENT BUDGET**

## **Travel**

### **ARV-21-045: San Francisco Department of the Environment**

|                     | <b>CEC Share</b> | <b>Match Share</b> | <b>Total</b> |
|---------------------|------------------|--------------------|--------------|
| <b>Grand Totals</b> | \$ -             | \$ -               | \$ -         |

**AGREEMENT BUDGET**

**Equipment**

**ARV-21-045: San Francisco Department of the Environment**

| Reference ID        | Task # | Seller of item(s) | Description | Purpose | # of Units | Unit Cost | Total:<br># of Units x<br>Unit Cost | CEC<br>Share | Match<br>Share | Total | Line Item<br>Revised Since<br>Last Approved<br>Budget? | Revision Notes |
|---------------------|--------|-------------------|-------------|---------|------------|-----------|-------------------------------------|--------------|----------------|-------|--|----------------|
| E-1                 |        |                   |             |         | 0.00       | \$ -      | \$ -                                | \$ -         | \$ -           | \$ -  | Select Yes or No                                       |                |
| E-2                 |        |                   |             |         | 0.00       | \$ -      | \$ -                                | \$ -         | \$ -           | \$ -  | Select Yes or No                                       |                |
| E-3                 |        |                   |             |         | 0.00       | \$ -      | \$ -                                | \$ -         | \$ -           | \$ -  | Select Yes or No                                       |                |
| E-4                 |        |                   |             |         | 0.00       | \$ -      | \$ -                                | \$ -         | \$ -           | \$ -  | Select Yes or No                                       |                |
| E-5                 |        |                   |             |         | 0.00       | \$ -      | \$ -                                | \$ -         | \$ -           | \$ -  | Select Yes or No                                       |                |
| E-6                 |        |                   |             |         | 0.00       | \$ -      | \$ -                                | \$ -         | \$ -           | \$ -  | Select Yes or No                                       |                |
| E-7                 |        |                   |             |         | 0.00       | \$ -      | \$ -                                | \$ -         | \$ -           | \$ -  | Select Yes or No                                       |                |
| E-8                 |        |                   |             |         | 0.00       | \$ -      | \$ -                                | \$ -         | \$ -           | \$ -  | Select Yes or No                                       |                |
| E-9                 |        |                   |             |         | 0.00       | \$ -      | \$ -                                | \$ -         | \$ -           | \$ -  | Select Yes or No                                       |                |
| E-10                |        |                   |             |         | 0.00       | \$ -      | \$ -                                | \$ -         | \$ -           | \$ -  | Select Yes or No                                       |                |
| <b>Grand Totals</b> |        |                   |             |         |            |           |                                     | \$ -         | \$ -           | \$ -  |  |                |

**Worksheet Specific Instructions**

**CONDITIONAL FORMATTING APPLIED:** If the "Line Item Revised Since Last Approved Budget?" column is changed to Yes, the text in the entire row will turn red in order to highlight the change.

# **AGREEMENT BUDGET**

## **Materials & Miscellaneous**

### **ARV-21-045: San Francisco Department of the Environment**

|                     | <b>CEC Share</b> | <b>Match Share</b> | <b>Total</b>     |
|---------------------|------------------|--------------------|------------------|
| <b>Grand Totals</b> | <b>\$ 24,688</b> | <b>\$ 3</b>        | <b>\$ 24,691</b> |

**AGREEMENT BUDGET**

**Subrecipients & Vendors**

**ARV-21-045: San Francisco Department of the Environment**

| Subrecipients |         |   |  |   |  |            |             |              |   |                |
|---------------|---------|---|--|---|--|------------|-------------|--------------|---|----------------|
| Reference ID  | Task #  | Subrecipient<br>(Please Use Legal Name)   | Entity Number<br>(CA Secretary of State) | Purpose   | CA Business Certifications DVBE/SB/MB/None | CEC Share  | Match Share | Total        | Line Item Revised Since Last Approved Budget? | Revision Notes |
| S-1           | 2       | Google  |  | Enhance, update and maintain the Blueprint Mapping Tool, provide data collection and digital analysis.                | None                                       | \$ -       | \$ 150,000  | \$ 150,000   | No  |                |
| S-2           | 3,4 & 5 | San Francisco Public Utilities Commission   |  | Provides technical assistance with interconnection and e-bike pilot and assist with establishing the EV Ombudsperson. | None                                       | \$ -       | \$ 125,308  | \$ 125,308   | No  |                |
| S-3           | 4       | TBD: Community-based Organization (s) will be hired using standard city procurement processes |  | Conduct outreach and stakeholder engagement in DACs and impacted neighborhoods.                                       | None                                       | \$ 150,000 |             | \$ 150,000   | No  |                |
| S-4           | 4       | EVgo Services LLC   | 201128310279                             | Build charging plaza in or adjacent to a DAC or low-income community.   | None                                       | \$ 526,142 | \$ 774,390  | \$ 1,300,532 | No  |                |
| S-5           | 5       | Grid Alternatives Bay Area, Inc.  | C4182427                                 | Administer and implement the e-bike pilot; procure, store and distribute the e-bikes to pilot participants.           | None                                       | \$ 469,684 | \$ -        | \$ 469,684   | No  |                |
| S-6           | 5       | Driver's Seat Cooperative   |  | Provides app-based data collection and reporting.   | None                                       | \$ 80,000  | \$ -        | \$ 80,000    | No  |                |
| S-7           | 5       | San Francisco Bicycle Coalition   |  | Provides bicycle safety training for pilot participants.  | None                                       | \$ 6,500   | \$ -        | \$ 6,500     | No  |                |
| S-8           | 5       | San Francisco Local Agency Formation Commission   |  | Provide technical assistance to the e-bike pilot project.   | None                                       | \$ -       | \$ 13,500   | \$ 13,500    | No  |                |
| S-9           |         |   |  |   | None                                       | \$ -       | \$ -        | \$ -         | Select Yes or No                              |                |



|                            |  |  |  |  |      |                     |                     |                     |                  |
|----------------------------|--|--|--|--|------|---------------------|---------------------|---------------------|------------------|
| S-10                       |  |  |  |  | None | \$ -                | \$ -                | \$ -                | Select Yes or No |
| <b>Subrecipient Totals</b> |  |  |  |  |      | <b>\$ 1,232,326</b> | <b>\$ 1,063,198</b> | <b>\$ 2,295,524</b> |                  |

| Vendors              |        |                                   |  |         |  |             |             |             |   |                |
|----------------------|--------|-----------------------------------|--|---------|--|-------------|-------------|-------------|---|----------------|
| Reference ID         | Task # | Vendor<br>(Please Use Legal Name) | Entity Number<br>(CA Secretary of State) | Purpose | CA Business Certifications DVBE/SB/MB/None | CEC Share   | Match Share | Total       | Line Item Revised Since Last Approved Budget? | Revision Notes |
| V-1                  |        |                                   |  |         | None                                       | \$ -        | \$ -        | \$ -        | Select Yes or No                              |                |
| V-2                  |        |                                   |  |         | None                                       | \$ -        | \$ -        | \$ -        | Select Yes or No                              |                |
| V-3                  |        |                                   |  |         | None                                       | \$ -        | \$ -        | \$ -        | Select Yes or No                              |                |
| V-4                  |        |                                   |  |         | None                                       | \$ -        | \$ -        | \$ -        | Select Yes or No                              |                |
| V-5                  |        |                                   |  |         | None                                       | \$ -        | \$ -        | \$ -        | Select Yes or No                              |                |
| V-6                  |        |                                   |  |         | None                                       | \$ -        | \$ -        | \$ -        | Select Yes or No                              |                |
| V-7                  |        |                                   |  |         | None                                       | \$ -        | \$ -        | \$ -        | Select Yes or No                              |                |
| V-8                  |        |                                   |  |         | None                                       | \$ -        | \$ -        | \$ -        | Select Yes or No                              |                |
| V-9                  |        |                                   |  |         | None                                       | \$ -        | \$ -        | \$ -        | Select Yes or No                              |                |
| V-10                 |        |                                   |  |         | None                                       | \$ -        | \$ -        | \$ -        | Select Yes or No                              |                |
| <b>Vendor Totals</b> |        |                                   |  |         |  | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> |   |                |

| Subrecipients & Vendors Grand Totals |                     |                     |                     |
|--------------------------------------|---------------------|---------------------|---------------------|
|                                      | CEC Share           | Match Share         | Total               |
| <b>Grand Totals</b>                  | <b>\$ 1,232,326</b> | <b>\$ 1,063,198</b> | <b>\$ 2,295,524</b> |

**Worksheet Specific Instructions**

**CONDITIONAL FORMATTING APPLIED:** If the "Line Item Revised Since Last Approved Budget?" column is changed to Yes, the text in the entire row will turn red in order to highlight the change.

