

*RETROFIT BAY AREA*  
SUBAWARDEE AGREEMENT  
- BASE DOCUMENT -

This Subawardee Agreement is made and entered into as of the Effective Date by and between the Association of Bay Area Governments (ABAG), a joint powers agency (ABAG) and the County of Marin, a general law county (Subawardee).

RECITALS

A. In October 2009, the California Energy Commission (Energy Commission) issued a Request for Proposals (RFP #400-09-403) for the California Comprehensive Residential Building Retrofit Program, one of the four program elements eligible for ARRA SEP funding under the Energy Commission's *State Energy Program Guidelines* adopted by the Energy Commission on September 30, 2009;

B. On or about December 21, 2009, the Association of Bay Area Governments (ABAG) timely submitted on behalf of itself and eight partner agencies a proposal titled *Retrofit Bay Area: Comprehensive Residential Building Retrofit Program* (Proposal);

C. The Proposal names a consortium of eight other entities representing subregions in the San Francisco Bay Area – the Counties of Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, Solano, Sonoma, and StopWaste.Org (representing the County of Alameda and the fourteen cities therein) as subcontractors (subsequently renamed Subawardees). The Proposal designates ABAG as the prime contractor (subsequently renamed Contractor);

D. On February 10, 2010, the Energy Commission issued a Notice of Award stating that ABAG had been awarded grant funds in the amount of Ten Million Seven Hundred-fifty Thousand Dollars (\$10,750,000) (Award) to implement the comprehensive residential building retrofit program described in the Proposal (Retrofit Bay Area Program);

E. Effective May 26, 2010, ABAG accepted the Award for itself and on behalf of all eight subawardees and entered into Standard Agreement No. 400-09-021 with the Energy Commission;

F. ABAG and this Subawardee desire to establish and/or acknowledge the governing rules, regulations, terms and conditions for Subawardee's participation in the Program.

NOW THEREFORE, based upon the foregoing recitals, ABAG and Subawardee further agree as follows:

1.0 APPLICABLE DOCUMENTS

1.1 The following are attached hereto and incorporated herein by this reference:

- 1.1.1 Exhibit 1 Subawardee Scope of Work
- 1.1.2 Exhibit 2 Standard Agreement No. 400-09-021 (SA)
- 1.1.3 Exhibit 3 SA – Exhibit A, ‘Scope of Work’ [between ABAG and CEC]
- 1.1.4 Exhibit 4 SA – Exhibit B, ‘Budget Detail and Payment Provisions’
- 1.1.5 Exhibit 5 SA – Exhibit B, ‘Exhibit A Attachment A-1 Schedule of Deliverables and Dues Dates’
- 1.1.6 Exhibit 6 SA – Exhibit C, ‘General Terms and Conditions’
- 1.1.7 Exhibit 7 SA – Exhibit D, ‘Special Terms and Conditions’
- 1.1.8 Exhibit 8 SA – Exhibit E, ‘Federal Provisions – ARRA’
- 1.1.9 Exhibit 9 SA – Exhibit E, ‘Attachment 1 Assurance of Compliance’
- 1.1.10 Exhibit 10 SA – Exhibit E, ‘Attachment 2 Certifications Regarding Lobbying and Debarment, Suspension, and Other Responsibility Matters’
- 1.1.11 Exhibit 11 SA – Exhibit E, ‘Attachment 3 Standard Form LLL Disclosure of Lobbying Activities’
- 1.1.12 Exhibit 12 SA – Exhibit E, ‘Attachment 4 National Policy Assurances’
- 1.1.13 Exhibit 13 SA – Exhibit E, ‘Attachment 5 Federal Intellectual Property Provisions’
- 1.1.14 Exhibit 14 SA – Exhibit E, ‘Attachment 6 Project Type Metrics’
- 1.1.15 Exhibit 15 SA – Exhibit E, ‘Attachment 7 Exhibit E Vendor Flow-Down Provisions’
- 1.1.16 Exhibit 16 SA – Contractor Certification Clauses

1.2 The Subawardee Agreement is the complete and exclusive statement of understanding between ABAG and the Subawardee, and supersedes any all previous understandings or agreements, whether written or oral, and all communications between the parties relating to the subject matter of this Subawardee Agreement.

## 2.0 USAGE OF TERMS

For convenience, this document assigns shortened or generic names to entities, other documents and concepts by use of a protocol that inserts the shortened or generic name with the initial letter(s) capitalized and in parenthesis immediately following the first use of the referent. Below is the protocol for use for terms with initial letter(s) capitalized in this document:

- 2.1 'Base Document' is this document.
- 2.2 'Contractor' is the term that refers to ABAG in the Grant Agreement and is used in this Base Document to refer to ABAG's duties and responsibilities in the Grant Agreement.
- 2.2 'Grant Agreement' consists of the documents listed in section 1.0.
- 2.3 'Subawardee Agreement' is the Base Document with the Grant Agreement incorporated in the Base Document.
- 2.4 'Subaward Amount' is the amount actually disbursed to Subawardee under the Subawardee Agreement.

## 3.0 TERM OF AGREEMENT

This Subawardee Agreement shall commence as of date it is approved by the Energy Commission (Effective Date) and continue until March 31, 2012, or until terminated by the Energy Commission pursuant to the terms of this Subaward Agreement.

## 4.0 SUBAWARD AMOUNT

- 4.1 The maximum amount to be funded by the Energy Commission and disbursed through ABAG to Subawardee shall be Two Hundred Seventy-three Thousand Four Hundred Sixty-three Dollars (\$273,463) (Maximum Subaward Amount).
- 4.2 The Maximum Subaward Amount includes Subawardee's administrative costs and expenses.

## 5.0 ABAG OBLIGATIONS

5.1 ABAG shall be the program lead and fiscal agent for the *Retrofit Bay Area* program to be implemented in the San Francisco Bay Area. ABAG shall disburse CEC Award funds as required or permitted by the Grant Agreement. Notwithstanding the foregoing, ABAG is not obligated to disburse any funds to

Subawardee unless and until such are authorized and disbursed from CEC to ABAG.

5.2 ABAG shall coordinate the activities of all subawardees, including this Subawardee, in accordance with Tasks 1 and 2, and subtasks within those tasks, all as set forth in Exhibit 1.

5.2.1 ABAG shall promptly notify Subawardee of any notices given or actions taken by the Energy Commission pursuant to sections 4.I, 4.J or 4.K of Exhibit 7 if such notices or actions are likely to affect Subawardees performance, duties, obligations or funding under this Subaward Agreement. To the extent practicable, ABAG shall consult with Subawardee in carrying out ABAG's responsibilities under the above-referenced sections.

## 6.0 SUBAWARDEE OBLIGATIONS

6.1 Subawardee is, and at all times shall continue to be, in full compliance with the terms and conditions in the Grant Agreement that are applicable to it. Subawardee understands and agrees that for purposes of the foregoing, any requirements imposed upon ABAG as Contractor in the Grant Agreement are hereby passed-through and adopted as obligations of Subawardee to the extent required under the Grant Agreement and to the maximum extent permitted by law.

6.1.1 Without limiting the foregoing 6.1, Subawardee shall comply with the scope of any and all authorizations, limitations, exclusions, and/or exceptions for use of the Subaward Amount; and

6.1.2 Without limiting the foregoing 6.1, Subawardee shall submit timely reports to ABAG and/or Energy Commission as required by the Energy Commission, including but not limited to progress reports (monthly and final), special status reports, financial reporting, commitment of leverage funds, permitting and CEQA compliance reports, prevailing wage determinations (if applicable), historic preservation consultation package and Waste Management Plan.

6.2 Subawardee shall carry out all the tasks set forth in Exhibit 1 as it may be amended or modified. Subawardee shall carry out all tasks in accordance with the Grant Agreement, including without limitation, Exhibits 4 and 5.

6.2.1 Subawardee acknowledges that pursuant to section 4.I, 4.J and 4.K of Exhibit 7, the Energy Commission has the right to modify tasks and budgets and to approve changes in personnel, subawardees and vendors through ABAG. Subawardee shall comply with any requirements imposed as a result of the Energy Commissions exercise of such rights.

