



RECIPIENT Center for Sustainable Energy	AGREEMENT NUMBER EBD-24-002
ADDRESS 3980 Sherman Street, Suite 170 San Diego, CA 92110	AGREEMENT TERM 11/14/2024 - 11/13/2029 The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION
 The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

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REIMBURSABLE AMOUNT \$107,768,570
MINIMUM MATCH SHARE REQUIRED \$ 0
TOTAL OF REIMBURSABLE AMOUNT \$107,768,570

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		Center for Sustainable Energy	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
<i>Nzube Okemiri</i>	12/16/2024	<i>Lawrence Goldenhersh</i>	12/13/2024
NAME		NAME	
Nzube Okemiri		Lawrence Goldenhersh	
TITLE		TITLE	
(Acting) Contracts, Grants, and Loans Office Manager		President	
CALIFORNIA ENERGY COMMISSION ADDRESS			
715 P Street, MS 18, Sacramento, CA 95814			

Exhibit A SCOPE OF WORK

TASK LIST TABLE

Task #	Task Name
1	AGREEMENT ADMINISTRATION
2	INTERNAL CONTROLS, PROCESSES, AND PROCEDURES
3	PROJECT TRACKING, DATA COLLECTION, AND REPORTING
4	ASSIST CEC WITH DOE HOMES APPLICATION COMPONENTS
5	IMPLEMENT STATEWIDE DIRECT INSTALL PROGRAM FOR REGION
6	CONTINUOUS IMPROVEMENT
7	COORDINATION AND LAYERING WITH OTHER PROGRAMS
8	COORDINATION WITH OTHER CEC PROGRAMS AND PUBLIC INTEREST RESEARCH

GLOSSARY

Specific terms and acronyms used throughout this Scope of Work are defined as follows:

Term/ Acronym	Definition
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
CPR	Critical Project Review
EBD	Equitable Building Decarbonization
Guidelines	Equitable Building Decarbonization Direct Install Program Guidelines developed and adopted by the CEC to be utilized as the overarching objectives for program design, implementation, and administration of the Equitable Building Decarbonization Direct Install Program. For this Agreement, the most recently adopted Guidelines will apply.
MS	Microsoft

Term/ Acronym	Definition
Recipient	The Applicant awarded to implement the EBD Direct Install Program for a region, also referred to as a regional administrator. With regard to federal funds as part of this agreement, this term is equivalent to "Subrecipient" as defined under 2 Code of Federal Regulations 200.1. With regard to the Greenhouse Gas Reduction Fund, this term is equivalent to "Funding Recipient."
Subcontractor	An entity contracted by the Recipient to assist in aspects of implementing the EBD Direct Install Program.

Background

Assembly Bill 209 (Ting, Chapter 251, Statutes of 2022) directs the California Energy Commission (CEC) to develop the Equitable Building Decarbonization Program (EBD Program), including a direct install program and a statewide incentive program. The EBD Program is funded in part by the California Climate Investments (CCI) program. The CCI program requires that all funded projects must facilitate the achievement of greenhouse gas emission reductions and further the purposes of Assembly Bill 32 (Nunez, Global Warming Solutions Act of 2006, Chapter 488, 2006), Senate Bill 32 (Pavley, California Global Warming Solutions Act of 2006, Chapter 249, 2016), and related statutes. In October 2023, the CEC adopted Equitable Building Decarbonization Direct Install Program Guidelines, which will provide and install energy efficient electric appliances, energy efficiency measures, and related upgrades at no cost to low-income households in underresourced communities.

On April 30, 2024, the CEC released a Grant Funding Opportunity (Solicitation) to select regional administrators to implement the EBD Direct Install Program in each of three regions of the state. In response to GFO-23-404, the Recipient submitted application #3 to administer the program for the Central region, which was proposed for funding in the CEC’s Notice of Proposed Awards (NOPA) issued on August 7, 2024, and the revised NOPA issued on August 29, 2024. GFO-23-404 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 this Agreement and the Recipient’s Application, the terms of this Agreement shall control.

Goals of the Agreement

The goals of this Agreement are to reduce greenhouse gas emissions and increase energy efficiency in existing buildings; advance energy equity; improve resiliency to extreme heat, indoor air quality, energy affordability, and grid reliability; and create local workforce opportunities.

Objective of the Agreement

The objective of this Agreement is for the Recipient to implement, in collaboration with the CEC, a direct install program that will deliver building decarbonization upgrades and increase the energy efficiency of households in underresourced communities in California.

Draft and Final Products/Reports

All products for this contract that are intended for release to the public shall be compliant with the Americans with Disabilities Act (ADA). Documents need to follow the most current version of Web Content Accessibility Guidelines.

The Recipient may be required to produce several iterations of draft products to incorporate the Commission Agreement Manager's (CAM) comments and edits. A product is considered final when the CAM indicates in writing the product is final. When creating reports, the Recipient shall use, unless otherwise instructed in writing by the CAM, the CEC Style Manual, available at <https://www.energy.ca.gov/publications/2020/style-manual-fourth-edition-used-california-energy-commission-staff-lead>.

Products are required in an electronic format. Unless otherwise specified by the CAM, the following describes the accepted formats of electronic data and documents provided to the CEC as contract products and establishes the computer platforms, operating systems, and application versions that will be required to review and approve all products.

- Data sets shall be in Microsoft (MS) Excel, or another file format as specified by the CAM.
- Text documents shall be in MS Word file format (.doc or .docx).
- Presentations and related talking points shall be in MS PowerPoint file format.
- Documents intended for public distribution shall be in Adobe Portable Document Format (.pdf) file format, with the native file format provided as well.
- Project management documents shall be in a file format specified by the CAM.

If a hard copy product is required, each final hard copy product shall be delivered as one (1) original, reproducible, 8 ½" by 11", camera-ready master in black ink, unless otherwise directed by the CAM. Illustrations and graphs shall be sized to fit an 8 ½" by 11" page and readable if printed in black and white.

TASK 1 AGREEMENT ADMINISTRATION

The Recipient's responsibilities under this task include, but are not limited to, the following:

Task 1.1 Kick-Off Meetings

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The CAM shall designate the dates and locations of the meetings and provide an agenda to the Recipient and other attendees prior to the meetings. The meetings shall not be recorded. At the discretion of the CAM, meetings, briefings, and discussions may be held via conference call, MS Teams, or Zoom.

The Recipient shall:

- Attend two "Kick-Off" meetings. The Recipient shall bring their Project Manager and any other personnel determined necessary by the CAM and Recipient to attend the meetings.
 - The first kick-off meeting will be with Recipients for all three regions (north, central, and south), the CAM, the Commission Agreement Officer (CAO), and any other CEC staff relevant to the Agreement.
 - The second kick-off meeting will be with the Recipient for the individual region (north, central, or south), the CAM, the CAO, and any other CEC staff relevant to the Agreement.
- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions
 - Critical Project Review
 - Advisory Group
 - Subcontracts needed to carry out program
 - The CAM's expectations for accomplishing implementation tasks described in the Scope of Work
 - An updated Schedule of Products and Due Dates
 - Monthly Progress Reports
 - Annual Reports
 - Final Report

- Prepare an updated Schedule of Products and Due Dates based on the decisions made in the kick-off meetings.

The CAM shall:

- Arrange the meetings including scheduling the date and time.
- Provide an agenda to all potential meeting participants prior to the kick-off meetings.

Recipient Products:

- Updated Schedule of Products and Due Dates

CAM Products:

- Kick-Off Meeting Agendas

Task 1.2 Critical Project Review (CPR) Meetings

CPR meetings provide the opportunity for discussions between the CEC and the Recipient. The goal of this task is to determine if the Recipient will continue to receive CEC 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 at any stage in the program to discuss any task(s) included in this Scope of Work. Meeting costs will be borne by the Recipient and not billed to the CEC.

Meeting participants include the Recipient, the CAM, CEC staff relevant to the Agreement, and may include other individuals selected by the CAM to provide support to the CEC. At the discretion of the CAM, meetings, briefings, and discussions may be held via conference call, MS Teams, or Zoom.

The Recipient shall:

- Prepare a CPR report that discusses the progress of the Agreement toward achieving its goals, objectives, and products. This report shall include status, barriers, timing, and recommendations regarding continued work of the program. This report shall be submitted along with any other products identified in this Scope of Work, if directed by the CAM. The Recipient shall submit these documents to the CAM and any other designated reviewers at least ten (10) calendar days in advance of each CPR meeting.
- Present and discuss the required information at each CPR meeting.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient and schedule meeting(s).

- Send Recipient the agenda and a list of expected participants in advance of each CPR meeting. The CAM may limit the total number of participants.
- Conduct and take notes on each CPR meeting. Prepare a schedule for providing the written determination as described below.
- Determine whether to continue the Agreement, and if continuing, whether 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 (see Terms and Conditions). If the CAM concludes satisfactory progress is not being made, this conclusion will be referred to the CEC Lead Commissioner for Building Decarbonization for their 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.

Recipient Products:

- CPR Report(s)

CAM Products:

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

Task 1.3 Program Meetings and Briefings

The goal of this task is to ensure direct collaboration with CEC staff, public agencies staff including local governments and the United States Department of Energy (DOE), other regional administrators, utilities, and external stakeholders throughout the completion of Tasks 2 through 8, and to disseminate information to all parties as needed. This may include presenting at CEC business meetings and providing briefings to CEC commissioners. The CEC expects to hold no less than two (2) program briefing meetings per month – one with all three regional administrators and one with the Recipient – in the first twelve (12) months of the program. After that, the CAM will determine the appropriate cadence.

At the discretion of the CAM, meetings, briefings, and discussions may be held via conference call, MS Teams, or Zoom.

The Recipient shall:

- At the request of the CAM, be available for meetings.
- At the request of the CAM, provide written program briefings. Submit briefing materials to the CAM ten (10) calendar days before meeting.

- Arrange for attendance by pertinent subcontractors, at the request of the CAM.

Recipient Products:

- Written documentation of meeting agreements

CAM Products:

- Agenda and list of expected participants

Task 1.4 Advisory Group

The goal of this task is to support the establishment of an Advisory Group for the EBD Direct Install Program. There will be a single Advisory Group to provide guidance for all three regions of the program. The Advisory Group will meet quarterly. The purpose of the Advisory Group is to support the regional administrators and the CEC by providing guidance on the direction of the program, evaluating the program’s progress on a regular basis, and offering recommendations for improvement. At the discretion of the CAM, meetings may be held via conference call, MS Teams, or Zoom.

Members of the Advisory Group shall include, but are not limited to, the following.

- Representatives of underresourced communities
- Technical experts in the field of building decarbonization
- Members of trades involved in building decarbonization
- Public interest environmental organizations
- Environmental justice organizations
- Utilities
- Community choice aggregators
- Representatives of federal, state, or local agencies involved in building decarbonization

The Recipient shall:

- Propose a list of five (5) potential Advisory Group members for the region at the kick-off meeting, for consideration by the CAM. Proposed members must include a representative of an underresourced community in the region.
- Following CAM approval of the list of potential Advisory Group members, recruit members to serve on the Advisory Group for the region.
- Prepare a list of confirmed Advisory Group members for the region.
- Suggest agenda items for Advisory Group meetings, if directed by the CAM.
- Participate in all Advisory Group meetings.

- Present on the status of the program at Advisory Group meetings, if directed by the CAM.

The CAM shall:

- Following the kick-off meeting, the CAM will coordinate with other regional CAMs under this award and consider potential members recommended by all three regional administrators to develop a final list of potential members.
- Schedule and facilitate quarterly Advisory Group meetings.
- Develop agendas for Advisory Group meetings.

Recipient Products:

- List of potential Advisory Group members for the region
- List of confirmed Advisory Group members for the region

CAM Products:

- Final list of potential Advisory Group members
- Advisory Group meeting agendas

Task 1.5 Invoices

The goal of this task is to ensure accurate and timely payment for work performed under the Agreement.

The Recipient shall:

- Collaborate with the CAM to develop an approved invoice template.
- Prepare invoices in collaboration with the CAM. Invoices must separate and distinguish all EBD costs including those to be covered by HOMES federal funds, EBD state funds, or other funds.
- Invoices must separate and distinguish Project, Project-Related, and Administrative Costs. For Project costs, Recipient must break out costs by measure and specify labor and equipment costs.
- Prepare invoices for all reimbursable expenses incurred performing work under this Agreement in compliance with the Terms and Conditions.
- Prepare invoices that provide sufficient detail to facilitate CEC federal reporting under the HOMES Award and conform to federal accounting standards in accordance with the HOMES Federal Award Terms and Conditions for all expenditures supported by HOMES funding.
- Forecast invoices of reimbursable expenses may be submitted in advance of completion of the work with the approval of the CAM.

- Document and track usage of advanced funds, bridge funds, and provide true-up updates with invoices. Collaborate with CAM on correcting and resolving discrepancies.
- Submit invoices with the same frequency as Task 1.6 Monthly Progress Reports or as specified by CAM.
- Pay subcontractors and vendors in a timely manner. Recipient may choose to offer progress or advance payments to installation contractors to the extent permitted by law, but may only invoice the CEC for completed projects that have met Quality Assurance and Quality Control requirements (Task 5.13).

Recipient Products:

- Invoices
- True-up updates for advanced funds

Task 1.6 Monthly 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 and to identify any changes needed to improve program performance or metrics.

The objectives of this task are to summarize activities performed and provide program metrics during the reporting period, to identify activities planned for the next six months, to form the basis for determining whether invoices are consistent with work performed, and to proactively identify issues that may affect program performance and expenditures including an assessment of the ability to complete the Agreement within the current budget and time period. The Recipient shall provide the CAM a plan to improve program metrics and remedy any anticipated cost overruns, as well as provide burn rate estimates to the CAM, upon request.

The Recipient shall:

- Prepare a Monthly Progress Reports on a CAM provided template 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 updated program metrics detailing the successes and challenges of the program.

Recipient Products:

- Monthly Progress Reports

Task 1.7 Obtain and Execute Subcontracts

The goal of this task is to procure subcontractors required to carry out the tasks under this Agreement consistent with all CEC Terms and Conditions, Federal Award Terms and Conditions, and the Recipient's own procurement policies and procedures. It will also provide the CEC an opportunity to review the subcontract agreements, if requested, to ensure the tasks are consistent with this Agreement. Recipient shall provide budgets to ensure that budgeted expenditures are reasonable and consistent with current costs and applicable cost principles.

The Recipient shall:

- Provide CAM a list of subcontractors and timeline for entering into agreements.
- Submit a draft of each subcontract agreement required to conduct the work under this Agreement upon CAM request.
- Enter into subcontract agreements.
- Submit a final copy of the executed subcontract agreement within five (5) business days of execution.
- Manage and coordinate subcontractors' and vendors' activities.
- Manage subcontractors' and vendors' quality control and timeliness.
- Enforce subcontract agreement provisions and compliance with Terms and Conditions of the Agreement.
- Notify the CAM within fifteen (15) business days if Recipient decides to replace or add new subcontractors.
- Notify the CAM of any quality and non-performance issues and recommend solutions to resolve problems.

Recipient Products:

- List of subcontract agreements and timeline for execution.
- Subcontract agreements (draft, if requested, and final).

Task 1.8 Annual Reports and Presentations

The goals of the Recipient's Annual Reports are to assess the EBD Direct Install Program's progress at the regional level and describe lessons learned with reference to the goals and objectives described in the Guidelines and this Agreement. The CEC may provide a template for the Annual Report. The information in the Annual Report may be shared in written report findings and presentations with CEC staff, other regional administrators, other agency staff, the Legislature, decision makers, or the public. CEC will use the Annual Reports from each region to assess the program on a statewide level.

Each Annual Report shall include a status report on regional program activities; results obtained; timeline for incomplete or future activities; and recommendations for improvements or changes to the EBD Direct Install Program.

The Annual Reports as well as any presentation materials shall be public documents.

At the discretion of the CAM, meetings, briefings, and discussions may be held via conference call, MS Teams, or Zoom.

The Recipient shall:

- Prepare Annual Reports and related presentations for review, comment, and approval by the CAM. The CAM shall provide written comments on the draft report and presentation. Meet and discuss edits or comments as needed.
- The final version of the regional Annual Reports must be submitted to the CAM fifteen (15) calendar days after the CAM reviews and provides comments on the draft Annual Reports. It should be submitted electronically and be compliant with CEC Style Manual and ADA requirements.
- At the request of the CAM, present an overview and findings of the Annual Report in meetings with CEC staff, other regional administrators, decision makers, and/or the public. In coordination with CAM, be available to respond to oral and written questions.

Recipient Products:

- Annual Reports and presentations (drafts and finals)

Task 1.9 Final Report and Presentation

The goal of the Recipient’s Final Report is to assess the EBD Direct Install Program’s success, challenges, and lessons learned at the regional level with reference to the goals and objectives described in the Guidelines and this Agreement. This information may be shared in written report findings and presentations with CEC staff, other agency staff, decision makers, or the public.

The objectives of the Final Report are to describe the program’s purpose, approach, activities performed, and results; to present a public assessment of the success of the program as measured by the degree to which goals and objectives were achieved; to make observations based on results obtained; to draw conclusions; and to provide lessons learned and recommendations for future decarbonization programs.

The Final Report as well as any presentation materials shall be public documents.

At the discretion of the CAM, meetings, briefings, and discussions may be held via conference call, MS Teams, or Zoom.

The Recipient shall:

- Prepare a draft and final Final Report using a template provided by the CAM, and provide the Final Report and related presentations for review and approval by the CAM. The CAM shall provide written comments on the draft report and presentation. Meet and discuss edits or comments as needed.
- The Final Report must be completed at least sixty (60) calendar days before the end of the Agreement Term.
- Submit one (1) electronic copy of the Final Report with the final invoice.
- At the request of the CAM, present an overview and findings of the annual and Final Report in meetings with CEC staff, decision makers, and/or the public. In coordination with CAM, be available to respond to oral and written questions.

The CAM shall:

- Specify required content of the Final Report
- Review, provide comments, and approve the Final Report

Recipient Products:

- Final Report (draft and final)

Task 1.10 Final Meeting

The goal of this task is to close out this Agreement. The Final Meeting must be completed prior to the term end date of this Agreement. This Final Meeting will be attended by, at a minimum, the Recipient, the CAO, and the CAM. The technical and administrative aspects of Agreement closeout will be discussed at the Final Meeting, which may be two separate meetings at the discretion of the CAM. At the discretion of the CAM, meetings, briefings, and discussions may be held via conference call, MS Teams, or Zoom.

The Recipient shall:

- Participate in the final meeting.
 - The technical portion of the meeting may include an assessment of the degree to which program and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements.
 - The administrative portion of the meeting shall be a discussion with the CAM and the CAO and may address the following Agreement closeout items:
 - CEC’s 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 remaining retention (see Terms and Conditions for more information about retention)
- Prepare a schedule for completing the closeout activities for this Agreement, based on the determination made within the meeting.

Recipient Products:

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

TASK 2 INTERNAL CONTROLS, PROCESSES, AND PROCEDURES

The goal of this task is to establish and update the written internal controls, processes, and procedures to receive, handle, and account for program funding; evaluate funding requests; effect payment for valid payment requests; and provide monthly fiscal accounting and reporting to the CAM.

The Recipient shall:

- Develop and submit written internal controls, processes, and procedures to implement the program in accordance with this Agreement, for review and approval by the CAM.
- Update and submit written internal controls, processes, and procedures for review and approval by the CAM as necessary, no less than annually.
- Provide monthly fiscal accounting and reporting to the CAM as part of Task 1.6 Monthly Progress Reports in alignment with Task 1.5 Invoices.
- Establish and implement procedures to separate, accept, track, disburse, and report on funding from originating sources, including, but not limited to, General Fund, Greenhouse Gas Reduction Fund, HOMES federal funds, ratepayer funds, and nonprofit, private, or other federal funds.

Recipient Products:

- Internal controls, processes, and procedures
- Updated internal controls, processes, and procedures
- Monthly fiscal accounting in Task 1.6 Monthly Progress Reports

TASK 3 PROJECT TRACKING, DATA COLLECTION, AND REPORTING

The goal of this task is to collect, store, and report specified data from retrofit projects in a unified program-wide approach. This data will be used by the CEC to track the program’s success and to inform the need for adjustments to the program. This data

will also be used to inform the CEC's annual reporting to the Legislature, reporting to the California Air Resources Board for CCI funds, and reporting to the DOE on HOMES program activity.

The Recipient shall:

- Collect data from program activities as specified by the CAM. Data to be collected shall include, but is not limited to, the metrics and data listed in the Guidelines (Chapter 4B), HOMES Data & Tools Requirements Guide Part 1. B. and, if applicable, metrics in Part 1. C., as well as additional metrics and data for federal, state, utility, and/or other funding sources. The CAM will provide data collection and reporting requirements including technical specifications and standards for data collection and management. Data will be collected during all phases of the program as described in Task 5.
 - Recipient is not responsible for post-retrofit measurement of energy savings and utility bill impacts. These metrics will be measured for all three regions by the CEC or through a separate contract.
 - Regarding retrofit costs, data to be collected and reported to the CEC shall include but is not limited to disaggregated wholesale costs of equipment, appliances, and all other installed measures, including electrical and remediation measures; installation labor costs; and permitting costs.
- Collaborate with the CEC and other Regional Administrators to standardize data collection approach to ensure consistency across the three regions.
- Report project data to a central program database developed by the CEC on a frequent basis, with the specific frequency and reporting process to be specified by the CAM. This will most likely involve application programming interface (API) integration.
- Provide Metrics and Data Reports to CEC upon request by the CAM.
- Discuss this task at Kick-Off Meetings (Task 1.1), Program Meetings (Task 1.3) or other meetings, as needed or as requested by the CAM.

Recipient Products:

- Project Data
- Metrics and Data Reports

TASK 4: ASSIST CEC WITH DOE HOMES APPLICATION COMPONENTS

The goal of this task is to assist CEC staff with required components of the CEC's DOE application for HOMES where the Recipient's planned processes and activities are germane to the CEC's application.

The Recipient Shall:

- Provide and submit to the CAM a written document of planned program activities as part of the CEC's application to DOE for HOMES Program funding or in response to questions from DOE, including but not limited to activities related to implementation, as well as outreach and education strategy. Develop in collaboration with the CAM and other CEC staff.
- Provide input to CEC staff to inform the CEC's development of the DOE-required Consumer Protection Plan and to respond to questions from DOE. This will involve providing a description of Recipient's planned approach to consumer protection, contractor participation, and quality control. The description shall include Recipient's approach to Consumer Feedback, Resolution Procedures, Data Reviews, Onsite Inspections, Installation Standards, Contractor Qualifications, and Processes for Program Improvement in accordance with Section 3.2.5 of HOMES Program Requirements & Application Instructions, HOMES Program Guidance generally, and the Guidelines.
- Provide input to CEC staff to inform the CEC's development of the DOE-required Market Transformation Plan within the first year of CEC's HOMES Award and to respond to questions from DOE.
- Review and provide input on the Community Benefits Plan, Education and Outreach Strategy, Utility Data Access Plan, and Privacy and Security Risk Assessment drafted by the CEC.

Recipient Products:

- Responses for DOE application components (draft and final)
- Components for Consumer Protection Plan (draft and final)
- Components for Market Transformation Plan (draft and final)
- Input on draft Community Benefits Plan, Education and Outreach Strategy, Utility Data Access Plan, and Privacy and Security Risk Assessment

TASK 5 IMPLEMENT STATEWIDE DIRECT INSTALL PROGRAM FOR REGION

The goal of this task is to implement and administer the Statewide Direct Install Program for the region based on the Guidelines and this Agreement. The Recipient's responsibilities under this task include, but are not limited to, the following.

Task 5.1 Community Focus Areas

The goal of this task is to identify the Community Focus Areas to be served by the Recipient. All building retrofits conducted through the program will occur in Community Focus Areas identified in this task or through the Community Application Process (Task 5.2).

The Recipient shall:

- Provide recommended Initial Community Focus Areas List and Justification for the region.
- Present the recommended Initial Community Focus Areas at Program Meetings (Task 1.3) for iterative discussion, review, and approval by the CAM. Submit presentation to the CAM ten (10) calendar days before meeting to discuss.
- Propose additional Community Focus Areas for program expansion and prepare an Amended Community Focus Areas List and Justification as requested by the CAM and in accordance with the Community Focus Area criteria listed in the Guidelines or CAM guidance. Submit additional Community Focus Areas to the CAM ten (10) calendar days before meeting to discuss. Additional Community Focus Areas are subject to review and approval by the CAM.
- Communicate with the electric utility that serves each Community Focus Area regarding program plans, including the likely need for electric service upgrades at some homes retrofitted by the program. Discuss potential capacity constraints on the distribution system and identify locations where electric service upgrades are least likely to require distribution system upgrades.
- Meet and discuss Initial Community Focus Areas and any Amended Community Focus Areas with other regional administrators if requested by the CAM.

Recipient Products:

- Proposed Initial Community Focus Areas List and Justification
- Final Initial Community Focus Areas List
- Amended Community Focus Areas List and Justification (if requested by the CAM)

Task 5.2 Community Application Process

The goal of this task is to establish an application process to allow communities not identified as, or included in, Initial Community Focus Areas to apply to the Recipient for participation in the program.

The Recipient shall:

- Submit a Proposed Community Application Process and Selection Criteria for review and approval by the CAM.
 - Applying communities must meet the community eligibility requirements described in the Guidelines (Chapter 2C, Community Eligibility).
 - Scoring criteria shall incorporate the Initial Community Focus Area criteria described in the Guidelines (Chapter 2D, Initial Community Focus Areas).
 - Bonus points shall be awarded to communities with existing partnerships and program infrastructure in place that would allow EBD-funded building retrofits to begin sooner following the approval of the application.
- Present the Proposed Community Application Process and Selection Criteria to the CAM for discussion at a Program Meeting (Task 1.3). Submit presentation to the CAM ten (10) calendar days before meeting to discuss.
- Open the community application process upon review and approval of the Final Community Application Process and Selection Criteria by the CAM. The Community Application Process must include CEC staff identified by the CAM.

Recipient Products:

- Proposed Community Application Process and Selection Criteria
- Final Community Application Process and Selection Criteria

Task 5.3 Workforce Plan and Contractor Enrollment

The goal of this task is to develop and implement a Workforce Plan, in accordance with the Workforce Standards and Requirements identified in the Guidelines and HOMES Guidance.

The Recipient shall:

- Collaborate with the CAM and the other regional administrators to develop a Workforce Plan outline.
- Develop a Workforce Plan for discussion with the CAM and other regional administrators. Submit to CAM ten (10) calendar days before program meeting to discuss. The Workforce Plan should describe the Recipient’s approach to enrolling contractors to conduct retrofits in the Recipient’s region in the program. In this context, the word “contractor” refers to installation contractors, who may be either subcontractors or vendors with regard to the Recipient, depending on their specific role in the program. The Workforce Plan must include, at a minimum, the following elements:
 - Required Qualifications. Recipient’s plan to establish minimum training and experience qualifications for construction workers consistent with the

Workforce Standards and Requirement section of the Guidelines and HOMES Program Requirements and Application Instructions Section 3.2.5, and method for evaluating whether a contractor complies with the minimum qualifications.