# AGREEMENT BUDGET

## Indirect Costs and Profit

**ARV-21-045: San Francisco Department of the Environment**

Select an Indirect Cost Rate Option

| Indirect Cost(s)                   |            |             |            |
|------------------------------------|------------|-------------|------------|
|                                    | CEC Share  | Match Share | Total      |
| <b>Indirect Costs Grand Totals</b> | \$ 243,271 | \$ -        | \$ 243,271 |

| Profit                     |           |             |       |
|----------------------------|-----------|-------------|-------|
|                            | CEC Share | Match Share | Total |
| <b>Profit Grand Totals</b> | \$ -      | \$ -        | \$ -  |

## AGREEMENT BUDGET

### Budget Updates after Agreement Execution

#### ARV-21-045: San Francisco Department of the Environment

| Change # | Date Approved  | Budget Categories                                | All values should be rounded to the dollar (\$1) |                                      |   |   |                                      |   | Brief Description of and Justification for Change | Total Amount of CEC Funds Moving Between Categories | Cumulative CEC Total (will reset after DD review) | Has this budget been approved by the Deputy Director (DD)?** |
|----------|--|--|--|--------------------------------------|---|---|--------------------------------------|---|---|---|---|--|
|          |  |  | CEC Share Funds                                  |                                      |   | Match Share Funds                       |                                      |   |   |   |   |  |
|          |  |  | FROM<br><i>(Approved Budget Totals)</i>          | TO<br><i>(Revised Budget Totals)</i> | Amount of CEC Funds Moving Between Categories | FROM<br><i>(Approved Budget Totals)</i> | TO<br><i>(Revised Budget Totals)</i> | Amount of Match Funds Moving Between Categories |   |   |   |  |
| 1        |  | Direct Labor                                     | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   | \$0   | \$0   | Select Yes or No   |
|          |  | Fringe Benefits                                  | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | Travel   | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | Equipment  | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | Materials/Misc.                                  | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | Subrecipients/Vendors                            | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | Indirect Cost                                    | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | Profit <i>(not allowed for grant recipients)</i> | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | <b>Totals</b>                                    | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | <b>Reallocation Decrease Subtotal</b>            |  |                                      | \$ -  |   |                                      | \$ -  |   |   |   |  |
|          |  | <b>Reallocation Increase Subtotal</b>            |  |                                      | \$ -  |   |                                      | \$ -  |   |   |   |  |
|          | <b>Total Budget Reallocation Between Budget Categories</b> |  |  | \$ -                                 |   |   | \$ -                                 |   |   |   |   |  |
| 2        |  | Direct Labor                                     | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   | \$0   | \$0   | Select Yes or No   |
|          |  | Fringe Benefits                                  | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | Travel   | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | Equipment  | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | Materials/Misc.                                  | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | Subrecipients/Vendors                            | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | Indirect Cost                                    | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | Profit <i>(not allowed for grant recipients)</i> | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | <b>Totals</b>                                    | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | <b>Reallocation Decrease Subtotal</b>            |  |                                      | \$ -  |   |                                      | \$ -  |   |   |   |  |
|          |  | <b>Reallocation Increase Subtotal</b>            |  |                                      | \$ -  |   |                                      | \$ -  |   |   |   |  |
|          | <b>Total Budget Reallocation Between Budget Categories</b> |  |  | \$ -                                 |   |   | \$ -                                 |   |   |   |   |  |
| 3        |  | Direct Labor                                     | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   | \$0   | \$0   | Select Yes or No   |
|          |  | Fringe Benefits                                  | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | Travel   | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | Equipment  | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | Materials/Misc.                                  | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | Subrecipients/Vendors                            | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | Indirect Cost                                    | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | Profit <i>(not allowed for grant recipients)</i> | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | <b>Totals</b>                                    | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | <b>Reallocation Decrease Subtotal</b>            |  |                                      | \$ -  |   |                                      | \$ -  |   |   |   |  |
|          |  | <b>Reallocation Increase Subtotal</b>            |  |                                      | \$ -  |   |                                      | \$ -  |   |   |   |  |
|          | <b>Total Budget Reallocation Between Budget Categories</b> |  |  | \$ -                                 |   |   | \$ -                                 |   |   |   |   |  |
|          |  | Direct Labor                                     | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |
|          |  | Fringe Benefits                                  | \$ -   | \$ -                                 | \$ -  | \$ -                                    | \$ -                                 | \$ -  |   |   |   |  |

| Change # | Date Approved  | Budget Categories  | All values should be rounded to the dollar (\$1) |                            |   |                               |                            |   | Brief Description of and Justification for Change | Total Amount of CEC Funds Moving Between Categories | Cumulative CEC Total (will reset after DD review) | Has this budget been approved by the Deputy Director (DD)?** |
|----------|--|--|--|----------------------------|---|-------------------------------|----------------------------|---|---|---|---|--|
|          |  |  | CEC Share Funds                                  |                            |   | Match Share Funds             |                            |   |   |   |   |  |
|          |  |  | FROM (Approved Budget Totals)                    | TO (Revised Budget Totals) | Amount of CEC Funds Moving Between Categories | FROM (Approved Budget Totals) | TO (Revised Budget Totals) | Amount of Match Funds Moving Between Categories |   |   |   |  |
| 4        |  | Travel   | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  | \$0   | \$0   | Select Yes or No   |
|          |  | Equipment  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Materials/Misc.  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Subrecipients/Vendors                                      | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Indirect Cost  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Profit (not allowed for grant recipients)                  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | <b>Totals</b>  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | <b>Reallocation Decrease Subtotal</b>                      |  |                            | \$ -  |                               |                            | \$ -  |   |   |   |  |
|          |  | <b>Reallocation Increase Subtotal</b>                      |  |                            | \$ -  |                               |                            | \$ -  |   |   |   |  |
|          |  | <b>Total Budget Reallocation Between Budget Categories</b> |  |                            | \$ -  |                               |                            | \$ -  |   |   |   |  |
| 5        |  | Direct Labor   | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  | \$0   | \$0   | Select Yes or No   |
|          |  | Fringe Benefits  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Travel   | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Equipment  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Materials/Misc.  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Subrecipients/Vendors                                      | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Indirect Cost  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Profit (not allowed for grant recipients)                  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | <b>Totals</b>  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | <b>Reallocation Decrease Subtotal</b>                      |  |                            | \$ -  |                               |                            | \$ -  |   |   |   |  |
|          | <b>Reallocation Increase Subtotal</b>                      |  |  | \$ -                       |   |                               | \$ -                       |   |   |   |   |  |
|          | <b>Total Budget Reallocation Between Budget Categories</b> |  |  | \$ -                       |   |                               | \$ -                       |   |   |   |   |  |
| 6        |  | Direct Labor   | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  | \$0   | \$0   | Select Yes or No   |
|          |  | Fringe Benefits  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Travel   | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Equipment  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Materials/Misc.  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Subrecipients/Vendors                                      | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Indirect Cost  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Profit (not allowed for grant recipients)                  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | <b>Totals</b>  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | <b>Reallocation Decrease Subtotal</b>                      |  |                            | \$ -  |                               |                            | \$ -  |   |   |   |  |
|          | <b>Reallocation Increase Subtotal</b>                      |  |  | \$ -                       |   |                               | \$ -                       |   |   |   |   |  |
|          | <b>Total Budget Reallocation Between Budget Categories</b> |  |  | \$ -                       |   |                               | \$ -                       |   |   |   |   |  |
| 7        |  | Direct Labor   | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  | \$0   | \$0   | Select Yes or No   |
|          |  | Fringe Benefits  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Travel   | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Equipment  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Materials/Misc.  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Subrecipients/Vendors                                      | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Indirect Cost  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Profit (not allowed for grant recipients)                  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | <b>Totals</b>  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | <b>Reallocation Decrease Subtotal</b>                      |  |                            | \$ -  |                               |                            | \$ -  |   |   |   |  |
|          | <b>Reallocation Increase Subtotal</b>                      |  |  | \$ -                       |   |                               | \$ -                       |   |   |   |   |  |
|          | <b>Total Budget Reallocation Between Budget Categories</b> |  |  | \$ -                       |   |                               | \$ -                       |   |   |   |   |  |