6.3 Subawardee shall not cause ABAG to be in violation of the Grant Agreement, whether by act or omission.

6.4 Subawardee shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time. Any such laws, rules, regulations, ordinances, and directives required thereby to be included in this Subaward Agreement are incorporated herein by reference.

## 7.0 INDEMNIFICATION AND INELIGIBLE CLAIMS

7.1 Notwithstanding any provision to the contrary, whether expressly or by implication, Subawardee agrees to indemnify, defend, and hold harmless the Energy Commission, ABAG, its members (excepting this Subawardee), and their respective elected and appointed officers, employees, and agents from and against any and all liability resulting from Subawardee's act(s) and/or omission(s) arising from and/or relating to the Grant Agreement or this Subaward Agreement, and as such would be imposed in the absence of *Government Code* section 895.2.

7.1.2 Without limiting the scope of section 7.1, such liability includes but is not limited to the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including attorney, auditor, and/or expert witness fees.

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

## 8.0 TERMINATION

8.1 Subawardee acknowledges that pursuant to section 13 of Exhibit 7, the Energy Commission has the right to terminate the Grant Agreement in accordance with its terms.

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

## 9.0 NOTICES AND ADMINISTRATIVE CONTACTS

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

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

Gerald Lahr, Principal Investigator  
Association of Bay Area Governments  
P. O. Box 2050  
Oakland, CA 94604-2050  
JerryL@abag.ca.gov

9.3 All notices or notifications to the Subawardee shall be sent to:

Dana Armanino, Planner  
Marin County Community Development Agency  
3501 Civic Center Drive, Rm 308  
San Rafael, CA 94903  
[darmanino@co.marin.ca.us](mailto:darmanino@co.marin.ca.us)

#### 10.0 AMENDMENTS AND CHANGES

Except for changes described in sections 5.2.1 and 6.2.1, this Subawardee Agreement may be changed only by a written amendment duly signed by ABAG and Subawardee.

#### 11.0 ASSIGNMENT AND DELEGATION

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

#### 12.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. Subawardee further agrees and consents that the venue of any action brought between Subawardee and ABAG shall be exclusively in the County of Alameda.

#### 13.0 VALIDITY AND SEVERABILITY

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

#### 14.0 NO WAIVER

No waiver by ABAG of any event of breach and/or breach of any provision of this Subawardee Agreement shall constitute a waiver of any other event of breach and/or breach. ABAG's non-enforcement at any time, or from time to time, of any

provision of this Subawardee Agreement shall not be construed as a waiver thereof.

#### 15.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

15.2 Subawardee agrees that ABAG, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Subawardee Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Subawardee and shall be made available to ABAG during the term of this Subawardee Agreement and for a period of five (5) years thereafter unless ABAG's written permission is given to dispose of any such material prior to such time.

15.3 Subawardee shall deliver all materials described in this section 15 and specified by ABAG to a location to be determined by ABAG. Subawardee shall bear its own costs and expenses in this regard.

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

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

#### 16.0 AUTHORIZATION WARRANTY

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

END OF BASE DOCUMENT  
SIGNATURE PAGE TO FOLLOW

*RETROFIT BAY AREA*  
SUBAWARDEE AGREEMENT

\* \* \* \* \*

AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, Subawardee has duly executed this Agreement, or caused it to be duly executed, and ABAG, under the authorization of its Executive, has caused this Agreement to be duly executed on its behalf by the Executive Director, or his designee.

County of Marin

By \_\_\_\_\_

\_\_\_\_\_  
Name, Title

APPROVED AS TO FORM:

By \_\_\_\_\_

Association of Bay Area Governments

By \_\_\_\_\_  
Henry L. Gardner, Executive Director

APPROVED AS TO FORM:

By \_\_\_\_\_  
Kenneth K. Moy, Legal Counsel



EXHIBIT 1  
SCOPE OF WORK  
for  
COUNTY OF MARIN

## **RETROFIT BAY AREA – COUNTY OF MARIN SCOPE OF WORK (SOW)**

### **1. ADMINISTRATION**

#### **Task 1.1. Attend Kick-Off Meeting**

1.1.1. County Sustainability Team staff shall attend kick-off meeting and participate in all pre-meeting conference calls.

1.1.1.1. Deliverable: Attendance at meeting

1.1.1.2. Due Date: Ten working days after execution of ABAG’s contract with the CEC

1.1.1.3. Budget: \$2,861

**Task 1.2. Intentionally left blank. Not applicable.**

**Task 1.3. Intentionally left blank. Not applicable.**

#### **Task 1.4. Monthly Progress Reports**

1.4.1. County staff will prepare and submit monthly progress reports to document progress toward project objectives. Reports will summarize all contract activities conducted for the reporting period, including an assessment of the ability to complete the contract within the current budget and schedule. All reports will be consistent with Energy Commission and ARRA reporting requirements. Monthly progress reports will be accompanied by financial reports and invoices for all contract expenses incurred during the prior reporting period.

1.4.2. The County will provide all necessary information for the reporting requirements under section 1512 of ARRA and Exhibit E, “Federal Provisions Incorporated by Reference, Special Provisions Governing Work Funded under the American Recovery and Reinvestment Act of 2009 (ARRA), and General Federal Provisions.”

1.4.2.1. Deliverable: Monthly progress reports

1.4.2.2. Due Date: 20 working days after end of reporting period; monthly ARRA reporting: 3 days after end of reporting period.

1.4.2.3. Budget: \$ 9,800

#### **Task 1.5. Final Report**

1.5.1. County shall collaborate with ABAG and its subcontractors to prepare a final report that covers all elements required by the CEC. The Final Report will be a

comprehensive written document that describes the original purpose, approach, results, and conclusions of the work done under this contract.

1.5.1.1. Deliverable: Draft Report and Final Report

1.5.1.2. Due Date: Draft final report — February 29, 2012; Final report — March 16, 2012.

1.5.1.3. Budget: \$ 3,500

**Task 1.6. Identify and Obtain Leverage Funds**

1.6.1. Provide a letter for submittal to the CCM regarding leverage funds that are reduced or not obtained as committed.

1.6.1.1. Deliverable: Letter that Leverage Funds were reduced (if applicable).

1.6.1.2. Due Date: Five working days in advance of each Critical Program Review.

1.6.1.3. Budget: \$ 0

**Task 1.7. Identify and Obtain Permits and CEQA Review**

1.7.1. Prepare a letter documenting the permits required to conduct this Agreement, or provide a statement that no permits are required. If during the course of the Agreement additional permits become necessary, then provide appropriate information on each permit.

1.7.2. As permits are obtained (including air quality), send a copy of each approved permit to the ABAG program manager.

1.7.3. Submit copies of any documents prepared pursuant to CEQA to the ABAG program manager.

1.7.3.1. Deliverable: Task 1.7.1 — Letter documenting the permits or stating no permits are required; Task 1.7.2 — Updated list of permits and schedule for obtaining permits as it changes during the term of the Agreement; Task 1.7.3 — Copy of each approved permit and documents prepared pursuant to CEQA.

1.7.3.2. Due Date: Task 1.7.1 — Two working days prior to kick-off meeting; Task 1.7.2 — As part of Monthly Progress Reports; Task 1.7.3 — Two working days prior to kick-off meeting and as part of Monthly Progress Reports:

1.7.3.3. Budget: \$ 0

**Task 1.8. Prevailing Wage Determinations and Weekly Certified Payrolls (applicable only if Subawardee will perform installation work)**

The goal of this task is to ensure that the Subawardee and subcontractors pay prevailing wage rates and submit weekly certified payrolls for all workers that

perform labor and mechanic work to achieve the goals and objectives of this agreement. This requirement applies to subcontracts paid for entirely with cost share funds.