- Contractor Preference. Recipient's plan for establishing an initial priority period for each funding round which limits applications and awards to contractors who meet at least three of the preference criteria listed in the Workforce Standards and Requirements section of the Guidelines.
- Contractor Outreach. Recipient's plan to conduct outreach to a diverse set of licensed contractors to participate in the program, with a focus on local contractors in participating underresourced communities and those trained under the CEC's administration of Training for Residential Energy Contractors (TREC) Program grants.
- Contractor List. Recipient's plan for establishing agreements with contractors enrolled in the program, providing preference for contractors consistent with criteria established in the Workforce Standards and Requirements section of the Guidelines, identifying reasons and processes for removing contractors, and publicizing the list.
- Bundling. Recipient's plan to group projects per contractor for economies of scale and to encourage contractor participation.
- Identify quality installation standards for packages of measures including any necessary testing and for compliance with local and state laws, permits, codes, and industry standards as well as Guidelines.
- Recipient's plan to ensure contractors working on EBD Direct Install Program limit installations and other activities to only the Program and other CEC-approved third-party program measures, and not engage in offering or installing other products not approved by CEC when engaging with program participants.
- Recipient's plan to measure the results of the Workforce Plan, including collecting data, tracking metrics, and sharing data specified by the CAM.
- Any other requirements per HOMES Guidance, if applicable, particularly HOMES Program Requirements and Application Instructions Section 3.2.5.
- Implement the Workforce Plan.
- Submit related data as part of Task 3

Recipient Products:

- Workforce Plan outline
- Workforce Plan (draft and final)

- Data submitted as part of Task 3

Task 5.4 Standard Packages of Measures

The goal of this task is to develop standard packages of eligible measures to be applied to homes receiving retrofits. The intent of developing standard packages is to simplify and streamline the program for participants and contractors with highly replicable activity, and avoid the need for a custom solution to be developed for each building.

The Recipient shall:

- Develop a proposed set of Packages of Measures to be applied to participating buildings in each Community Focus Area, for review and written approval by the CAM. Discuss with the CAM at a Program Meeting (Task 1.3). Submit to the CAM ten (10) calendar days before the meeting.
 - All measures included in the packages must be eligible measures and meet minimum requirements as listed in the Guidelines (Chapter 2I, Eligible Measures).
 - Design packages to achieve greenhouse gas emission reductions and bill savings in participating buildings, while also mitigating impacts from extreme weather events and improving air quality, resiliency, and grid reliability, where possible.
 - Some packages may include a broad range of eligible measures, while other packages may include a more limited or targeted number of measures.
 - In developing packages, consider variations in appropriate measures based on property attributes such as building types and characteristics, age and condition of existing appliances, climate zone, utility service territory, likely bill impacts, and site conditions.
 - Identify expected greenhouse gas and energy savings from individual measures and packages of measures.
- Meet and discuss standard packages of measures as requested by the CAM.
- Develop a Bi-Annual Report on Packages of Measures to report on their efficacy and propose adjustments if needed, for review and approval by the CAM. This may include suggested modifications to the eligible measures identified in the Guidelines, if needed. Submit to the CAM ten (10) calendar days before meeting to discuss.

Recipient Products:

- Packages of Measures
- Bi-Annual Report on Packages of Measures

Task 5.5 Pricing and Cost Caps

The goal of this task is to develop and implement mechanisms to control the costs of building decarbonization retrofits conducted through the program.

The Recipient shall:

- Develop proposed Cost-Control Mechanisms, such as cost analysis, competitive bidding, and standard pricing, for review and approval by the CAM. Discuss at a Program Meeting (Task 1.3). Submit to the CAM ten (10) calendar days before meeting to discuss.
- Ensure the *average* per-home cost of remediation and safety measures, including wiring and electrical panel upgrades, does not exceed the maximums listed in the Guidelines.
- Meet and discuss Cost-Control Mechanisms as requested by CAM.
- Submit data on remediation measures and costs as part of Task 3.

Recipient Products:

- Cost-Control Mechanisms
- Data submitted as part of Task 3

Task 5.6 Household/Property Pre-Screening

The goal of this task is to identify households and properties within each Community Focus Area that are the most viable candidates for the EBD Direct Install Program, based on the likelihood the household will experience utility bill savings from decarbonization and other criteria identified in the Guidelines (Chapter 2F). The CEC has an existing contract with Recurve Analytics, Inc. (Agreement 800-23-004) to create a screening tool for this purpose that leverages utility meter, temperature, and other data and utilizes open-source computational approaches pioneered in California over the last decade. This screening tool (“EBD screening dashboard”) is initially expected to include properties within the electric service territories of Pacific Gas and Electric, Southern California Edison, San Diego Gas and Electric, Sacramento Municipal Utilities District, and Los Angeles Department of Water and Power, since the CEC receives meter data from these utilities under the authority of California Code of Regulations Title 20, Section 1353. The EBD screening dashboard is expected to distinguish single-family from multifamily properties, but may not distinguish manufactured homes from other single-family homes.

The Recipient shall:

- Receive a prioritized list of pre-screened addresses in each Community Focus Area in the region from the CAM and/or from Recurve Analytics, Inc., based on

the EBD screening dashboard. In addition, Recipient is encouraged to contract with Recurve Analytics, Inc. for direct access to the EBD screening dashboard for addresses that consent to sharing their utility meter data with Recipient during Initial Enrollment (Task 5.9).

- Develop a Household Identification and Screening Plan to identify households and properties that are the most viable candidates for the EBD program in Community Focus Areas located in electric utility service territories not covered by the EBD screening dashboard. Present and discuss the plan with the CAM at Program Meetings (Task 1.3). Incorporate input from the CAM and prepare a final plan.

Recipient Products:

- Household Identification and Screening Plan (draft and final)

Task 5.7 Set-Aside for Manufactured Homes

The goal of this task is to develop and implement an intentional approach to serve manufactured and mobile homes under the EBD Direct Install Program, recognizing the unique challenges to decarbonizing these housing types, as described in the Guidelines.

The Recipient shall:

- Propose a Manufactured and Mobile Homes Service Plan for the awarded region, for review and approval by the CAM. This may include coordinating with other programs that serve these housing types, such as the CPUC Mobilehome Park Utility Conversion Program.
- Present and discuss the Manufactured and Mobile Homes Service Plan with the CAM at Program Meetings (Task 1.3).
- Set aside at least five (5) percent of program funds for eligible manufactured and mobile homes.
- Ensure that retrofits of manufactured homes comply with applicable standards such as the National Manufactured Home Construction and Safety Standards and California Housing and Community Development requirements.
- Track and report on funds spent on manufactured homes separately in Task 1.6 Monthly Progress Report.
- Collect data on manufactured home retrofits in accordance with Task 3.

Recipient Products:

- Manufactured and Mobile Homes Service Plan (draft and final)
- Data submitted as part of Task 3

Task 5.8 Outreach and Engagement

The goal of this task is to conduct culturally appropriate outreach and engagement to potential program participants (owners and occupants) in each Community Focus Area to share information about the EBD Direct Install Program and address questions and concerns.

The Recipient shall:

- Work with partner community-based organizations to develop and customize culturally appropriate Outreach Materials for each Community Focus Area, for review and approval by the CAM.
 - Include standardized elements across Community Focus Areas, where appropriate.
 - Include CEC, CCI, and DOE logo on Outreach Materials. CEC, CCI, and DOE branding extend to publications, websites, signage, invitations, and social media.
- Conduct culturally appropriate outreach and engagement in each Community Focus Area, with a focus on occupants and owners of pre-screened buildings as identified in Task 5.6 (Household/Property Pre-Screening). Provide potential program participants with educational materials in appropriate languages about the EBD Direct Install Program, the benefits of building decarbonization, who and how to contact if issues or questions arise with the equipment after the retrofit, and respond to their questions and concerns.
- Ensure outreach and engagement includes clear information on CEC approved programs and products and does not include third-party services or products not associated with the EBD Direct Install Program or otherwise approved by CEC.
- Include prevention measures to ensure the CEC, CCI, and DOE names and logos and EBD Direct Install Program aren't used for private party advertising or gain or used to mislead or otherwise exploit property owners or occupants.
- Maintain an Outreach and Engagement Log to track outreach activities.
- Discuss this task at Program Meetings (Task 1.3), as needed or as requested by the CAM.

Recipient Products:

- Outreach Materials
- Outreach and Engagement Log

Task 5.9 Household Eligibility and Initial Enrollment

The goal of this task is to verify household/property eligibility and conduct initial enrollment of eligible households/properties in the program. Final enrollment will occur after the home assessment (Task 5.10).

The Recipient shall:

- Collaborate with the CAM and the other regional administrators to develop an Application Template for participating households/properties. The Application Template shall include fields to collect information about the household and property, including but not limited to address, building type, fuel type, gas and electric service identifiers, income eligibility, consent for Recipient and the other regional administrators to receive the household's utility meter data, and consent to a home assessment. Separate Application Templates may be developed for single-family, multifamily, and manufactured homes.
- Support interested households/properties through all steps of initial program enrollment.
- Collaborate with the CAM to develop a procedure for income verification in compliance with the Guidelines, HOMES Program Requirements, and Application Instructions Sections 3.1.3, 4.1.3, and 4.1.6, Federal Programs Approved for Categorical Eligibility for DOE Home Energy Rebates. This shall include ensuring proof of income documents are current.
- Document household/property eligibility in accordance with Guidelines for building type, building location, fuel type, and income as part of initial program enrollment. As described in the Guidelines (Chapter 2E), eligibility for multifamily buildings will be determined at the whole-building level rather than unit by unit.
- Discuss this task at Program Meetings (Task 1.3), as needed or as requested by the CAM.
- Submit related data as part of Task 3.

Recipient Products:

- Application Template
- Data submitted as part of Task 3

Task 5.10 Home Assessments

The goals of this task are (1) to assess homes that have completed Initial Enrollment in the program; (2) identify recommended measures to be installed in each assessed home; (3) model energy savings for HOMES funded projects; and (4) collect data points as part of the home assessment. For projects expected to utilize HOMES funding, data

must be collected in line with the Data and Tools Requirement Guide for the IRA Programs.

The Recipient shall:

- Establish Home Assessment Approach and Processes, including any special considerations for different building types, for review and approval by the CAM. For multifamily buildings, the Recipient shall consider energy used by common areas in addition to within units. For projects supported by HOMES funding, the Home Assessment Approach and Processes must meet the requirements of HOMES Guidance for the Modeled savings path, particularly Program Requirements & Applications Instructions Section 3.2.2. In addition, the Home Assessment Approach and Processes shall include the following elements:
 - Interview with the homeowner/occupant(s) (if available) about any concerns or issues they may have related to the performance of their home.
 - Evaluation of the following home appliances' operation, condition, efficiency, and fuel type as applicable:
 - Heating appliance(s)
 - Cooling appliance(s)
 - Domestic water heater
 - Clothes dryer
 - Cooking appliance
 - Evaluation of heating and cooling system duct work (if present).
 - Evaluation of occupant-controlled thermostat.
 - Evaluation of the home envelope including insulation level and assess possible sources of air-leakage (blower door test not required).
 - Evaluation of any interior and exterior incandescent, compact fluorescent, halogen, or T12 linear florescent light fixtures.
 - Evaluation of condition and Minimum Efficiency Reporting Value of air filters.
 - Evaluation of the main electrical panel condition, open slot availability, and capacity to support full home electrification using load calculation methodology in California Electrical Code Section 220.87.
 - Identification of obvious electrical hazards.
 - Identification of building-related health and safety conditions that may require remediation for the installation of decarbonization equipment including repair of roof or envelope leaks/damage, galvanized pipe, lead paint, asbestos, mold, smoke and carbon monoxide alarms, and ventilation.

- Identify whether the home is expected to receive HOMES funding prior to the home assessment.
- Conduct an assessment of the home, for each home that has completed Task 5.9 Household Eligibility and Initial Enrollment. The home assessment shall be conducted in accordance with the approved Home Assessment Approach and Processes.
- Identify recommended measures for the home following the home assessment, including any needed remediation and electrical work, based on the following information:
 - Information obtained through the home assessment
 - Standard packages of measures (Task 5.4)
 - Analysis of the home's utility meter data.
- Recommended measures must include, at a minimum, the Required Measures identified in the Eligible Measures section of the Guidelines.
 - All recommended measures must be eligible measures as listed in Table 4 of the Guidelines, unless the Recipient has submitted a request for substitute equipment and the request has been approved by the CEC Executive Director, as described in the Product Availability Constraints section of the Guidelines.
 - When identifying recommended measures, avoid the need for unnecessary electrical panel upgrades by incorporating the strategies described in the Electrical Upgrades section of the Guidelines, where appropriate.
 - When identifying recommended remediation measures, consider the program cost caps (see Task 5.5). The program cost caps are an average across all homes receiving retrofits.
- Estimate energy savings and bill impacts associated with the recommended measures.
 - For Projects expected to receive HOMES funding, expected energy savings must be modeled consistent with the HOMES Program Requirements and Application Instructions Section 3.2.4.1. HOMES funded Projects must be predicted to achieve a minimum of 20 percent energy savings to be eligible for funding.
- Conduct other assessments as needed if home is participating in public interest research or data collection (see Task 8). To the extent feasible, these research assessments shall be done at the same time as home retrofit assessment to minimize impact on occupants.

- Discuss this task at Program Meetings (Task 1.3), as needed or as requested by the CAM. Update Home Assessment Approach and Processes as requested by CAM.
- Collect and submit related data as part of Task 3.
- Retain required documentation related to the Home Assessment per HOMES Guidance, particularly Program Requirements & Application Instructions Section 3.2.2.

Recipient Products:

- Home Assessment Approach and Processes (draft and final)
- Updated Home Assessment Approach and Processes (if requested by CAM)
- Data submitted as part of Task 3

Task 5.11 Program Participation Agreements and Tenant Protections

The goal of this task is to execute Program Participation Agreements with property owners and occupants. Program Participation Agreements will identify the measures to be installed in the home as well as the rights and responsibilities of program participants, including tenant protections. See the Guidelines (Chapter 4C, Tenant Protection), HOMES Program Requirements and Application Instructions Section 3.1.3: Low-Income Homes, and Terms and Conditions for additional details about tenant protections.

The Recipient shall:

- Develop Program Participation Agreement Template in collaboration with the CAM and documents that may be provided by the CEC. The Program Participation Agreement Template may take the form of a lease addendum, deed recording, or other documents. The form of the Program Participation Agreement may vary depending on whether the property is already deed-restricted, the number of units, or other factors.
- For each home for which a Task 5.10 Home Assessment has been completed:
 - Provide information about the program to the property owner and tenant (if applicable). Ensure information is available to the occupant and owner in any of the predominant languages spoken in the community. Such information shall include:
 - Measures to be installed, including labor and materials warranty information.
 - Benefits expected from installed measures, including modeled energy savings and bill impacts.

- Expected duration of construction and construction hours.
 - Whether temporary displacement is required and who will be paying for it.
 - For rental properties, rights, responsibilities, and limitations related to participation in this program, including rent increases; displacements and evictions; and for property owners, obligations with regard to future tenants and sale of property, pursuant to Guidelines and HOMES Program Requirements and Application Instructions regarding Low-Income Homes Section 3.1.3.
 - Expected timing of post-project follow-up surveys.
 - Number to call regarding any concerns related to a project funded by this program, including tenant protections.
 - If the home was selected to be a part of a public interest research activity, such as monitoring indoor air quality before and after or testing decarbonization equipment.
 - If applicable, the portion of the project cost supported by HOMES funding.
 - Penalties associated with the violation of Program Participation Agreement terms, including tenant protection provisions. As stated in the Terms and Conditions, penalties may include repayment of all project costs.
 - Any other information specified by the CAM.
- Customize Program Participation Agreement for the home.
 - Collect needed signatures on Program Participation Agreement, including attestation that all information provided by the Participant during the process is true and correct.
 - Take any additional steps that may be required to formalize the Program Participation Agreement, as specified by the CAM.
 - Follow up within 5 business days on any complaints received regarding violation of tenant protection provisions, and coordinate with the CEC to enact penalties if needed.
 - Discuss this task at Program Meetings (Task 1.3), as needed or as requested by the CAM.
 - Submit related data as part of Task 3.

Recipient Products:

- Program Participation Agreement Template
- Data submitted as part of Task 3

Task 5.12 Building Decarbonization Retrofits

The goal of this task is to conduct decarbonization retrofits in homes. Retrofit work must be done by enrolled contractors in accordance with the approved Workforce Plan (see Task 5.3).

The Recipient shall:

- Obtain permits required for the retrofit, including utility approval of electrical panel upgrade, if needed.
- Install agreed upon measures in homes in accordance with the Program Participation Agreement and with installation standards specified in Task 5.3.
- Remove replaced equipment from the site and recycle or dispose of it properly in accordance with federal, state, and local regulations. For appliances containing refrigerant with global warming potential greater than 150, removal and disposal must follow refrigerant recovery procedures required by California Code of Regulations Section 95390 and Code of Federal Regulations Title 40, Part 82, Subpart F.
- Limit project construction for a single home or apartment unit to thirty (30) calendar days whenever possible.
- Minimize disruption to home occupants during construction. Avoid the need for temporary displacement if possible and reduce the duration of displacement if it is necessary. If displacement is needed, tenants shall have the right to return to the same unit once construction is complete and state and local laws governing tenant displacement shall apply.
- Ensure participating households are enrolled in the most appropriate rate plan from their utility, as well as any rate discounts and demand response programs for which they are eligible. Offer to assist households to enroll in appropriate rates, discounts, and demand response for which they are not already enrolled, including budget billing/level pay programs to smooth out monthly variability in energy bills.
- Programmable equipment shall be programmed to achieve energy efficiency, comfort, minimize consumption during peak periods, and facilitate enrollment in demand response programs if available.
- Inform building owners and occupants about the proper operation of their new equipment and any recommended maintenance (for example, the changing or cleaning of filters, setback temperatures, warm-up periods, and programming of

equipment). Operation, maintenance, and warranty information shall be provided in writing in English and any other predominant language spoken in the community, if needed.

- Post-Installation Project Certificate. For projects supported by HOMES funding, ensure that participants receive the information required pursuant to HOMES Program Requirements and Application Instructions Section 3.2.6. The information may be provided by a Home Energy Rating System (HERS) Rater, the Recipient (but not the installer), another third-party or a combination of the above.
 - Templates for the Post-Installation Project Certificate must be approved by the CAM.
- Discuss this task at Program Meetings (Task 1.3), as needed or as requested by the CAM.
- Submit related data as part of Task 3.

Recipient Products:

- Data submitted as part of Task 3
- Post-installation Project Certificate Template (draft and final)

Task 5.13 Quality Assurance and Quality Control (QA/QC)

The goal of this task is to ensure the successful operation of installed equipment, and to address participant questions and concerns, consistent with the Guidelines, HOMES Program Guidance, and this Agreement.

The Recipient shall:

- Develop QA/QC Procedures for review and approval by the CAM. Submit to CAM ten (10) calendar days before meeting for discussion. QA/QC Procedures will include the following, contemplate the various building types, and align with the Consumer Protection Plan described in Task 4 and with HOMES Program Guidance, specifically Program Requirements and Application Instructions Section 3.2.5:
 - Processes for consumer feedback
 - Conflict resolution procedures
 - Data or file reviews of all projects
 - Onsite or Virtual Inspections for a portion of projects (if HOMES requirements are not already satisfied through permitting process)
 - Verification that installation standards have been met

- Document retention of QA/QC Procedures
- Methods to use QA/QC Procedures and systems to inform program improvements
- Implement Final QA/QC Procedures.
- Ensure the quality of installation work for a minimum of twelve (12) months, and promptly address any deficiencies.
- Maintain a hotline for program participants to report problems and questions regarding equipment operation for the duration of this agreement, and record problems and questions in a Hotline Call Log Tracker. Provide the hotline telephone number to customers in a clear and useful format, for example on stickers affixed to equipment.
- Ensure that contractors adhere to installation standards devised under Task 5.3 including any legally required testing.
- Discuss this task at Program Meetings (Task 1.3), as needed or as requested by the CAM.
- Submit related data as part of Task 3.
- Facilitate CEC audits of a subset of homes retrofitted through the program.

Recipient Products:

- Hotline Call Log Tracker
- QA/QC Procedures (draft and final)
- Data submitted as part of Task 3

Task 5.14 Participant Surveys

The goal of this task is to collect feedback and data about participant experience and satisfaction.

The Recipient shall:

- Develop a Draft Participant Survey to obtain feedback from participating households, for review and approval by the CAM. The survey will address resident satisfaction with program staff, installation contractors, construction, and new equipment and will include, at minimum, the relevant questions listed in and adhere to the timelines specified in HOMES Requirements & Application Instructions, Appendix B. Submit to CAM ten (10) calendar days before meeting to discuss.
- Integrate CAM feedback into Final Participant Survey.

- Discuss this task at Program Meetings (Task 1.3), as needed or as requested by the CAM.

Recipient Products:

- Participant Survey (draft and final)
- Data submitted as part of Task 3

TASK 6: CONTINUOUS IMPROVEMENT

The goal of this task is to align the Recipient and the CAM on Program performance, ensure Program effectiveness and provide timely adjustments for improvement.

The Recipient shall:

- Consider results, lessons learned, and data from program implementation to evaluate success, and propose course corrections and adjustments on a periodic basis.
- In proposing course corrections and adjustments, factors that the Recipient shall consider include but are not limited to:
 - Contractor performance as measured by critical review of project scopes and pricing, participant reviews, site visits, and other Quality Control measures
 - Actual energy savings results for projects (calculated by the CEC or another contractor utilizing standardized, open-source analytical methods)
 - Actual bill impacts for completed projects
 - Program Participant Hotline calls
 - Participant Surveys
 - Feedback and input from the Advisory Group and CEC staff
 - Budgeted versus actual expenditures
 - Other agreed upon metrics
- Implement proposed course corrections and adjustments after review and approval by CAM.
- Take corrective action if fraudulent activity on the part of contractors or property owners is brought to the Recipient's attention.
- Discuss this task at Program Meetings (Task 1.3) or other meetings, as needed or requested by the CAM.

TASK 7 LEVERAGING AND LAYERING WITH OTHER PROGRAMS

The goal of this task is to ensure coordination with other CEC-approved programs, where possible, to leverage other funding sources to allow more homes to be reached and maximize the benefits of the EBD Direct Install Program. Program coordination should be designed to reduce greenhouse gas emissions and advance energy equity.

The Recipient shall:

- Develop a draft Coordination Plan addressing coordination with other programs, for review and approval by the CAM, that includes the following elements:
 - When EBD Direct Install Program funds are used to fund specific measures as part of a project, other complementary (non-HOMES) funding sources are considered first, whenever possible.
 - Complexity for program participants and contractors is minimized.
 - For HOMES supported projects, confirmation to the best of Recipient's ability that property did not receive a federal grant for any measure receiving HOMES funding, including rebates under the IRA Home Electrification and Appliance Rebate Program.
 - Legal and regulatory requirements of each funding source are met.
 - Total amount of funding applied to a project does not exceed the actual project cost.
- Coordination Plan may include:
 - Coordination with programs that provide funding for one or more measures that are also eligible through the EBD Direct Install Program, such as remediation, smart thermostats, electrical panel upgrades, or heat pumps.
 - Coordination with programs that provide funding for complementary measures that are not eligible for EBD Direct Install Program funding, including, but not limited to, solar photovoltaic panels, electric vehicle charging, shade trees, windows, and battery storage.
- Discuss this task at Program Meetings (Task 1.3) or other meetings, as needed or as requested by the CAM, and develop a final Coordination Plan.
- Implement the final Coordination Plan.
- Track layering by project and provide data as part of Task 3 and Monthly Progress Report (Task 1.6)

Recipient Products:

- Coordination Plan (draft and final)

- Data submitted as part of Task 3

TASK 8 COORDINATION WITH OTHER PROGRAMS AND PUBLIC INTEREST RESEARCH

The goal of this task is to coordinate with other programs and public interest research for purposes other than layering and leveraging funds.

The Recipient shall:

- Coordinate with representatives of other CAM-approved programs to advance shared goals and align activities, as opportunities arise. For example, this may include coordination with the California Heat Pump Public-Private Partnership.
- Coordinate with CAM-approved public interest research programs to advance research or evaluate the efficacy or impact of building decarbonization technologies, as opportunities arise. For example, this may include:
 - Identifying and facilitating access to a group of sample homes, in a variety of climate zones and building types, for the installation of air monitors and data collection pre and post retrofit, and subsequent removal of air quality monitoring equipment.
 - Identifying a sample of homes in different regions of the state to evaluate building decarbonization or communication technologies.
- Discuss this task at Program Meetings (Task 1.3) or other meetings, as needed or as requested by the CAM.
- Track coordination with other programs as part of Task 3.

Recipient Products:

- Data submitted as part of Task 3

Schedule of Products and Due Dates

I. Instructions for Schedule of Products and Due Dates

This workbook contains the spreadsheet for the Schedule of Products and Due Dates. Items in <blue type> need to be completed. All other items should remain unchanged.

For each Administrative Task, insert the planned start and completion dates. For the Critical Project Reviews (CPRs), add as many CPRs as the project requires. If this form is being completed by an Applicant as part of a proposal to the Energy Commission, leave the CPR sections blank. These sections will be completed by the Energy Commission prior to issuing a funding award.

For each Technical Task, insert the name of each task as it is titled in the Scope of Work, the name of each product(s) associated with each task as they are titled in the Scope of Work (using Caps and Bold), and the planned completion dates. A frequency or number of days after another occurrence (ex. 10 days before program meeting) are acceptable instead of a specific date. Delete or insert rows as necessary.