| Change # | Date Approved  | Budget Categories  | All values should be rounded to the dollar (\$1) |                            |   |                               |                            |   | Brief Description of and Justification for Change | Total Amount of CEC Funds Moving Between Categories | Cumulative CEC Total (will reset after DD review) | Has this budget been approved by the Deputy Director (DD)?** |
|----------|--|--|--|----------------------------|---|-------------------------------|----------------------------|---|---|---|---|--|
|          |  |  | CEC Share Funds                                  |                            |   | Match Share Funds             |                            |   |   |   |   |  |
|          |  |  | FROM (Approved Budget Totals)                    | TO (Revised Budget Totals) | Amount of CEC Funds Moving Between Categories | FROM (Approved Budget Totals) | TO (Revised Budget Totals) | Amount of Match Funds Moving Between Categories |   |   |   |  |
|          |  | <b>Reallocation Decrease Subtotal</b>                      |  |                            | \$ -  |                               |                            |   |   |   |   |  |
|          |  | <b>Reallocation Increase Subtotal</b>                      |  |                            | \$ -  |                               |                            |   |   |   |   |  |
|          |  | <b>Total Budget Reallocation Between Budget Categories</b> |  |                            | \$ -  |                               |                            |   |   |   |   |  |
| 8        |  | Direct Labor   | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  | \$0   | \$0   | Select Yes or No   |
|          |  | Fringe Benefits  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Travel   | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Equipment  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Materials/Misc.  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Subrecipients/Vendors                                      | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Indirect Cost  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Profit (not allowed for grant recipients)                  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | <b>Totals</b>  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | <b>Reallocation Decrease Subtotal</b>                      |  |                            | \$ -  |                               |                            |   | \$ -  |   |   |  |
|          |  | <b>Reallocation Increase Subtotal</b>                      |  |                            | \$ -  |                               |                            |   | \$ -  |   |   |  |
|          | <b>Total Budget Reallocation Between Budget Categories</b> |  |  | \$ -                       |   |                               |                            | \$ -  |   |   |   |  |
| 9        |  | Direct Labor   | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  | \$0   | \$0   | Select Yes or No   |
|          |  | Fringe Benefits  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Travel   | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Equipment  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Materials/Misc.  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Subrecipients/Vendors                                      | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Indirect Cost  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Profit (not allowed for grant recipients)                  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | <b>Totals</b>  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | <b>Reallocation Decrease Subtotal</b>                      |  |                            | \$ -  |                               |                            |   | \$ -  |   |   |  |
|          |  | <b>Reallocation Increase Subtotal</b>                      |  |                            | \$ -  |                               |                            |   | \$ -  |   |   |  |
|          | <b>Total Budget Reallocation Between Budget Categories</b> |  |  | \$ -                       |   |                               |                            | \$ -  |   |   |   |  |
| 10       |  | Direct Labor   | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  | \$0   | \$0   | Select Yes or No   |
|          |  | Fringe Benefits  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Travel   | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Equipment  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Materials/Misc.  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Subrecipients/Vendors                                      | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Indirect Cost  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | Profit (not allowed for grant recipients)                  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | <b>Totals</b>  | \$ -   | \$ -                       | \$ -  | \$ -                          | \$ -                       | \$ -  | \$ -  |   |   |  |
|          |  | <b>Reallocation Decrease Subtotal</b>                      |  |                            | \$ -  |                               |                            |   | \$ -  |   |   |  |
|          |  | <b>Reallocation Increase Subtotal</b>                      |  |                            | \$ -  |                               |                            |   | \$ -  |   |   |  |
|          | <b>Total Budget Reallocation Between Budget Categories</b> |  |  | \$ -                       |   |                               |                            | \$ -  |   |   |   |  |

**Worksheet Specific Instructions**

**Rounding:** All budget values should be rounded to the dollar (\$1). Rounding of any values should be performed using standard rounding practices.

| Change #   | Date Approved | Budget Categories | All values should be rounded to the dollar (\$1) |                            |   |                               |                            |   | Brief Description of and Justification for Change | Total Amount of CEC Funds Moving Between Categories | Cumulative CEC Total (will reset after DD review) | Has this budget been approved by the Deputy Director (DD)?** |
|--|---------------|-------------------|--|----------------------------|---|-------------------------------|----------------------------|---|---|---|---|--|
|  |               |                   | CEC Share Funds                                  |                            |   | Match Share Funds             |                            |   |   |   |   |  |
|  |               |                   | FROM (Approved Budget Totals)                    | TO (Revised Budget Totals) | Amount of CEC Funds Moving Between Categories | FROM (Approved Budget Totals) | TO (Revised Budget Totals) | Amount of Match Funds Moving Between Categories |   |   |   |  |
| <b>**Regarding Deputy Director Approval:</b> The cumulative total will reset automatically when it passes \$300K, or the budget has been approved by the Deputy Director for any other reason listed in the <a href="#">Changes to Grants: Level of Approval and Notification Chart</a> .  |               |                   |  |                            |   |                               |                            |   |   |   |   |  |
| <b>CONDITIONAL FORMATTING APPLIED:</b> If the amount of funding (CEC or Match Share funds) moving between categories is positive, the corresponding Category Budget cell will turn green with conditional formatting (dark green text, light green fill).  |               |                   |  |                            |   |                               |                            |   |   |   |   |  |
| <b>CONDITIONAL FORMATTING APPLIED:</b> If the amount of funding (CEC or Match Share funds) moving between categories is negative, the corresponding Category Budget cell will turn red with conditional formatting (dark red text, light red fill).  |               |                   |  |                            |   |                               |                            |   |   |   |   |  |
| <b>CONDITIONAL FORMATTING APPLIED:</b> If the Budget Category Total for the "Amount of CEC Funds Moving Between Categories" is anything other than zero, the cell fill will turn red with conditional formatting. Also, the associated "Total Budget Reallocation Between Budget Categories" cell will display "Not Balanced", and the cell fill will turn red with conditional formatting. This indicates there is not an equal amount of funds moving between categories and may require a correction. However, if the overall CEC Funds are to be increased or decreased, a formal amendment is required. Contact your CAM for more instructions. |               |                   |  |                            |   |                               |                            |   |   |   |   |  |
| <b>CONDITIONAL FORMATTING APPLIED:</b> If the Budget Category Total for the "Amount of Match Funds Moving Between Categories" is negative, the cell fill will turn red with conditional formatting. This indicates Match Funds are decreasing and requires a formal amendment. Contact your CAM for more instructions.   |               |                   |  |                            |   |                               |                            |   |   |   |   |  |
| <b>CONDITIONAL FORMATTING APPLIED:</b> If the Budget Category Total for the "Amount of Match Funds Moving Between Categories" is anything other than zero, the associated "Total Budget Reallocation Between Budget Categories" cell will display "Not Balanced", and the cell fill will turn red with conditional formatting. This indicates there is not an equal amount of funds moving between categories and may require a correction. However, if the overall Match Share Funds are to be increased or decreased, an amendment is required. Contact your CAM for more instructions.  |               |                   |  |                            |   |                               |                            |   |   |   |   |  |
| <b>CONDITIONAL FORMATTING APPLIED:</b> If the "Total Amount of CEC Funds Moving Between Categories" is greater than or equal to \$150,000, and less than or equal to \$300,000, the cell fill will turn yellow with conditional formatting. This indicates an amendment is required with a higher level of approval. Contact your CAM for more instructions.   |               |                   |  |                            |   |                               |                            |   |   |   |   |  |
| <b>CONDITIONAL FORMATTING APPLIED:</b> If the "Total Amount of CEC Funds Moving Between Categories" is greater than \$300,000, the cell fill will turn orange with conditional formatting. This indicates an amendment is required with an even higher level of approval. Contact your CAM for more instructions.  |               |                   |  |                            |   |                               |                            |   |   |   |   |  |

**EXHIBIT C**  
**CLEAN TRANSPORTATION PROGRAM (CTP) TERMS AND**  
**CONDITIONS**

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## TERMS AND CONDITIONS

### 1. **Grant Agreement**

This project is being funded with a grant from the California Energy Commission's (Energy Commission) Clean Transportation Program (CTP, formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program).

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for grant awards. The Energy Commission may impose additional special conditions in this grant Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the Energy Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the Energy Commission and the Recipient. Project means Recipient's specific project that is funded in whole or in part by this Agreement. The Recipient's project may coincide with or extend outside the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The Energy Commission cannot authorize any payments until all parties sign this Agreement.