- 1.8.1. Submit to ABAG a copy of applicable wage determinations for any and all labor and mechanic work that will be performed to achieve the goals and objectives of this Agreement (including any subcontract) within thirty (30) days of execution of this Agreement. If subcontractors will perform labor and mechanic work, the Subawardee must submit a copy of applicable wage determinations to ABAG within thirty (30) days of execution of the subcontracts.
- 1.8.2. Submit to ABAG on a weekly basis a copy of all certified payrolls by the Subawardee and subcontractors of any tier performing labor and mechanic work to achieve the objectives of this Agreement.
  - 1.8.2.1. Deliverable: Copies of applicable wage determinations; Weekly certified payrolls.
  - 1.8.2.2. Due Date: Wage determinations: 30 days after contract signing; certified payrolls: weekly.
  - 1.8.2.3. Budget: \$ 0

**Task 1.9. Historic Preservation Consultation**

The goal of this task is to ensure that the Subawardee complies with the requirements of Section 106 of the National Historic Preservation Act (NHPA) prior to expenditure of SEP funds under this agreement to alter any structure or site. The Energy Commission has executed a Programmatic Agreement with the California State Historic Preservation Officer (SHPO) to streamline the Section 106 consultation process. Under the Programmatic Agreement, the Energy Commission will evaluate projects to determine whether they are categorically excluded from the SHPO's direct review and consultation.

- 1.9.1. Notify ABAG and consult with the Energy Commission (and with the SHPO and the Tribal Historic Preservation Officer, if applicable) to ensure that the proposed project(s) will have no adverse effects on historic resources.
- 1.9.2. Prepare a Consultation Package as specified by the Energy Commission no later than thirty (30) days after the execution of the Agreement or the identification of the project structure(s) or site(s) to be retrofitted under the Agreement, whichever is later. The Energy Commission may specify an earlier time for submittal of the Consultation Package if retrofit work is expected to begin within less than thirty (30) days of project identification.
  - 1.9.2.1. Deliverable: Consultation package.
  - 1.9.2.2. Due Date: 30 days after the identification of the effected projects.
  - 1.9.2.3. Budget: \$ 0

**Task 1.10. Waste Management Plan**

The goal of this task is to ensure that the Subawardee submits a Waste Management Plan to ABAG and the Energy Commission Contract Manager (CCM) prior to the expenditure of SEP funds under this Agreement on proposed project activities that may generate any sanitary or hazardous waste. The Waste Management Plan must describe the Subawardee's plan to dispose of any sanitary or hazardous waste generated by any proposed project activities. Sanitary and hazardous waste includes, but is not limited to : construction and demolition debris, old light bulbs, fluorescent ballasts and lamps, piping, roofing material, discarded equipment, debris, and asbestos. The Waste Management Plan must also describe the categories and estimated volumes of waste that the Subawardee anticipates will be generated by any proposed project activities, and the disposal path for each category of waste.

The plan must comply with all federal, state, and local laws and regulations governing waste disposal.

1.10.1. Submit to ABAG and the CCM a Waste Management Plan for each project no later than thirty (30) days after execution of the Agreement of the identification of any projects that may generate waste, whichever is later. The Energy Commission may specify an earlier time for submittal of the Waste Management Plan if retrofit work is expected to begin within less than thirty (30) days of project identification.

1.10.1.1. Deliverable: Waste Management Plan.

1.10.1.2. Due Date: Thirty (30) days after identification of effected projects.

1.10.1.3. Budget: \$ 0

#### **Task 1.11. Electronic File Format**

1.11.1. The goal of this task is to unify the formats of electronic data and documents provided to ABAG and the Energy Commission.

1.11.2. The county shall deliver document to ABAG and the CCM in the following formats:

- Data sets shall be in Microsoft (MS) Access or MS Excel file format.
- PC-based test documents shall be in MS Word file format.
- Documents intended for public distribution shall be in PDF file format, with the native file format provided as well.
- Project management documents shall be in MS Project file format.

1.11.3. Exemptions to the electronic file format must be requested in writing.

1.11.3.1. Deliverable: Task 1.8 — A letter requesting exemption from the Electronic File Format (if applicable)..

1.11.3.2. Due Date: Task 1.8 — 90 days before deliverable is submitted.

1.11.3.3. Budget: \$ 0

**Task 1.12. Intentionally left blank. Not applicable.**

**Task 1.13. Conduct Local PAC Meetings**

1.13.1. Marin County will designate a representative and an alternate to participate in the regional Program Advisory Committee.

1.13.2. County shall leverage two existing groups to establish a participant advisory committee, the Marin Climate and Energy Partnership (MCEP) and the Marin Green Building Energy Retrofit and Solar Transformation (BERST) Technical Advisory Committee. The MCEP was created in 2008 to assist local government with their climate change initiatives and includes representation from all 11 of Marin's cities and towns and the County.

The BERST group was started in 2009 to develop a consistent green building ordinance that all of Marin's cities and towns could adopt locally. The Technical Advisory Committee (TAC) consists of representatives from the following groups: building officials, contractors, energy professionals, realtors, conservations groups and utilities. The BERST TAC will be both educational and interactive. Information about the retrofit program will be presented and BERST TAC members will be asked to comment on the regional and local marketing programs. BERST TAC members will also be offered the opportunity to participate in community education and outreach activities if they are interested.

1.13.2.1. Deliverable: Task 1.10.1 - Letter of commitment and contact information for designated representative and alternate. Task 1.10.2 - List of MCEP and BERST TAC members. Participation in monthly meetings of the MCEP. The BERST TAC will meet after the local contract is signed and as needed by the program.

1.13.2.2. Task 1.10.1 - Thirty days after ABAG's execution of contract with CEC.

1.13.2.3. Budget: \$ 4,302

## **2. TECHNICAL TASKS – PROGRAM DELIVERY**

**Task 2.1. Program Management – Implementation Plan & Risk Management**

2.1.1. County shall assist regional PAC with development of implementation plan. County shall work with MCEP and BERST TAC to identify local priorities for program implementation and will transit this information to the lead agency for inclusion in the regional framework and implementation plan. County shall continuously monitor local program activities to track implementation success and challenges. County will work with regional PAC to adjust program implementation as needed to address local and regional challenges and ensure program success.

2.1.2. County shall submit a Memorandum of Understanding (MOU) with appropriate program partners as applicable (including workforce development and building association partners).

2.1.2.1. Deliverables: Regional implementation plan and MOU.

2.1.2.2. 60 days after ABAG's contract execution with the CEC.

2.1.2.3. Budget: \$ 6,580

## **Task 2.2. Workforce Development**

2.2.1. Building on the regional workforce development plan drafted by ABAG, County staff will prepare a local workforce development plan with input from the MCEP, BERST TAC and members of the County Workforce Investment Board. The plan will identify the training needs of the local contractor community and outline an outreach and education plan to both reach out to the contractor community and properly prepare them to participate in the retrofit program.

The County has established relationships with many of the local contractors through its Green Building and Green Business Programs and through an established relationship with the Marin Builders Association (a certified Marin Green Business and a member of the BERST TAC). Additionally, the County is working with the Marin Workforce Investment Board as they operate their Green Regional Education & Employment in the Northbay (GREEN) program. Using these initial contacts and relationships, the County will build an outreach list of contractors that would be interested in energy efficiency training and work. The BERST TAC will also assist in growing the list of interested contractors through their own contacts and with ideas for existing events and outreach channels that can be leveraged.

2.2.1.1. Deliverable: Workforce Development Plan, master list of contractors and inventory of outreach efforts (events attended, materials distributed)

2.2.1.2. Submitted as part of Implementation Plan.

2.2.1.3. Budget: \$ 13,720

## **Task 2.3. Participant Recruitment**

2.3.1. The County has identified several stakeholder groups that it will engage in the program outreach efforts. However, it will also work with the MCEP and BERST TAC to identify additional stakeholder groups through which a successful participant outreach campaign can be achieved. Examples of established stakeholder groups include the Marin Workforce Investment Board, Marin Builders Association, Marin Realtors Association, Rising Sun Energy Center (implementers of Marin's Tier 1 residential energy efficiency program, the CA Youth Energy Services Program), Marin Conservation League, Marin Green Building Program and local building officials and planners.