Exhibit A-1 Schedule of Products and Due Dates

<i>Task Number</i>	<i>Task Name</i>	<i>Product(s)</i>	<i>Due Date</i>
1.1	Attend Kick-off Meeting		
		Kick-Off Meeting Agendas (CEC)	10 calendar days before Kick-Off Meetings
		Updated Schedule of Products and Due Dates	10 calendar days after Kick-off Meetings
1.2	Critical Project Review (CPR) Meetings		
	For each CPR Meeting	Agenda and a list of expected participants (CEC)	10 calendar days before CPR meeting
		CPR Report	10 calendar days before CPR meeting
		Schedule for written determination (CEC)	10 calendar days after CPR meeting
		Written determination (CEC)	As indicated in schedule for written determination
1.3	Program Meetings and Briefings (2 per month for first year)		
		Agenda and a list of expected participants (CEC)	10 calendar days before Meeting
		Written documentation of meeting agreements	5 calendar days after meeting
1.4	Advisory Group		
		List of potential Advisory Group members for the region	At Kick-off Meeting
		Final list of potential Advisory Group members (CEC)	30 calendar days after Kick-off Meeting
		List of confirmed Advisory Group members for the region	15 calendar days after receiving the list from CEC
		Advisory Group meeting agendas (CEC)	5 calendar days before Meetings
1.5	Invoices		
		Invoices	15th of every month or as specified by CAM
		True-up updates for advanced funds	15th of every month or as specified by CAM
1.6	Monthly Progress Report		
		Monthly progress reports	15th of every month
1.7	Obtain and Execute Subawards		
		List of subaward agreements and timeline for execution	At Kick-off Meeting
		Subaward agreements (Draft, if requested)	20 calendar days after Kick-off Meeting
		Subaward agreements (Final)	45 calendar days after Kick-off Meeting
1.8	Annual Reports and Presentations		
		Annual reports and presentations (Drafts)	January 30
		Annual reports and presentations (Finals)	15 calendar days after CAM provides comments on draft reports
1.9	Final Report and Presentation		
		Final report (Draft)	90 calendar days before the end of the agreement term
		Final report (Final)	60 calendar days before the end of the Agreement Term

Task Number	Task Name	Product(s)	Due Date
1.10	Final Meetings		
		Written documentation of meeting agreements and unresolved activities	5 calendar days after final meeting
		Schedule for completing closeout activities	10 calendar days after final meeting
2	Internal Controls, Processes and Procedures		
		Internal controls, processes, and procedures	2 months after Kick-off Meeting
		Updated internal controls, processes, and procedures	As needed or requested by the CAM (no less than annually)
		Monthly fiscal accounting in Task 1.6 Monthly Progress Reports	15th of every month
3	Program Data Collection and Reporting		
		Project data	Daily or as specified by CAM
		Metrics and Data Reports	Within 15 calendar days of CAM request
4	Assist CEC with DOE HOMES Application Components		
		Responses for DOE application components (Draft)	Within 15 calendar days of request from CAM
		Responses for DOE application components (Final)	Within 15 calendar days of request from CAM
		Components for Consumer Protection Plan (Draft)	Within 15 calendar days of request from CAM
		Components for Consumer Protection Plan (Final)	Within 15 calendar days of request from CAM
		Components for Market Transformation Plan (Draft)	Within 15 calendar days of request from CAM
		Components for Market Transformation Plan (Final)	Within 15 calendar days of request from CAM
		Input on draft Community Benefits Plan, Education and Outreach Strategy, Utility Data Access Plan, and Privacy and Security Risk Assessment	Within 15 calendar days of request from CAM
5.1	Community Focus Areas		
		Proposed Initial Community Focus Areas List and Justification	As part of application
		Final Initial Community Focused Areas List	1 month after Kick-off Meeting
		Amended Community Focus Areas List and Justification	30 calendar days after request from the CAM
5.2	Community Application Process		
		Proposed Community Application Process and Selection Criteria	6 months after Kick-off Meeting
		Final Community Application Process and Selection Criteria	9 months after Kick-off Meeting
5.3	Workforce Plan and Contractor Enrollment		
		Workforce Plan outline	2 months after Kick-off Meeting
		Workforce Plan (Draft)	3 months after Kick-off Meeting
		Workforce Plan (Final)	5 months after Kick-off Meeting
		Data submitted as part of Task 3	See Task 3

Task Number	Task Name	Product(s)	Due Date
5.4	Standard Packages of Measures		
		Packages of Measures	4 months after Kick-off Meeting
		Bi-Annual Report on Packages of Measures	June 30th and December 31st of each calendar year (excluding the fifth year)
5.5	Pricing and Cost Caps		
		Cost-Control Mechanisms	4 months after Kick-off Meeting
		Data submitted as part of Task 3	See Task 3
5.6	Household/Property Targeting		
		Household Identification and Screening Plan (Draft)	3 months after Kick-off Meeting
		Household Identification and Screening Plan (Final)	5 months after Kick-off Meeting
5.7	Set-Aside for Manufactured Homes		
		Manufactured and Mobile Homes Service Plan (Draft)	6 months after Kick-off Meeting
		Manufactured and Mobile Homes Service Plan (Final)	9 months after Kick-off Meeting
		Data submitted as part of Task 3	See Task 3
5.8	Outreach and Engagement		
		Outreach Materials	5 months after Kick-off Meeting
		Outreach and Engagement Log	Part of Task 3 Project Data
5.9	Household Eligibility and Initial Enrollment		
		Application Template	2 months after Kick-off Meeting
		Data submitted as part of Task 3	See Task 3
5.10	Home Assessments		
		Home Assessment Approach and Processes (Draft)	3 months after Kick-off Meeting
		Home Assessment Approach and Processes (Final)	5 months after Kick-off Meeting
		Updated Home Assessment Approach and Processes (if requested by CAM)	within 30 days of request from CAM
		Data submitted as part of Task 3	See Task 3
5.11	Program Participation Agreements and Tenant Protections		
		Program Participation Agreement Template	5 months after Kick-off Meeting
		Data submitted as part of Task 3	See Task 3
5.12	Building Decarbonization Retrofits		
		Data submitted as part of Task 3	See Task 3
		Post-installation Project Certificate Template (Draft)	5 months after Kick-off Meeting
		Post-installation Project Certificate Template (Final)	6 months after Kick-off Meeting
5.13	Quality Assurance and Quality Control (QA/QC)		
		Hotline Call Log Tracker	Weekly or as specified by the CAM
		QA/QC Procedures (Draft)	4 months after Kick-off Meeting
		QA/QC Procedures (Final)	6 months after Kick-off Meeting
		Data submitted as part of Task 3	See Task 3

Task Number	Task Name	Product(s)	Due Date
5.14	Participant Surveys		
		Participant Survey (Draft)	5 months after Kick-off Meeting
		Participant Survey (Final)	9 months after Kick-off Meeting
		Data submitted as part of Task 3	See Task 3
6	Continuous Improvement		
		<i>No Recipient Products for this Task</i>	
7	Coordination and Layering with Other Programs		
		Coordination Plan (Draft)	4 months after Kick-off Meeting
		Coordination Plan (Final)	6 months after Kick-off Meeting
		Data submitted as part of Task 3	See Task 3
8	Coordination with Other Programs and Public Interest Research		
		Data submitted as part of Task 3	See Task 3

Budget Forms General Budget Worksheet Instructions

1. A separate set of complete budget forms, including the full set of worksheets, is required for the Recipient and for each subcontract containing: 1) \$100,000 or more of Energy Commission funds; or 2) 25% or more of the total Energy Commission funds requested.
2. For each worksheet, only identify the expenses to be incurred by the organization to which the budget forms pertain.
3. Only complete information for non-shaded cells; all other information will be automatically filled or calculated.
4. When more rows are required, copy an existing row and "insert the copied cells" between existing rows to keep template formulas accurate.
5. Budgeted Energy Commission funds and match share must be in whole dollars. Rates (labor, fringe, indirect or profit) and unit costs for materials/equipment must be in dollars and cents (two decimal places only).
6. Do not create new formulas in the tables as they may cause rounding discrepancies.
7. Each worksheet has specific instructions located below the form.
8. All rates (labor, fringe, indirect, and profit) included in these forms are caps, or the maximum amount allowed to be billed. The maximum rate should be the projected final rate based on the end term of the agreement. The Energy Commission will only reimburse for actual expenses incurred, not to exceed the rates specified in these forms. **Rate increases will not be approved.**
9. All costs (including indirect costs) must adhere to the Agreement Terms and Conditions, Generally Accepted Accounting Principles (GAAP) and the Office of Management and Budget (OMB) Circular or Federal Acquisition Regulations applicable to your organization.
10. Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement, with the exception of costs incurred by University of California recipients and permits required for the installation of building retrofits pursuant to this program.
11. Never delete Rows, Columns or Worksheets. Leave unused cells blank.
12. **Unallowable Costs (Reimbursable)**
For an item of cost to be allowable, it must be included in the approved agreement budget and allowable per the terms and conditions of the resulting agreement. The following are examples of unallowable costs under an agreement resulting from this solicitation. This list is not comprehensive and additional items of cost may be unallowable in accordance with the terms and conditions.
 - Forgone Profit – For example, if a company usually charges 10% profit but only charges 4% to CEC. The unclaimed difference is not an allowable item of cost.
 - Forgone Rent – For example, rents that are not paid is not an allowable item of reimbursable cost.
 - Discounted or Refunded Equipment Costs – For example, a claim that equipment costs \$10,000 but the Recipient only pays \$6,000 due to some "special" discount. The difference of \$4,000 is not an allowable expense. Another example is if the Recipient actually pays \$10,000 but the vendor refunds \$4,000 – only the net \$6,000 is an allowable item of cost.
 - Foregone Salary, Fringe, Indirect or Other Types of Cost – For example, a person normally charges or is paid \$100 per hour but will only charge \$50 per hour towards the CEC award. Only actual costs incurred and paid to the employee are allowable.

Category Budget
(see instructions below)

Name of Organization	Center for Sustainable Energy
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Organization Type	Recipient	See Section I.B in Solicitation Manual for definitions
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Cost Category	EBD Reimbursable Share	Match Share	Total	State EBD Funds by Category			Federal EBD Funds by Category			Total EBD Funds (State and Federal) by Category		
				Administration	Project-Related	Project	Administration	Project-Related	Project	Administration	Project-Related	Project
Direct Labor	\$ 3,085,619	\$ -	\$ 3,085,619	\$ 1,469,967	\$ 940,612	\$ -	\$ 439,272	\$ 235,768	\$ -	\$ 1,909,239	\$ 1,176,380	\$ -
Fringe Benefits	\$ 1,234,248	\$ -	\$ 1,234,248	\$ 587,987	\$ 376,245	\$ -	\$ 175,709	\$ 94,307	\$ -	\$ 763,696	\$ 470,552	\$ -
Total Labor	\$ 4,319,867	\$ -	\$ 4,319,867	\$ 2,057,954	\$ 1,316,857	\$ -	\$ 614,981	\$ 330,075	\$ -	\$ 2,672,935	\$ 1,646,932	\$ -
Travel	\$ 19,790	\$ -	\$ 19,790	\$ 9,859	\$ 5,585	\$ -	\$ 2,946	\$ 1,400	\$ -	\$ 12,805	\$ 6,985	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ 150,496	\$ -	\$ 150,496	\$ 52,355	\$ 65,962	\$ -	\$ 15,645	\$ 16,534	\$ -	\$ 68,000	\$ 82,496	\$ -
Subcontractors	\$ 98,187,146	\$ 46,114	\$ 98,233,260	\$ 3,300,406	\$ 6,413,656	\$ 61,260,413	\$ 986,265	\$ 1,607,609	\$ 24,618,798	\$ 4,286,671	\$ 8,021,265	\$ 85,879,211
Total Other Direct Costs	\$ 98,357,432	\$ 46,114	\$ 98,403,546	\$ 3,362,620	\$ 6,485,203	\$ 61,260,413	\$ 1,004,856	\$ 1,625,543	\$ 24,618,798	\$ 4,367,476	\$ 8,110,746	\$ 85,879,211
Indirect Costs	\$ 5,091,271	\$ -	\$ 5,091,271	\$ 2,425,445	\$ 1,552,009	\$ -	\$ 724,799	\$ 389,018	\$ -	\$ 3,150,244	\$ 1,941,027	\$ -
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Indirect and Profit	\$ 5,091,271	\$ -	\$ 5,091,271	\$ 2,425,445	\$ 1,552,009	\$ -	\$ 724,799	\$ 389,018	\$ -	\$ 3,150,244	\$ 1,941,027	\$ -
Grand Totals	\$ 107,768,570	\$ 46,114	\$ 107,814,684	\$ 7,846,018	\$ 9,354,069	\$ 61,260,413	\$ 2,344,636.16	\$ 2,344,635.80	\$ 24,618,798	\$ 10,190,655	\$ 11,698,705	\$ 85,879,211
Amount of Funds to be Spent in California**	\$ 104,640,579		Percent of Total	10%	12%	78%	8%	8%	84%	9%	11%	80%

Direct Labor (Unloaded)
(see instructions below)

Organization Name	Center for Sustainable Energy
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Hourly Rates

Employee Name	Job Classification / Title	Cost Category (Select from drop-down menu)	Maximum Labor Rate (\$ per hour)	# of Hours	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Gabrielle Stebbins, Kara Crohn, Andrew Chesser and others	Program Leadership	Administration	\$ 130.00	1,602	\$ 160,323	\$ 47,909	\$ 208,232	\$ -	\$ 208,232
Gabrielle Stebbins, Kara Crohn, Andrew Chesser and others	Program Leadership	Project-Related	\$ 130.00	3,332	\$ 346,295	\$ 86,800	\$ 433,095	\$ -	\$ 433,095
Chris Vogel, Jessica Jones, Caryn Josepher and others	Senior Manager/Specialist	Administration	\$ 98.00	4,151	\$ 313,198	\$ 93,594	\$ 406,792	\$ -	\$ 406,792
Chris Vogel, Jessica Jones, Caryn Josepher and others	Senior Manager/Specialist	Project-Related	\$ 98.00	3,371	\$ 264,139	\$ 66,208	\$ 330,347	\$ -	\$ 330,347
Various	Program Specialist	Administration	\$ 77.00	8,706	\$ 516,102	\$ 154,227	\$ 670,329	\$ -	\$ 670,329
Various	Program Specialist	Project-Related	\$ 77.00	3,196	\$ 196,773	\$ 49,322	\$ 246,095	\$ -	\$ 246,095
Kelly Leathers and others	Program Management	Administration	\$ 65.00	7,181	\$ 359,365	\$ 107,390	\$ 466,755	\$ -	\$ 466,755
Kelly Leathers and others	Program Management	Project-Related	\$ 65.00	1,800	\$ 93,536	\$ 23,445	\$ 116,981	\$ -	\$ 116,981
Various	Program Associate	Administration	\$ 38.00	4,135	\$ 120,979	\$ 36,152	\$ 157,131	\$ -	\$ 157,131
Various	Program Associate	Project-Related	\$ 38.00	1,312	\$ 39,869	\$ 9,993	\$ 49,862	\$ -	\$ 49,862
							\$ -		
							\$ -		
Hourly Direct Labor Totals					\$ 2,410,579	\$ 675,040	\$ 3,085,619	\$ -	\$ 3,085,619

Fringe Benefits
(see instructions below)

Organization Name	Center for Sustainable Energy
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Fringe Benefit Base Description (Employee or Job Classification/Title)	Cost Category (Select from drop-down menu)	Max. Fringe Benefit Rate (%)	Direct Labor Costs - State EBD Funds (\$)	Direct Labor Costs - Federal EBD Funds (\$)	Fringe Benefits - State EBD Funds	Fringe Benefits - Federal EBD Funds	Fringe Benefits - Total EBD Funds (State+Fed)	Match Share	Total
Program Leadership	Administration	40.00%	\$ 160,323	\$ 47,909	\$ 64,129	\$ 19,164	\$ 83,293	\$ -	\$ 83,293
Program Leadership	Project-Related	40.00%	\$ 346,295	\$ 86,800	\$ 138,518	\$ 34,720	\$ 173,238	\$ -	\$ 173,238
Senior Manager/Specialist	Administration	40.00%	\$ 313,198	\$ 93,594	\$ 125,279	\$ 37,437	\$ 162,717	\$ -	\$ 162,717
Senior Manager/Specialist	Project-Related	40.00%	\$ 264,139	\$ 66,208	\$ 105,656	\$ 26,483	\$ 132,139	\$ -	\$ 132,139
Program Specialist	Administration	40.00%	\$ 516,102	\$ 154,227	\$ 206,441	\$ 61,691	\$ 268,132	\$ -	\$ 268,132
Program Specialist	Project-Related	40.00%	\$ 196,773	\$ 49,322	\$ 78,709	\$ 19,729	\$ 98,438	\$ -	\$ 98,438
Program Management	Administration	40.00%	\$ 359,365	\$ 107,390	\$ 143,746	\$ 42,956	\$ 186,702	\$ -	\$ 186,702
Program Management	Project-Related	40.00%	\$ 93,536	\$ 23,445	\$ 37,414	\$ 9,378	\$ 46,792	\$ -	\$ 46,792
Program Associate	Administration	40.00%	\$ 120,979	\$ 36,152	\$ 48,392	\$ 14,461	\$ 62,852	\$ -	\$ 62,852
Program Associate	Project-Related	40.00%	\$ 39,869	\$ 9,993	\$ 15,947	\$ 3,997	\$ 19,945	\$ -	\$ 19,945
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefit Totals			\$ 2,410,579	\$ 675,040	\$ 964,231	\$ 270,016	\$ 1,234,248	\$ -	\$ 1,234,248

Administration	Project- Related	Project	Administration	Project- Related	Project
\$ 567,987	\$ 376,245	\$ -	\$ 175,709	\$ 94,307	\$ -

Additional Explanation: As necessary, please use this box (or an attachment) to list the elements that comprise your fringe benefits and how they are applied to your base (e.g. Personnel) to arrive at your fringe benefit rate.
CSE's fringe rate covers Paid Leave, Payroll Expenses & Taxes, Employee Health Insurance, Unemployment Expenses, Transportation, and Retirement Contributions. Our fringe rate is applied to Total Labor Costs.

Travel
(see instructions below)

Organization Name	Center for Sustainable Energy
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Cost Category (Select from drop-down menu)	Traveler's Name and/or Classification	Departure	Destination	Trip Purpose	No. of Days	Lodging	Flight	Mileage Cost	Vehicle Cost (if not included in Mileage Cost)	Per Diem	State EBD Funds	Federal EBD Funds	Total EBD Funds	Match Share	Total
Administration	TBD	TBD	TBD	Kickoff Meetings, Team Meetings, CAM and Advisory Group Meetings, TBD as directed by CAM	TBD	\$ 4,400	\$ 4,730	\$ -	\$ 1,875	\$ 1,800	\$ 9,859	\$ 2,946	\$ 12,805	\$ -	\$ 12,805
Project-Related	TBD	TBD	TBD	Attend marketing and outreach events coordinated with CBOs or in person meetings with CBOs about the program	TBD	\$ 2,400	\$ 2,700	\$ -	\$ 1,185	\$ 700	\$ 5,585	\$ 1,400	\$ 6,985	\$ -	\$ 6,985
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Total:											\$ 15,444	\$ 4,346	\$ 19,790	\$ -	\$ 19,790

State EBD Funds by Category			Federal EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ 9,859	\$ 5,585	\$ -	\$ 2,946	\$ 1,400	\$ -

Materials & Miscellaneous
(see instructions below)

Organization Name	Center for Sustainable Energy
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Cost Category (select from drop-down menu)	Description	Purpose	Cost Basis	# Units	Unit Cost	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Administration	Teamwork and Sharepoint licenses, or similar	Project Management, planning and tracking	Annual Fee	5	\$ 5,000	\$ 19,248	\$ 5,752	\$ 25,000	\$ -	\$ 25,000
Project-Related	Alchemer License	Data Analytics	Annual Fee	10	\$ 1,350	\$ 10,794	\$ 2,706	\$ 13,500	\$ -	\$ 13,500
Administration	Dovetail and QDA Software fees	Data Analytics	Monthly Fee	60	\$ 100	\$ 4,620	\$ 1,380	\$ 6,000	\$ -	\$ 6,000
Administration	Leaflet, Mapbox/Cardo, etc fee	Data Analytics	Monthly Fee	60	\$ 100	\$ 4,620	\$ 1,380	\$ 6,000	\$ -	\$ 6,000
Administration	ArcGIS	Data Analytics	Annual Fee	80	\$ 150	\$ 9,239	\$ 2,761	\$ 12,000	\$ -	\$ 12,000
Project-Related	Translations	Translate Surveys and Collateral	Per Item	6	\$ 1,666	\$ 7,993	\$ 2,003	\$ 9,996	\$ -	\$ 9,996
Administration	Tableau Licenses	Data Visualization for Dashboards	Annual Fee	100	\$ 135	\$ 10,394	\$ 3,106	\$ 13,500	\$ -	\$ 13,500
Administration	Marketo Database	Tracking Enrollment and Outreach	Per Record	1	\$ 5,500	\$ 4,235	\$ 1,265	\$ 5,500	\$ -	\$ 5,500
Project-Related	Advertisements and Direct Mail	Target Diverse Professional Groups in the initial community focus areas	Per Major Market	1	\$ 9,000	\$ 7,196	\$ 1,804	\$ 9,000	\$ -	\$ 9,000
Project-Related	Owned and Paid Media and Various Other Branding and Collateral	To Support CBO Engagement and Program Outreach to Households in the targeted initial community focus areas	Varies	5	\$ 5,000	\$ 19,990	\$ 5,010	\$ 25,000	\$ -	\$ 25,000
Project-Related	Website Hosting and Domain Name Purchase	For Program Awareness and Application Processing	Annual Fee	5	\$ 5,000	\$ 19,990	\$ 5,010	\$ 25,000	\$ -	\$ 25,000
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total:						\$ 118,317	\$ 32,179	\$ 150,496	\$ -	\$ 150,496

State EBD Funds by Category	Federal EBD Funds by Category
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Administration	Project-Related	Project	Administration	Project-Related	Project
\$ 52,355	\$ 65,962	\$ -	\$ 15,645	\$ 16,534	\$ -

Subcontracts
(see instructions below)

Organization Name	Center for Sustainable Energy
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Cost Category (Select from drop-down menu)	Subcontractor or Vendor Name	Organization Type	Purpose and Cost Basis	CA Business Certifications DVBE/SB/MB/None	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Administration	Earth Advantage, Inc.	Subcontractor	QA/QC Technical Assistance, Quote	None	\$ 127,872	\$ 38,212	\$ 166,084	\$ 2,410	\$ 168,494
Project-Related	Earth Advantage, Inc.	Subcontractor	QA/QC Technical Assistance, Quote	None	\$ 104,842	\$ 26,279	\$ 131,121	\$ 1,205	\$ 132,326
Administration	Policy Consultants, Inc dba ResIntel	Vendor	Targeting	None	\$ 81,150	\$ 24,250	\$ 105,400	\$ -	\$ 105,400
Administration	ReCurve Analytics, Inc. or Others	Vendor	Lead Generation	None	\$ 230,977	\$ 69,023	\$ 300,000	\$ -	\$ 300,000
Project-Related	Richard Heath & Associates, Inc.	Subcontractor	Outreach	None	\$ 15,992	\$ 4,008	\$ 20,000	\$ -	\$ 20,000
Project-Related	Self Help Enterprises	Subcontractor	Lead Generation	None	\$ 590,801	\$ 148,087	\$ 738,888	\$ -	\$ 738,888
Project-Related	Peninsula Clean Energy	Subcontractor	Rapid Start Partner	None			\$ 42,500		\$ 42,500
Project-Related	Fresno Economic Opportunities Commission	Subcontractor	Lead Generation	None	\$ 452,304	\$ 113,372	\$ 565,676	\$ -	\$ 565,676
Administration	Franklin Energy Services, LLC	Subcontractor	Program Implementation, Quote	None	\$ 2,821,911	\$ 843,275	\$ 3,665,187	\$ -	\$ 3,665,187
Project-Related	Franklin Energy Services, LLC	Subcontractor	Program Implementation, Quote	None	\$ 4,051,662	\$ 1,015,566	\$ 5,067,228	\$ -	\$ 5,067,228
Project	Franklin Energy Services, LLC	Subcontractor	Program Implementation, Quote	None	\$ 61,260,413	\$ 24,618,798	\$ 85,879,211	\$ -	\$ 85,879,211
Project-Related	TBD - Additional Areas Subcontractors/CBOs	Subcontractor	New Community Focus Areas	None	\$ 977,606	\$ 245,041	\$ 1,222,647	\$ -	\$ 1,222,647
Project-Related	TBD - Data Acquisition	Vendor	Program Analytics	None	\$ 59,969	\$ 15,031	\$ 75,000	\$ -	\$ 75,000
Administration	TBD - CBO	Subcontractor	Meetings, and other admin tasks as they come up	None	\$ 38,496	\$ 11,504	\$ 50,000	\$ -	\$ 50,000
Project-Related	Eli Technologies, Inc.	Vendor	Income Verification	None	\$ 160,480	\$ 40,225	\$ 200,705	\$ -	\$ 200,705
Total:					\$ 70,974,474	\$ 27,212,672	\$ 98,187,146	\$ 46,114	\$ 98,233,260

State EBD Funds by Category			Federal EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ 3,300,406	\$ 6,413,656	\$ 61,260,413	\$ 986,265	\$ 1,607,609	\$ 24,618,798

Indirect Costs and Profit

(see instructions below)

Organization Name	Center for Sustainable Energy
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Indirect Cost(s)

Name of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Cost Category (Select from drop-down menu)	Indirect Cost Base Amount	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Program Leadership	165.00%	DL*G&A (Employee Training, Professional Development, Recruiting, Postage, Supplies, Audit, Legal and Payroll Services, Memberships, Subscriptions, Utilities, Corporate Insurance, Policy Wages & Salary, Office Rent & Storage, Telephone & Communications, Network/IT/Internet, Administrative Wages & Salary)	Administration	\$ 208,232	\$ 264,532	\$ 79,051	\$ 343,583	\$ -	\$ 343,583
Program Leadership	165.00%		Project-Related	\$ 433,095	\$ 571,386	\$ 143,220	\$ 714,607	\$ -	\$ 714,607
Senior Manager/Specialist	165.00%		Administration	\$ 406,792	\$ 516,777	\$ 154,429	\$ 671,207	\$ -	\$ 671,207
Senior Manager/Specialist	165.00%		Project-Related	\$ 330,347	\$ 435,830	\$ 109,243	\$ 545,073	\$ -	\$ 545,073
Program Specialist	165.00%		Administration	\$ 670,329	\$ 851,568	\$ 254,475	\$ 1,106,043	\$ -	\$ 1,106,043
Program Specialist	165.00%		Project-Related	\$ 246,095	\$ 324,676	\$ 81,381	\$ 406,057	\$ -	\$ 406,057
Program Management	165.00%		Administration	\$ 466,755	\$ 592,953	\$ 177,193	\$ 770,146	\$ -	\$ 770,146
Program Management	165.00%		Project-Related	\$ 116,981	\$ 154,334	\$ 38,684	\$ 193,019	\$ -	\$ 193,019
Program Associate	165.00%		Administration	\$ 157,131	\$ 199,615	\$ 59,651	\$ 259,266	\$ -	\$ 259,266
Program Associate	165.00%		Project-Related	\$ 49,862	\$ 65,783	\$ 16,489	\$ 82,272	\$ -	\$ 82,272
	0.00%				\$ -	\$ -	\$ -	\$ -	\$ -
Total:				\$ 3,977,455	\$ 1,113,817	\$ 5,091,271	\$ -	\$ 5,091,271	

State EBD Funds by Category			Federal EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ 2,425,445	\$ 1,552,009	\$ -	\$ 724,799	\$ 389,018	\$ -

Task Number and Name	Cost Category
1 - Agreement Administration	Administration
2 - Internal Controls, Processes, and Procedures	Administration
3 - Project Tracking, Data Collection, and Reporting	Administration
4 - Assist CEC with DOE HOMES Application Components	Administration
5.1 - Community Focus Areas	Administration
5.2 - Community Application Process	Administration
5.3 - Workforce Plan and Contractor Enrollment	Administration
5.4 - Standard Packages of Measures	Administration
5.5 - Pricing and Cost Caps	Administration
5.6 - Household/Property Pre-Screening	Administration
5.7 - Set-Aside for Manufactured Homes	Administration
5.8 - Outreach and Engagement	Project-Related
5.9 - Household Eligibility and Initial Enrollment	Project-Related
5.10 - Home Assessments	Project
5.11 - Program Participation Agreements and Tenant Protections	Project-Related
5.12 - Building Decarbonization Retrofits	Project
5.13 - Quality Assurance and Quality Control (QA/QC)	Project-Related
5.14 - Participant Surveys	Project-Related
6 - Continuous Improvement	Administration
7 - Coordination and Layering with Other Programs	Administration
8 - Coordination with Other CEC Programs and Public Interest Research	Administration

Cost Categories
Administration
Project-Related
Project

Organization Type
Recipient
Subcontractor
Vendor

Budget Forms

General Budget Worksheet Instructions

1. A separate set of complete budget forms, including the full set of worksheets, is required for the Recipient and for each subcontract containing: 1) \$100,000 or more of Energy Commission funds; or 2) 25% or more of the total Energy Commission funds requested.
2. For each worksheet, only identify the expenses to be incurred by the organization to which the budget forms pertain.
3. Only complete information for non-shaded cells; all other information will be automatically filled or calculated.
4. When more rows are required, copy an existing row and "insert the copied cells" between existing rows to keep template formulas accurate.
5. Budgeted Energy Commission funds and match share must be in whole dollars. Rates (labor, fringe, indirect or profit) and unit costs for materials/equipment must be in dollars and cents (two decimal places only).
6. Do not create new formulas in the tables as they may cause rounding discrepancies.
7. Each worksheet has specific instructions located below the form.
8. All rates (labor, fringe, indirect, and profit) included in these forms are caps, or the maximum amount allowed to be billed. The maximum rate should be the projected final rate based on the end term of the agreement. The Energy Commission will only reimburse for actual expenses incurred, not to exceed the rates specified in these forms. **Rate increases will not be approved.**
9. All costs (including indirect costs) must adhere to the Agreement Terms and Conditions, Generally Accepted Accounting Principles (GAAP) and the Office of Management and Budget (OMB) Circular or Federal Acquisition Regulations applicable to your organization.
10. Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement, with the exception of costs incurred by University of California recipients and permits required for the installation of building retrofits pursuant to this program.
11. Never delete Rows, Columns or Worksheets. Leave unused cells blank.
12. **Unallowable Costs (Reimbursable)**
 For an item of cost to be allowable, it must be included in the approved agreement budget and allowable per the terms and conditions of the resulting agreement. The following are examples of unallowable costs under an agreement resulting from this solicitation. This list is not comprehensive and additional items of cost may be unallowable in accordance with the terms and conditions.
 - Forgone Profit – For example, if a company usually charges 10% profit but only charges 4% to CEC. The unclaimed difference is not an allowable item of cost.
 - Forgone Rent – For example, rents that are not paid is not an allowable item of reimbursable cost.
 - Discounted or Refunded Equipment Costs – For example, a claim that equipment costs \$10,000 but the Recipient only pays \$6,000 due to some "special" discount. The difference of \$4,000 is not an allowable expense. Another example is if the Recipient actually pays \$10,000 but the vendor refunds \$4,000 – only the net \$6,000 is an allowable item of cost.
 - Foregone Salary, Fringe, Indirect or Other Types of Cost – For example, a person normally charges or is paid \$100 per hour but will only charge \$50 per hour towards the CEC award. Only actual costs incurred and paid to the employee are allowable.