### 2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsection (f). Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

**Solicitation Documents** (if award is made through a competitive solicitation)

- a. The funding solicitation under which this Agreement was awarded.
- b. The Recipient's proposal submitted in response to the solicitation

**Federal Cost Principles** (applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations)

- c. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)



**Federal Acquisition Regulations** (applicable to commercial organizations)

- d. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

**Nondiscrimination**

- e. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

**General Laws**

- f. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

**3. *Funding Limitations***

Any federal, State, and local laws and regulations applicable to your project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

**4. *Due Diligence***

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Energy Commission Agreement Manager (CAM) will periodically evaluate the Schedule of Products and Due Dates for completion of the Statement of Work tasks. If the CAM determines (1) the Recipient is not being diligent in completing the tasks in the Statement of Work or (2) the time remaining in this Agreement is insufficient to complete all project work tasks by the approved Agreement end term date, the CAM may recommend that this Agreement be terminated, and the Agreement may, without prejudice to any of the Energy Commission's remedies, be terminated.

**5. *Products***

Products are defined as any tangible item specified in the Statement of Work. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the CAM for review and comment. The Recipient will submit an original and two copies of the final version of all products to the CAM.

**6. *Reports***

- a. Progress Reports

The Recipient shall submit progress reports to the CAM as indicated in the Special Conditions or Work Statement. At a minimum, each progress report shall include the following:

**Work Statement:** This section should include a brief restatement of the approved tasks in the Work Statement and a report on the status of each, including a discussion of any products due and whether or not the project is progressing according to schedule. This section also should include a discussion of any problems encountered, proposed changes to the tasks in the Work Statement, and anticipated accomplishments in the upcoming quarter.

**Financial Status:** This section should include a narrative report comparing costs incurred to date with the approved Budget. The report should state whether or not the project is progressing within the approved Budget and discuss any proposed changes.

**Additional Information:** Additional information may be required in the progress reports as specified in the Work Statement or Special Conditions.

b. Final Reports

A draft final report shall be submitted to the CAM in accordance with the currently approved Schedule of Products and Due Dates. At a minimum, the report shall include:

- Table of Contents.
- Abstract.
- A brief summary of the objectives of the project and how these objectives were accomplished.
- Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
- A statement of future intent of the grant Recipient to maintain or further develop the project.
- A consolidated list of subcontractors funded in whole or in part by the grant Recipient. Include the name, address, concise statement of work done, period, and value of each.
- Additional information as specified in this Agreement or as directed by the CAM.

The CAM will review the draft report. The Recipient will incorporate applicable comments and submit the final report (the original and two copies) to the CAM.

c. Rights in Reports

The Energy Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Energy Commission.

d. **Failure to Comply with Reporting Requirements**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

**7. Publications - Legal Statement on Reports and Products**

The Recipient is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Energy Commission, and all such products or reports shall include the following statement:

**LEGAL NOTICE**

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

**8. Changes to the Agreement**

a. **Procedure for Requesting Changes**

The Recipient must submit a written request to the CAM for any change to the Agreement. The request must include:

- A brief summary of the proposed change;
- A brief summary of the reason(s) for the change;
- Justification for the change; and
- The revised section(s) of the Agreement, with changes made in underline/ strikethrough format.

b. **Approval of Changes**

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 13 of these terms. No oral understanding or agreement is binding on any of the parties. Changes to the Agreement must be approved at a Commission business meeting or by the Executive Director (or his/her designee).

The CAM or Commission Agreement Officer will provide the Recipient with guidance regarding the level of Commission approval required for a proposed change.

c. **Personnel or Subcontractor Changes**

All changes below require advance written approval by the CAM, in addition to the appropriate level of Commission approval as described in subsection (b).

1) Replacement of Key Personnel, Subcontractors, and Vendors

The CAM must provide advance written approval of the replacement of personnel, subcontractors, and vendors who are identified in the Agreement and are critical to the outcome of the project, such as the Project Manager.

2) Assignment of New Personnel to an Existing Job Classification

If the Recipient or a subcontractor seeks to assign new personnel to a job classification identified in Exhibit B, the Recipient or subcontractor must submit the individual's resume and proposed job classification and rate to the CAM for approval. The proposed rate may not exceed the maximum rate identified for the job classification. Neither the Recipient nor any subcontractor may use the job classifications or rates of their subcontractors for personnel.

If the individual performs any work prior to the effective date of the amendment documenting the change, the Recipient will bear the expense of the work.

3) Promotion of Existing Personnel (Applies to Recipients and major subcontractors)

Promotion of existing Recipient and major subcontractor personnel to rates higher than those listed for their current classification in Exhibit B will not be approved. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

4) Addition of job classifications and changes in hours.

5) Increased direct operating expenses and rates that exceed the expenses and rates identified in Exhibit B.

## 9. ***Contracting and Procurement Procedures***

This section provides general requirements for an agreement between the Recipient and a third party ("subcontractor").

All subcontracts must be submitted to the CAM for review prior to execution. For subcontracts that are listed as "to be determined" in the Budget, the Recipient must submit a revised Budget to the CAM, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor. In addition, Recipient must have a fully executed subcontract before the subcontractor can incur any costs for which the Recipient will seek reimbursement.

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

The Energy Commission will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

Upon request, the Recipient must submit to the CAM a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- Language conforming to the "Nondiscrimination" provision in this Agreement.
- The Standard of Performance provisions specified in this Agreement.
- Retention of Records provisions specified in this Agreement.
- Audits provisions specified in this Agreement.
- Language conforming to the "Indemnification" provision in this Agreement.
- Public Work -- Payment of Prevailing Wages Generally Required by Law provisions in this Agreement.
- Assembly Bill 841 (2020) provision specified in this Agreement.

Recipients who are subcontracting with University of California (UC) may use the terms and conditions negotiated by the Energy Commission with UC for their subcontracts. Recipients who are subcontracting with the Department of Energy (DOE) national laboratories may use the terms and conditions negotiated with DOE.

Without limiting any of the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

## **10. Bonding and Insurance**

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations.

## **11. Permits and Clearances**

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

## **12. Equipment**

Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with Energy Commission funds. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the Project. For purposes of determining depreciated value of equipment used in the Agreement, the Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of such equipment.

Title to equipment acquired by the Recipient with grant funds shall vest in the Recipient. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds, and the Recipient shall not encumber the property without CAM approval. When no longer needed for the original project or program, the Recipient shall contact the CAM for disposition instructions.

## **13. Termination**

This project may be terminated for any reason set forth below.

### **a. With Cause**

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;

- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
  - Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.
- b. Without Cause
- The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

#### **14. Stop Work**

Energy Commission staff may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

- a. Compliance. Upon receipt of such stop work order, Recipient shall immediately take all necessary steps to comply therewith and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. Recipient shall resume the work only upon receipt of written instructions from Energy Commission staff.

#### **15. Travel and Per Diem**

- a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the Energy Commission's Web Site at: [http://www.energy.ca.gov/contracts/TRAVEL\\_PER\\_DIEM.PDF](http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF).
- b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees' assigned responsibilities for this award are permanently assigned.
- c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.
- d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and Commission Agreement Officer prior to travel departure. The Energy Commission will reimburse travel expenses from the Recipient's office location.

- e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure and destination cities. Travel receipts, including for travel meals and incidentals, shall be submitted with payment requests requesting reimbursement from the Energy Commission.

**16. Standard of Performance**

Recipient, its subcontractors and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by CAM, shall be borne in total by Recipient and not the Energy Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Recipient and/or its subcontractors is deemed by the Energy Commission to have failed the foregoing standard of performance.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- a. Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission;
- b. The Energy Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
- c. The Energy Commission shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (a) and (b) above. In the event the Energy Commission directs Recipient/subcontractor not to re-perform a task, the Energy Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.



## **17. Payment of Funds**

The Energy Commission agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed.

The Recipient can only bill for actual expenses incurred at the Recipient's actual rates not to exceed the rates specified in the Budget (e.g., direct labor rates, fringe benefit rates, and indirect rates). For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. Another example is if the maximum fringe benefit rate listed in the Budget is 20% but the Recipient's actual fringe benefit rate is only 15%, the Recipient can only bill at 15%. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

### **a. Payment Requests**

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement. The final payment request must be received by the Energy Commission by either (1) the approved agreement end term date or (2) the date specified in the Special Terms and Conditions of this agreement (if any), whichever is earlier.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has incurred the cost for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

Funds in this Agreement have a limited period in which they must be expended. All Recipient expenditures must occur within the approved term of this Agreement.