The County, with input from MCEP and the TAC will develop and implement a plan for effective communication with and through the stakeholder groups, including but not limited to presentations, workshops, training classes, newsletters, flyers and development of case study examples.

In collaboration with the WIB and the Marin Builders Association, the county will host training and education events for contractors at convenient locations throughout the County. The training curriculum will be determined by the training requirements established by the lead agency. The events will be partially to fully subsidized depending on enrollment to build a certified contractor pool throughout the County.

2.3.1.1. Deliverable: Stakeholder outreach plan, list of identified stakeholders, and inventory of outreach efforts (events, newsletters and meetings). Contractor outreach and training schedule and training event attendance lists.

2.3.1.2. Due Date: All activities reported as part of the monthly reporting process.

2.3.1.3. Budget: \$102,000

**Task 2.4. Retrofit Installations.**

2.4.1. County shall work with Regional staff to ensure that retrofits are installed in Marin to ensure that the regional program achieves its installation goals. Staff will track projects through retrofit process to ensure that residents are accessing resources and progressing through various phases of retrofit process (i.e., initial contact, audit, follow-up, measure installation). County staff will identify potential barriers to project completion that may hinder retrofit process. If possible, staff will work with regional staff and, where necessary local agencies, to remove barriers.

2.4.1.1. Deliverable: Installation activities to be included in monthly reports

2.4.1.2. Due Date: All activities reported as part of the monthly reporting process.

2.4.1.3. Budget: \$14,300

**Task 2.5. Quality Assurance**

2.5.1. County staff will review and be familiar with all the quality assurance processes and procedures established by the lead agency.

2.5.1.1. Deliverable: Report of QA issues and activities.

2.5.1.2. Due Date: All activities reported as part of the monthly reporting process.

2.5.1.3. Budget: \$5,520

**Task 2.6. Intentionally left blank. Not applicable.**

**Task 2.7. Marketing and Outreach**



- 2.7.1. County staff will participate in the regional marketing research and branding activities and the development of the regional marketing plan. County staff will also work with local marketing company to identify specific outreach activities that would compliment the regional plan and reach a local audience that would be most likely to participate in retrofit program.

County staff and marketing team will produce local marketing materials that were adapted from the regional templates in Task 7.1. Outreach activities will include production of local materials for distribution through various channels including but not limited to city/town offices, events, stakeholder groups and possibly via direct mail depending on results of marketing plan. Outreach efforts will also include local advertisements in local newspapers, transit boards/buses and additional avenues identified in marketing plan.

County staff will work with city/county IT staff to link local agency websites to the regional retrofit program website. We will also offer links to contractors and community groups, homeowner associations and other groups interested in the program.

County staff will also work with the Marin Realtor Association and local realtors and other groups to promote the added value of residential retrofitting.

- 2.7.1.1. Deliverable: Adapted regional marketing material and local outreach plan.  
Local marketing materials and tracking of outreach efforts including advertisements, material distribution and event attendance.

- 2.7.1.2. Due Date: Local marketing plan submitted with Implementation Plan;  
marketing materials and outreach efforts reported with Monthly Reports.

- 2.7.1.3. Budget: \$58,140

## **Task 2.8. Public Policy Support**

- 2.8.1. In 2009, the BERST group developed a draft green building ordinance and a Energy Retrofit Program Strategic Plan. County staff will work with BERST and MCEP members to update the Strategic Plan to reflect Bay Retrofit resources, protocols and lessons learned. The updated Strategic Plan will also include recommended policies developed at the regional level and adapted for use by Marin local governments.

County staff will have periodic meetings and briefings with local government staff and with various stakeholder groups to keep them up to date on regional and local program progress. Briefings could include briefings/presentations to local government sustainability advisory committees.

County staff will also offer to formal presentations on the program, results and policy recommendations from the Strategic Plan to all 11 city and town councils and the County Board of Supervisors.

2.8.1.1. Deliverable: Updated Marin Energy Efficiency Strategic Plan, presentations, as requested, to city/town councils and County Board of Supervisors

2.8.1.2. Due Date: All activities reported as part of the monthly reporting process.

2.8.1.3. Budget: \$52,740

EXHIBIT 2

STANDARD AGREEMENT No. 400-09-021 (SA)

between

ASSOCIATION OF BAY AREA GOVERNMENTS

and

STATE ENERGY RESOURCES CONSERVATION AND  
DEVELOPMENT COMMISSION

**STANDARD AGREEMENT**

STD. 213 (NEW 06/03)

AGREEMENT NUMBER <b>400-09-021</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below  
 STATE AGENCY'S NAME  
**State Energy Resources Conservation and Development Commission (Energy Commission)**  
 CONTRACTOR'S NAME  
**Association of Bay Area Governments**
- The term of this Agreement is: **May 26, 2010 to March 31, 2012.** The effective date of this Agreement is either the start date or the approval date by the Dept. of General Services, whichever is later. No work shall commence until the effective date.
- The maximum amount of this Agreement is: **\$10,750,000**
- 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:

Exhibit A – Scope of Work Attachment Att A-1 Schedule	38 Pages
Exhibit B – Budget Detail and Payment Provision	50 Pages
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	26 Pages
Exhibit E – ARRA Federal Provisions Attachments 1-7, Federal Language	52 Pages
Exhibit F – Contacts	1 Page

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**


<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>Association of Bay Area Governments</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>8/25/10</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>State Energy Resources Conservation and Development Commission (Energy Commission)</b>		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Cheryl Raedel, Contracts Office Manager</b>		
ADDRESS <b>1516 Ninth Street, Sacramento, CA 95814</b>		

EXHIBIT 3

Standard Agreement No. 400-09-021

Exhibit A

“Scope of Work”

[between

Association of Bay Area Governments

and

State Energy Resources Conservation and Development  
Commission]

**Exhibit A  
SCOPE OF WORK**

**TECHNICAL TASK LIST**

<b>Task #</b>	<b>CPR</b>	<b>Task Name</b>
1	N/A	Administration
2		Program Delivery
2.1	x	Program Management
2.2	x	Workforce Development
2.3	x	Participant Recruitment
2.4	x	Retrofit Installations
2.5	x	Quality Assurance
2.6		Verification of Energy Savings
2.7	x	Marketing and Outreach
2.8		Public Policy Support

**KEY NAME LIST**

<b>Task #</b>	<b>Key Personnel</b>	<b>Key Subcontractor(s)</b>	<b>Key Partner(s)</b>
1	Gerald Lahr	Association of Bay Area Governments (ABAG)	
1	Wendy Sommer	StopWaste.Org (Alameda County)	Bevilacqua-Knight, Inc. (BKl)
1	Karen Kho	StopWaste.Org	
1	Dana Armanino	Marin County	
1	Dawn Weisz	Marin County	
1	Cal Broomhead	City & County of San Francisco	
1	Jill Boone	Santa Clara County	
1	Dave Brennan	Sonoma County Regional Climate Protection Authority (SCRCPA)	Climate Protection Campaign, BKl
1	Marie Taylor	Contra Costa County	
1	Peggy Jensen	San Mateo County	
1	Michael Cooper	Solano County	
2	Ray Manion	City & County of San Francisco	
2	Marie Taylor	Contra Costa County	
2	Peggy Jensen	San Mateo County	
2	Danielle Lee	San Mateo County	
2	Douglas Alfaro	San Mateo County	
2	Michael Cooper	Solano County	