Category Budget
(see instructions below)

Name of Organization	Earth Advantage Inc.	
Organization Type	Subcontractor	See Section 1.B in Solicitation Manual for definitions

Cost Category	EBD Reimbursable Share	Match Share	Total	State EBD Funds by Category			Federal EBD Funds by Category			Total EBD Funds (State and Federal) by Category		
				Administration	Project-Related	Project	Administration	Project-Related	Project	Administration	Project-Related	Project
Direct Labor	\$ 131,959	\$ -	\$ 131,959	\$ 56,066	\$ 47,287	\$ -	\$ 16,754	\$ 11,853	\$ -	\$ 72,820	\$ 59,140	\$ -
Fringe Benefits	\$ 54,499	\$ -	\$ 54,499	\$ 23,155	\$ 19,530	\$ -	\$ 6,919	\$ 4,895	\$ -	\$ 30,075	\$ 24,425	\$ -
Total Labor	\$ 186,459	\$ -	\$ 186,459	\$ 79,221	\$ 66,816	\$ -	\$ 23,674	\$ 16,748	\$ -	\$ 102,894	\$ 83,564	\$ -
Travel	\$ 22,861	\$ 3,614	\$ 26,476	\$ 11,311	\$ 6,532	\$ -	\$ 3,380	\$ 1,637	\$ -	\$ 14,692	\$ 8,170	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Direct Costs	\$ 22,861	\$ 3,614	\$ 26,476	\$ 11,311	\$ 6,532	\$ -	\$ 3,380	\$ 1,637	\$ -	\$ 14,692	\$ 8,170	\$ -
Indirect Costs	\$ 74,689	\$ -	\$ 74,689	\$ 31,733	\$ 26,764	\$ -	\$ 9,483	\$ 6,709	\$ -	\$ 41,216	\$ 33,473	\$ -
Profit (not allowed for grant recipients)	\$ 13,196	\$ -	\$ 13,196	\$ 5,607	\$ 4,729	\$ -	\$ 1,675	\$ 1,185	\$ -	\$ 7,282	\$ 5,914	\$ -
Total Indirect and Profit	\$ 87,885	\$ -	\$ 87,885	\$ 37,340	\$ 31,493	\$ -	\$ 11,158	\$ 7,894	\$ -	\$ 48,498	\$ 39,387	\$ -
Grand Totals	\$ 297,205	\$ 3,614	\$ 300,820	\$ 127,872	\$ 104,842	\$ -	\$ 38,212	\$ 26,279	\$ -	\$ 166,084	\$ 131,121	\$ -
<i>Amount of Funds to be Spent in California**</i>	\$ 77,090		<i>Percent of Total</i>	55%	45%	0%	59%	41%	0%	56%	44%	0%
<i>Percentage of Funds to be spent in California</i>	26%											

Direct Labor (Unloaded)

(see instructions below)

Organization Name	Earth Advantage Inc.
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Hourly Rates

Employee Name	Job Classification / Title	Cost Category (Select from drop-down menu)	Maximum Labor Rate (\$ per hour)	# of Hours	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Molly Hatfield, Madeline Salzman, MacKenzie Winchel	Senior Manager	Administration	\$ 72.10	620	\$ 34,416	\$ 10,284	\$ 44,700	\$ -	\$ 44,700.23
Molly Hatfield, Madeline Salzman, MacKenzie Winchel	Senior Manager	Project-Related	\$ 72.10	100	\$ 5,765	\$ 1,445	\$ 7,210	\$ -	\$ 7,210
David Heslam	Executive Director	Administration	\$ 119.80	93	\$ 8,578	\$ 2,563	\$ 11,142	\$ -	\$ 11,142
Bruce Manclark	Senior Technical Advisor	Project-Related	\$ 101.25	445	\$ 36,025	\$ 9,030	\$ 45,055	\$ -	\$ 45,055
Jason Elton, Brandon Bailey	Senior Technical Consultant	Project-Related	\$ 59.78	115	\$ 5,497	\$ 1,378	\$ 6,875	\$ -	\$ 6,875
Jason Elton, Brandon Bailey	Senior Technical Consultant	Administration	\$ 59.78	284	\$ 13,072	\$ 3,906	\$ 16,978	\$ -	\$ 16,978
Hourly Direct Labor Totals					\$ 103,353	\$ 28,607	\$ 131,959	\$ -	\$ 131,959

Monthly Salary Rates

Employee Name	Job Classification / Title	Cost Category (Select from drop-down menu)	Maximum Labor Rate (\$ per month)	# of Months	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Monthly Direct Labor Totals					\$ -	\$ -	\$ -	\$ -	\$ -

	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total	State EBD Funds by Category			Federal EBD Funds by Category		
						Administration	Project-Related	Project	Administration	Project-Related	Project
Direct Labor Grand Totals	\$ 103,353	\$ 28,607	\$ 131,959	\$ -	\$ 131,959	\$ 56,066	\$ 47,287	\$ -	\$ 16,754	\$ 11,853	\$ -

Fringe Benefits
(see instructions below)

Organization Name	Earth Advantage Inc.
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Fringe Benefit Base Description (Employee or Job Classification/Title)	Cost Category (Select from drop-down menu)	Max. Fringe Benefit Rate (%)	Direct Labor Costs - State EBD Funds (\$)	Direct Labor Costs - Federal EBD Funds (\$)	Fringe Benefits - State EBD Funds	Fringe Benefits - Federal EBD Funds	Fringe Benefits - Total EBD Funds (State+Fed)	Match Share	Total
Senior Manager	Administration	41.30%	\$ 34,416	\$ 10,284	\$ 14,214	\$ 4,247	\$ 18,461	\$ -	\$ 18,461
Senior Manager	Project-Related	41.30%	\$ 5,765	\$ 1,445	\$ 2,381	\$ 597	\$ 2,978	\$ -	\$ 2,978
Executive Director	Administration	41.30%	\$ 8,578	\$ 2,563	\$ 3,543	\$ 1,059	\$ 4,602	\$ -	\$ 4,602
Senior Technical Advisor	Project-Related	41.30%	\$ 36,025	\$ 9,030	\$ 14,878	\$ 3,729	\$ 18,608	\$ -	\$ 18,608
Senior Technical Consultant	Project-Related	41.30%	\$ 5,497	\$ 1,378	\$ 2,270	\$ 569	\$ 2,839	\$ -	\$ 2,839
Senior Technical Consultant	Administration	41.30%	\$ 13,072	\$ 3,906	\$ 5,399	\$ 1,613	\$ 7,012	\$ -	\$ 7,012
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefit Totals			\$ 103,353	\$ 28,607	\$ 42,685	\$ 11,815	\$ 54,499	\$ -	\$ 54,499

State EBD Funds by Category			State EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ 23,155	\$ 19,530	\$ -	\$ 6,919	\$ 4,895	\$ -

Travel
(see instructions below)

Organization Name	Earth Advantage Inc.																
Cost Category (Select from drop-down menu)	Traveler's Name and/or Classification	Departure	Destination	Trip Purpose	No. of Days	Lodging	Flight	Mileage Cost	Vehicle Cost (if not included in Mileage Cost)	Per Diem	State EBD Funds	Federal EBD Funds	Total EBD Funds	Match Share	Total		
Administration	Senior Manager, Senior Technical Consultant, Senior Technical Advisor, Senior Technical Advisor	TBD	Sacramento	Attendance at kick-off meeting and annual meetings for years 2-5. 2 days for each trip for up to 2 staff members	24	\$ 4,500	\$ 5,300	\$ 848	\$ 1,634	\$ 2,410	\$ 11,311	\$ 3,380	\$ 14,692	\$ 2,410	\$ 17,101		
Project-Related	Senior Manager, Senior Technical Advisor, Senior Technical Advisor	TBD	TBD	Attendance at in-person meetings for project-related tasks.	16	\$ 3,000	\$ 2,300	\$ 848	\$ 817	\$ 1,205	\$ 6,532	\$ 1,637	\$ 8,170	\$ 1,205	\$ 9,375		
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
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						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total:											\$ 17,844	\$ 5,018	\$ 22,861	\$ 3,614	\$ 26,476		

State EBD Funds by Category			Federal EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ 11,311	\$ 6,532	\$ -	\$ 3,380	\$ 1,637	\$ -

Equipment
(see instructions below)

Organization Name	Earth Advantage Inc.									
Cost Category (select from drop-down menu)	Description	Purpose	Cost Basis	# Units	Unit Cost	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total:						\$ -	\$ -	\$ -	\$ -	\$ -

State EBD Funds by Category			Federal EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Indirect Costs and Profit

(see instructions below)

Organization Name	Earth Advantage Inc.
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Indirect Cost(s)

Name of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Cost Category (Select from drop-down menu)	Indirect Cost Base Amount	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
DOE NICRA	56.60%	Direct Labor	Administration	\$ 72,820	\$ 31,733	\$ 9,483	\$ 41,216	\$ -	\$ 41,216
DOE NICRA	56.60%	Direct Labor	Project-Related	\$ 59,140	\$ 26,764	\$ 6,709	\$ 33,473	\$ -	\$ 33,473
	0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total:					\$ 58,498	\$ 16,191	\$ 74,689	\$ -	\$ 74,689

State EBD Funds by Category			Federal EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ 31,733	\$ 26,764	\$ -	\$ 9,483	\$ 6,709	\$ -

Profit

(Profit is not allowed for prime Grant Recipients; profit is allowed for subcontractors. See instructions below)

Profit Rate	Profit Base Description	Cost Category (Select from drop-down menu)	Profit Base Amount	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
10.00%	Direct Labor	Administration	\$ 72,820	\$ 5,607	\$ 1,675	\$ 7,282	\$ -	\$ 7,282
10.00%	Direct Labor	Project-Related	\$ 59,140	\$ 4,729	\$ 1,185	\$ 5,914	\$ -	\$ 5,914
0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total:				\$ 10,335	\$ 2,861	\$ 13,196	\$ -	\$ 13,196

State EBD Funds by Category			Federal EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ 5,607	\$ 4,729	\$ -	\$ 1,675	\$ 1,185	\$ -

	Cost Category
1 - Agreement Administration	Administration
2 - Internal Controls, Processes, and Procedures	Administration
3 - Project Tracking, Data Collection, and Reporting	Administration
4 - Assist CEC with DOE HOMES Application Components	Administration
5.1 - Community Focus Areas	Administration
5.2 - Community Application Process	Administration
5.3 - Workforce Plan and Contractor Enrollment	Administration
5.4 - Standard Packages of Measures	Administration
5.5 - Pricing and Cost Caps	Administration
5.6 - Household/Property Pre-Screening	Administration
5.7 - Set-Aside for Manufactured Homes	Administration
5.8 - Outreach and Engagement	Project-Related
5.9 - Household Eligibility and Initial Enrollment	Project-Related
5.10 - Home Assessments	Project
5.11 - Program Participation Agreements and Tenant Protections	Project-Related
5.12 - Building Decarbonization Retrofits	Project
5.13 - Quality Assurance and Quality Control (QA/QC)	Project-Related
5.14 - Participant Surveys	Project-Related
6 - Continuous Improvement	Administration
7 - Coordination and Layering with Other Programs	Administration
8 - Coordination with Other CEC Programs and Public Interest Research	Administration

Cost Categories
Administration
Project-Related
Project

Organization Type
Recipient
Subcontractor
Vendor

Budget Forms

General Budget Worksheet Instructions

<p>1. A separate set of complete budget forms, including the full set of worksheets, is required for the Recipient and for each subcontract containing: 1) \$100,000 or more of Energy Commission funds; or 2) 25% or more of the total Energy Commission funds requested.</p>
<p>2. For each worksheet, only identify the expenses to be incurred by the organization to which the budget forms pertain.</p>
<p>3. Only complete information for non-shaded cells; all other information will be automatically filled or calculated.</p>
<p>4. When more rows are required, copy an existing row and "insert the copied cells" between existing rows to keep template formulas accurate.</p>
<p>5. Budgeted Energy Commission funds and match share must be in whole dollars. Rates (labor, fringe, indirect or profit) and unit costs for materials/equipment must be in dollars and cents (two decimal places only).</p>
<p>6. Do not create new formulas in the tables as they may cause rounding discrepancies.</p>
<p>7. Each worksheet has specific instructions located below the form.</p>
<p>8. All rates (labor, fringe, indirect, and profit) included in these forms are caps, or the maximum amount allowed to be billed. The maximum rate should be the projected final rate based on the end term of the agreement. The Energy Commission will only reimburse for actual expenses incurred, not to exceed the rates specified in these forms. Rate increases will not be approved.</p>
<p>9. All costs (including indirect costs) must adhere to the Agreement Terms and Conditions, Generally Accepted Accounting Principles (GAAP) and the Office of Management and Budget (OMB) Circular or Federal Acquisition Regulations applicable to your organization.</p>
<p>10. Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement, with the exception of costs incurred by University of California recipients and permits required for the installation of building retrofits pursuant to this program.</p>
<p>11. Never delete Rows, Columns or Worksheets. Leave unused cells blank.</p>
<p>12. Unallowable Costs (Reimbursable)</p> <p>For an item of cost to be allowable, it must be included in the approved agreement budget and allowable per the terms and conditions of the resulting agreement. The following are examples of unallowable costs under an agreement resulting from this solicitation. This list is not comprehensive and additional items of cost may be unallowable in accordance with the terms and conditions.</p> <ul style="list-style-type: none"> · Forgone Profit – For example, if a company usually charges 10% profit but only charges 4% to CEC. The unclaimed difference is not an allowable item of cost. · Forgone Rent – For example, rents that are not paid is not an allowable item of reimbursable cost. · Discounted or Refunded Equipment Costs – For example, a claim that equipment costs \$10,000 but the Recipient only pays \$6,000 due to some “special” discount. The difference of \$4,000 is not an allowable expense. Another example is if the Recipient actually pays \$10,000 but the vendor refunds \$4,000 – only the net \$6,000 is an allowable item of cost. · Foregone Salary, Fringe, Indirect or Other Types of Cost – For example, a person normally charges or is paid \$100 per hour but will only charge \$50 per hour towards the CEC award. Only actual costs incurred and paid to the employee are allowable.

Category Budget
(see instructions below)

Name of Organization	Fresno EOC	
Organization Type	Subcontractor	See Section 1.B in Solicitation Manual for definitions

Cost Category	EBD Reimbursable Share	Match Share	Total	State EBD Funds by Category			Federal EBD Funds by Category			Total EBD Funds (State and Federal) by Category		
				Administration	Project-Related	Project	Administration	Project-Related	Project	Administration	Project-Related	Project
Direct Labor	\$ 375,290	\$ -	\$ 375,290	\$ -	\$ 300,075	\$ -	\$ -	\$ 75,215	\$ -	\$ -	\$ 375,290	\$ -
Fringe Benefits	\$ 75,058	\$ -	\$ 75,058	\$ -	\$ 60,015	\$ -	\$ -	\$ 15,043	\$ -	\$ -	\$ 75,058	\$ -
Total Labor	\$ 450,349	\$ -	\$ 450,349	\$ -	\$ 360,090	\$ -	\$ -	\$ 90,258	\$ -	\$ -	\$ 450,349	\$ -
Travel	\$ 8,370	\$ -	\$ 8,370	\$ -	\$ 6,692	\$ -	\$ -	\$ 1,678	\$ -	\$ -	\$ 8,370	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Direct Costs	\$ 8,370	\$ -	\$ 8,370	\$ -	\$ 6,692	\$ -	\$ -	\$ 1,678	\$ -	\$ -	\$ 8,370	\$ -
Indirect Costs	\$ 56,294	\$ -	\$ 56,294	\$ -	\$ 45,011	\$ -	\$ -	\$ 11,282	\$ -	\$ -	\$ 56,294	\$ -
Profit (not allowed for grant recipients)	\$ 50,664	\$ -	\$ 50,664	\$ -	\$ 40,510	\$ -	\$ -	\$ 10,154	\$ -	\$ -	\$ 50,664	\$ -
Total Indirect and Profit	\$ 106,958	\$ -	\$ 106,958	\$ -	\$ 85,521	\$ -	\$ -	\$ 21,436	\$ -	\$ -	\$ 106,958	\$ -
Grand Totals	\$ 565,676	\$ -	\$ 565,676	\$ -	\$ 452,304	\$ -	\$ -	\$ 113,372	\$ -	\$ -	\$ 565,676	\$ -
<i>Amount of Funds to be Spent in California**</i>	\$ 565,676		<i>Percent of Total</i>	0%	100%	0%	0%	100%	0%	0%	100%	0%
<i>Percentage of Funds to be spent in California</i>	100%											

Direct Labor (Unloaded)
(see instructions below)

Organization Name	Fresno EOC
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Hourly Rates

Employee Name	Job Classification / Title	Cost Category (Select from drop-down menu)	Maximum Labor Rate (\$ per hour)	# of Hours	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Jaime Verley	Administrative Specialist	Project-Related	\$ 45.00	1,000	\$ 35,981	\$ 9,019	\$ 45,000	\$ -	\$ 45,000
Various	CSR	Project-Related	\$ 40.00	1,000	\$ 31,983	\$ 8,017	\$ 40,000	\$ -	\$ 40,000
Various	Project Analyst	Project-Related	\$ 50.00	1,500	\$ 59,969	\$ 15,031	\$ 75,000	\$ -	\$ 75,000
Various	Program Specialist	Project-Related	\$ 77.00	1,335	\$ 82,189	\$ 20,601	\$ 102,790	\$ -	\$ 102,790
Hailey Brown	Administrative Specialist	Project-Related	\$ 45.00	1,000	\$ 35,981	\$ 9,019	\$ 45,000	\$ -	\$ 45,000
Various	Outreach Coordinator	Project-Related	\$ 60.00	750	\$ 35,981	\$ 9,019	\$ 45,000	\$ -	\$ 45,000
Various	Finance	Project-Related	\$ 45.00	500	\$ 17,991	\$ 4,509	\$ 22,500		\$ 22,500
		Project-Related							\$ -
Hourly Direct Labor Totals					\$ 300,075	\$ 75,215	\$ 375,290	\$ -	\$ 375,290

Monthly Salary Rates

Employee Name	Job Classification / Title	Cost Category (Select from drop-down menu)	Maximum Labor Rate (\$ per month)	# of Months	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Monthly Direct Labor Totals					\$ -	\$ -	\$ -	\$ -	\$ -

						State EBD Funds by Category			Federal EBD Funds by Category		
	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total	Administration	Project-Related	Project	Administration	Project-Related	Project
Direct Labor Grand Totals	\$ 300,075	\$ 75,215	\$ 375,290	\$ -	\$ 375,290	\$ -	\$ 300,075	\$ -	\$ -	\$ 75,215	\$ -

Fringe Benefits
(see instructions below)

Organization Name	Fresno EOC
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Fringe Benefit Base Description (Employee or Job Classification/Title)	Cost Category (Select from drop-down menu)	Max. Fringe Benefit Rate (%)	Direct Labor Costs - State EBD Funds (\$)	Direct Labor Costs - Federal EBD Funds (\$)	Fringe Benefits - State EBD Funds	Fringe Benefits - Federal EBD Funds	Fringe Benefits - Total EBD Funds (State+Fed)	Match Share	Total
Administrative Specialist	Project-Related	20.00%	\$ 35,981	\$ 9,019	\$ 7,196	\$ 1,804	\$ 9,000	\$ -	\$ 9,000
CSR	Project-Related	20.00%	\$ 31,983	\$ 8,017	\$ 6,397	\$ 1,603	\$ 8,000	\$ -	\$ 8,000
Project Analyst	Project-Related	20.00%	\$ 59,969	\$ 15,031	\$ 11,994	\$ 3,006	\$ 15,000	\$ -	\$ 15,000
Program Specialist	Project-Related	20.00%	\$ 82,189	\$ 20,601	\$ 16,438	\$ 4,120	\$ 20,558	\$ -	\$ 20,558
Administrative Specialist	Project-Related	20.00%	\$ 35,981	\$ 9,019	\$ 7,196	\$ 1,804	\$ 9,000	\$ -	\$ 9,000
Outreach Coordinator	Project-Related	20.00%	\$ 35,981	\$ 9,019	\$ 7,196	\$ 1,804	\$ 9,000	\$ -	\$ 9,000
Finance	Project-Related	20.00%	\$ 17,991	\$ 4,509	\$ 3,598	\$ 902	\$ 4,500		\$ 4,500
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefit Totals			\$ 300,075	\$ 75,215	\$ 60,015	\$ 15,043	\$ 75,058	\$ -	\$ 75,058

State EBD Funds by Category			State EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ -	\$ 60,015	\$ -	\$ -	\$ 15,043	\$ -

Additional Explanation: As necessary, please use this box (or an attachment) to list the elements that comprise your fringe benefits and how they are applied to your base (e.g. Personnel) to arrive at your fringe benefit rate.

CS&E's fringe rate covers Paid Leave, Payroll Expenses & Taxes, Employee Health Insurance, Unemployment Expenses, Transportation, and Retirement Contributions. Our fringe rate is applied to Total Labor Costs.