### **b. Documentation**

All payment requests must be submitted using a completed Payment Request form. This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for both Energy Commission and match share, including backup documentation for actual expenditures, such as time cards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient via a Dispute Notification Form (Std. 209) and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

c. Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

*I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract or other procurement method.*

*Additional certification required related to the payment of prevailing wages. Refer to section 26 of these terms and conditions for more information.*

d. Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal Government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

e. Release of Funds

The CAM will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the CAM.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the CAM.
- All products due have been submitted and are satisfactory to the CAM.
- Other prepayment conditions as may be required by the CAM have been met. Such conditions will be specified in writing ahead of time, if possible.

f. Fringe Benefits, Indirect Overhead, and General and Administrative (G&A),

Indirect cost rates must be developed in accordance with generally accepted accounting principles. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead or G&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed in this agreement.
- The cost pools used to develop the federal rates must be allocable to the Energy Commission Agreement, and the rates must be representative of the portion of costs benefiting the Energy Commission Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Energy Commission Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the Energy Commission Agreement.
- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Energy Commission Agreement.
- The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.

g. Retention

It is the Energy Commission's policy to retain 10 percent of any payment request or 10 percent of the total Energy Commission award at the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The CAM will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

h. State Controller's Office

Payments are made by the State Controller's Office.

**18. Fiscal Accounting Requirements**

a. Accounting and Financial Methods

The Recipient shall establish a separate ledger account or fund for receipt and disbursement of Energy Commission funds for each project funded by the Energy Commission. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

b. Retention of Records

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

c. Audits

Upon written request from the Energy Commission, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the Energy Commission or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Energy Commission notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.

d. Match Share Requirements

Match Share means cash or in-kind (non-cash) contributions provided by Recipient, subcontractors or third parties that will be used in performance of this Agreement.

The Recipient agrees to provide the Minimum Match Share Percentage of Total Allowable Project Costs, even if the Agreement is terminated early or otherwise ends before project completion. The Minimum Match Share Percentage is the Minimum Match Share Required (as specified on the CEC-146) divided by the Total of Reimbursable Amount and Minimum Match Share Required (as specified on the CEC-146). Total Allowable Project Costs is the sum of all actual, allowable costs incurred in performance of the Agreement and approved by the Energy Commission.

For example, if the CEC-146 specifies the following,

|   |           |
|---|-----------|
| Reimbursable Amount   | \$200,000 |
| Minimum Match Share Required                                    | \$50,000  |
| Total of Reimbursable Amount and Minimum Match Share Required   | \$250,000 |
| Minimum Match Share Percentage of Total Allowable Project Costs | 20%       |

the Recipient agrees to be liable for a minimum of 20% (\$50,000 divided by \$250,000) of Total Allowable Project Costs. In this example and at the end of the agreement, if Total Allowable Project Costs is \$125,000, the Recipient shall have provided a minimum of \$25,000 (\$125,000 times 20%) as match share.

Without limiting any of the Energy Commission's other rights or remedies, the Recipient agrees that if it fails to provide the Minimum Match Share Percentage of Total Allowable Project Costs, and if requested by the Energy Commission, the Recipient shall repay an amount to ensure the Recipient provides, at a minimum, the Minimum Match Share Percentage of Total Allowable Project Costs.

For example, and building upon the previous example, if:

- A. Energy Commission funds disbursed = \$110,000
- B. Match Share Documented and Approved = \$15,000
- C. Total Allowable Project Costs = \$125,000 (Line A plus Line B)
- D. Minimum Match Share Percentage of Total Allowable Project Costs = 20%
- E. Minimum Match Share Amount Required = \$25,000 (Line C multiplied by Line D)

the Energy Commission may request, and the Recipient would be required to repay upon such request, \$10,000 (Line E minus Line B) to the Energy Commission.

The maximum amount to be reimbursed by the Energy Commission under this Agreement is the Reimbursable Amount specified on the CEC-146. The Energy Commission award amount is fixed and will not be augmented. If actual Total Allowable Project Costs exceed estimated Total Allowable Project Costs, the Recipient is responsible for those additional costs.

The Recipient must maintain accounting records detailing the expenditure of the Match Share and provide documentation of expenditures as described in this Agreement (e.g., under this Exhibit C "Payment of Funds" and "Fiscal Accounting Requirements").

In the event of any conflict or inconsistency between the Minimum Match Share Required specified on the CEC-146 and the Match Share specified on other Exhibits to this Agreement, the Minimum Match Share Required specified on the CEC-146 shall control.

**19. Indemnification**

The Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

**20. Workers' Compensation Insurance**

- a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.
- b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

**21. General Provisions**

- a. Governing Law

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

- b. Independent Capacity

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission.

- c. Assignment

Without the written consent of the Energy Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

- d. Timeliness

Time is of the essence in this Agreement.

- e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The Energy Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

(1) Recipient shall promptly notify the Energy Commission of the occurrence of each of the following:

- (a) A change of address.
- (b) A change in the business name or ownership.
- (c) The existence of any litigation or other legal proceeding affecting the project.
- (d) The occurrence of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.
- (e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Energy Commission's rights.

(2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Energy Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Energy Commission is not satisfied that the new entity can perform as the original Recipient, the Energy Commission may terminate this Agreement as provided in the termination paragraph.

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- "Payments of Funds"
- "Equipment"
- "Change in Business"
- "Termination"

- “Audit”
- “Indemnification”
- “Fiscal Accounting Requirements”

## **22. *Certifications and Compliance***

### **a. Federal, State and Municipal Requirements**

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

### **b. Nondiscrimination Statement of Compliance**

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.



c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a)(1).
- (2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - Any available counseling, rehabilitation, and employee assistance programs; and
  - Penalties that may be imposed upon employees for drug abuse violations.
- (3) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:
  - Will receive a copy of the company's drug-free policy statement;
  - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the Energy Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of \$100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- e. Americans with Disabilities Act
- By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

### **23. Site Visits**

The Energy Commission and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subawardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

### **24. Confidentiality**

a. Information Considered Confidential

Confidential information is information designated confidential pursuant to the procedures specified in 20 CCR 2505. If applicable, all Recipient information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

b. Confidential Deliverables: Labeling and Submitting Confidential Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Recipient, as "Confidential" on each page of the document containing the Confidential Information and presented in a sealed package to the Commission Agreement Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the "confidential" volume: no Confidential Information will be in the "public" volume.

c. Submittal of Unanticipated Confidential Information as a Deliverable

The Recipient and the Energy Commission agree that during this Agreement, it is possible that the Recipient may develop additional data or information not originally anticipated as a confidential deliverable. In this case, Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment to this Exhibit.

d. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Recipient or any other entity become public records and are no longer subject to the above confidentiality designation.

**25. Budget Contingency Clause**

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in the Scope of Work. In this event, the Energy Commission shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Energy Commission shall have the option to either: 1) cancel this Agreement with no liability occurring to the Energy Commission; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

**26. Public Works -- Payment of Prevailing Wages**

**Generally Required by Law**

Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over \$1,000.

**NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.**

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

**NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.**

By accepting this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, Recipient must either:

- (a) Proceed on the assumption that the project is a public work and ensure that:
- (i) prevailing wages are paid; and
  - (ii) the project budget for labor reflects these prevailing wage requirements; and
  - (iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

**NOTE: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.**

If the Recipient is unsure whether the project receiving this award is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

**NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.**

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the Energy Commission is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

**NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.**

**Subcontractors and Flow-down Requirements.** Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevaling wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

**Indemnification and Breach.** Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses the Energy Commission's performance of this Agreement at the Energy Commission's option, and shall be at Recipient's sole risk. In such a case, Energy Commission may refuse payment to Recipient of any amount under this Agreement and Energy Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Recipient agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

**Budget.** Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

**Covered Trades.** For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

**Questions.** If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

**Certification.** Recipient shall certify to the Energy Commission on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this Agreement, and Energy Commission shall be relieved of any obligation to pay said funds.

**27. *Intellectual Property***

The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

**28. *Commission Remedies for Recipient's Non-Compliance***

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

**29. *Assembly Bill 841 (2020)***

By signing this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with this section. AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. As a policy matter, the CEC is applying the EVITP certification requirements to project work funded under this Agreement, regardless of whether it might be performed prior to January 1, 2022, unless an exception applies.

Therefore, applying PUC 740.20 EVITP requirements to this Agreement means that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:

- (1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
- (2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
- (3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

**STREAMLINING GRANT TERMS AND CONDITIONS**

The Energy Commission (CEC) has undergone a significant effort to improve its grant agreements across its programs. To implement these improvements, the CEC and existing grant recipients must amend existing agreements. Because different CEC programs have different terms and conditions and because even the same CEC programs can have different terms depending on when the agreements were executed, individually changing the terms in each existing grant agreement is impractical. Instead, the CEC has developed these terms and conditions and placed them in their own document. Existing grant agreements can be amended to include this document.