<b>Task #</b>	<b>Key Personnel</b>	<b>Key Subcontractor(s)</b>	<b>Key Partner(s)</b>
2.1	Wendy Sommer	StopWaste.Org	
2.1	Karen Kho	StopWaste.Org	
2.1	Dana Armanino	Marin County	
2.1	Ray Manion	City & County of San Francisco	
2.1	Jill Boone	Santa Clara County	
2.1	Dave Brennan	SCRCPA	Climate Protection Campaign, BKi
2.1	Marie Taylor	Contra Costa County	
2.1	Danielle Lee	San Mateo County	
2.1	Douglas Alfaro	San Mateo County	
2.1	Michael Cooper	Solano County	
2.2	Karen Kho	StopWaste.Org	BKi, Build It Green, MIG
2.2	Dana Armanino	Marin County	
2.2	Omar Pena	Marin County	
2.2	Ray Manion	City & County of San Francisco	
2.2	Jill Boone	Santa Clara County	
2.2	Dave Brennan	SCRCPA	Climate Protection Campaign, BKi, Build It Green, Heschong-Mahone Group
2.2	Marie Taylor	Contra Costa County	
2.2	Peggy Jensen	San Mateo County	
2.2	Danielle Lee	San Mateo County	
2.2	Douglas Alfaro	San Mateo County	
2.2	Jeffery Liang	San Mateo County	
2.2	Mike O'Connell	San Mateo County	
2.2	Michael Cooper	Solano County	
2.3	Karen Kho	StopWaste.Org	BKi, Build It Green, Heschong Mahone Group, California Building Performance Contractors Association (CBPCA)
2.3	Heather Larson	StopWaste.Org	
2.3	Dana Armanino	Marin County	
2.3	Omar Pena	Marin County	
2.3	Ray Manion	City & County of San Francisco	
2.3	Jill Boone	Santa Clara County	
2.3	Dave Brennan	SCRCPA	BKi, Build It Green, CBPCA
2.3	Marie Taylor	Contra Costa County	

<b>Task #</b>	<b>Key Personnel</b>	<b>Key Subcontractor(s)</b>	<b>Key Partner(s)</b>
2.3	Douglas Alfaro	San Mateo County	
2.3	Jeffery Liang	San Mateo County	
2.3	Michael Cooper	Solano County	
2.4	Karen Kho	StopWaste.Org	BKi, Build It Green, Heschong Mahone Group, MIG
2.4	Heather Larson	StopWaste.Org	
2.4	Judi Ettlinger	StopWaste.Org	
2.4	Dana Armanino	Marin County	
2.4	Dawn Weisz	Marin County	
2.4	Omar Pena	Marin County	
2.4	Ray Manion	City & County of San Francisco	
2.4	Jill Boone	Santa Clara County	
2.4	Dave Brennan	SCRCPA	Climate Protection Campaign, Build It Green
2.4	Marie Taylor	Contra Costa County	
2.4	Douglas Alfaro	San Mateo County	
2.4	Jeffery Liang	San Mateo County	
2.4	Michael Cooper	Solano County	
2.5	Karen Kho	StopWaste.Org	BKi, Build It Green, Heschong Mahone Group, Renewable Funding
2.5	Heather Larson	StopWaste.Org	
2.5	Annie Henderson	Renewable Funding	
2.5	Dana Armanino	Marin County	
2.5	Omar Pena	Marin County	
2.5	Jill Boone	Santa Clara County	
2.5	Dave Brennan	SCRCPA	BKi, CBPCA, Renewable Funding, MIG
2.5	Marie Taylor	Contra Costa County	
2.5	Michael Cooper	Solano County	
2.6	Karen Kho	StopWaste.Org	BKi, Build It Green, Heschong Mahone Group
2.6	Heather Larson	StopWaste.Org	
2.6	Omar Pena	Marin County	
2.6	TBD	City & County of San Francisco	ICF Consulting, ARUP
2.6	Jill Boone	Santa Clara County	
2.6	Dave Brennan	SCRCPA	Climate Protection



Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
			Campaign, CBPCA, Renewable Funding
2.6	Marie Taylor	Contra Costa County	
2.6	Michael Cooper	Solano County	
2.7	Karen Kho	StopWaste.Org	Build It Green, Heschong Mahone Group
2.7	Heather Larson	StopWaste.Org	
2.7	TBD	City & County of San Francisco	ICF Consulting, ARUP
2.7	Jill Boone	Santa Clara County	
2.7	Dave Brennan	SCRCPA	BKi, CBPCA, Renewable Funding
2.7	Marie Taylor	Contra Costa County	
2.7	Michael Cooper	Solano County	
2.8	Wendy Sommer	StopWaste.Org	MIG, FM3, Jungle Communications, Allison & Partners, Underground Advertising
2.8	Judi Ettlinger	StopWaste.Org	
2.8	Dana Armanino	Marin County	
2.8	Dawn Weisz	Marin County	
2.8	Omar Pena	Marin County	
2.8	Ray Manion	City & County of San Francisco	
2.8	Jill Boone	Santa Clara County	
2.8	Dave Brennan	SCRCPA	Climate Protection Campaign, BKi, MIG
2.8	Marie Taylor	Contra Costa County	
2.8	Douglas Alfaro	San Mateo County	
2.8	Jeffery Liang	San Mateo County	
2.8	Michael Cooper	Solano County	

## ACRONYMS

Specific terms and acronyms used throughout this work statement are defined as follows:

Acronym	Definition
ARRA SEP	American Recovery and Reinvestment Act State Energy Program
CCM	Commission Contract Manager
COGs	Councils of Governments
CPR	Critical Project Review

Acronym	Definition
MLS	Multiple Listing Services
MOU	Memorandum of Understanding
PAC	Project Advisory Committee
PACE	Property Assessed Clean Energy financing
QA	Quality Assurance
UCC.1	Uniform Commercial Code (Financing Statement)

## DEFINITIONS

The following definitions apply throughout this Agreement:

“**Contractor**” means the entity that receives funding directly from the Energy Commission under this Agreement. The Contractor is defined as a “subrecipient” under Federal law (see Office of Management and Budget (OMB) Circular A-133, Subpart A, Section .105 and Subpart B, Section .210).

“**Subaward**” means an award made by the Contractor to a subawardee or vendor.

“**Subawardee**” means any entity other than a vendor that receives funding from the Contractor to carry out or support any portion of this Agreement.

“**Subcontractor**” means a subawardee or vendor.

“**Vendor**” means any entity defined as such by OMB Circular A-133 (see Subpart A, Section .105 and Subpart B, Section .210).

## Problem Statement

The Association of Bay Area Governments (ABAG) has partnered with eight counties and a highly qualified team of public and private partners to implement *Retrofit Bay Area*, a comprehensive community-scale building retrofit program. The assembled partners represent 103 local governments in California’s second most populous region and a diversity of program expertise that draws together leadership at the local, state, and national level. Our *Retrofit Bay Area* program will rapidly accelerate building energy retrofits across the region and achieve deep market penetration in focused neighborhoods. This program is designed to meet the economic and demographic diversity of the region that comprises nearly 20% of California’s population. *Retrofit Bay Area* will demonstrate an innovative and impactful program model that is highly transferrable, both statewide and nationally.

## Goals and Objectives of the Agreement

The goals of *Retrofit Bay Area* mirror those of the American Recovery and Reinvestment Act: (a) energy savings, (b) job creation/preservation, and (c) economic recovery. The proposed program will create jobs and stimulate the economy through a comprehensive program to implement energy retrofits in existing residential buildings.

To achieve these goals, *Retrofit Bay Area* has identified a set of three core program objectives that address the major barriers to market transformation and guide program design. These three objectives aim to spur comprehensive residential energy retrofits on a broad scale.

- Provide financing mechanisms, including both Property Assessed Clean Energy (PACE) financing (when not inhibited by FHFA) and alternative financing such as secured and unsecured loans, to address the high upfront cost of retrofits. *Retrofit Bay Area* will build on the region's existing investments into municipal financing programs and reduce or remove these barriers for a wide range of projects and population segments. Funding will not be used to directly fund municipal financing programs.
- Demonstrate more effective marketing and outreach methods to inform and motivate property owner participation. *Retrofit Bay Area* will bundle homeowner incentives (e.g., PACE when appropriate and other secured and unsecured financing, utility and local government rebates, tax credits, etc.) and employ an array of innovative outreach methods that reflect current behavioral science research; more effectively communicate current value propositions, and create new ones. Marketing and outreach messaging will strongly promote Tier 3 whole-house retrofits.
- Streamline participant, contractor, and administration processes to reduce the high transaction costs and build a quality green workforce. *Retrofit Bay Area* will use new cutting-edge data and decision software tools to reduce transaction costs for both contractors and the program. These innovations can contribute greatly to the growth and maturity of the building performance industry that will be capable of delivering building energy performance with strong momentum toward a mass scale at more reasonable cost.