Travel (see instructions below)															
Organization Name		Fresno EOC													
Cost Category (Select from drop-down menu)	Traveler's Name and/or Classification	Departure	Destination	Trip Purpose	No. of Days	Lodging	Flight	Mileage Cost	Vehicle Cost (if not included in Mileage Cost)	Per Diem	State EBD Funds	Federal EBD Funds	Total EBD Funds	Match Share	Total
Project-Related	TBO	TBD	TBD	Outreach to Potential Households	TBD	\$ -	\$ -	\$ 8,370	\$ -	\$ -	\$ 6,692	\$ 1,678	\$ 8,370	\$ -	\$ 8,370
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total:											\$ 6,692	\$ 1,678	\$ 8,370	\$ -	\$ 8,370

State EBD Funds by Category			Federal EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ -	\$ 6,692	\$ -	\$ -	\$ 1,678	\$ -

Equipment
(see instructions below)

Organization Name	Fresno EOC
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Cost Category (select from drop-down menu)	Description	Purpose	Cost Basis	# Units	Unit Cost	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total:						\$ -	\$ -	\$ -	\$ -	\$ -

State EBD Funds by Category			Federal EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Subcontracts
(see instructions below)

Organization Name	Fresno EOC
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Cost Category (Select from drop-down menu)	Subcontractor or Vendor Name	Organization Type	Purpose and Cost Basis	CA Business Certifications DVBE/SB/MB/None	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
					\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -
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					\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -
Total:					\$ -	\$ -	\$ -	\$ -	\$ -

State EBD Funds by Category			Federal EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Indirect Costs and Profit

(see instructions below)

Organization Name	Fresno EOC
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Indirect Cost(s)

Name of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Cost Category (Select from drop-down menu)	Indirect Cost Base Amount	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Administrative Specialist	15.00%		Project-Related	\$ 45,000	\$ 5,397	\$ 1,353	\$ 6,750	\$ -	\$ 6,750
CSR	15.00%		Project-Related	\$ 40,000	\$ 4,797	\$ 1,203	\$ 6,000	\$ -	\$ 6,000
Project Analyst	15.00%		Project-Related	\$ 75,000	\$ 8,995	\$ 2,255	\$ 11,250	\$ -	\$ 11,250
Program Specialist	15.00%		Project-Related	\$ 102,790	\$ 12,328	\$ 3,090	\$ 15,419	\$ -	\$ 15,419
Administrative Specialist	15.00%		Project-Related	\$ 45,000	\$ 5,397	\$ 1,353	\$ 6,750	\$ -	\$ 6,750
Outreach Coordinator	15.00%		Project-Related	\$ 45,000	\$ 5,397	\$ 1,353	\$ 6,750	\$ -	\$ 6,750
Finance	15.00%		Project-Related	\$ 22,500	\$ 2,699	\$ 676	\$ 3,375	\$ -	\$ 3,375
	0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total:					\$ 45,011	\$ 11,282	\$ 56,294	\$ -	\$ 56,294

State EBD Funds by Category			Federal EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ -	\$ 45,011	\$ -	\$ -	\$ 11,282	\$ -

Profit

(Profit is not allowed for prime Grant Recipients; profit is allowed for subcontractors. See instructions below)

Profit Rate	Profit Base Description	Cost Category (Select from drop-down menu)	Profit Base Amount	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
10.00%	Fully Loaded Labor	Project-Related	\$ 506,642	\$ 40,510	\$ 10,154	\$ 50,664	\$ -	\$ 50,664
0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total:				\$ 40,510	\$ 10,154	\$ 50,664	\$ -	\$ 50,664

State EBD Funds by Category			Federal EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ -	\$ 40,510	\$ -	\$ -	\$ 10,154	\$ -

Task Number and Name	Cost Category
1 - Agreement Administration	Administration
2 - Internal Controls, Processes, and Procedures	Administration
3 - Project Tracking, Data Collection, and Reporting	Administration
4 - Assist CEC with DOE HOMES Application Components	Administration
5.1 - Community Focus Areas	Administration
5.2 - Community Application Process	Administration
5.3 - Workforce Plan and Contractor Enrollment	Administration
5.4 - Standard Packages of Measures	Administration
5.5 - Pricing and Cost Caps	Administration
5.6 - Household/Property Pre-Screening	Administration
5.7 - Set-Aside for Manufactured Homes	Administration
5.8 - Outreach and Engagement	Project-Related
5.9 - Household Eligibility and Initial Enrollment	Project-Related
5.10 - Home Assessments	Project
5.11 - Program Participation Agreements and Tenant Protections	Project-Related
5.12 - Building Decarbonization Retrofits	Project
5.13 - Quality Assurance and Quality Control (QA/QC)	Project-Related
5.14 - Participant Surveys	Project-Related
6 - Continuous Improvement	Administration
7 - Coordination and Layering with Other Programs	Administration
8 - Coordination with Other CEC Programs and Public Interest Research	Administration

Cost Categories
Administration
Project-Related
Project

Organization Type
Recipient
Subcontractor
Vendor

Budget Forms
General Budget Worksheet Instructions

1. A separate set of complete budget forms, including the full set of worksheets, is required for the Recipient and for each subcontract containing: 1) \$100,000 or more of Energy Commission funds; or 2) 25% or more of the total Energy Commission funds requested.
2. For each worksheet, only identify the expenses to be incurred by the organization to which the budget forms pertain.
3. Only complete information for non-shaded cells; all other information will be automatically filled or calculated.
4. When more rows are required, copy an existing row and "insert the copied cells" between existing rows to keep template formulas accurate.
5. Budgeted Energy Commission funds and match share must be in whole dollars. Rates (labor, fringe, indirect or profit) and unit costs for materials/equipment must be in dollars and cents (two decimal places only).
6. Do not create new formulas in the tables as they may cause rounding discrepancies.
7. Each worksheet has specific instructions located below the form.
8. All rates (labor, fringe, indirect, and profit) included in these forms are caps, or the maximum amount allowed to be billed. The maximum rate should be the projected final rate based on the end term of the agreement. The Energy Commission will only reimburse for actual expenses incurred, not to exceed the rates specified in these forms. **Rate increases will not be approved.**
9. All costs (including indirect costs) must adhere to the Agreement Terms and Conditions, Generally Accepted Accounting Principles (GAAP) and the Office of Management and Budget (OMB) Circular or Federal Acquisition Regulations applicable to your organization.
10. Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement, with the exception of costs incurred by University of California recipients and permits required for the installation of building retrofits pursuant to this program.
11. Never delete Rows, Columns or Worksheets. Leave unused cells blank.
12. **Unallowable Costs (Reimbursable)**
For an item of cost to be allowable, it must be included in the approved agreement budget and allowable per the terms and conditions of the resulting agreement. The following are examples of unallowable costs under an agreement resulting from this solicitation. This list is not comprehensive and additional items of cost may be unallowable in accordance with the terms and conditions.
 - **Forgone Profit** – For example, if a company usually charges 10% profit but only charges 4% to CEC. The unclaimed difference is not an allowable item of cost.
 - **Forgone Rent** – For example, rents that are not paid is not an allowable item of reimbursable cost.
 - **Discounted or Refunded Equipment Costs** – For example, a claim that equipment costs \$10,000 but the Recipient only pays \$6,000 due to some "special" discount. The difference of \$4,000 is not an allowable expense. Another example is if the Recipient actually pays \$10,000 but the vendor refunds \$4,000 – only the net \$6,000 is an allowable item of cost.
 - **Foregone Salary, Fringe, Indirect or Other Types of Cost** – For example, a person normally charges or is paid \$100 per hour but will only charge \$50 per hour towards the CEC award. Only actual costs incurred and paid to the employee are allowable.

Category Budget
(see instructions below)

Name of Organization	Self-Help Enterprises	
Organization Type	Subcontractor	See Section 1.B in Solicitation Manual for definitions

Cost Category	EBD Reimbursable Share	Match Share	Total	State EBD Funds by Category			Federal EBD Funds by Category			Total EBD Funds (State and Federal) by Category		
				Administration	Project-Related	Project	Administration	Project-Related	Project	Administration	Project-Related	Project
Direct Labor	\$ 277,682	\$ -	\$ 277,682	\$ -	\$ 222,029	\$ -	\$ -	\$ 55,653	\$ -	\$ -	\$ 277,682	\$ -
Fringe Benefits	\$ 138,841	\$ -	\$ 138,841	\$ -	\$ 111,015	\$ -	\$ -	\$ 27,826	\$ -	\$ -	\$ 138,841	\$ -
Total Labor	\$ 416,523	\$ -	\$ 416,523	\$ -	\$ 333,044	\$ -	\$ -	\$ 83,479	\$ -	\$ -	\$ 416,523	\$ -
Travel	\$ 87,013	\$ -	\$ 87,013	\$ -	\$ 69,574	\$ -	\$ -	\$ 17,439	\$ -	\$ -	\$ 87,013	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ 15,810	\$ -	\$ 15,810	\$ -	\$ 12,641	\$ -	\$ -	\$ 3,169	\$ -	\$ -	\$ 15,810	\$ -
Subcontractors	\$ 83,200	\$ -	\$ 83,200	\$ -	\$ 66,525	\$ -	\$ -	\$ 16,675	\$ -	\$ -	\$ 83,200	\$ -
Total Other Direct Costs	\$ 186,023	\$ -	\$ 186,023	\$ -	\$ 148,741	\$ -	\$ -	\$ 37,282	\$ -	\$ -	\$ 186,023	\$ -
Indirect Costs	\$ 86,081	\$ -	\$ 86,081	\$ -	\$ 68,829	\$ -	\$ -	\$ 17,252	\$ -	\$ -	\$ 86,081	\$ -
Profit (not allowed for grant recipients)	\$ 50,260	\$ -	\$ 50,260	\$ -	\$ 40,187	\$ -	\$ -	\$ 10,073	\$ -	\$ -	\$ 50,260	\$ -
Total Indirect and Profit	\$ 136,342	\$ -	\$ 136,342	\$ -	\$ 109,016	\$ -	\$ -	\$ 27,325	\$ -	\$ -	\$ 136,342	\$ -
Grand Totals	\$ 738,888	\$ -	\$ 738,888	\$ -	\$ 590,801	\$ -	\$ -	\$ 148,087	\$ -	\$ -	\$ 738,888	\$ -
<i>Amount of Funds to be Spent in California**</i>	\$ 738,888		<i>Percent of Total</i>	0%	100%	0%	0%	100%	0%	0%	100%	0%
<i>Percentage of Funds to be spent in California</i>	100%											

	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total	State EBD Funds by Category			Federal EBD Funds by Category		
						Administration	Project-Related	Project	Administration	Project-Related	Project
Direct Labor Grand Totals	\$ 222,029	\$ 55,653	\$ 277,682	\$ -	\$ 277,682	\$ -	\$ 222,029	\$ -	\$ -	\$ 55,653	\$ -

Fringe Benefits
(see instructions below)

Organization Name	Self-Help Enterprises
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Fringe Benefit Base Description (Employee or Job Classification/Title)	Cost Category (Select from drop-down menu)	Max. Fringe Benefit Rate (%)	Direct Labor Costs - State EBD Funds (\$)	Direct Labor Costs - Federal EBD Funds (\$)	Fringe Benefits - State EBD Funds	Fringe Benefits - Federal EBD Funds	Fringe Benefits - Total EBD Funds (State+Fed)	Match Share	Total
Program Director, Community Sustainability (CS)	Project-Related	50.00%	\$ 16,638	\$ 4,170	\$ 8,319	\$ 2,085	\$ 10,404	\$ -	\$ 10,404
Department Manager, Sustainable Energy Solutions (SES)	Project-Related	50.00%	\$ 40,573	\$ 10,170	\$ 20,287	\$ 5,085	\$ 25,372	\$ -	\$ 25,372
Project Manager	Project-Related	50.00%	\$ 38,644	\$ 9,686	\$ 19,322	\$ 4,843	\$ 24,165	\$ -	\$ 24,165
CS Specialist (1)	Project-Related	50.00%	\$ 55,050	\$ 13,798	\$ 27,525	\$ 6,899	\$ 34,424	\$ -	\$ 34,424
CS Specialist (2)	Project-Related	50.00%	\$ 55,050	\$ 13,798	\$ 27,525	\$ 6,899	\$ 34,424	\$ -	\$ 34,424
CD-CS Administration Manager	Project-Related	50.00%	\$ 6,724	\$ 1,686	\$ 3,362	\$ 843	\$ 4,205	\$ -	\$ 4,205
Administrative Analyst	Project-Related	50.00%	\$ 7,622	\$ 1,911	\$ 3,811	\$ 955	\$ 4,767	\$ -	\$ 4,767
Project Technician	Project-Related	50.00%	\$ 1,729	\$ 433	\$ 864	\$ 217	\$ 1,081	\$ -	\$ 1,081
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefit Totals			\$ 222,029	\$ 55,653	\$ 111,015	\$ 27,826	\$ 138,841	\$ -	\$ 138,841

State EBD Funds by Category			State EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ -	\$ 111,015	\$ -	\$ -	\$ 27,826	\$ -

Additional Explanation: As necessary, please use this box (or an attachment) to list the elements that comprise your fringe benefits and how they are applied to your base (e.g. Personnel) to arrive at your fringe benefit rate.

Fringe Benefit costs include: Employment taxes, Health/Dental/LTD/Life insurance, 401K Retirement, and vacation. All employees are offered the same benefit options. Actual costs are variable depending on individual employee choices within each category, except for employment taxes, which are determined by Federal, State, and Municipal statutes. The actual average Fringe rate of the CD-CS Department in FY23-24 was 38.7%; the mean rate during the fiscal month of August 2024 was 38.1% and the highest individual rate incurred was 52.5%.

Travel
(see instructions below)

Organization Name	Self-Help Enterprises
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Cost Category (Select from drop-down menu)	Traveler's Name and/or Classification	Departure	Destination	Trip Purpose	No. of Days	Lodging	Flight	Mileage Cost	Vehicle Cost (if not included in Mileage Cost)	Per Diem	State EBD Funds	Federal EBD Funds	Total EBD Funds	Match Share	Total
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project-Related	<i>Teams of 2, rotating</i>	Visalia, CA	Fresno, CA (West)	Outreach	130	\$ -	\$ -	\$ 9,570	\$ 1,065	\$ -	\$ 8,504	\$ 2,131	\$ 10,635	\$ -	\$ 10,635
Project-Related	<i>Teams of 2, rotating</i>	Visalia, CA	Fresno, CA (East)	Outreach	130	\$ -	\$ -	\$ 7,396	\$ 1,305	\$ -	\$ 6,957	\$ 1,744	\$ 8,701	\$ -	\$ 8,701
Project-Related	<i>Teams of 2, rotating</i>	Visalia, CA	Bakersfield, CA	Outreach	130	\$ -	\$ -	\$ 2,610	\$ 14,793	\$ -	\$ 13,915	\$ 3,488	\$ 17,403	\$ -	\$ 17,403
Project-Related	<i>Teams of 2, rotating</i>	Visalia, CA	Los Banos, CA	Outreach	130	\$ -	\$ -	\$ 3,336	\$ 18,901	\$ -	\$ 17,780	\$ 4,457	\$ 22,237	\$ -	\$ 22,237
Project-Related	<i>Teams of 2, rotating</i>	Visalia, CA	Stanislaus, CA	Outreach	130	\$ -	\$ -	\$ 4,205	\$ 23,832	\$ -	\$ 22,418	\$ 5,619	\$ 28,037	\$ -	\$ 28,037
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total:											\$ 69,574	\$ 17,439	\$ 87,013	\$ -	\$ 87,013

Equipment
(see instructions below)

Organization Name	Self-Help Enterprises
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Cost Category (select from drop-down menu)	Description	Purpose	Cost Basis	# Units	Unit Cost	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total:						\$ -	\$ -	\$ -	\$ -	\$ -

State EBD Funds by Category			Federal EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Materials & Miscellaneous
(see instructions below)

Organization Name	Self-Help Enterprises
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Cost Category (select from drop-down menu)	Description	Purpose	Cost Basis	# Units	Unit Cost	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Project-Related	Internet-Abled Tablets - Samsung Galaxy Tab S9 + 5G (to quote)	Web access from field during outreach to access program platform	Verizon Estimate: \$32/mo to purchase	5	\$ 1,152	\$ 4,606	\$ 1,154	\$ 5,760	\$ -	\$ 5,760
Project-Related	Internet Service for Tablets	Web access from field during outreach	Verizon Plan Rate \$55/line/mo	5	\$ 1,980	\$ 7,916	\$ 1,984	\$ 9,900	\$ -	\$ 9,900
Project-Related	Tablet Protectors	Tablet protection in field	Value retail price	5	\$ 30	\$ 120	\$ 30	\$ 150	\$ -	\$ 150
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total:						\$ 12,641	\$ 3,169	\$ 15,810	\$ -	\$ 15,810

State EBD Funds by Category			Federal EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ -	\$ 12,641	\$ -	\$ -	\$ 3,169	\$ -

Profit Rate	Profit Base Description	Cost Category (Select from drop-down menu)	Profit Base Amount	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
10.00%	Fully Loaded Labor	Project-Related	\$ 502,604	\$ 40,187	\$ 10,073	\$ 50,260	\$ -	\$ 50,260
0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total:				\$ 40,187	\$ 10,073	\$ 50,260	\$ -	\$ 50,260

State EBD Funds by Category			Federal EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ -	\$ 40,187	\$ -	\$ -	\$ 10,073	\$ -

Task Number and Name	Cost Category
1 - Agreement Administration	Administration
2 - Internal Controls, Processes, and Procedures	Administration
3 - Project Tracking, Data Collection, and Reporting	Administration
4 - Assist CEC with DOE HOMES Application Components	Administration
5.1 - Community Focus Areas	Administration
5.2 - Community Application Process	Administration
5.3 - Workforce Plan and Contractor Enrollment	Administration
5.4 - Standard Packages of Measures	Administration
5.5 - Pricing and Cost Caps	Administration
5.6 - Household/Property Pre-Screening	Administration
5.7 - Set-Aside for Manufactured Homes	Administration
5.8 - Outreach and Engagement	Project-Related
5.9 - Household Eligibility and Initial Enrollment	Project-Related
5.10 - Home Assessments	Project
5.11 - Program Participation Agreements and Tenant Protections	Project-Related
5.12 - Building Decarbonization Retrofits	Project
5.13 - Quality Assurance and Quality Control (QA/QC)	Project-Related
5.14 - Participant Surveys	Project-Related
6 - Continuous Improvement	Administration
7 - Coordination and Layering with Other Programs	Administration
8 - Coordination with Other CEC Programs and Public Interest Research	Administration

Cost Categories
Administration
Project-Related
Project

Organization Type
Recipient
Subcontractor
Vendor

Budget Forms

General Budget Worksheet Instructions

1. A separate set of complete budget forms, including the full set of worksheets, is required for the Recipient and for each subcontract containing: 1) \$100,000 or more of Energy Commission funds; or 2) 25% or more of the total Energy Commission funds requested.
2. For each worksheet, only identify the expenses to be incurred by the organization to which the budget forms pertain.
3. Only complete information for non-shaded cells; all other information will be automatically filled or calculated.
4. When more rows are required, copy an existing row and "insert the copied cells" between existing rows to keep template formulas accurate.
5. Budgeted Energy Commission funds and match share must be in whole dollars. Rates (labor, fringe, indirect or profit) and unit costs for materials/equipment must be in dollars and cents (two decimal places only).
6. Do not create new formulas in the tables as they may cause rounding discrepancies.
7. Each worksheet has specific instructions located below the form.
8. All rates (labor, fringe, indirect, and profit) included in these forms are caps, or the maximum amount allowed to be billed. The maximum rate should be the projected final rate based on the end term of the agreement. The Energy Commission will only reimburse for actual expenses incurred, not to exceed the rates specified in these forms. **Rate increases will not be approved.**
9. All costs (including indirect costs) must adhere to the Agreement Terms and Conditions, Generally Accepted Accounting Principles (GAAP) and the Office of Management and Budget (OMB) Circular or Federal Acquisition Regulations applicable to your organization.
10. Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement, with the exception of costs incurred by University of California recipients and permits required for the installation of building retrofits pursuant to this program.
11. Never delete Rows, Columns or Worksheets. Leave unused cells blank.
12. **Unallowable Costs (Reimbursable)**
 For an item of cost to be allowable, it must be included in the approved agreement budget and allowable per the terms and conditions of the resulting agreement. The following are examples of unallowable costs under an agreement resulting from this solicitation. This list is not comprehensive and additional items of cost may be unallowable in accordance with the terms and conditions.
 - Forgone Profit – For example, if a company usually charges 10% profit but only charges 4% to CEC. The unclaimed difference is not an allowable item of cost.
 - Forgone Rent – For example, rents that are not paid is not an allowable item of reimbursable cost.
 - Discounted or Refunded Equipment Costs – For example, a claim that equipment costs \$10,000 but the Recipient only pays \$6,000 due to some "special" discount. The difference of \$4,000 is not an allowable expense. Another example is if the Recipient actually pays \$10,000 but the vendor refunds \$4,000 – only the net \$6,000 is an allowable item of cost.
 - Foregone Salary, Fringe, Indirect or Other Types of Cost – For example, a person normally charges or is paid \$100 per hour but will only charge \$50 per hour towards the CEC award. Only actual costs incurred and paid to the employee are allowable.

Category Budget
(see instructions below)

Name of Organization	Franklin Energy Services
Organization Type	

Cost Category	State EBD Funds by Category			Federal EBD Funds by Category			Total EBD Funds (State and Federal) by Category					
	EBD Reimbursable Share	Match Share	Total	Administration	Project-Related	Project	Administration	Project-Related	Project	Administration	Project-Related	Project
Direct Labor	\$ 3,557,414	\$ -	\$ 3,557,414	\$ 1,389,572	\$ 1,401,342	\$ -	\$ 415,248	\$ 351,252	\$ -	\$ 1,804,820	\$ 1,752,594	\$ -
Fringe Benefits	\$ 1,209,521	\$ -	\$ 1,209,521	\$ 472,455	\$ 476,456	\$ -	\$ 141,184	\$ 119,426	\$ -	\$ 613,639	\$ 595,882	\$ -
Total Labor	\$ 4,766,934	\$ -	\$ 4,766,934	\$ 1,862,027	\$ 1,877,798	\$ -	\$ 556,432	\$ 470,678	\$ -	\$ 2,418,459	\$ 2,348,475	\$ -
Travel	\$ 349,829	\$ -	\$ 349,829	\$ 28,074	\$ 250,562	\$ -	\$ 8,389	\$ 62,804	\$ -	\$ 36,463	\$ 313,366	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ 655,787	\$ -	\$ 655,787	\$ 348,190	\$ 162,752	\$ -	\$ 104,050	\$ 40,795	\$ -	\$ 452,240	\$ 203,547	\$ -
Subcontractors	\$ 87,344,961	\$ -	\$ 87,344,961	\$ -	\$ 1,171,987	\$ 61,260,413	\$ -	\$ 293,763	\$ 24,618,798	\$ -	\$ 1,465,750	\$ 85,879,211
Total Other Direct Costs	\$ 88,350,577	\$ -	\$ 88,350,577	\$ 376,264	\$ 1,585,301	\$ 61,260,413	\$ 112,439	\$ 397,362	\$ 24,618,798	\$ 488,703	\$ 1,982,663	\$ 85,879,211
Indirect Costs	\$ 868,009		\$ 868,009	\$ 339,056	\$ 341,927	\$ -	\$ 101,320	\$ 85,705	\$ -	\$ 440,376	\$ 427,633	\$ -
Profit (not allowed for grant recipients)	\$ 626,105		\$ 626,105	\$ 244,565	\$ 246,636	\$ -	\$ 73,084	\$ 61,820	\$ -	\$ 317,648	\$ 308,456	\$ -
Total Indirect and Profit	\$ 1,494,114	\$ -	\$ 1,494,114	\$ 583,620	\$ 588,563	\$ -	\$ 174,404	\$ 147,526	\$ -	\$ 758,025	\$ 736,089	\$ -
Grand Totals	\$ 94,611,625	\$ -	\$ 94,611,625	\$ 2,821,911	\$ 4,051,662	\$ 61,260,413	\$ 843,275	\$ 1,015,566	\$ 24,618,798	\$ 3,665,187	\$ 5,067,228	\$ 85,879,211
Amount of Funds to be Spent in California**	\$ 92,281,682		Percent of Total	4%	6%	90%	3%	4%	93%	4%	5%	91%
Percentage of Funds to be spent in California	98%											

Direct Labor (Unloaded)
(see instructions below)

Organization Name	Franklin Energy Services
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Hourly Rates

Employee Name	Job Classification / Title	Cost Category (Select from drop-down menu)	Maximum Labor Rate (\$ per hour)	# of Hours	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Dean Laube	Senior management	Administration	\$ 155.25	131	\$ 15,704	\$ 4,693	\$ 20,397	\$ -	\$ 20,397
Dean Laube	Senior management	Project-Related	\$ 155.25	-	\$ -	\$ -	\$ -	\$ -	\$ -
Dean Laube	Senior management	Project	\$ 155.25	-	\$ -	\$ -	\$ -	\$ -	\$ -
Justin Kjeldsen	Regional Director	Administration	\$ 140.00	1,597	\$ 172,130	\$ 51,438	\$ 223,568	\$ -	\$ 223,568
Justin Kjeldsen	Regional Director	Project-Related	\$ 140.00	-	\$ -	\$ -	\$ -	\$ -	\$ -
Justin Kjeldsen	Regional Director	Project	\$ 140.00	-	\$ -	\$ -	\$ -	\$ -	\$ -
	Program Manager	Administration	\$ 85.75	5,385	\$ 355,529	\$ 106,243	\$ 461,772	\$ -	\$ 461,772
	Program Manager	Project-Related	\$ 85.75	-	\$ -	\$ -	\$ -	\$ -	\$ -
	Program Manager	Project	\$ 85.75	-	\$ -	\$ -	\$ -	\$ -	\$ -
	Project Coordinators	Administration	\$ 37.00	11,771	\$ 335,325	\$ 100,206	\$ 435,531	\$ -	\$ 435,531
	Project Coordinators	Project-Related	\$ 37.00	-	\$ -	\$ -	\$ -	\$ -	\$ -
	Project Coordinators	Project	\$ 37.00	-	\$ -	\$ -	\$ -	\$ -	\$ -
	Energy Advisors	Administration	\$ 56.00	3,890	\$ 167,700	\$ 50,114	\$ 217,814	\$ -	\$ 217,814
	Energy Advisors	Project-Related	\$ 56.00	93	\$ 4,179	\$ 1,048	\$ 5,227	\$ -	\$ 5,227
	Energy Advisors	Project-Related	\$ 56.00	22,981	\$ 1,029,022	\$ 257,929	\$ 1,286,951	\$ -	\$ 1,286,951
	Engineer	Administration	\$ 70.25	1,139	\$ 61,582	\$ 18,403	\$ 79,984	\$ -	\$ 79,984
	Engineer	Project-Related	\$ 70.25	2,259	\$ 126,875	\$ 31,802	\$ 158,677	\$ -	\$ 158,677
	Engineer	Project	\$ 70.25	-	\$ -	\$ -	\$ -	\$ -	\$ -
Katie Pearson	Marketing Manager	Administration	\$ 98.50	-	\$ -	\$ -	\$ -	\$ -	\$ -
Katie Pearson	Marketing Manager	Project-Related	\$ 98.50	792	\$ 62,415	\$ 15,644	\$ 78,059	\$ -	\$ 78,059
Katie Pearson	Marketing Manager	Project	\$ 98.50	-	\$ -	\$ -	\$ -	\$ -	\$ -
	Marketing Specialist	Administration	\$ 47.75	-	\$ -	\$ -	\$ -	\$ -	\$ -
	Marketing Specialist	Project-Related	\$ 47.75	699	\$ 26,695	\$ 6,691	\$ 33,386	\$ -	\$ 33,386
	Marketing Specialist	Project	\$ 47.75	-	\$ -	\$ -	\$ -	\$ -	\$ -
	CSR	Administration	\$ 28.25	-	\$ -	\$ -	\$ -	\$ -	\$ -
	CSR	Project-Related	\$ 28.25	4,669	\$ 105,466	\$ 26,435	\$ 131,901	\$ -	\$ 131,901
	CSR	Project	\$ 28.25	-	\$ -	\$ -	\$ -	\$ -	\$ -
	Customer Service Supervisor	Administration	\$ 50.75	62	\$ 2,440	\$ 729	\$ 3,169	\$ -	\$ 3,169
	Customer Service Supervisor	Project-Related	\$ 50.75	864	\$ 35,040	\$ 8,783	\$ 43,823	\$ -	\$ 43,823
	Customer Service Supervisor	Project	\$ 50.75	-	\$ -	\$ -	\$ -	\$ -	\$ -
Brian Minka	Project Manager	Administration	\$ 60.25	1,244	\$ 57,708	\$ 17,245	\$ 74,953	\$ -	\$ 74,953
Brian Minka	Project Manager	Project-Related	\$ 60.25	119	\$ 5,738	\$ 1,438	\$ 7,176	\$ -	\$ 7,176
Brian Minka	Project Manager	Project-Related	\$ 60.25	123	\$ 5,912	\$ 1,482	\$ 7,393	\$ -	\$ 7,393
	Senior Data Analyst	Administration	\$ 86.25	2,998	\$ 199,060	\$ 59,485	\$ 258,546	\$ -	\$ 258,546
	Senior Data Analyst	Project-Related	\$ 86.25	-	\$ -	\$ -	\$ -	\$ -	\$ -
	Senior Data Analyst	Project	\$ 86.25	-	\$ -	\$ -	\$ -	\$ -	\$ -
	Engineering Technical Manager	Administration	\$ 98.00	297	\$ 22,395	\$ 6,692	\$ 29,087	\$ -	\$ 29,087
	Engineering Technical Manager	Project-Related	\$ 98.00	-	\$ -	\$ -	\$ -	\$ -	\$ -
	Engineering Technical Manager	Project	\$ 98.00	-	\$ -	\$ -	\$ -	\$ -	\$ -
Hourly Direct Labor Totals					\$ 2,790,914	\$ 766,500	\$ 3,557,414	\$ -	\$ 3,557,414

Monthly Salary Rates

Employee Name	Job Classification / Title	Cost Category (Select from drop-down menu)	Maximum Labor Rate (\$ per month)	# of Months	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Monthly Direct Labor Totals					\$ -	\$ -	\$ -	\$ -	\$ -

	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total	State EBD Funds by Category			Federal EBD Funds by Category		
						Administration	Project-Related	Project	Administration	Project-Related	Project
Direct Labor Grand Totals	\$ 2,790,914	\$ 766,500	\$ 3,557,414	\$ -	\$ 3,557,414	\$ 1,389,572	\$ 1,401,342	\$ -	\$ 415,248	\$ 351,252	\$ -

Fringe Benefits
(see instructions below)