The CEC acknowledges that terms in this document will conflict with some of the terms and other requirements in existing grant agreements. Accordingly, where there is a conflict, the CEC and Recipient agree that this document controls. Outside of the changes made by this document, all other grant terms and requirements remain unchanged.

**Acronyms and Terms Used in this Document and Their Meaning**

|                                       |   |
|---------------------------------------|---|
| Agreement                             | The grant agreement executed between the CEC and the Recipient.   |
| Budget Categories                     | Means the following categories in Exhibit B, Budget: Direct Labor, Fringe Benefits, Travel, Equipment, Materials and Miscellaneous, Subrecipients and Vendors (formerly Subcontractors), and Indirect Costs and Profit.   |
| CAM                                   | Commission Agreement Manager  |
| CEC                                   | California Energy Commission  |
| Existing Terms                        | The terms that might be found in any of the CEC grant agreements in any of its programs, including the terms for this Agreement.  |
| Incurred Costs                        | An expense for which the Recipient has become liable (legally obligated) to pay.  |
| MTDC                                  | Modified Total Direct Costs, which means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, rental costs, tuition remission, scholarships and fellowships, and the portion of each subaward in excess of \$25,000. |
| Paid Costs                            | An expense for which the Recipient has already made payment.  |
| Recipient                             | The entity that executed this Agreement with the CEC.   |
| Subaward                              | For the Recipient, a Subaward means all agreements it has with Subrecipients and Vendors. For a Subrecipient, a Subaward means all agreements it has with Sub-Subrecipients and Vendors. For any lower-tiered level of Sub-Subrecipient, a Subaward means all agreements it has with its own Sub-Subrecipients and Vendors.   |
| Subrecipient (formerly Subcontractor) | A person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of   |



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|                  |  |
|------------------|--|
|                  | the grant’s activities. A Subrecipient’s role involves discretion over grant activities and is not merely just selling goods or services.  |
| Sub-Subrecipient | Has the same meaning as a Subrecipient except that it receives grant funds from a Subrecipient or any lower tier level of a Sub-Subrecipient.  |
| Vendor           | A person or entity that sells goods or services to the Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient, in exchange for some of the grant funds, and does not make decisions about how to perform the grant’s activities. The Vendor’s role is ministerial and does not involve discretion over grant activities. |
| These Terms      | The terms in this document titled “ <a href="#">Streamlining Grant Terms and Conditions.</a> ”   |

### 1. Decoupling Products from Invoices

Existing Terms typically require grant recipients to submit products with invoices. This is no longer required. Recipients can separately submit products and invoices.

### 2. Quarterly Instead of Monthly Reports

Most grants include within their scopes of work an administrative task requiring grant recipients to submit monthly progress reports, often concurrent with submission of an invoice. This is no longer required. Instead, Recipients will now submit progress reports quarterly instead of monthly. Unless a different arrangement is discussed with and approved by the Commission Agreement Manager (CAM) in writing, which can be done without amending these terms (e.g., as simple as an email from the CAM), quarterly means by the tenth day of each January, April, July, and October.

### 3. New Requirement for Monthly Calls with the CAM

Instead of monthly progress reports currently required under Task 1, Recipients shall participate in brief phone calls that will occur at least monthly and which will be initiated by the CAM to briefly discuss project progress and identify any emerging issues. Monthly calls might not be held on those months when a quarterly progress report is submitted or the CAM determines that a monthly call is unnecessary.

### 4. Amendments and Other Changes

Existing Terms typically require a written amendment signed by both the CEC and Recipient for any change to the grant agreement. In contrast, These Terms allow certain changes, as described in this document, to be made to this Agreement without a formal amendment.

#### A. Budget Reallocations

No CEC approval is needed for a Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient to move funds **within** each of the following Budget Categories listed in the Exhibit

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B: Direct Labor, Fringe Benefits, Travel, Equipment, Materials and Miscellaneous, Subrecipients, and Indirect Costs. (However, please note that per section 4.B. below, any new M&M, Equipment, Subrecipient or Vendor not listed in the budget does need to be approved prior to reimbursement.) If the Recipient wants to move funds between Budget Categories or submits an invoice that if paid would exceed a Budget Category, the Recipient has at least the following choices:

1. Request an amendment from the CEC. The CEC will not pay the invoice if and until an amendment is approved, except possibly for the final invoice per section 4.A.3 below. In its sole discretion, the CEC might pay the portion of the invoice that does not involve the amount that goes beyond the Budget Category.
2. Retract the invoice and resubmit a corrected one that keeps within Budget Categories. The Recipient can treat the amount paid beyond the Budget Category as match funds if the expenditure meets all of the applicable Agreement requirements for match funds.
3. If there is a Budget Category overage on the final invoice, the Recipient can discuss with the CAM if the invoice can be approved without needing the amendment in section 4.A.1 above. The CAM will require a written justification for the budget category overage to determine if the invoice can be approved.

This new flexibility does NOT mean the Recipient can exceed the overall Agreement amount.

Because Existing Terms may define “Budget Reallocation” to mean the movement of funds between tasks and possibly in other ways than moving funds between Budget Categories, such definitions are considered deleted and superseded by These Terms.

#### B. New Items under Materials and Miscellaneous, and Equipment

The CAM must approve in writing of any new materials and miscellaneous expenses of \$5,000 or more or new equipment the Recipient plans to purchase and be reimbursed under this Agreement that is not already listed in Exhibit B, Budget. To accomplish this, the Recipient can submit either prior to invoicing or with its invoice a completed form titled "[NEW EQUIPMENT/M&M FORM](#)" which includes a description of the item and a brief explanation of the need for the item. The CAM will approve items that he or she determines to be necessary to the Agreement and do not exceed budgeted amounts for each Budget Category unless Recipient follows the processes in section 4.A. “Budget Reallocation” directly above.

Any restrictions in the solicitation or elsewhere in the Agreement still apply to the specific items under Materials and Miscellaneous, and Equipment that can be purchased using CEC Funds or Match Share Funds. The restrictions still apply even though the CAM does not have to approve new materials and miscellaneous expenses under \$5,000.

C. An Amendment is No Longer Needed to Replace “Key Personnel.”

Existing Terms typically require Recipients and their Subrecipients to obtain advance written approval, sometimes through a formal written amendment, before the Recipient added or replaced key or other personnel, or added or removed job classifications. Now, except when replacing “key personnel” the Recipient and its Subrecipients and any lower-tiered level of Sub-Subrecipient, can make change related to their respective personnel without written approval. Although changes to “key personnel” do require written approval, that approval can be requested and granted simply through an e-mail communication or other form of written communication.

These Terms clarify that Recipients may be reimbursed for actual expenses incurred by new “key personnel” during the term of the Agreement, even if written approval comes after an individual begins work on the project. However, if the replacement is not approved, then the Energy Commission will not reimburse for any expenses charged for the individual. Accordingly, Recipients are strongly encouraged to obtain advance written approval for “key personnel” or risk not being reimbursed for their work.

Recipient must keep the CAM informed of personnel changes through monthly calls and quarterly progress reports. In addition to any other rights and remedies available to the CEC, the Energy Commission retains its authority to issue a Stop Work Order if it becomes clear that a Recipient or Subrecipient’s personnel, key or otherwise, are unable to fulfill their responsibilities under the Agreement.

Please note that the process in the Existing Terms for replacing Subrecipients and Vendors, and each tier lower of Sub-Subrecipients, may have changed. See section 7 below titled “Subrecipients and Vendors.”

D. Assignment of New Personnel to an Existing Job Classification

Existing Terms might require Recipients to submit a resume and other information to the CAM to approve before assigning new personnel to existing job classifications. The Existing Terms might also require an amendment, and that an amendment must be fully executed before new personnel can begin work on the agreement. This pre-approval is no longer required. Instead, Recipient will keep the CAM informed of personnel changes and provide any information requested by the CAM during monthly calls and/or quarterly progress reports. Please see section 5.A. below in the “Budgets and Payment of Funds” term for how direct labor rates will now be handled.

E. Promotion of Existing Personnel to an Existing Job Classification

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Existing Terms might require grant recipients to execute an amendment or otherwise provide information to, and obtain approval from, the CAM before promoting existing personnel to existing job classifications. None of this is required any longer. Please see section 5.A. below in the “Budgets and Payment of Funds” term for how direct labor rates will now be handled.

## 5. Budgets and Payment of Funds

### A. No More Capped Maximum Rates for Direct Labor and Fringe Benefits

Existing Terms typically state that rates in Exhibit B, Budget, for Direct Labor, Fringe Benefits, Indirect Costs, and Profit (for Subrecipients) are maximum rates and Recipients can invoice for actual expenses up to these capped, maximum rates.