*Retrofit Bay Area* will leverage this investment to ensure that program design, homeowner incentives, and contractor incentives all strongly encourage and promote whole-house (Tier 3) strategies and align with utility whole-house rebate programs. *Retrofit Bay Area* will focus resources on Tier 2 and Tier 3 approaches, consistent with the Energy Commission's policy objectives, utility program design, recommendations from the Home Energy Retrofit Coordinating Committee (HERCC), and Home Performance with Energy Star best practices.

*Retrofit Bay Area* will work collaboratively with the local jurisdictions, governmental agencies, and utilities to implement strict protocols that will assure consistent project quality, high performance, and verifiable results. Consistent standards will be applied to build consumer confidence and maximize customer satisfaction. To ensure both credibility and replicability, the program will align with existing standards and rating systems such as Home Performance with Energy Star (HPwES), HERCC, Home Energy Rating System (HERS I and II), GreenPoint Rated, and other reputable programs. *Retrofit Bay Area* is designed to be fully compliant with HPwES and all state, regional, and local legislative and regulatory requirements.

## **TASK 1.0 ADMINISTRATION**

### **MEETINGS**

#### **Task 1.1 Attend Kick-off Meeting**

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement.

#### **The Contractor shall:**

- Attend a “kick-off” meeting with the Commission Contract Manager, the Contracts Officer, and a representative of the Accounting Office. The Contractor shall bring their Project Manager, Contracts Administrator, Accounting Officer, and others designated by the Commission Contract Manager to this meeting. The administrative and technical aspects of this Agreement will be discussed at the meeting. Prior to the kick-off meeting, the Commission Contract Manager will provide an agenda to all potential meeting participants.

The administrative portion of the meeting shall include, but not be limited to, the following:

- Terms and conditions of the Agreement
- CPRs (Task 1.2)
- Leverage fund documentation (Task 1.6)
- Permit documentation (Task 1.7)
- Training on ARRA SEP reporting requirements

The technical portion of the meeting shall include, but not be limited to, the following:

- The Commission Contract Manager’s expectations for accomplishing tasks described in the Scope of Work;
- An updated Schedule of Deliverables
- An updated Gantt Chart
- Progress Reports (Task 1.4)
- Technical Deliverables
- Final Report (Task 1.5)

The Commission Contract Manager shall designate the date and location of this meeting.

#### **Contractor Deliverables:**

- An Updated Schedule of Deliverables
- An Updated Gantt Chart

- An Updated List of Leverage Funds
- An Updated List of Permits

**Commission Contract Manager Deliverables:**

- Final Report Instructions
- Commission Contract Manager Approval of Contractor Deliverables

**Task 1.2 CPR Meetings**

The goal of this task is to determine if the project should continue to receive Energy Commission funding to complete this Agreement and if it should, are there any modifications that need to be made to the tasks, deliverables, schedule or budget.

CPRs provide the opportunity for frank discussions between the Energy Commission and the Contractor. CPRs generally take place at key, predetermined points in the Agreement, as determined by the Commission Contract Manager and as shown in the Technical Task List above and in the Schedule of Deliverables. However, the Commission Contract Manager may schedule additional CPRs as necessary, and any additional costs will be borne by the Contractor.

Participants include the Commission Contract Manager and the Contractor, and may include the Commission Contracts Officer, other Energy Commission staff and Management as well as other individuals selected by the Commission Contract Manager to provide support to the Energy Commission.

**The Commission Contract Manager shall:**

- Determine the location, date and time of each CPR meeting with the Contractor. These meetings generally take place at the Energy Commission, but they may take place at another location.
- Send the Contractor the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both leverage funding and permits.
- Conduct and make a record of each CPR meeting. One of the outcomes of this meeting will be a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not to modify the tasks, schedule, deliverables and budget for the remainder of the Agreement, including not proceeding with one or more tasks. If the Commission Contract Manager concludes that satisfactory progress is not being made, this conclusion will be referred to the Energy Commission's ARRA Committee for its concurrence.
- Provide the Contractor with a written determination in accordance with the schedule. The written response may include a requirement for the Contractor to revise one or more deliverable(s) that were included in the CPR. The written determination may

also include the Energy Commission decision on the amount of ARRA SEP funds to encumber into the Agreement.

**The Contractor shall:**

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other deliverables identified in this Scope of Work. Submit these documents to the Commission Contract Manager and any other designated reviewers at least 5 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

**Contractor Deliverables:**

- CPR Report(s)
- CPR deliverables identified in the Scope of Work

**Commission Contract Manager Deliverables:**

- Agenda and a List of Expected Participants
- Schedule for Written Determination
- Written Determination
- Commission Contract Manager Approval of Contractor Deliverables

**Task 1.3 Final Meeting**

The goal of this task is to closeout this Agreement.

**The Contractor shall:**

- Meet with the Energy Commission to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Contractor, the Commission Contracts Officer, and the Commission Contract Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Contract Manager.

The technical portion of the meeting shall present findings, conclusions, and recommended next steps (if any) for the Agreement. The Commission Contract Manager will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the Commission Contract Manager and the Contracts Officer about the following Agreement closeout items:

- What to do with any state-owned equipment (Options)
- Need to file UCC.1 form re: Energy Commission's interest in patented technology
- Energy Commission's request for specific "generated" data (not already provided in Agreement deliverables)
- Need to document Contractor's disclosure of "subject inventions" developed under the Agreement
- "Surviving" Agreement provisions, such as repayment provisions and confidential deliverables
- Final invoicing and release of retention
- Prepare a *schedule for completing the closeout activities for this Agreement.*

**Deliverables:**

- Written documentation of meeting agreements and all pertinent information
- Schedule for completing closeout activities

**Commission Contract Manager Deliverables:**

- Commission Contract Manager Approval of Contractor Deliverables

**REPORTING**

**See Exhibit D, Reports/Deliverables/Records and Exhibit E, Reporting and Registration Requirements Under Section 1512 of ARRA**

**Task 1.4 Monthly Progress Reports**

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

**The Contractor shall:**

- Prepare progress reports which summarize all Agreement activities conducted by the Contractor for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Commission Contract Manager within 20 working days after the end of the reporting period. Attachment A-2, Progress Report Format, provides the recommended specifications. In addition to the above requirements, the contractor shall comply with Reporting and Registration Requirements under Section 1512 of ARRA.

**Deliverables:**

- Monthly Progress Reports

**Commission Contract Manager Deliverables:**

- Commission Contract Manager Approval of Contractor Deliverables

**Task 1.5 Final Report**

The goal of this task is to prepare a comprehensive written Final Report that describes the original purpose, approach, results and conclusions of the work done under this Agreement. The Commission Contract Manager will review and approve the Final Report. The Final Report must be completed on or before the termination date of the Agreement.

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

**Task 1.5.1 Final Report Outline****The Contractor shall:**

- Prepare a draft outline of the Final Report.
- Submit the draft outline of Final Report to the Commission Contract Manager for review and approval. The Commission Contract Manager will provide written comments back to the Contractor on the draft outline within 10 working days of receipt. Once agreement has been reached on the draft, the Contractor shall submit the final outline to the Commission Contract Manager. The Commission Contract Manager shall provide written approval of the final outline within 5 working days of receipt.

**Deliverables:**

- Draft Outline of the Final Report
- Final Outline of the Final Report

**Commission Contract Manager Deliverables:**

- Commission Contract Manager Approval of Contractor Deliverables

**Task 1.5.2 Final Report****The Contractor shall:**

- Prepare the draft Final Report for this Agreement in accordance with the approved outline.
- Submit the draft Final Report to the Commission Contract Manager for review and



comment. The Commission Contract Manager will provide written comments within 10 working days of receipt.

- Submit one bound copy of the Final Report with the final invoice.