Organization Name	Franklin Energy Services
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FrinA5:J36ge Benefit Base Description (Employee or Job Classification/Title)	Cost Category (Select from drop-down menu)	Max. Fringe Benefit Rate (%)	Direct Labor Costs - State EBD Funds (\$)	Direct Labor Costs - Federal EBD Funds (\$)	Fringe Benefits - State EBD Funds	Fringe Benefits - Federal EBD Funds	Fringe Benefits - Total EBD Funds (State+Fed)	Match Share	Total
Senior management	Administration	34.00%	\$ 15,704	\$ 4,693	\$ 5,339	\$ 1,596	\$ 6,935	\$ -	\$ 6,935
Senior management	Project-Related	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Senior management	Project	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Regional Director	Administration	34.00%	\$ 172,130	\$ 51,438	\$ 58,524	\$ 17,489	\$ 76,013	\$ -	\$ 76,013
Regional Director	Project-Related	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Regional Director	Project	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program Manager	Administration	34.00%	\$ 355,529	\$ 106,243	\$ 120,880	\$ 36,123	\$ 157,002	\$ -	\$ 157,002
Program Manager	Project-Related	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program Manager	Project	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Coordinators	Administration	34.00%	\$ 335,325	\$ 100,206	\$ 114,011	\$ 34,070	\$ 148,081	\$ -	\$ 148,081
Project Coordinators	Project-Related	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Coordinators	Project	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Energy Advisors	Administration	34.00%	\$ 167,700	\$ 50,114	\$ 57,018	\$ 17,030	\$ 74,057	\$ -	\$ 74,057
Energy Advisors	Project-Related	34.00%	\$ 4,179	\$ 1,048	\$ 1,421	\$ 356	\$ 1,777	\$ -	\$ 1,777
Energy Advisors	Project-Related	34.00%	\$ 1,029,022	\$ 257,929	\$ 349,868	\$ 87,696	\$ 437,563	\$ -	\$ 437,563
Engineer	Administration	34.00%	\$ 61,582	\$ 18,403	\$ 20,938	\$ 6,257	\$ 27,195	\$ -	\$ 27,195
Engineer	Project-Related	34.00%	\$ 126,875	\$ 31,802	\$ 43,138	\$ 10,813	\$ 53,950	\$ -	\$ 53,950
Engineer	Project	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing Manager	Administration	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing Manager	Project-Related	34.00%	\$ 62,415	\$ 15,644	\$ 21,221	\$ 5,319	\$ 26,540	\$ -	\$ 26,540
Marketing Manager	Project	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing Specialist	Administration	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing Specialist	Project-Related	34.00%	\$ 26,695	\$ 6,691	\$ 9,076	\$ 2,275	\$ 11,351	\$ -	\$ 11,351
Marketing Specialist	Project	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CSR	Administration	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CSR	Project-Related	34.00%	\$ 105,466	\$ 26,435	\$ 35,858	\$ 8,988	\$ 44,846	\$ -	\$ 44,846
CSR	Project	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SIB+	Administration	34.00%	\$ 2,440	\$ 729	\$ 830	\$ 248	\$ 1,078	\$ -	\$ 1,078
Customer Service Supervisor	Project-Related	34.00%	\$ 35,040	\$ 8,783	\$ 11,914	\$ 2,986	\$ 14,900	\$ -	\$ 14,900
Customer Service Supervisor	Project	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Manager	Administration	34.00%	\$ 57,708	\$ 17,245	\$ 19,621	\$ 5,863	\$ 25,484	\$ -	\$ 25,484
Project Manager	Project-Related	34.00%	\$ 5,738	\$ 1,438	\$ 1,951	\$ 489	\$ 2,440	\$ -	\$ 2,440
Project Manager	Project-Related	34.00%	\$ 5,912	\$ 1,482	\$ 2,010	\$ 504	\$ 2,514	\$ -	\$ 2,514
Senior Data Analyst	Administration	34.00%	\$ 199,060	\$ 59,485	\$ 67,681	\$ 20,225	\$ 87,906	\$ -	\$ 87,906
Senior Data Analyst	Project-Related	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Senior Data Analyst	Project	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering Technical Manager	Administration	34.00%	\$ 22,395	\$ 6,692	\$ 7,614	\$ 2,275	\$ 9,890	\$ -	\$ 9,890
Engineering Technical Manager	Project-Related	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering Technical Manager	Project	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefit Totals			\$ 2,790,914	\$ 766,900	\$ 948,911	\$ 260,610	\$ 1,209,521	\$ -	\$ 1,209,521

State EBD Funds by Category			Federal EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ 472,455	\$ 476,456	\$ -	\$ 141,184	\$ 119,426	\$ -

Additional Explanation: As necessary, please use this box (or an attachment) to list the elements that comprise your fringe benefits and how they are applied to your base (e.g. Personnel) to arrive at your fringe benefit rate.

Equipment
(see instructions below)

Organization Name	Franklin Energy Services
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Cost Category (select from drop-down menu)	Description	Purpose	Cost Basis	# Units	Unit Cost	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total:						\$ -	\$ -	\$ -	\$ -	\$ -

State EBD Funds by Category			Federal EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Materials & Miscellaneous
(see instructions below)

Organization Name	Franklin Energy Services
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Cost Category (select from drop-down menu)	Description	Purpose	Cost Basis	# Units	Unit Cost	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Project-Related	Snugg Pro	Modeling Software Start Up	One Time	1	\$ 15,000	\$ 11,994	\$ 3,006	\$ 15,000	\$ -	\$ 15,000
Project-Related	Snugg Pro	Modeling Software	Per Run	5301	Varies	\$ 56,469	\$ 14,154	\$ 70,623	\$ -	\$ 70,623
Project-Related	Marketing	Outreach Materials	Varies	Varies	Varies	\$ 78,239	\$ 19,611	\$ 97,850	\$ -	\$ 97,850
Administration	Laptop	Admin	Each	4.00	\$ 1,500	\$ 4,620	\$ 1,380	\$ 6,000	\$ -	\$ 6,000
Project-Related	Surface Pro	Assessments	Each	5.00	\$ 1,650	\$ 6,597	\$ 1,653	\$ 8,250	\$ -	\$ 8,250
Administration	Software Licenses	Project Tracking	Each	4.00	\$ 2,412	\$ 7,428	\$ 2,220	\$ 9,648	\$ -	\$ 9,648
Project-Related	Software Licenses	Project Tracking	Each	5.00	\$ 2,065	\$ 8,254	\$ 2,069	\$ 10,323	\$ -	\$ 10,323
Project-Related	Contact Center Set Up	Configuration	One Time	1	\$ 1,500	\$ 1,199	\$ 301	\$ 1,500	\$ -	\$ 1,500
Administration	Training Materials	Training participating contractors and program outreach personnel (FE and CBO partners) in how to leverage the program	Varies	Varies	\$ 417,212	\$ 321,221	\$ 95,991	\$ 417,212	\$ -	\$ 417,212
Administration	Training Materials	BPI Training	Varies	Varies	\$ 19,380	\$ 14,921	\$ 4,459	\$ 19,380	\$ -	\$ 19,380
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total:						\$ 510,942	\$ 144,845	\$ 655,787	\$ -	\$ 655,787

State EBD Funds by Category			Federal EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ 348,190	\$ 162,752	\$ -	\$ 104,050	\$ 40,795	\$ -

Indirect Costs and Profit

(see instructions below)

Organization Name	Franklin Energy Services
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Indirect Cost(s)

Name of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Cost Category (Select from drop-down menu)	Indirect Cost Base Amount	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Indirect	24.40%	Direct Labor	Administration	\$ 1,804,820	\$ 339,056	\$ 101,320	\$ 440,376	\$ -	\$ 440,376
Indirect	24.40%	Direct Labor	Project-Related	\$ 458,249	\$ 89,403	\$ 22,409	\$ 111,813	\$ -	\$ 111,813
Indirect	24.40%	Direct Labor	Project-Related	\$ 1,294,344	\$ 252,524	\$ 63,296	\$ 315,820	\$ -	\$ 315,820
	0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total:				\$ 680,983	\$ 187,026	\$ 868,009	\$ -	\$ -	\$ 868,009

State EBD Funds by Category			Federal EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ 339,056	\$ 341,927	\$ -	\$ 101,320	\$ 85,705	\$ -

Profit

(Profit is not allowed for prime Grant Recipients; profit is allowed for subcontractors. See instructions below)

Profit Rate	Profit Base Description	Cost Category (Select from drop-down menu)	Profit Base Amount	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
10.00%	Direct Labor + Fringe + Indirect	Administration	\$ 2,858,836	\$ 244,565	\$ 73,084	\$ 317,648	\$ -	\$ 317,648
10.00%	Direct Labor + Fringe + Indirect	Project-Related	\$ 2,776,108	\$ 246,636	\$ 61,820	\$ 308,456	\$ -	\$ 308,456
0.00%							\$ -	\$ -
0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0.00%			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total:				\$ 491,201	\$ 134,904	\$ 626,105	\$ -	\$ 626,105

State EBD Funds by Category			Federal EBD Funds by Category		
Administration	Project-Related	Project	Administration	Project-Related	Project
\$ 244,565	\$ 246,636	\$ -	\$ 73,084	\$ 61,820	\$ -

Task Number and Name	Cost Category
1 - Agreement Administration	Administration
2 - Internal Controls, Processes, and Procedures	Administration
3 - Project Tracking, Data Collection, and Reporting	Administration
4 - Assist CEC with DOE HOMES Application Components	Administration
5.1 - Community Focus Areas	Administration
5.2 - Community Application Process	Administration
5.3 - Workforce Plan and Contractor Enrollment	Administration
5.4 - Standard Packages of Measures	Administration
5.5 - Pricing and Cost Caps	Administration
5.6 - Household/Property Pre-Screening	Administration
5.7 - Set-Aside for Manufactured Homes	Administration
5.8 - Outreach and Engagement	Project-Related
5.9 - Household Eligibility and Initial Enrollment	Project-Related
5.10 - Home Assessments	Project
5.11 - Program Participation Agreements and Tenant Protections	Project-Related
5.12 - Building Decarbonization Retrofits	Project
5.13 - Quality Assurance and Quality Control (QA/QC)	Project-Related
5.14 - Participant Surveys	Project-Related
6 - Continuous Improvement	Administration
7 - Coordination and Layering with Other Programs	Administration
8 - Coordination with Other CEC Programs and Public Interest Research	Administration

Cost Categories
Administration
Project-Related
Project

Organization Type
Recipient
Subcontractor
Vendor

Exhibit C
TERMS AND CONDITIONS

EQUITABLE BUILDING DECARBONIZATION
DIRECT INSTALL PROGRAM 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 (CEC) Equitable Building Decarbonization Program. The Equitable Building Decarbonization Program is funded in part by the California Climate Investments¹ program, and is subject to the laws enacted for the administration of auction proceeds deposited into the Greenhouse Gas Reduction Fund, including without limitation: AB 109 (Chapter 249, Statutes of 2017); Health and Safety Code section 39710 et. seq.; and Government Code sections 16428.8 – 16428.95, including any amendments to these sections.

Under this Agreement, the Recipient shall develop and implement the Equitable Building Decarbonization Direct Install Program, which is a block grant program and governed by California Public Resources Code section 25665.3. Recipient understands that the CEC currently only has \$6,255,750 of the potential \$10,190,696 maximum possible funding for administrative costs under this Agreement and \$56,301,750 of the potential \$97,577,874 for incentives awarded under this Agreement. Therefore, upon execution of this Agreement, Recipient only has authority to spend up to \$6,255,750 in administrative costs, not to exceed 10 percent of the total budget for state funds and 8 percent of the total budget for federal funds. In the future, the CEC may allocate none, some, or the entire remaining contingent amount up to a maximum amount of \$10,190,696 in administrative costs. Recipient shall only be authorized to spend more than the existing \$10,190,696 in administrative costs upon execution of an amendment to this Agreement that authorizes the Recipient to spend more funds. *[Dollar amounts to be added after the Notice of Proposed Award and during agreement finalization]*

The Recipient, as implementer of the Equitable Building Decarbonization Direct Install Program, is a conduit of the funds that will be awarded to provide assistance to Retrofit Awardees, and the grant-funded Retrofit Awards do not result in the performance of services by the Retrofit Awardees to the CEC, but the CEC is a real party in interest to the agreements between the Recipient and Retrofit Awardees. The CEC will not take title to equipment acquired by the Retrofit Awardees; and the performance under the Retrofit Awards is not controlled by the CEC. The Retrofit Awardees are being provided assistance to carry out their own projects and are not providing services to the CEC or Recipient. The Retrofit Awards directly benefit each Retrofit Awardee's project. The products produced by the Recipient are a by-product of the main purpose of the block grant. The products are used to monitor the use of grant funds and do not result in a service to the CEC.

¹ California Climate Investments is a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities.

This Agreement is comprised of the grant funding award, these Terms and Conditions, and all attachments, including Federal Award Terms and Conditions (Attachment 10). These Terms and Conditions are standard requirements for grant awards. The CEC 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 CEC's Grants and Loans Office within 30 days of receipt. 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 CEC and the Recipient. Project means Recipient's specific project that is funded in whole by this Agreement. The Recipient's project will coincide with the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The CEC 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 subsections (e) and (f). Where this Agreement or California laws and regulations are silent or do not apply, the CEC 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:

CEC Guidelines

- a. Equitable Building Decarbonization Direct Install Program Guidelines, <https://www.energy.ca.gov/publications/2023/equitable-building-decarbonization-direct-install-program-guidelines>.

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

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

California Air Resources Board Documents

- d. California Air Resources Board, Funding Guidelines for Agencies that Administer California Climate Investments, www.arb.ca.gov/ccifundingguidelines

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

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

Federal Acquisition Regulations (applicable to commercial organizations)

- f. 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

- g. 2 California Code of Regulations (CCR), section 11099 et seq.: Contractor Nondiscrimination and Compliance.

General Laws

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

3. *Due Diligence*

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Commission Agreement Manager (CAM) will periodically evaluate the project schedule and the Scope 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 CEC's remedies, be terminated.

4. Products

- a. **"Products"** are defined as any tangible item specified for delivery to the CEC in the Scope of Work, including but not limited to data, reports, plans, and other program documents. Unless otherwise directed, draft copies of all products identified in the Scope of Work and Schedule of Products shall be submitted to the CAM for review and comment in the manner and form specified in the Scope of Work.
- b. If the CEC determines that a product is substandard given its description and intended use as described in this Agreement, CEC staff, without prejudice to any of the CEC's other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.
- c. 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.

5. Publications - Legal Statement on Reports and Products

- a. 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 because of work funded by this program shall be represented to be endorsed by the CEC, 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 CEC, its employees, or the State of California. The CEC, 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.

- b. **Acknowledgement of California Climate Investments**
Recipients shall acknowledge the California Climate Investments program as the source of project funds, in any publications, websites, signage, invitations, and other media-related and public-outreach products. The standard funding language is:

The Equitable Building Decarbonization Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. The Cap-and-Trade program creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.

The Recipient is encouraged to display the California Climate Investments logo on equipment and signage to acknowledge the funding source.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

6. *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 CEC's unilateral termination rights in Section 11 of these terms. No oral understanding or agreement is binding on any of the parties. Changes to the Agreement must be approved at a CEC business meeting or by the Executive Director (or his/her designee).

The CAM or Commission Agreement Officer (CAO) will provide the Recipient with guidance regarding the level of CEC 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 CEC 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 Attachment 4 (Budget Forms), 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 Attachment 4 will not be approved. The actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) shall not exceed the approved rates in the Budget.

4) Addition of job classifications and changes in hours.

5) Increased direct operating expenses and rates that exceed the expenses and rates identified in Attachment 4.

7. Contracting and Procurement Procedures

This section provides general requirements for (a) an agreement between the Recipient and a third-party subcontractor² (subcontract), and (b) an agreement between the Recipient and a Retrofit Awardee (Retrofit Award). Where these terms require the Recipient to flow down terms to subcontractors and Retrofit Awardees, the Recipient shall ensure that its agreement with subcontractors and Retrofit Awardees also require the flow down of these terms to every lower-tiered level of sub-subcontractor and sub-Retrofit Awardee.

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 or Retrofit Award before the subcontractor or Retrofit Awardee 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 CEC 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. Nothing contained in this Agreement or otherwise creates any contractual relation between the CEC and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the CEC for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

² A subcontractor is any 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 block grant project activities. A subcontractor's role involves discretion over grant activities and is not merely just selling goods or services. A subcontractor cannot also be a Retrofit Awardee. A vendor is a person or entity that sells goods or services to the Recipient, Subcontractor, or any lower-tiered level of Sub-Subcontractor, in exchange for some of the grant funds, and does not make decisions about how to perform the grant's activities. A vendor's role is ministerial and does not involve discretion over grant activities.

The Recipient's obligation to pay its subcontractors is an independent obligation from the CEC's obligation to make payments to the Recipient. As a result, the CEC has no obligation to pay or enforce the payment of any funds to any subcontractor. The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of 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.
- 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, and language conforming to the termination provision related to Executive Order N-6-22 – Russia Sanctions.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the CEC.
- Language conforming to the following provisions:
 - Publications - Legal Statement on Reports and Products (Section 5)
 - Equipment (Section 10)
 - Travel and Per Diem (Section 13)
 - Standard of Performance (Section 14)
 - Fiscal Accounting Requirements (Section 16)
 - Indemnification (Section 17)
 - Nondiscrimination Statement of Compliance (Section 20.b)
 - Site Visits (Section 21)
 - Public Works – Payment of Prevailing Wages (Section 23)
 - Intellectual Property (Section 24)
 - Remedies for Non-Compliance (Section 25)
 - Enforcement (Section 26)
 - Receipt of Confidential Information and Personal Information (Section 28)
 - Conflicts of Interest (Section 31)

- Survival of the following provisions:
 - Equipment (Section 10)
 - Fiscal Accounting Requirements (Section 16)
 - Intellectual Property (Section 24)
 - Receipt of Confidential Information and Personal Information (Section 28)

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

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

Retrofit Awards funded in whole or in part by this Agreement must incorporate all of the following:

- Provisions that allow for administrative, contractual, or legal remedies in instances where Retrofit Awardees violate or breach contract terms, including Program Participation Agreement terms and the tenant protections therein, and provide for such sanctions and penalties as may be appropriate, including the repayment to CEC of grant funds spent under the Retrofit Award.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement, and language conforming to the termination provision related to Executive Order N-6-22 – Russia Sanctions.
- A statement that further assignments will not be made to any third or subsequent tier Retrofit Awardee without additional advance written consent of the CEC.
- Language conforming to the following provisions:
 - Equipment (Section 10)
 - Indemnification (Section 17)
 - Site Visits (Section 21)
 - Remedies for Non-Compliance (Section 25)
 - Enforcement (Section 26)
 - Receipt of Confidential Information and Personal Information (Section 28), if applicable
 - Conflicts of Interest (Section 31)
- Survival of the following provisions:
 - Equipment (Section 10)

8. 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.

9. 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.

10. 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 grant 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 CEC funds. The CEC may determine the normal useful life of such equipment.

Title to equipment and any appliance acquired by the Recipient with grant funds shall vest in the Recipient, and the Recipient may transfer title to Retrofit Awardees. Title to equipment acquired by Retrofit Awardees with grant funds, if any, shall vest in the Retrofit Awardee. 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.

The Recipient shall also flow to Retrofit Awardee any requirements developed in the Program Participation Agreements developed under the Scope of Work. The Recipient shall require Retrofit Awardee to comply with any limitations on equipment or appliance disposition provided in any lease addendum, deed recording, or other document provided by the Recipient.

11. Termination

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

a. With Cause

The CEC 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:

- Reorganization to a business entity unsatisfactory to the CEC;
- 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 CEC policy such that the work or product being funded would not be supported by the CEC.

b. Without Cause

The CEC 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.

- c. If this Agreement is terminated with or without cause, the CEC reserves the right to transfer this project to another Equitable Building Decarbonization regional administrator and Recipient will use good faith efforts to take steps to effectuate the transfer.

12. Stop Work

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

13. 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, subject to any state-wide prohibition on travel. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the [CEC's website](http://www.energy.ca.gov) at: 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 CAO prior to travel departure. The CEC 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 city, and destination city. Travel receipts, including for travel meals and incidentals, shall be submitted with payment requests requesting reimbursement from the CEC.

14. 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 CEC.

It is the Recipient's duty to ensure that CEC funds are not misspent by subcontractors or misused by Retrofit Awardees. For example, Recipient must ensure CEC funds are used to reimburse or otherwise pay for allowable costs that are actually incurred. This includes that it is the Recipient's duty to develop internal controls to detect fraud, waste, and abuse.

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 CEC;
- b. The CEC 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 CEC 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 CEC directs Recipient/subcontractor not to re-perform a task, the CEC and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the CEC's right to reimbursement.

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

15. Payment of Funds

- a. Advance funds for Retrofit Awards

This Agreement is for the Recipient to administer a block grant program. Under Public Resources Code section 25661(b) the CEC has authority to advance up to 25 percent of the clean energy program moneys allocated to recipients of a financial incentive, and Public Resources Code section 25660(c) confers block grant authority.

Under this Agreement, the Recipient can request but is not guaranteed to receive advance funds for Retrofit Awards (i.e., incentives). Funds will not be advanced for other project expenditures. It is solely within the CEC's discretion to allow advance funds. Because the CEC earns interest on the funds in its accounts, the CEC can lose interest if it advances funds long before Recipient actually pays out the funds (i.e., the funds sit in Recipient's account instead of the CEC's interest-earning account). The Recipient shall establish a separate ledger account or fund for receipt and disbursement of advance funds under this Agreement.

Accordingly, the Recipient, if allowed to receive advance funds for Retrofit Awards, shall take reasonable efforts to minimize the time between receiving advance funds and paying them out. The CEC can request at any time that the Recipient repay to the CEC any funds advanced to Recipient that the Recipient has not paid out, and the Recipient shall repay the unspent advanced funds within 10 days of receiving the CEC's request.

The Recipient shall pay to the CEC any interest it earns on advanced funds that cumulatively total more than \$200. This means over the life of this Agreement, if the Recipient cumulatively earns more than \$200 on advanced funds, any additional interest amounts after that shall be paid to the CEC. Alternatively, the CEC in its sole discretion, can instead subtract the interest amount over \$200 from the amount paid to Recipient as requested in Recipient's future invoices.

In addition to other documentation the Recipient must provide under this Agreement, upon request by the CEC, the Recipient shall provide all documents related to advanced funds received and paid out and any interest earned on the funds.

b. Reimbursement for all other project expenditures

The CEC 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%. The actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) should not exceed the approved rates in the Budget.

(1) Payment Requests

The Recipient may request payment from the CEC no more frequently than monthly. The final payment request must be received by the CEC along with the Final Report 60 days prior to the end of the Agreement term.

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.

(2) Documentation

All payment requests must be submitted using a completed Payment Request form and emailed to invoices@energy.ca.gov. 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 the CEC, including backup documentation for actual expenditures, such as timecards, 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.

(3) 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 is required related to the payment of prevailing wages. Refer to Sections 20 and 23 of these terms and conditions for more information.

(4) 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.

(5) 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.

(6) 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 CEC Agreement, and the rates must be representative of the portion of costs benefiting the CEC Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the CEC Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the CEC Agreement.
- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the CEC Agreement.
- The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.

(7) Retention

It is the CEC's policy to retain 10 percent of any payment request or 10 percent of the total CEC award until 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.

Retention shall only be held for administrative costs.

The CEC may choose to release retention on an annual basis, if the Recipient's performance and completion of products and activities over the course of the year in question (referred to herein as a Retention Year) is determined by the CAM to be satisfactory. The Retention Year shall align with the reporting period for the Recipient's Annual Reports. After the completion of a Retention Year and submission of the associated Annual Report, the Recipient may submit a completed payment request form requesting release of retention pursuant to this paragraph.

(8) State Controller's Office

Payments are made by the State Controller's Office.

16. Fiscal Accounting Requirements

a. Accounting and Financial Methods

The Recipient shall establish a separate ledger account or fund for receipt and disbursement of CEC funds for each project funded by the CEC. 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 five (5) years after the state 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 five years after its final disposition or five years after the state grant term, whichever is later.

c. Audits

Upon written request from the CEC, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the CEC 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 CEC 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.

17. 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, the CEC, and to any and all contractors, subcontractors, Retrofit Awardees, vendors, 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.

This includes repayment to CEC for funds advanced which were not spent, either by the Recipient or a subcontractor, in accordance with the terms of this Agreement.

18. 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.

19. 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 CEC.

c. Assignment

Without the written consent of the CEC 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 CEC 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 CEC 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 CEC'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 CEC. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the CEC is not satisfied that the new entity can perform as the original Recipient, the CEC 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:

- Publications - Legal Statement on Reports and Products (Section 5)
- Equipment (Section 10)
- Termination (Section 11)
- Payment of Funds (Section 15)
- Fiscal Accounting Requirements (Section 16)
- Indemnification (Section 17)
- Change in Business (Section 19.h)
- Intellectual Property (Section 24)

20. 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 (CCR, 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 CCR 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 CEC 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.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- (1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 - (2) Subject to a cease-and-desist order not subject to review issued pursuant to section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 - (3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.
- g. National Labor Relations Board Certification (Not applicable to public entities)
- The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two-year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

21. Site Visits

The CEC 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 subcontractors and Retrofit Awardees 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.

22. 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 CEC 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 CEC shall have the option to either: 1) cancel this Agreement with no liability occurring to the CEC; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

Furthermore, If the CEC does not receive the DOE HOMES award or if it is reduced or eliminated, then the State may offer an Agreement amendment to the Recipient to reflect the reduced amount.

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

Generally Required by Law

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

NOTE: Projects that receive an award of public funds from the CEC 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, CCR, Chapter 8, Subchapter 3, commencing with section 16000.

Accordingly, the CEC 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. Public Resources Code section 25665.3(f) provides that “[p]rojects funded pursuant the [Equitable Building Decarbonization] direct install program shall be performed by workers paid prevailing wage where possible and when applicable.” 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 the California Department of Industrial Relations (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 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 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 CEC 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/prevailing 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 CEC’s performance of this Agreement at the CEC’s option, and shall be at Recipient’s sole risk. In such a case, CEC may refuse payment to Recipient of any amount under this Agreement and CEC 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 CEC and hold the CEC 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 and subcontractors’ budgets 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 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 CEC 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 CEC 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 CEC shall be relieved of any obligation to pay said funds.

24. Intellectual Property

- a. The CEC makes no claim to “intellectual property” developed under this Agreement except as expressly provided herein.
- b. “Intellectual property” means: (a) inventions, technologies, designs, drawings, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Product” means any tangible item specified for delivery to the CEC in the Scope of Work.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- c. The CEC owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”
- d. The CEC has a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to other government entities, state

legislature, and utility companies and using data for the development of future programs.

- e. The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the CEC from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

25. CEC Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the CEC 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 CEC, 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. These remedies will also be flowed down to Retrofit Awardees in the event of breach of their Program Participation Agreements.

Further, if any penalty, fine, or other assessment is issued against the CEC or the CEC and other parties as a result of the Recipient's, its subcontractors', or a Retrofit Awardee's failure to comply with the Agreement requirements, the Recipient shall pay all assessment amounts with its own, non-grant funds, including any assessment against the CEC. Should the Recipient fail to pay the penalty, fine, or other assessment, the Recipient acknowledges that such monies may be paid out of retention.