Under These Terms, the rates in Exhibit B, Budget, for Direct Labor and Fringe Benefits are now treated as estimates and not capped rates. The Recipient can invoice at higher rates as long as it is only invoicing for actual expenditures it has made. However, the Recipient cannot invoice and be paid for more than the total amount in each Budget Category without an amendment (please see section 4.A. above in these terms), or for more than the total Agreement amount.

Please note this new flexibility only applies to rates for Direct Labor and Fringe Benefits. Except as otherwise provided in These Terms, restrictions on Indirect Costs and Profit in the Existing Terms still apply.

Please also note that rates listed in the budget are NOT “negotiated rates” that can be charged by a Recipient or Subrecipient – documentation must be made available upon request to show that the rates charged reflect actual costs incurred.

### B. Options for Indirect Costs

Existing Terms typically allow grant recipients to invoice and receive reimbursement for actual Indirect Costs up to the maximum amount listed in Exhibit B, Budget. Indirect Costs are subject to audit, and recipients are required to provide backup documentation upon request proving the actual amount of their Indirect Costs. These Terms provide two additional options.

The following options may be available to any Recipient who has not yet invoiced for indirect costs at the time of this amendment. These options are not available to any Recipient that has opted not to claim indirect. A Recipient may not use these options to increase a current indirect rate on which the Recipient was scored in the application process. Once a Recipient has been reimbursed for indirect costs, they may not switch among options.

#### 1. De Minimis Option

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Under These Terms, the Recipient can elect to invoice and receive a de minimis amount at the set rate of 10% of the Modified Total of Direct Costs (MTDC) for Indirect Costs. This cannot be combined with any other Indirect Rate option.

MTDC is defined for purposes of These Terms as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, rental costs, tuition remission, scholarships and fellowships, and the portion of each subaward in excess of \$25,000. This is the same definition used in federal grants. Keeping this the same as the federal definition should make this easy for recipients with both federal and CEC grants that elect this option.

If the Recipient chooses this de minimis option for Indirect Costs, the Recipient will not have to provide backup documentation for the de minimis amount and will not be audited on it. However, the Existing Term requirements, including for backup documentation and audits, still apply to any Indirect Costs invoiced by the Recipient and reimbursed by the CEC not utilizing the de minimis amount.

2. Defense Contract Audit Agency (DCAA) or other Federally Approved Indirect Rate

An entity that has a federally approved indirect rate from DCAA or another Federal agency may use the approved indirect rate for Energy Commission grants. A copy of the Federal agency's letter must be provided.

This rate will typically shift annually, and this shift is generally acceptable. This is the only Indirect Cost option that is not strictly subject to the max rate cap that typically applies to Indirect Costs. If the federal rate decreases from year to year, that will be a cost savings under this budget category. If the federal rate increases from year to year, this will require a budget reallocation. If the Energy Commission, in its sole discretion, determines that a budget reallocation to accommodate an increased Indirect Rate would risk the ultimate success of the project, or is otherwise not in its best interest, the Energy Commission reserves the right to either propose a smaller increase that would not risk the ultimate success of the project, or refuse to increase the Indirect Rate. For any increase the Energy Commission will not reimburse from CEC Funds, the Recipient or Subrecipient may choose to charge the increase as Match Funds.

If the Recipient chooses this option for Indirect Costs, the Recipient will not be audited on this budget category. However, the Existing Term requirements, including for backup documentation and audits, still apply to any Indirect Costs invoiced by the Recipient and reimbursed by the CEC not utilizing this option.

C. Travel and Per Diem

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APPENDIX C-1

1. Travel not listed in Exhibit B, Budget, can be added without an amendment via CAM approval. CAM approval can come in one of two forms: written authorization from the CAM prior to the Recipient taking the trip, or through the invoice review. Outside of a budget reallocation, additional travel requests are submitted using the CEC's [Travel Form](#). Recipient understands, however, that any travel taken that is not listed in Exhibit B, the Budget, or not pre-approved by the CAM in writing, is at the Recipient's own financial risk. The CAM might not approve the trip as part of invoice review. Please note that the Recipient cannot invoice and be paid for more than the total amount in the Travel Budget Category without an amendment (please see section 4.A. above in These Terms), or for more than the total Agreement amount.

2. Existing Terms explain what recipients can invoice for and be reimbursed for travel and per diem expenses. After this Agreement is amended to include These Terms, Recipients can instead invoice and be reimbursed using the rates listed on the ECAMS Resources webpage. Because the rates maintained on the ECAMS Resources webpage can change over time, the Recipient will be allowed to be reimbursed for the rates in place when the trip expenses become an Incurred Cost. The CEC shall notify the Recipient in writing by way of the Active Agreements listserve if the travel rates change. Please sign up for the Active Agreements listserve to stay informed of all updates.

3. Lodging

The Recipient can invoice at standard room rates. The CEC will not reimburse for luxury accommodations.

4. Airfare

The Recipient can invoice at coach rates on commercial carriers. The CEC will not pay for upgrades on flights.

5. Rental Car

The Recipient can invoice for vehicles appropriate for the purpose of the travel. The CEC will not reimburse expenses for luxury vehicles.

6. Bus/Train

The Recipient can invoice for standard coach rates. The CEC will not reimburse for upgrades.

7. Per Diem

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APPENDIX C-1

Per diem is allowable for actual costs incurred up to the total daily maximum for the following combined expenses:

- Meals
- Incidentals (i.e. tips for hotel staff and taxi/ride share drivers)
- Parking
- Tolls
- Taxi/ride share

The CEC will not reimburse any expenses under this Agreement for alcoholic beverages. In addition, the daily per diem is for the individual expenses of those traveling and working on the Agreement only. It cannot be used to pay for expenses of others (e.g., it cannot be used to buy a meal for someone else).

#### D. Payment Request Format

Existing Terms may list specific items the Recipient must include in its invoices. These requirements in the Existing Terms is no longer required. Instead, the CAM will provide an invoice template, and any further modifications to it, that the Recipient shall use.

#### E. Rounding

Under These Terms, the only exception to the CEC paying actual expenses is rounding to the nearest cent. Recipient, Subrecipients, and each lower-tiered level of Sub-Subrecipients shall round invoiced amounts to the nearest cent (\$0.01) using standard rounding, which is rounding down for \$0.000 through \$0.004, and rounding up for \$0.005 through \$0.009. Rounding cannot be used to exceed the amount in any Budget Category (see section 4.A. above in These Terms) or exceed the total Agreement amount.

#### F. New Certification for Payment Requests

Existing Terms may require recipients to include and sign a certain certification in its payment requests. These Terms instead require the Recipient to include and sign the certification provided by the CAM in the Invoice Template. The CAM can change this certification without amending this Agreement.

#### G. The CEC No Longer Must Use a Specific Dispute Notification Form to Dispute Invoices

Existing Terms may require the CEC to use a Dispute Notification Form, Std. 209 Form, or other specific form when disputing invoices. These requirements no longer apply. Under These Terms, the CEC can now dispute an invoice in any manner it chooses as long as it is provided in writing to the Recipient.

### 6. Incurred Costs

EXHIBIT C  
APPENDIX C-1

Existing Terms may not allow recipients to be reimbursed for Incurred Costs. Accordingly, These Terms change that and allow the CEC to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

The Recipient shall pay ALL Incurred Costs for which it has invoiced the CEC within 14 calendar days of receiving payment under this Agreement for the Incurred Costs. For example, if the Recipient invoices the CEC and then receives payment on September 15 for an Incurred Cost of \$10,000, the Recipient shall pay the entire \$10,000 by September 29. This requirement is needed to prevent Recipient from creating long lead times for Incurred Costs (e.g., invoicing and receiving payment from the CEC but not paying for the Incurred Costs for weeks or months).

The Recipient shall only invoice the CEC for Incurred Costs the Recipient will pay within 14 calendar days of receiving payment. For example, assume the Recipient has an Incurred Cost for a piece of equipment that costs \$300,000 and will pay in three installments of \$100,000 each over three months. The Recipient shall only invoice the CEC for \$100,000 each month. The Recipient shall not invoice for the entire \$300,000 and retain the balance over the three months.

For any Incurred Costs for which the Recipient received funds from the CEC and does not pay within 14 calendar days, the Recipient shall on the very next business day after the 14 calendar days submit repayment of the unpaid amount back to the CEC. Repaid funds will be placed back into the Agreement and will be available to reimburse allowable costs in accordance with this Agreement. When making a repayment under this provision, the Recipient shall specify "Repayment of Unspent Funds under Agreement [insert agreement number]." Recipient shall remit the repayment to:

California Energy Commission  
Accounting Office  
715 P Street, MS-2  
Sacramento, CA 95814

This repayment requirement of the Recipient is in addition to any other rights the CEC can enforce relative to this Agreement. Recipient agrees and acknowledges that time is of the essence in paying Incurred Costs and submitting repayments, and the CEC can treat the Recipient's breach of either requirement as a material breach. Recipient can contact the CAM for any questions about the logistics of making repayments.