**Deliverables:**

- Draft Final Report
- Final Report

**Commission Contract Manager Deliverables:**

- Commission Contract Manager Approval of Contractor Deliverables

**LEVERAGE FUNDS, PERMITS, AND ELECTRONIC FILE FORMAT**

**Task 1.6 Identify and Obtain Leverage Funds**

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

The costs to obtain and document leverage fund commitments are not reimbursable through this Agreement. While the budget for this task will be zero dollars, the Contractor may utilize leverage funds for this task. Leverage funds shall be spent concurrently or in advance of ARRA SEP funds during the term of this Agreement. Leverage funds must be identified in writing, and the associated commitments obtained before the Contractor can incur any costs for which the Contractor will request reimbursement.

**The Contractor shall:**

- Prepare a letter documenting the leverage funding committed to this Agreement and submit it to the Commission Contract Manager at least 2 working days prior to the kick-off meeting:
  1. If no leverage funds were part of the proposal that led to the Energy Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter.
  2. If leverage funds were a part of the proposal that led to the Energy Commission awarding this Agreement, then provide in the letter:
    - A list of the leverage funds that identifies the:
      - Amount of each cash leverage fund, its source, including a contact name, address and telephone number and the task(s) to which the leverage funds will be applied.
      - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the

leverage funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Contractor shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.

- Discuss leverage funds and the implications to the Agreement if they are significantly reduced or not obtained as committed, at the kick-off meeting. If applicable, leverage funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Commission Contract Manager if during the course of the Agreement additional leverage funds are received.
- Notify the Commission Contract Manager within 10 working days if during the course of the Agreement existing leverage funds are reduced. Reduction in leverage funds may trigger an additional CPR.

**Deliverables:**

- A letter regarding source of all Leverage Funds
- Letter that Leverage Funds were Reduced (if applicable)

**Commission Contract Manager Deliverables:**

- Commission Contract Manager Approval of Contractor Deliverables

**Task 1.7 Identify and Obtain Required Permits and CEQA Review**

The goal of this task is to obtain all permits (and cooperate with the lead agency's CEQA review, if applicable) required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. While the budget for this task will be zero dollars, the Contractor shall show any leverage funds used for this task. Permits must be identified in writing and obtained before the Contractor can incur any costs related to the use of the permits for which the Contractor will request reimbursement.

**The Contractor shall:**

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Contract Manager at least 2 working days prior to the kick-off meeting:
  1. If there are no permits required at the start of this Agreement, then state such in the letter.
  2. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
    - A list of the permits that identifies the:

- Type of permit
  - Name, address and telephone number of the permitting jurisdictions or lead agencies
- Schedule the Contractor will follow in applying for and obtaining these permits.
- The list of permits and the schedule for obtaining them will be discussed at the kick-off meeting, and a timetable for submitting the updated list, schedule and the copies of the permits will be developed. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the progress reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, then provide the appropriate information on each permit and an updated schedule to the Commission Contract Manager.
- As permits are obtained (including air quality), send a copy of each approved permit to the Commission Contract Manager.
- Submit copies of any documents prepared pursuant to CEQA to the Commission Contract Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Contract Manager within 5 working days. Either of these events may trigger an additional CPR.

**Deliverables:**

- A letter documenting the Permits or stating that no Permits are required
- Updated list of Permits as they change during the Term of the Agreement
- Updated schedule for acquiring Permits as it changes during the Term of the Agreement
- A copy of each approved Permit (including air quality) and any documents prepared pursuant to CEQA

**Commission Contract Manager Deliverables:**

- Commission Contract Manager Approval of Contractor Deliverables

**Task 1.8 Prevailing Wage Determinations and Weekly Certified Payrolls**  
*(applicable only if the Contractor or subcontractors will perform installation work)*

The goal of this task is to ensure that the Contractor and subcontractors pay prevailing wage rates and submit weekly certified payrolls for all workers that perform labor and mechanic work to achieve the goals and objectives of this Agreement. This requirement applies to subcontracts paid for entirely with cost share funds.

**The Contractor shall:**

- Submit to the CCM a copy of applicable wage determinations for any and all labor and mechanic work that will be performed to achieve the goals and objectives of this Agreement (including any subcontract) within thirty (30) days of execution of this Agreement. If subcontractors will perform labor and mechanic work, the Contractor must submit a copy of applicable wage determinations to the CCM within thirty (30) days of execution of the subcontracts.
- Submit to the Energy Commission on a weekly basis a copy of all certified payrolls by the Contractor and subcontractors of any tier performing labor and mechanic work to achieve the objectives of this Agreement. Exhibit E.2.M of this Agreement (Davis-Bacon Act and Contract Work Hours and Safety Standards Act) provides the required specifications for certified payrolls.

**Deliverables:**

- Copies of Applicable Wage Determinations
- Weekly Certified Payrolls

**Task 1.9 Historic Preservation Consultation**

The goal of this task is to ensure that the Contractor complies with the requirements of Section 106 of the National Historic Preservation Act (NHPA) prior to expenditure of SEP funds under this Agreement to alter any structure or site. The Energy Commission has executed a Programmatic Agreement with the California State Historic Preservation Officer (SHPO) to streamline the Section 106 consultation process. Under the Programmatic Agreement, the Energy Commission will evaluate projects to determine whether they are categorically excluded from the SHPO's direct review and consultation.

**The Contractor shall:**

- Consult with the Energy Commission (and with the SHPO and the Tribal Historic Preservation Officer, if applicable) to ensure that the proposed project(s) will have no adverse effects on historic resources.
- Prepare a Consultation Package as specified by the Energy Commission no later than thirty (30) days after the execution of this Agreement or the identification of the project structure(s) or site(s) to be retrofitted under the Agreement, whichever is later. The Energy Commission may specify an earlier time for submittal of the Consultation Package if retrofit work is expected to begin within less than thirty (30) days of project identification.

**Deliverables:**

- Consultation Package

**Task 1.10 Waste Management Plan**

The goal of this task is to ensure that the Contractor submits a Waste Management Plan to the CCM prior to expenditure of SEP funds under this Agreement on proposed project activities that may generate any sanitary or hazardous waste. The Waste Management Plan must describe the Contractor's plan to dispose of any sanitary or

hazardous waste generated by any proposed project activities. Sanitary and hazardous waste includes, but is not limited to: construction and demolition debris, old light bulbs, fluorescent ballasts and lamps, piping, roofing material, discarded equipment, debris, and asbestos. The Waste Management Plan must also describe the categories and estimated volumes of waste that the Contractor anticipates will be generated by any proposed project activities, and the disposal path for each category of waste.

The plan must comply with all federal, state, and local laws and regulations governing waste disposal.

**The Contractor shall:**

- Submit to the CCM a Waste Management Plan for each project no later than thirty (30) days after the execution of the Agreement or the identification of any projects that may generate waste, whichever is later. The Energy Commission may specify an earlier time for submittal of the Waste Management Plan if retrofit work is expected to begin within less than thirty (30) days of project identification.

**Deliverables:**

- Waste Management Plan

**Task 1.11 Electronic File Format**

The goal of this task is to unify the formats of electronic data and documents provided to the Energy Commission as contract deliverables. Another goal is to establish the computer platforms, operating systems and software that will be required to review and approve all software deliverables.

**The Contractor shall:**

- Deliver documents to the Commission Contract Manager in the following formats:
  - Data sets shall be in Microsoft (MS) Access or MS Excel file format.
  - PC-based text documents shall be in MS Word file format.
  - Documents intended for public distribution shall be in PDF file format, with the native file format provided as well.
  - Project management documents shall be in MS Project file format.
- Request exemptions to the electronic file format in writing at least 90 days before the deliverable is submitted.

**Deliverables:**

- A letter requesting exemption from the Electronic File Format (if applicable)

**Commission Contract Manager Deliverables:**

- Commission Contract Manager Approval of Contractor Deliverables

### **Task 1.12 Establish Program Advisory Committee (PAC)**

The goal of this task is to establish a regional Program Advisory Committee (PAC) that will coordinate the comprehensive residential building retrofit efforts of the eight counties.