26. Enforcement

- a. Recovery of Overpayment or Misuse of Funds

The CEC may direct the CEC's Office of Chief Counsel to commence formal legal action against any applicant or Recipient to recover any portion of a payment under the Agreement that the Executive Director determines the applicant or Recipient was not otherwise entitled to receive.

- b. Fraud and Misrepresentation

The Executive Director may initiate an investigation of any applicant, Recipient, subcontractor, vendor, or Retrofit Awardee that the Executive Director has reason to believe may have misstated, falsified, or misrepresented information in submitting an application, payment claim, or reporting any information required by the Agreement. Based on the results of the investigation, the Executive Director may take any action deemed appropriate, including, but not limited to, termination of the Agreement, recovery of any overpayment, and, with the concurrence of the CEC, recommending the Attorney General initiate an investigation and prosecution under Government Code section 12650, et seq., or other provisions of law.

27. Confidential Recipient Information

- a. Identification of Confidential Recipient Information
- (1) For the purposes of this Section, "Confidential Recipient Information" refers to information belonging to the Recipient that the Recipient has satisfactorily identified as confidential and the CEC has agreed to designate as confidential under Title 20 CCR section 2505.
 - (2) Prior to the effective date of this Agreement, the Recipient will identify all products (or information contained within products) it considers Confidential Recipient Information, and provide the legal basis for confidentiality, in Attachment 1 to this Exhibit. If the CEC agrees the information is confidential, it will not disclose it except as provided in subsection (b).
 - (3) During the Agreement, if the Recipient obtains or develops additional products (or information contained within products) not originally identified as Confidential Recipient Information in Attachment 1 to this Exhibit, the Recipient will follow the procedures for a request for designation of confidential information as specified in Title 20 CCR section 2505.

The CEC's Executive Director will make the confidentiality determination. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment 1 to this Exhibit. The CEC will not disclose information subject to an application for confidential designation except as provided in subsection (b).

- (4) When submitting products containing Confidential Recipient Information, the Recipient will mark each page of any document containing Confidential Recipient Information as "confidential" and present it in a sealed package to the Contracts, Grants, and Loans Office.

The CAM may require the Recipient to submit a non-confidential version of the product if it is feasible to separate the Confidential Recipient Information from the non-confidential information. The Recipient is not required to submit such products in a sealed package.

b. Disclosure of Confidential Recipient Information

The CEC will only disclose Confidential Recipient Information under the circumstances specified in Title 20 CCR sections 2506, 2507, and 2508. All Confidential Recipient Information that is legally disclosed by the Recipient or any other entity will become a public record and will no longer be subject to the CEC's confidentiality designation.

c. Waiver of Consequential Damages

In no event will the CEC or the state of California be liable for any special, incidental, or consequential damages based on breach of warranty, breach of contract, negligence, strict tort, or any other legal theory for the disclosure of the Confidential Recipient Information, even if the CEC has been advised of the possibility of such damages.

Damages that the CEC and the state of California will not be responsible for include but are not limited to lost profit; lost savings or revenue; lost goodwill; lost use of the product or any associated equipment; cost of capital; cost of any substitute equipment, facilities, or services; downtime; the claims of third parties including customers; and injury to property.

d. Limitations on the Disclosure of Products

During the Agreement, the Recipient, subcontractors, any lower-tiered level of sub-subcontractors, and Vendors must receive written approval from the CAM prior to disclosing the contents of any draft product to a third party. However, if the CEC makes a public statement about the content of any product provided by the Recipient and the Recipient believes the statement is incorrect, the Recipient may state publicly what it believes is correct.

28. Receipt of Confidential Information and Personal Information

For the purposes of this Section, "confidential information" refers to information the CEC has designated as confidential pursuant to Title 20 CCR section 2505 *et seq.*, information the CEC has otherwise deemed or stated to be confidential, and other information exempt from public disclosure under the provisions of the California Public Records Act or other applicable state or federal laws.

For the purposes of this Section, "personal information" refers to information that meets the definition of "personal information" in California Civil Code section 1798.3(a) or one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2). Personal information is a type of confidential information and is therefore subject to all requirements for confidential information provided in this Agreement and applicable law. However, there are additional requirements specific to personal information.

For the purposes of this Section, "special terms for confidential information" refers to the CEC's special terms and conditions for the receipt of confidential information and personal information. The CEC's special terms for confidential information include, but are not limited to, having in place an Information Security Program Plan, and obtaining nondisclosure agreements from all individuals who will be provided access to confidential information or personal information.

If the Recipient will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, the Recipient must first agree to and comply with the CEC's special terms for confidential information.

If any other individual or entity participating in any way with this Agreement, including but not limited to subcontractors, Retrofit Awardees, vendors, and other project partners, will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, that individual or entity must first agree to and comply with the CEC's special terms for confidential information. The Recipient must flow-down the CEC's special terms for confidential information into each subcontract, Retrofit Award, vendor agreement, or other project partner agreement that will be provided access to confidential information or personal information before the individual or entity has access to any such information. Recipient must also require all individuals and entities to flow-down this Section to any lower tier subcontractors, Retrofit Awardees, vendors, project partners, and other individual or entity participating in any way with this Agreement that will be provided access to Confidential Information or Personal Information before the individual or entity has access to any such information.

If this Agreement does not include the CEC's special terms for confidential information and CEC determines the Recipient or any other individual or entity participating in any way with this Agreement will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, the CEC reserves the option to amend this Agreement to add its special terms for confidential information.

Except as provided in Title 20 CCR sections 2506, 2507, and 2508, and the CEC's special terms for confidential information, Recipient or any other individual or entity participating in any way with this Agreement may not disclose any information provided to it by the CEC or a third party for the performance of this Agreement if the information has been designated as confidential or is the subject of a pending application for confidential designation.

29. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine the Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Recipient advance written notice of such termination, allowing the Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the CEC.

30. Greenhouse Gas Reduction Fund Requirements

a. This Agreement is funded in part by the Greenhouse Gas Reduction Fund (GGRF) created pursuant to Government Code section 16428.8. This Agreement is subject to, and Recipient shall comply with, the provisions of the laws enacted for spending of auction proceeds deposited into the GGRF, including without limitation: Health and Safety Code section 39710 et. seq.; Government Code section 16428.8 – 16428.95, including any amendments to these sections. In addition to GGRF reporting requirements, Recipients will be responsible for other reporting requirements as outlined in the Scope of Work and specified by the CAM.

b. Reporting

Recipients of GGRF funds must submit reports on expenditures, investment benefits, and project outcomes, per guidance from the California Air Resources Board (CARB). Recipient shall provide reports on all projects during the term of this Agreement and for a period specified by CARB to meet project outcome reporting requirements.

Reporting shall follow the technical standards, format, process, and timing specified by the CAM, consistent with the project-type specific reporting requirements in CARB guidance and methodologies. Information to be reported includes, but is not limited to:

- (1) Greenhouse Gas (GHG) Reductions
 - Recipient Name or Project ID
 - Project description
 - Project location
 - Census tract

- Project Stages and Dates for Reaching Milestones: Project Selected; Completed; Operational; GHG reductions began
- GGRF dollars allocated and total project cost including GGRF and non-GGRF monies
- Leveraged and/or match funds
- Quantification Period (number of years the project will provide GHG emission reductions)
- Number of projects/incentives/dwellings modified
- Estimated /actual total project GHG emission reductions
- Other information as specified by the CAM and in accordance with CARB requirements

(2) Priority Populations

Recipient reporting shall include information regarding benefits to priority populations, consistent with the detailed information in the CARB guidance which is posted at www.arb.ca.gov/cqi-quantification. Recipient reporting shall include any information needed to evaluate, using the appropriate Benefit Criteria Table, whether the project has a direct benefit to priority populations.

“Priority populations” include residents of: (A) census tracts identified as disadvantaged by California Environmental Protection Agency per SB 535; (B) census tracts identified as low-income per AB 1550; or (C) a low-income household per AB 1550.

(3) Co-Benefits

Recipient reporting shall include each project’s economic, environmental, or public health benefits, including, but not limited to:

- Estimated /actual total reductions in other criteria air pollutants (PM 2.5, NOx, etc.)
- Estimated /actual energy and fuel costs saved (kWh, therms, or other fuels) for energy efficiency and electrification projects
- Other information as specified by the CAM and in accordance with CARB requirements.

(4) Job Creation Benefits

Recipient reporting shall include data related to the number of job-years provided, average wages and benefits, the number of people who completed job training or received industry-recognized certifications, targeted hiring strategy and residence location of job/training recipients, as specified by the CAM and in accordance with CARB requirements.

31. Conflicts of Interest

- a. Recipient agrees to continuously review new and upcoming projects in which Recipient, its subcontractors or other project partners may be involved for potential conflicts of interest (e.g., Gov. Code § 81000 et seq., and Gov. Code § 1090 et seq.). Recipient shall inform the CAM as soon as a question arises about whether a potential conflict may exist or as soon as the Recipient knows a conflict exists. The CAM and CEC's Chief Counsel's Office shall determine what constitutes a potential conflict of interest. The CEC reserves the right to redirect work and funding on a project if the CEC's Chief Counsel's Office determines that there is a potential conflict of interest.
- b. **Appearances of Conflicts of Interest**

The Recipient acknowledges that in governmental agreements even the appearance of a conflict of interest can be harmful to the interest of the State. Thus, the Recipient, its subcontractors and project partners shall refrain from any practices, activities, or relationships that appear to conflict with their obligations under this Agreement, unless the Recipient receives prior written approval of the CEC. In the event the Recipient is uncertain whether the appearance of a conflict of interest may exist, the Recipient shall submit to the CAM a written description of the relevant details.
- c. **Prohibition on Participating in CEC Funding Opportunities**

Under this Agreement, the Recipient and its subcontractors and project partners will, with oversight from the CEC, develop and implement programs. Accordingly, the Recipient and its subcontractors and project partners are prohibited from participating and agree not to participate in any manner (e.g., as an applicant, subcontractor, or match-funding partner) in any financial incentive program implemented under this Agreement.

d. Possible amendment of conflicts of interest provisions

The Recipient acknowledges that, if amendments to this Agreement are made to develop and fund programs or otherwise expand the scope of work, the role of employees of the Recipient, subcontractors and project partners may become more defined. As those responsibilities and tasks are defined, the CAM and CEC's Chief Counsel's Office reserve the right to determine if it is appropriate to designate certain individuals who are participating in the making of government decisions as "consultants" under the Political Reform Act and therefore require the disclosure of economic interests pursuant to Government Code section 87300 and the CEC's Conflict of Interest Code at CCR, Title 20, sections 2401-2402. Upon such determination, this Agreement shall be amended to include the specific procedural requirements applicable to the Recipient, subcontractors and project partners, and any designated consultants.

32. Disclosure.

The Recipient shall promptly inform the CEC when it is engaged by another State agency for work that is similar to a product under the scope of work contemplated in this Agreement. Where that similar work product or deliverable is applicable to this Agreement, the Recipient may use such work product or deliverable, but is barred from billing the CEC in this Agreement for the work performed under the other agreement and not actually performed under this Agreement. Where actual labor is expended to generate the same or similar work product or deliverable under this Agreement as another agreement, the Recipient is allowed to bill for such labor actually performed.

Exhibit C-1

FEDERAL AWARD TERMS AND CONDITIONS

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Subpart A. Award Provisions

1. Purpose

The purpose of this exhibit is to provide the federal terms and conditions for California Energy Commission (CEC)'s award to Subrecipient under this Agreement. This award is made pursuant to the Section 50121 of the Inflation Reduction Act (IRA), which is referred to as the Home Owner Managing Energy Savings (HOMES) Rebate Program.

2. Summary of Award

Name of Federal awarding agency	U.S. Department of Energy
Name of Recipient /pass-through entity, and contact information for awarding official of the Recipient	California Energy Commission
Name of Subrecipient	
Subrecipient's unique entity identifier (DUNS)	
Federal award identification number (FAIN)	
Federal Award Date of award to the Recipient by the Federal agency	
Subaward period of performance start and end date	
Amount of Federal funds obligated by this action by the pass-through entity to the Subrecipient	
Total amount of Federal funds obligated to the Subrecipient by the pass-through entity including the current obligation	
Total amount of the Federal award committed to the Subrecipient by the pass-through entity	
Federal award description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	
Identification of whether the award is research and development (R&D)	
Indirect cost rate for Federal award (including if the application of the de minimis rate per §200.414 Indirect (F&A) costs)	[refer to Sub's grant application]

3. Resolution of Conflicting Terms

In the event of any conflict in the terms of this Agreement, this Exhibit will take precedence.

4. Documents Incorporated by Reference

The following documents are hereby incorporated by reference:

- a. Award Agreement between the U.S. Department of Energy (DOE) and CEC, Award No. DE-SE0000024 (Award).
- b. Public Law 117-169, IRA.
- c. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR) part 200 as amended by 2 CFR part 910, located at <http://www.eCFR.gov>.
- d. The Administrative and Legal Requirements Document (ALRD) for the HOMES Rebate Program, located at <https://www.energy.gov/scep/home-energy-rebate-programs-guidance>.
- e. The standard DOE financial assistance intellectual property provisions applicable to various types of recipients, located at: <https://energy.gov/gc/standard-intellectual-property-ip-provisions-financial-assistance-awards>.
- f. The National Policy Assurances, located at: <http://www.nsf.gov/awards/managing/rtc.jsp> and <https://www.energy.gov/management/articles/national-policy-assurances-be-incorporated-award-terms>.
- g. Research Terms and Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp> (if the Award is for research and the Award is to a university or non-profit).
- h. Subrecipient's application or proposal for the HOMES Rebate Program as accepted by CEC.

5. Funding Restrictions

Funding is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.

6. Flow down requirements

- a. Subrecipient must require inclusion in all lower tier subrecipient or subcontract agreements, all federal award terms, and conditions in 2 CFR part 200 as amended by 2 CFR part 910 as set forth in 2 CFR 200.101 and ensure strict compliance.
- b. Subrecipient must require inclusion in all lower tier subrecipient or subcontract agreements all applicable Intellectual Property provisions and National Policy Assurances incorporated by reference in Subpart A.3.
- c. Subrecipient must require inclusion in all lower tier subrecipient or subcontract agreements, all other requirements as applicable in this Exhibit or elsewhere in the Agreement.

7. Reporting Requirements

- a. The federal reporting requirements are described in the Federal Assistance Reporting Checklist, Attachment 2 to Award DE-SE000024.
- b. CEC's noncompliance with reporting requirements may result in withholding of future payments, suspension, or termination of the Award, and withholding of future federal awards.
- c. Subrecipient must assist CEC with meeting all federal reporting requirements by providing all information requested by CEC for reporting purposes within the timeframes requested by CEC. Failure to by Subrecipient to comply with this requirement is a material breach of this Agreement.
- d. Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link system. STI submitted under this Award will be disseminated via DOE's OSTI.gov website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the DOE PAGES website. STI submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

8. Stewardship

- a. CEC and the Office of State and Community Energy Programs (SCEP) within DOE will exercise normal stewardship in overseeing the project activities performed under this Agreement. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.
- b. Subrecipient may be required to participate in, or provide information, documents, or other assistance requested by CEC or SCEP for the purpose of CEC or SCEP's federal stewardship.

9. CEC and Federal Involvement

- a. Subrecipient may be required to participate in periodic review meetings with SCEP to assess work performance under the Award and the timely achievement of technical milestones and deliverables. SCEP will determine the frequency of review meetings and select the day, time, and location of each review meeting. Subrecipient may be required to provide an overview of work performed under this Agreement, including but not limited to:
 - i. Technical progress compared to the Milestone Summary Table stated in Attachment 1 of Award DE-SE000024.
 - ii. Subrecipient's actual expenditures compared to the approved budget in Attachment 3 of Award DE-SE000024.
 - iii. Other subject matter specified by the DOE Technology Manager/Project Officer.
- b. Subrecipient must notify CEC, who in turn will notify SCEP, in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by CEC or SCEP, Subrecipient must provide CEC and SCEP with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings.

- c. CEC and SCEP's authorized representatives 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. Subrecipient must provide, and must require any lower tier subrecipients to provide, reasonable access to facilities, office space, resources, 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.
- d. Subrecipient must provide, and must require any lower tier subrecipients to provide, any information, documents, site access, or other assistance requested by CEC SCEP for the purpose of federal stewardship or substantial involvement.

10. Audits

- a. Subrecipient and its lower tier subrecipients, contractors, and subcontractors must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to records of the Subrecipient and its lower tier subrecipients, contractors, and subcontractors relating to this Agreement.
- b. Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the financial records or administrative records of the Subrecipient and its lower tier subrecipients, contractors, and subcontractors relating to this Award at any time. Government-initiated audits are generally paid for by DOE.
- c. DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Subrecipient and its lower tier subrecipients, contractors, and subcontractors are required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
- d. DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

11. Refund Obligation

Subrecipient must refund any excess payments, received from CEC, including any interest. This obligation to refund excess payment also applies to any Subrecipient costs determined unallowable by CEC or DOE.

12. Foreign Travel

Subrecipient must obtain the prior written approval of CEC for any foreign travel costs.

13. Program Income

If the Subrecipient earns program income during the project period as a result of this Agreement, Subrecipient must add the program income to the funds committed to this Agreement and used to further eligible project objectives.

14. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provision, DOE or CEC are not responsible for or have any obligation to Subrecipient for (1) Decontamination and/or Decommissioning (D&D) of any of Subrecipient's facilities, or (2) any costs which may be incurred by Subrecipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

15. National Environmental Policy Act (NEPA)

- a. DOE must comply with the National Environmental Policy Act prior to authorizing the use of Federal funds.
- b. DOE has determined that certain "Allowable Activities" listed in the State Energy Office NEPA Determination (Attachment 5) to Award DE-SE000024 are categorically excluded and require no further NEPA review. Subrecipient is thereby authorized to use Federal funds for the "Allowable Activities" listed in the IRA 50121 and 50122, Home Energy Rebate Programs Early Admin Funds ALRD NEPA Determination, subject to this Section 14 and the restrictions listed in Attachment 5.
- c. This NEPA Determination only applies to activities funded by the IRA 50121 and 50122, Home Energy Rebate Programs Early Admin Funds ALRD.
- d. Activities not listed under "Allowable Activities" are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Subrecipient may be required to complete the environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by DOE's Contracting Officer prior to initiating the project or activities.
- e. Subrecipient must identify and promptly notify CEC of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
- f. Subrecipient must adhere to the terms and restrictions of California's DOE executed Historic Preservation Programmatic Agreement (PA). DOE executed Historic Preservation PA are available on the Office of State and Community Energy Programs website: <https://www.energy.gov/scep/historic-preservation-executed-programmatic-agreements>.
- g. Subrecipients are responsible for completing the online NEPA and Historic preservation training at <http://www.energy.gov/node/4816816> and contacting NEPA with any questions GONEPA@ee.doe.gov.
- h. If Subrecipient intends to undertake activities or projects that do not fall within the NEPA determination, those activities and projects are subject to additional NEPA review by DOE and are not authorized for Federal funding unless and until DOE's Contracting Officer provides written authorization on those additions or modifications. Should Subrecipient elect to undertake activities or projects prior to written authorization from DOE's Contracting Officer, Subrecipient does so at risk of not receiving Federal funding for those activities and projects, and such costs may not be recognized as allowable cost match.

16. Historic Preservation

- a. DOE must comply with the requirements of Section 106 of the National Historic Preservation Act prior to authorizing the use of Federal funds. Section 106 applies to historic properties

that are listed in or eligible for listing in the National Register of Historic Places.

- b. Subrecipient must comply with all the Stipulations of California's DOE executed Historic Preservation PA. All DOE executed PAs are available on the Office of State and Community Energy Programs website: <https://www.energy.gov/scep/historic-preservation-executed-programmatic-agreements>.
- c. In addition to the Stipulations in their PAs, Recipients must notify CEC, who will in turn DOE via GONEPA@ee.doe.gov whenever:
 - i. Subrecipient or the State Historic Preservation Office (SHPO)/Tribal Historic Preservation Office (THPO) believes that the Criteria of Adverse Effect pursuant to 36 CFR § 800.5, apply to the proposal under consideration by DOE;
 - ii. There is a disagreement between an applicant, or its authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification, and evaluation of historic properties and/or the assessment of effects;
 - iii. There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, Section 106 findings and determinations, or implementation of agreed upon measures; or
 - iv. There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR §800.9 (b) and 36 CFR § 800.9 (c).

17. Intellectual Property

Intellectual property rights are subject to 2 CFR 200.315 (e.g., institution of higher education or nonprofit organizations) or 2 CFR 910.362 (e.g., for-profit).

18. Performance of Work in United States

- a. All work performed under this Agreement must be performed in the United States unless DOE provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, Subrecipient should make every effort to purchase supplies and equipment within the United States.
- b. If Subrecipient fails to comply with the Performance of Work in the United States requirement, DOE's Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Subrecipient cost share regardless if the work is performed by Subrecipient or its lower tier subrecipients, vendors or other project partners.
- c. DOE may approve the performance of a portion of the work outside the United States under limited circumstances. Contractor must obtain a waiver via CEC prior to conducting any work outside the U.S.
- d. Subrecipient must obtain a waiver from DOE's Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Contractor must submit a written request to CEC, who in turn will provide to DOE, that includes:
 - i. The rationale for performing the work outside the U.S.;
 - ii. A description of the work proposed to be performed outside the U.S.;

- iii. The proposed budget of work to be performed; and
- iv. The countries in which the work is proposed to be performed.

The rationale must demonstrate to the satisfaction of DOE that the performance of work outside the United States would further the purposes of the Federal Program and is in the economic interests of the United States. DOE's Contracting Officer may require additional information before considering such a request.

19. Foreign National Involvement

Subrecipients and its lower tier subrecipients and contractors who anticipate involving foreign nationals in the performance of an award, may be required to provide CEC and DOE with specific information about each foreign national to satisfy requirements for foreign national participation. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. The volume and type of information collected may depend on various factors associated with the award.

20. Publications

Subrecipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Agreement, whether copyrighted or not:

- a. Acknowledgment: "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the IRA Home Energy Rebates Award Number DE-SE000024."
- b. Full Legal Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."
- c. Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

Subrecipient should make every effort to include the full Legal Disclaimer. However, in the event Subrecipient is constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

21. Budget Changes

- a. Any increase in the total project cost, whether DOE share or Cost Share, must be approved in advance and in writing by CEC and DOE's Contracting Officer. Any change that alters the project scope, milestones or deliverables requires prior written approval of CEC and DOE's Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.
- b. Subrecipient must obtain the prior written approval for any transfer of funds among direct cost

categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost. Subrecipient must notify CEC, who will in turn the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost.

- c. Subrecipient must obtain the prior written approval for any transfer of funds between direct and indirect cost categories. If Subrecipient's actual allowable indirect costs are less than those budgeted, Subrecipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement.

22. Interim Conflict of Interest Policy for Financial Assistance

- a. The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/pf-2022-17-department-energy-interim-conflict-interest-policy-requirements-financial>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the Principal Investigator and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE.
- b. Subrecipient must flow down the requirements of the interim COI Policy to any lower tier subrecipients, with the exception of DOE National Laboratories.
- c. Further, Subrecipient must identify all financial conflicts of interests (FCOI), i.e., managed, and unmanaged/unmanageable, in its initial and ongoing FCOI reports. It is understood that non-Federal entities and individuals receiving DOE financial assistance awards will need sufficient time to come into full compliance with DOE's interim COI Policy. To provide some flexibility, DOE allows for a staggered implementation. **Specifically, prior to award, Subrecipient must ensure all Investigators on this Award complete their significant financial disclosures; review the disclosures; determine whether a FCOI exists; develop and implement a management plan for FCOIs; and provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed, and unmanaged/unmanageable).** Subrecipient will have 180 days from the date of this Award to come into full compliance with the other requirements set forth in DOE's interim COI Policy.

23. Terms Subject to Change Upon Obligation of Full Formula Award Allocation

- a. These terms and conditions cover the initial allocation of funds for this program. Subrecipient is advised that some terms may be added, modified, or removed upon CEC's application and approval for the full formula allocation under this program, in order to properly implement all programmatic requirements associated with the program.
- b. Additional terms that may be incorporated include, but are not limited to:
 - i. Publication of Information on the Internet
 - ii. Certification and Registration
 - iii. Whistleblowers and False Claims

24. Reporting Tracking and Segregation of Incurred Costs

IRA funds may be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate. Subrecipient must keep separate records for IRA funds and must ensure those records comply with the requirements of the IRA.

Subpart B. General Provisions

1. Compliance with Federal, State, and Municipal Law

- a. Subrecipient must comply with all applicable federal, state, and local laws and regulations for all work performed under this Agreement.
- b. Subrecipient must obtain all necessary federal, state, and local permits, authorizations, and approvals for all work performed under this Agreement.
- c. Any apparent inconsistency between federal and state laws and regulations and the terms and conditions of this Award must be referred to CEC's Contract Administration Manager for guidance.

2. Record Retention

Subrecipient is required to retain records relating to this Award consistent with 2 CFR 200.334 through 200.338.

3. Allowable costs

- a. Allowable costs are determined in accordance with 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable in accordance with the applicable federal cost principles. Pursuant to 2 CFR 910.352, the cost principles in the Federal Acquisition Regulations (48 CFR Part 31.2) apply to for-profit entities. The cost principles contained in 2 CFR Part 200, Subpart E apply to all entities other than for-profits. Costs to support or oppose union organizing, whether directly or as an offset for other funds, are unallowable.
- b. Subrecipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its lower-tier subrecipients and project costs that the Subrecipient claims as cost sharing, including in-kind contributions. Subrecipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable, and allocable, and comply with the cost principles. Upon request, the Subrecipient is required to provide such records. Such records are subject to audit. Failure to provide adequate supporting documentation may result in a determination that those costs are unallowable.
- c. Payments made for costs determined to be unallowable by either DOE, cognizant agency for indirect costs, or pass-through entity, either as direct or indirect costs, must be refunded (including interest) to the Federal Government in accordance with instructions from the Federal agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise. See also 2 CFR 200.300 through 200.309.

4. Indirect Costs

Subrecipient's indirect costs must be appropriately managed, be allowable, and comply with the requirements of the Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

5. Profit or Fees

See 2 CFR 910.358 for limitations pertaining to profit or fees.

6. Project Closeout

In addition to any other requirements set forth in this Agreement, Subrecipient must comply with the project closeout requirements in 2 CFR 200.344.

7. Property Standards

See 2 CFR 200.310 through 200.316 for requirements. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit Subrecipients, which include but are not limited to prior approval for real property or equipment with an acquisition cost per unit of \$5,000 or more and, in certain circumstances, recording UCC financing statements.

8. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

9. Real Property

- a. Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.
- b. Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).
- c. See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

10. Equipment

- a. Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will vest conditionally with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.
- b. States must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.
- c. Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be

supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

- d. Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).
- e. When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.
- f. Disposition will be made as follows: (a) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (b) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR Part 200.313(e)(2); or (c) transfer title to DOE or to an eligible third Party as specified in CFR Part 200.313(e)(3).
- g. See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

11. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

12. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

13. Uniform Commercial Code (UCC) Financing Statements

Per 2 CFR 910.360 (Real Property and Equipment), when applicable, requires when Subrecipient purchases with federal funds, and federal share of the financial assistance agreement is more than \$1,000,000, Subrecipient must:

Properly record, and consent to DOE's ability to properly record if the Subrecipient fails to do so, UCC financing statement(s) for all equipment in excess of \$5,000 purchased with project funds. These financing statement(s) must be approved in writing by the DOE Contracting Officer prior to the recording, and they shall provide notice that the recipient's title to all equipment (not real property) purchased with federal funds under the financial assistance agreement is conditional pursuant to the terms of this section, and that the government retains an undivided reversionary interest in the equipment. The UCC financing statement(s) must be filed before the DOE Contracting Officer may reimburse the recipient for the federal share of the equipment unless otherwise provided for in the relevant financial assistance agreement. The recipient shall further make any amendments to the financing statements or additional recordings, including appropriate continuation statements, as necessary or as the Contracting Officer may direct.

14. Conference Spending

Subrecipient must not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the

cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

15. Lobbying

- a. By accepting funds under this Award, the Subrecipient agrees that it must not use, directly or indirectly, any federal funds to influence or attempt to influence, directly or indirectly, congressional action on any legislative or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913 This restriction is in addition to those prescribed elsewhere in statute and regulation.
- b. If this Award to subrecipient exceeds \$100,000, the Subrecipient must complete and submit SF-LLL, "Disclosure of Lobbying Activities" (<https://www.grants.gov/web/grants/forms/sf-424-individual-family.html>) to ensure that non-federal funds have not been paid and will not be paid to any person for influencing or attempting to influence any of the following in connection with the application for this Program

16. Telecommunications and Video Surveillance Services or Equipment Prohibition

As set forth in 2 CFR 200.216, Subrecipient is prohibited from obligating or expending project funds (Federal funds and Subrecipient cost share) to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889, 2 CFR 200.216, and 2 CFR 200.471 for additional information.

17. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- a. Subrecipient and its subrecipients, contractors and subcontractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- b. Subrecipient and its subrecipients, contractors and subcontractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- c. Subrecipient and its subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide¹ should be consulted to gain an understanding of the requirements and possible actions the Subrecipient and its subrecipients, contractors and subcontractors must take. Additionally, for construction projects valued at \$35 million or more and lasting more than one year, the Subrecipient and its subrecipients, contractors and subcontractors may be selected by OFCCP as a mega construction project. If selected, DOE, under relevant legal authorities including Sections 205 and 303(a) of Executive Order 11246, will require participation as a condition of the award. This program offers extensive compliance assistance with EO 11246. For more information regarding this program, see <https://www.dol.gov/agencies/ofccp/construction/mega-program>.

18. Nondiscrimination

By signing this Agreement or accepting funds under this Agreement, Subrecipient assures that it will comply with applicable provisions of the following, national policies prohibiting discrimination:

- a. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DOE regulations at 10 CFR part 1040.
- b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp., p. 339], as implemented by Department of Labor regulations at 41 CFR part 60.
- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042.
- d. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE at 10 CFR part 1040.
- e. On the basis of handicap, in (1) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations

¹ See OFCCP's Technical Assistance Guide at: <https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec>. Also see the National Policy Assurances at <http://www.nsf.gov/awards/managing/rtc.jsp>.

at 10 CFR part 1041 and (2) The Architectural Barriers Act of 1968 (42 U.S.C. 4151, et seq.).

19. **Americans with Disabilities Act of 1990**

Subrecipient shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

20. **Promoting Free Speech and Religious Liberty**

States, local governments, or other public entities may not condition sub-awards in a manner that would discriminate, or disadvantage sub-recipients based on their religious character.

21. **Nondisclosure and Confidentiality Agreement Assurances**

- a. By entering into this Agreement, Subrecipient attests that it does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- b. The Subrecipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or any investigative or law enforcement representative of a Federal department or agency of a suspected violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this Agreement and are controlling.”

- c. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d. Notwithstanding the provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

22. **Export Control**

- a. The United States Government regulates the transfer of information, commodities, technology,

and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of federal agencies and regulations that govern exports that are collectively referred to as “Export Controls”. Subrecipient is responsible for ensuring compliance with all applicable U.S. Export Control laws and regulations relating to any work performed under this Award, at the Subrecipient or lower tier level.

- b. Subrecipient must immediately report to DOE any export control violations related to the project funded under this Award, at the Subrecipient or a lower tier level, and provide the corrective actions to prevent future violations.

23. Corporate Felony Conviction and Federal Tax Liability Assurances

- a. By entering into this Agreement, Subrecipient attests that it has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature.
- b. Subrecipient further attests that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- c. For purposes of these assurances, the following definitions apply:

A Corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States [but not foreign corporations]. It includes both for-profit and non-profit organizations.

24. Insolvency, Bankruptcy or Receivership

- a. Subrecipient shall immediately notify the CEC, who will in turn notify DOE, of the occurrence of any of the following events:
 - i. the Subrecipient, or its parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act;
 - ii. the Subrecipient's consent to the institution of an involuntary case under the Bankruptcy Act against the Subrecipient, or its parent;
 - iii. the filing of any similar proceeding for or against the Subrecipient, or its parent, or its consent to, the dissolution, winding-up or readjustment of the Subrecipient's debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Subrecipient under any other applicable state or federal law; or
 - iv. The Subrecipient's insolvency due to its inability to pay its debts generally as they become due.
- b. Such notification shall be in writing and shall:
 - i. specifically set out the details of the occurrence of an event referenced in paragraph (a);
 - ii. provide the facts surrounding that event; and
 - iii. provide the impact such event will have on the project being funded by this Award.
- c. Upon the occurrence of any of the four events described in the first paragraph, CEC and

DOE reserve the right to conduct a review of the Subrecipient's award to determine the Subrecipient's compliance with the required elements of the Award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with the Subrecipient's performance under the Award, the DOE reserves the right to impose additional requirements, as needed, including

- i. change the Subrecipient's payment method; or
 - ii. institute payment controls.
- d. Failure of the Subrecipient to comply with this term may be considered a material noncompliance of this financial assistance award by the DOE Contracting Officer.

25. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

All contracts made by a non-Federal entity under the Federal award, including those made by the Subrecipient, must contain the provisions listed in Appendix II to 2 CFR Part 200.

26. Final Incurred Cost Audit

In accordance with 2 CFR Part 200 as amended by 2 CFR Part 910, the CEC and/or DOE reserves the right to initiate a final incurred cost audit on this Award. If the audit has not been performed or completed prior to the closeout of the award, the CEC and/or DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

27. Required Reporting under the Federal Funding and Transparency Act of 2006

- a. Public Law 109-282, the Federal Funding Accountability and Transparency Act of 2006 as amended (FFATA), requires certain disclosures of entities and organizations receiving federal funds. The administrative requirements for complying with FFATA are contained in 2 CFR Part 170. Subrecipient must comply, as applicable, with all FFATA requirements including but not limited to providing CEC with any required data within the timeframe requested by CEC.
- b. Unless an exemption applies, CEC must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a "non-federal entity" as defined in 2 CFR Part 170 to <https://www.frs.gov>.
- c. Unless an exemption applies, CEC must report the names and total compensation of each of Subrecipient's five most highly compensated executives for the preceding fiscal year if:
 - i. In Subrecipient's preceding fiscal year, Subrecipient received: (a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards)
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execom.htm>).

- d. Additional definitions relevant to this Section are contained in 2 CFR Part 170.

28. Unique Entity Identifier

- a. Unique Entity Identifier refers to the identifier assigned by the Federal repository, System for Award Management (SAM), to uniquely identify business entities.
- b. No entity may receive a subaward under this Program from CEC until the Subrecipient entity has provided its Unique Entity Identifier to CEC. CEC may not make a subaward to an entity unless the entity has provided its Unique Entity Identifier number to CEC.
- c. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following for purposes of this Section:
 - i. A foreign organization;
 - ii. A foreign public entity;
 - iii. A domestic for-profit organization; and
 - iv. A Federal agency.
 - v. Subaward has the meaning given in 2 CFR 200.1.
 - vi. Subrecipient has the meaning given in 2 CFR 200.1.

29. Annual Independent Audits

- a. Subrecipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).
- b. The annual independent audits are separate from any Government-initiated audits and must be paid for by Subrecipient. To minimize expense, Subrecipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Subrecipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.338, Remedies for Noncompliance.

30. Integrity and Performance Matters

- a. Subrecipient must immediately notify CEC of any civil, criminal, or administrative proceedings as described in part b. of this Section, below.
- b. Subrecipient must submit information as directed by CEC about each proceeding that (1) is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government; (2) reached its final disposition during the most recent five-year period; and (3) is one of the following:
 - i. A criminal proceeding that resulted in a conviction (judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*).
 - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - iii. An administrative proceeding, that resulted in a finding of fault and liability and your

payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000. An administrative proceeding is a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- iv. Any other criminal, civil, or administrative proceeding if (1) it could have led to an outcome described in paragraph i., ii., or .iii., above; (2) it had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and (3) the requirement in this Section to disclose information about the proceeding does not conflict with applicable laws and regulations.

31. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

32. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

33. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

34. Clean Air Act and the Federal Water Pollution Control Act

If this award to Subrecipient exceeds \$150,000, Subrecipient agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be

reported to the CEC, which will in turn report to the DOE and the Regional Office of the U.S. Environmental Protection Agency (EPA).

35. **Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the SAM, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

36. **Procurement of recovered materials**

A Subrecipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

37. **Domestic Preferences for Procurements**

- a. As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

38. **Fraud, Waste, and Abuse**

- a. The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse, and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of DOE activities to include grants, cooperative

agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

- b. Subrecipient must disclose, in a timely manner, in writing to CEC and DOE all violations of State and Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- c. Failure to make the required disclosures can result in any of the remedies described in 2 CFR 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Exhibit C-2 SPECIAL TERMS FOR CONFIDENTIAL INFORMATION

RECEIPT OF CONFIDENTIAL INFORMATION AND PERSONAL INFORMATION

- A. **Application:** These special terms and conditions set forth information privacy and security requirements Recipient must follow if Confidential Information or Personal Information as defined herein is disclosed to Recipient, or is collected, created, maintained, stored, transmitted, or otherwise used by Recipient in the performance of this Agreement. Recipient must ensure that all individuals and entities participating in any way with this Agreement, including but not limited to its officers, employees, agents, subcontractors, subawardees, vendors, and other project partners, comply with this Section. Recipient must flow-down this Section to all subcontracts, subawards, vendor agreements, and all other project partner agreements that will be provided access to Confidential Information or Personal Information before the individual or entity has access to any such information. Recipient must also require all individuals and entities to flow-down this Section to any lower tier subcontractors, subawardees, vendors, project partners, and other individual or entity participating in any way with this Agreement that will be provided access to Confidential Information or Personal Information before the individual or entity has access to any such information.
- B. **Definitions:**
- 1) “Confidential Information” means information the Energy Commission has designated as confidential pursuant to Title 20 of the California Code of Regulations, Section 2505 et seq., information the Energy Commission has otherwise deemed or stated to be confidential, and other information exempt from Disclosure under the Public Records Act or any other applicable state or federal laws. Recipient may obtain confidential information from the Energy Commission or third parties on behalf of the Energy Commission for the performance of this Agreement.
 - 2) “Disclose” or Disclosure” refers to the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
 - 3) “Personal Information” means information that meets the definition of “personal information” in California Civil Code Section 1798.3(a) or one of the data elements set forth in California Civil Code Section 1798.29(g)(1) or (g)(2).
Personal information is a type of confidential information and is therefore subject to all requirements for Confidential Information provided in this Agreement and applicable law. However, there are additional requirements specific to personal information, pursuant to subsection K.
 - 4) “Security Incident” means the theft, loss, damage, unauthorized destruction, unauthorized modification, or any intentional, unintentional, negligent, inappropriate or unauthorized release of any Confidential Information, data classified as confidential, sensitive, or personal, including critical infrastructure information.

C. **Labeling**

Confidential Information and Personal Information shared by the Energy Commission will be provided as follows:

- 1) List Describing Confidential Information and Personal Information. A description of Confidential Information and Personal Information that the Energy Commission anticipates it will provide to Recipient is attached as an appendix to this Exhibit. If the Energy Commission needs to add items after execution of this Agreement, the Energy Commission will update the list and provide a copy to Recipient; and
- 2) Identification of Confidential Information. Each individual item of Confidential Information and Personal Information will be visibly identifiable, regardless of file type, before the Energy Commission provides access to Recipient. The Confidential Information and Personal Information could be identified as a separate folder, workbook, document, field, electronic tag, etc.

D. **Use and Disclosure Restrictions**

Notwithstanding any other provision in this Agreement, Recipient and all individuals and entities participating in any way with this Agreement must:

- 1) Protect all Confidential Information and Personal Information from unauthorized Disclosure. This includes but is not limited to implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of Confidential Information, including electronic or computerized Confidential Information.
- 2) Promptly transmit to the Energy Commission's Commission Agreement Manager all requests for Disclosure of any Confidential Information or Personal Information unless prohibited from doing so by applicable state or federal law.
- 3) Not use any Confidential Information or Personal Information for any purpose other than performing Recipient's work under this Agreement.
- 4) Not Disclose any Confidential Information or Personal Information to anyone other than the Energy Commission without prior written authorization from the Energy Commission's Commission Agreement Manager, except as otherwise specifically permitted by this Agreement, as provided in 20 California Code of Regulations, Sections 2506 and 2507, or when disclosure is required by State or Federal law.

E. **Information Security Program Plan.**

- 1) Attestation and Review. Before Recipient is provided access to Confidential Information or Personal Information, Recipient must attest, using a form provided by the Energy Commission, it has in place an Information Security Program Plan (ISPP) that meets or exceeds the minimum requirements as stated in the California State Administrative Manual Chapter 5300, Information Security (<https://www.dgs.ca.gov/Resources/SAM>), and any other applicable law. Further, the Energy Commission may, at its discretion, also request a copy of Recipient's ISPP for review. After the Energy Commission's review, the Energy Commission may choose whether to direct Recipient to perform work that involves Confidential Information or Personal Information.
- 2) Content. Recipient's ISPP can be represented in a single document or a compilation of documents.

- 3) Implementation. Recipient must implement and maintain appropriate procedural safeguards to secure Confidential Information and Personal Information from Security Incidents and unauthorized use for the term of this Agreement. Recipient is responsible for the security and confidentiality of the Confidential Information and Personal Information under its control and the control of its employees, agents, subcontractors, and other project partners and follow the requirements of its ISPP.

F. Encryption

All Confidential information and Personal Information accessed by Recipient must be encrypted in transit and at rest.

G. Computer Security Updates

Recipient must use computer, software and network systems that are updated with the latest security patches, upgrades, and virus software at all times Recipient has access to Confidential Information or Personal Information.

H. Nondisclosure Agreements.

- 1) Need to Access Confidential Information or Personal Information. Recipient agrees to release Confidential Information and Personal Information only to the individuals who need to access such information to complete work under the Agreement. Recipient must ensure individuals properly handle and secure Confidential Information and Personal Information from unauthorized use or Disclosure, including signed nondisclosure agreements and security awareness training as described in this Section and Section I, Security Awareness Training, below.
- 2) Maintain Current List of Individual Employees. Recipient must maintain a current list, and keep past versions of it, of all individuals who have access to Confidential Information or Personal Information and the dates each individual has access. Recipient must remove individuals who are no longer employed or no longer have access to Confidential Information or Personal Information and add individuals who are subsequently granted access.
- 3) Nondisclosure Agreement. Recipient must ensure all individuals who will have access to Confidential Information or Personal Information are provided a copy of, and comply with, these special terms and conditions. Recipient must ensure that individuals sign a nondisclosure agreement provided by the Energy Commission before being provided access to Confidential Information or Personal Information. The nondisclosure agreement includes maintaining the security of Confidential Information and Personal Information; not disclosing Confidential Information or Personal Information to others; using Confidential Information and Personal Information only for the scope of work in support of the Agreement; providing written notification of any unauthorized release of Confidential Information or Personal Information; destruction of Confidential Information and Personal Information; etc.
- 4) Copy of Nondisclosure Agreement. Recipient must provide a copy of each signed nondisclosure agreement to the Energy Commission's Commission Agreement Manager.

- I. Security Awareness Training.** Recipient must ensure that all individuals who will have access to Confidential Information or Personal Information take security awareness training before being given access to Confidential Information or Personal Information and then annually thereafter until this Agreement ends for any reason, including termination, or the individual no longer has access, possession, use, or control of Confidential Information or Personal Information. The training must include, at a minimum, the following topics: password protection; malware, social engineering, phishing, social media, privacy awareness, acceptable use, and data protection (data collection, storage, transmission, use, disclosure and destruction). Before Recipient allows any individual access to Confidential Information or Personal Information, Recipient must provide to the Commission Agreement Manager a copy of that individual's training certificate.
- J. Security Incident.**
1. Reporting of Security Incident. If Recipient becomes aware of a potential Security Incident that might affect Confidential Information in this Agreement, Recipient must notify the Commission Agreement Manager in writing immediately, but no later than 48 hours, after the Recipient first learns of the potential Security Incident. Recipient must promptly provide communications to the Commission Agreement Manager in writing as new information becomes available during the Security Incident response process.
 2. Prompt Action. Recipient must take prompt corrective action to mitigate any risks or damages involved with the Security Incident and to protect the operating environment, and any action pertaining to a Security Incident required by applicable federal and state laws.
 3. Investigation. Recipient must immediately investigate a Security Incident and provide a written report to the Energy Commission as soon as practicable. The report must describe the extent of the Security Incident and Recipient's corrective action to contain the Security Incident and prevent any recurrence. The Energy Commission has the right to participate in any investigation of a Security Incident. In addition, the Energy Commission has the right to conduct its own independent investigation. Recipient must fully cooperate in all investigations related to the Security Incident. Recipient is responsible for its expenses for conducting its own investigation or participating in the investigation by the Energy Commission or other entity selected by the Energy Commission.
 4. Notification. If there is a Security Incident that results in the loss of Confidential Information in Recipient's possession, Recipient must comply with any notice requirement under applicable state or federal law. Recipient must, at its sole expense, provide required notices and any other mitigation efforts, with the Energy Commission's written approval. The Energy Commission reserves the right to provide the required notices and any other mitigation efforts.

5. Costs. In addition to any other rights and remedies available to the Energy Commission, Recipient is responsible for, and must promptly pay to the Energy Commission, all costs, fees, and any other type of expense incurred by the Energy Commission due to a Security Incident resulting from the failure of Recipient to perform, or the intentional, unintentional, negligent, inappropriate or unauthorized acts of Recipient's personnel, that results in an unauthorized Disclosure, release, access, review, or destruction; or loss, theft or misuse of Confidential Information provided to Recipient. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the Security Incident causing loss of Confidential Information. Recipient also responsible for all costs incurred by the Energy Commission due to a Security Incident resulting from the same failure of a subcontractor, lower tier of subcontractor, project partner, match funder or any other entity or person who received Confidential Information under this Agreement.
6. Subcontracts and Others with Access to Confidential Information. In order that all subcontractors, subawardees, vendors, project partners, and others with access to Confidential information are liable to the Energy Commission for costs as detailed in subsection J.5, above, Recipient must include a provision indicating the Energy Commission is a third-party beneficiary to all such agreements.

K. Additional Requirements for Personal Information.

1. Possession, Handling, or Use of Personal Information. If Recipient possesses, handles or uses Personal Information during the course of this Agreement, Recipient agrees to comply with the provisions of the Information Practices Act in Civil Code Section 1798 et seq., the California State Administrative Manual chapter 5300 as if Recipient were an "agency" for its work under the Agreement, and any other applicable law. This includes but is not limited to complying with the following:
 - a. Maintaining only Personal Information relevant and necessary for the purposes of this Agreement in accordance with Civil Code Section 1798.14.
 - b. Maintaining the source or sources of Personal Information in accordance with Civil Code Section 1798.16.
 - c. Providing notice on or with any form used to collect personal information from individuals in accordance with Civil Code Section 1798.17.
 - d. Establishing appropriate and reasonable administrative, technical, and physical safeguards to ensure compliance with the Information Practices Act, to ensure the security and confidentiality of records, and to protect against anticipated threats or hazards to their security or integrity which could result in any injury in accordance with Civil Code Section 1798.21.
2. Notification. If there is a Security Incident that results in the loss of Personal Information in Recipient's possession, Recipient must comply with the notice requirements in Civil Code Section 1798.29 and California State Administrative Manual chapter 5300. Recipient must, at its sole expense, provide required notices and any other mitigation efforts, with the Energy Commission's written approval. The Energy Commission reserves the right to provide the required notices and any other mitigation efforts.
3. Rights. Recipient has no ownership, license, or other rights in Personal Information or in any form in which it is used (e.g., Products). In this regard, the Personal Information is not treated like Data, Products, Intellectual Property, or other provisions in the Agreement that may indicate Recipient has ownership, license, or other rights.

4. Costs. In addition to any other rights and remedies available to the Energy Commission, Recipient is responsible for, and must promptly pay to the Energy Commission, all costs, fees, and any other type of expense incurred by the Energy Commission due to a Security Incident resulting from the failure of Recipient to perform, or the intentional, unintentional, negligent, inappropriate or unauthorized acts of Recipient's personnel, that results in an unauthorized Disclosure, release, access, review, or destruction; or loss, theft or misuse of Personal Information provided to Recipient. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the Security Incident causing loss of Personal Information. Recipient is also responsible for all costs incurred by the Energy Commission due to a Security Incident resulting from the same failure of a subcontractor, lower tier of subcontractor, project partner, match funder or any other entity or person who received Personal Information under this Agreement.
 5. Subcontracts and Others with Access to Personal Information. In order that subcontractors, subawardees, vendors, project partners, and others with access to Personal information are liable to the Energy Commission for costs as detailed in subsection K.4, above, Recipient must include a provision indicating the Energy Commission is a third-party beneficiary to all such agreements.
- L. End of the Agreement.** When this Agreement ends for any reason, including termination, or sooner if Recipient's work with the Confidential Information or Personal Information has concluded, Recipient must securely destroy all Confidential Information and Personal Information and ensure that each entity with individuals that received Confidential Information or Personal Information does the same. Recipient must not attempt to reuse or distribute Confidential Information or Personal Information after destruction. Recipient must provide written verification to the Energy Commission that all Confidential Information and Personal Information has been properly destroyed, including the date and method of destruction.
- M. Audit.** Recipient must maintain books, records, documents, and other evidence, sufficient to reflect that Recipient properly followed all requirements related to these special terms and conditions for a minimum of three years after final payment, unless a longer period of records retention is stipulated. The Energy Commission, other state agencies, and agents designated by the Energy Commission have the right to review, copy and audit Recipient's records related to Confidential Information and Personal Information at all reasonable times, with prior notice by the Energy Commission. Recipient agrees to provide auditors access to such records during normal business hours and to allow interviews of any individual employees who might reasonably have information related to such records.
- N. Public Records Act Request.** Recipient must work cooperatively with the Energy Commission to respond timely and accurately to Public Records Act requests the Energy Commission receives about Recipient's activities and related Confidential Information or Personal Information under this Agreement.
- O. Termination.** Recipient understands and agrees that in addition to any other rights and remedies available to the Energy Commission, any unauthorized release of Confidential Information or Personal Information, or disregard for appropriate security protocols that could result in Confidential Information or Personal Information being released may result in the Energy Commission's termination of this Agreement.

- P. Amendment.** Recipient and the Energy Commission acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of these special terms and conditions may be required to provide for procedures to ensure compliance with such laws. Recipient and the Energy Commission specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of Confidential Information and Personal Information.

Appendix 1

List of Confidential Information and Personal Information

The following is a general description of Confidential Information and Personal Information that the Energy Commission anticipates it will provide to Recipient, or that Recipient will obtain from a third party, such as a subrecipient.

The Recipient through its Subcontractors and Vendors might collect sensitive information directly from active and prospective program participants such as name, address, contact information, income level, utility account information, and historical energy consumption data. The Recipient will then submit that information and other project data to the Energy Commission as specified in the Scope of Work or by the Commission Agreement Manager.

Exhibit D

Special Terms and Conditions

1. *INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP*

The Recipient shall immediately, but no later than five days, notify the CEC if the Recipient, the Recipient's parent, a subrecipient, a vendor, or a site host is planning for any of the following events: (1) the entity's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act or similar applicable law; (2) the entity's consent to the institution of an involuntary case under the Bankruptcy Act or similar applicable law; (3) the filing, or planning of filing, of any similar proceeding for or against the entity, or the entity's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the entity, under any other applicable law; or (4) the entity's insolvency due to its inability to pay debts generally as they become due.

Such notification shall be in writing and shall: (1) specifically set out the details of the occurrence of the event; (2) provide the facts surrounding that event; and (3) provide the impact such event will have on the project being funded by this Agreement.

Upon the occurrence of any of the four events described above, the CEC reserves the right to conduct a review of the Agreement to determine the Recipient's compliance with the required elements of the Agreement (including such items as match share, progress towards technical project objectives, and submission of required products). If the CEC review determines that there are significant deficiencies or concerns with the Recipient's performance under the Agreement, the CEC reserves the right to impose additional requirements, as needed, including (1) change of payment method; or (2) institute payment controls.

Failure of the Recipient to comply with this term may be considered a material noncompliance of this Agreement.

Exhibit E
CONTACT LIST

California Energy Commission	Applicant
<p>Commission Agreement Manager:</p> <p>Adam Lokar California Energy Commission 715 P Street Sacramento, CA 95814 Phone: (916) 246-8335 e-mail: adam.lokar@energy.ca.gov</p>	<p>Project Manager:</p> <p>Gabrielle Stebbins Center for Sustainable Energy 3980 Sherman Street, Suite 170 San Diego, CA 92110 Phone: (858) 634-9893 Ext=665 e-mail: gabrielle.stebbins@energycenter.org</p>
<p>Commission Agreement Officer:</p> <p>Laura Williams California Energy Commission 715 P Street Sacramento, CA 95814 e-mail: Laura.williams@energy.ca.gov</p>	<p>Administrator:</p> <p>Karen Glitman Center for Sustainable Energy 3980 Sherman Street, Suite 170 San Diego, CA 92110 Phone: (857) 702-8527 Ext=558 e-mail: karen.glitman@energycenter.org</p>
<p>Invoices, Progress Reports and Non-Confidential Deliverables to:</p> <p>California Energy Commission Accounting Officer 715 P Street MS-2 Sacramento, CA 95814 Email PDF of Payment Request invoice packet to: invoices@energy.ca.gov</p>	<p>Accounting Officer:</p> <p>Vlad Ulitovskyy Center for Sustainable Energy 3980 Sherman Street, Suite 170 San Diego, CA 92110 Phone: (858) 428-1013 Ext=379 e-mail: volodymyr.ulitovskyy@energycenter.org</p>
<p>Legal Notices:</p> <p>Gordon Kashiwagi, Federal Manager California Energy Commission 715 P Street, MS-18 Sacramento, CA 95814 e-mail: gordon.kashiwagi@energy.ca.gov</p>	<p>Awardee Legal Notices:</p> <p>Anthony Wills Center for Sustainable Energy 3980 Sherman Street, Suite 170 San Diego, CA 92110 Phone: (858) 634-0935 e-mail: anthony.wills@energycenter.org</p>