## **7. Subrecipients and Vendors**

Existing Terms typically only distinguish between the Recipient and any lower tier of subcontractors. But not all subcontractors are the same. Some are entrusted with significant



EXHIBIT C  
APPENDIX C-1

responsibility to meet the Agreement's objectives, and others are merely suppliers of goods and services.

These Terms allow the Recipient with CAM written approval to divide subcontractors into Subrecipients and Vendors. If this distinction is not made between Subrecipients and Vendors, all entities currently deemed subcontractors will be treated as Subrecipients.

A Subrecipient is defined as a person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of the grant's activities. A Subrecipient's role involves discretion over grant activities and is not merely just selling goods or services.

Characteristics which support the classification of the entity as a subrecipient include when the entity:

- (1) Has its performance measured in relation to whether objectives of a CEC program were met;
- (2) Has responsibility for programmatic decision-making;
- (3) Is responsible for adherence to applicable CEC program requirements specified in the CEC award agreement;
- (4) In accordance with its agreement, uses the CEC funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the recipient or subrecipient; or,
- (5) Provides match share funding contributions to the CEC-funded project.

A Sub-Subrecipient has the same meaning as a Subrecipient except that it receives grant funds from a Subrecipient. There can also be further levels below of Sub-Subrecipients.

A Vendor is defined as a person or entity that sells goods or services to the Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient, in exchange for some of the grant funds, and does not make decisions about how to perform the Agreement's activities. The Vendor's role is ministerial and does not involve discretion over Agreement activities. A vendor is an entity selected through a competitive process or is otherwise providing a product or service at a fair and reasonable price. Characteristics indicative of a procurement relationship between the Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient and a Vendor are when the Vendor:

- (1) Provides the goods and services within normal business operations;
  - (2) Provides similar goods or services to many different purchasers;
  - (3) Normally operates in a competitive environment;
  - (4) Provides goods or services that are ancillary to the operation of the CEC program;
- and
- (5) may not be subject to compliance with all of the requirements of the CEC program as a result of the agreement, though similar requirements may apply for other reasons.

EXHIBIT C  
APPENDIX C-1

A. Subrecipient and Sub-Subrecipient Flow-Down Terms

For Recipient's agreements with Subrecipients, the Recipient shall follow any flow-down requirements in the Existing Terms for subcontractors, except the Recipient does not need to include the following terms if they are not applicable to a given Subrecipient:

1. The Legal Statements on Products term does not have to be included if the Subrecipient will not generate any Products.
2. The Travel and Per Diem term does not have to be included if the Subrecipient will not be reimbursed for travel with CEC funds.
3. The Equipment term does not have to be included if the Subrecipient will not be reimbursed for equipment with CEC funds.
4. The Confidentiality term does not have to be included if the Subrecipient will not have access to or generate confidential information.

B. Vendor Requirements

The flow-down requirements in the Existing Terms either come from the CEC or the law. Recipient does not have to include any CEC-created requirements in agreements with its Vendors unless it is necessary for the Recipient to meet its obligations to the CEC under the Agreement. But the Recipient is still required to make sure the Vendor complies with all applicable laws. For example, the Recipient still must ensure any Vendor complies with applicable Public Work Requirements, including the payment of prevailing wage, and also with the Nondiscrimination clause. These are requirements under the law.

The Recipient does not have to include in its Vendor agreements CEC-created terms, such as Equipment, Confidentiality, Travel and Per Diem, Retention of Records, and Audits, if the Recipient does not need them to fulfill its obligations to the CEC. An example where the Recipient might need to include a CEC-created term in a Vendor agreement is intellectual property. The Recipient must ensure the CEC has the intellectual property rights required under this Agreement. If a Vendor creates intellectual property that the Recipient provides to the CEC as part of the Agreement, the Recipient shall ensure its Vendor agreement secures the appropriate rights.

C. Replacing Subrecipients or Vendors

Under These Terms, all changes to Subrecipients and Vendors require advance written approval by at least the Commission Agreement Manager. A higher level of approval may be required based upon Energy Commission policy. Required approvals are included in the "Changes to Grants - Level of Approval and Notification Chart" commonly referred to as the "Changes Chart."

These Terms clarify that Recipients may be reimbursed for actual expenses incurred by a new **Vendor** during the term of the Agreement, even if written approval comes after the entity has completed work on the project. However, if the new Vendor is not approved, then the Energy Commission will not reimburse for any expenses charged for the entity. Accordingly, Recipients are strongly encouraged to obtain advance written approval for new Vendors or risk not being reimbursed for their work.

However, any work completed by an entity that may replace an existing **Subrecipient** WILL NOT BE REIMBURSED for any work completed prior to advance written approval. If a Subrecipient expends funds prior to approval, they can only be claimed as Match Funds.

## **8. Match Fund Timing**

Existing Terms typically require recipients to proportionally spend match funds concurrently or in advance of CEC funds. But this timing does not always work, especially if the CEC funds are used for expensive equipment early in the project.

These Terms allow a CAM, in writing and with Supervisor approval, to authorize a Recipient to spend CEC funds in advance of Match Funds pursuant to [Match Fund Spending Plan](#). The Plan must estimate how Match Funds and CEC funds will be spent over each quarter and briefly explain why it is not practical to spend Match Funds concurrent with CEC Funds. While These Terms allow additional flexibility, the Recipient agrees to spend the agreed match funds as soon as practicable during the Agreement in order to resume proportionality between CEC funds and Match funds spent.

**Exhibit D  
CONTACT LIST**

| <b>California Energy Commission</b>  | <b>Recipient</b>   |
|--|--|
| <p><b>Commission Agreement Manager:</b><br/>Patrick Brecht<br/>California Energy Commission<br/>715 P Street, MS-6<br/>Sacramento, CA 95814<br/>Phone: (916) 805-7484<br/>e-mail: <a href="mailto:patrick.brecht@energy.ca.gov">patrick.brecht@energy.ca.gov</a></p> | <p><b>Project Manager:</b><br/>SF Department of the Environment<br/>Lowell Chu<br/>1455 Market, 12<sup>th</sup> floor<br/>San Francisco, CA 94103<br/><br/>Phone: (415) 355-3700<br/>Fax: (415) 554-6393<br/>e-mail: <a href="mailto:lowell.chu@sfgov.org">lowell.chu@sfgov.org</a></p>                  |
| <p><b>Commission Agreement Office</b><br/>California Energy Commission<br/>715 P Street, MS-18<br/>Sacramento, CA 95814</p>  | <p><b>Administrator:</b><br/>SF Department of the Environment<br/>Joseph Salem<br/>1455 Market, 12<sup>th</sup> floor<br/>San Francisco, CA 94103<br/><br/>Phone: (415) 355-3721<br/>Fax: (415) 554-6393<br/>e-mail: <a href="mailto:joseph.salem@sfgov.org">joseph.salem@sfgov.org</a></p>              |
| <p><b>Accounting Office</b><br/>California Energy Commission<br/>715 P Street, MS-2<br/>Sacramento, CA 95814</p>   | <p><b>Accounting Officer:</b><br/>SF Department of the Environment<br/>Mark Brown<br/>1455 Market, 12<sup>th</sup> floor<br/>San Francisco, CA 94103<br/><br/>Phone: (415) 355-3789<br/>Fax: (415) 554-6393<br/>e-mail: <a href="mailto:mark.brown@sfgov.org">mark.brown@sfgov.org</a></p>               |
| <p><b>Legal Notices:</b><br/>Tatyana Yakshina<br/>Grants Manager<br/>715 P Street, MS-18<br/>Sacramento, CA 95814<br/>Phone: (916) 827-9294<br/>e-mail: <a href="mailto:tatyana.yakshina@energy.ca.gov">tatyana.yakshina@energy.ca.gov</a></p>                       | <p><b>Recipient Legal Notices:</b><br/>SF Department of the Environment<br/>Jennifer Kass<br/>1455 Market, 12<sup>th</sup> floor<br/>San Francisco, CA 94103<br/><br/>Phone: (415) 355-3762<br/>Fax: (415) 554-6393<br/>e-mail: <a href="mailto:jennifer.kass@sfgov.org">jennifer.kass@sfgov.org</a></p> |