#### **The Contractor shall:**

- Establish a regional PAC that will consist of a designated representative and alternate from each countywide program lead agency, as well as non-governmental personnel whose participation is considered essential for proper coordination. The contractor will recruit committee members and chair the committee. The local lead agencies will establish local committees to facilitate good communication and to help ensure buy-in at the local level.

#### **Deliverables:**

- Draft list of PAC members
- Final list of PAC members
- Letters of commitment from each PAC member

#### **Commission Contract Manager Deliverables:**

- Commission Contract Manager Approval of Contractor Deliverables

### **Task 1.13 Conduct PAC Meetings**

The goal of this task is to coordinate regional program design and implementation.

#### **The Contractor shall:**

- Host monthly PAC meetings. Designated representatives from each countywide program will provide advice and consent on regional tasks to assure that regional deliverables are consistent with local program needs.

#### **Deliverables:**

- Draft PAC meeting schedule
- Final PAC meeting schedule
- PAC meeting agenda(s) with back-up materials for agenda items as part of monthly reporting
- Written PAC meeting summaries, including recommended resolution of major PAC issues as part of monthly reporting

#### **Commission Contract Manager Deliverables:**

- Commission Contract Manager Approval of Contractor Deliverables

## TECHNICAL TASKS

Unless otherwise specified in the individual task, the contractor shall submit a draft of each deliverable listed in the technical tasks to the Commission Contract Manager for review and comment in accordance with the approved Schedule of Deliverables. The Commission Contract Manager will provide written comments back to the Contractor on the draft deliverable within 10 working days of receipt. Once agreement has been reached on the draft, the Contractor shall submit the final deliverable to the Commission Contract Manager. The Commission Contract Manager shall provide written approval of the final deliverable within 5 working days of receipt. Key elements from this deliverable shall be included in the Final Report for this project.

### Task 2 Program Delivery

#### **Compliance with the 10% Loading Order Requirement before HERS II is Available**

In the event the term for this Agreement begins before certified HERS II Raters are available in the Contractor's performance region, Contractor shall use either the Energy Commission prescriptive list (see below) or an Energy Commission interim performance approach for residential buildings (also explained below), to meet the requirement of achieving at least a 10% energy efficiency improvement at each proposed project site before renewable projects are eligible for financing.

To comply with the Energy Commission prescriptive list, residential buildings will be required to install all of the following measures (Combustion Safety and CO alarm not required if already performed/installed), consistent with Energy Commission technical specifications for each measure (such as Annual Fuel Utilization Efficiency rating of furnace, R-value of insulation, when measures are feasible, etc.):

- a. Air Sealing,
- b. Attic insulation,
- c. Duct test and seal or replacement,
- d. Insulation of Domestic Hot Water or replacement,
- e. Combustion Safety (requires BPI Building Analyst), and
- f. CO Alarm

For residential buildings where it is not feasible to install all of the first four measures (measures a through d) in the Energy Commission prescriptive list, including when some of the measures have been previously installed or when measures are otherwise not feasible as indicated in the technical specifications, the Energy Commission-approved prescriptive list cannot be used. In these cases, an Energy Commission interim performance approach for the building must be used to determine compliance with the 10 percent energy improvement requirement prior to financing renewable projects for the building. The Energy Commission may consider alternate approaches to achieve the Energy Commission's loading order policy for each residential renewable project site. If the Energy Commission approves an alternate approach, the Commission Contract Manager shall provide this approved approach to the Contractor in writing.

From January 1, 2011 through the end of this Agreement, energy audits shall comply with HERS II standards and software. This date may be extended upon Energy Commission approval, to adjust for delays in HERS II availability.

For proposed multifamily building sites outside the scope of HERS II, the Commission Contract Manager shall consider in consultation with the Contractor an energy audit methodology to be used by the Contractor to meet the 10% energy improvement requirement prior to financing renewable projects. The Commission Contract Manager shall provide an approval in writing of the methodology.

### **Subtask 2.1 Program Management**

The goal of this subtask includes two components, each with separate goals, activities and deliverables, to document the activities and determine the schedule required to complete the Retrofit Bay Area Program. These subtask components are:

- a. Implementation Plan
- b. Program Risk Management

#### **a. Implementation Plan**

The goal of this subtask is to develop a detailed plan to complete the proposed program.

#### **The Contractor shall:**

- Establish a regional framework for identifying and implementing early program objectives and strategies. The local lead agencies will engage their local committees to identify local priorities, to ensure that they are included within the regional framework. The *Retrofit Bay Area* team will coordinate efforts with PG&E, the Energy Commission, and the California Air Resources Board (ARB).
- Work through the PAC to prepare an implementation plan that includes the following:
  - Detailed plan for delivering the goals, objectives, and strategies of this scope of work.
  - Specific activities that will be conducted for Second and Third Tier program elements.
  - Roles and responsibilities of *Retrofit Bay Area* local governments, partners, and subcontractors.
  - Contracts with all subcontractors that are receiving ARRA funding. (Check to see status of resolutions)MOUs with partners not receiving ARRA funding, including all relevant COGs and cities.
  - Program reporting and M&E data collection procedures, consistent with ARRA SEP and Energy Commission requirements.
  - Timeline for achieving program objectives, including activity schedules, milestones, and deliverable due dates.



- Incentive structures and contractor scholarships.
- Program policies and procedures manual; quality assurance and consumer protection policies; contractor/rater qualifications and certification requirements; minimum energy efficiency thresholds and verification protocols, including California Energy Commission developed prescriptive package and alternative performance approach for use prior to the availability of HERS II.
- Deployment Schedule
- Workforce development plan.
  - MOUs with community colleges, workforce investment boards, and independent training providers
  - Training standards and credential requirements.
  - Multifamily curriculum; other updated curricula, as necessary.
  - Workforce training specifically related to project.
  - Inclusion of workforce development graduates in project implementation.
- Marketing plan.
  - Marketing materials.
  - Media and PR and advertising strategy.
  - MOU's with retail improvement stores.
  - Letters of commitment from HVAC service providers.
  - Development of consumer website.
- Contingency plans for critical program components, including participant recruitment and retrofit installations.
- Summary of multifamily elements:
  - Standards: prescriptive and performance (whole building) packages
  - Multifamily curriculum and contractor qualifications
  - Multifamily QA plan & project tracking
  - Multifamily asset manager tool
- Stakeholder and contractor outreach strategies.
- Methods for developing model scopes of work and streamlined diagnostic protocols for subdivisions of uniform housing stock.
- Methods of obtaining bulk equipment purchase agreements.
- Development of web-based tracking and reporting system for project results and environmental benefits.
- Plan to coordinate with the Neighborhood Stabilization Program (NSP).

- Real-estate training strategies, including plan to get HERS II into the MLS
- Establishment of the PAC, including roles and responsibilities.
- Sustainability.
- Financing and Rebates (PACE when available and other secured and unsecured financing programs, utility incentives, etc.).
- List of Targeted Measures.
- Present the draft Implementation Plan to the Commission Contract Manager via a phone conference or in-person meeting. The contractor will then prepare the final Implementation Plan, incorporating the CCM's comments on the draft.
- Submit copies of contracts for all subcontractors that are receiving ARRA funding as well as MOUs with partners not receiving ARRA funding (including relevant COGs and cities, workforce development partners, and retail improvement stores), signed by all parties to the agreement.

**Deliverables:**

- Draft Implementation Plan
- Final Implementation Plan
- Draft agreements (subcontracts, MOUs, letters of commitment and intent, etc.)
- Final executed agreements (subcontracts, MOUs, letters of commitment and intent, etc.) signed by all parties to each agreement.

**b. Program Risk Management**

The goal of this subtask component is to manage and mitigate risks that affect program performance and successful outcome. The fundamental risk is that the high level of funding awarded for this program will not be expended and will have to be returned to the federal government for failure to recruit the participants required to enable the large number of retrofit installations that are the objective of the program. To mitigate this fundamental risk, a monthly deployment schedule of all activities that contribute to successful completion of retrofit installations shall be developed, and the Contractor shall actively monitor progress against this deployment schedule, identify problems with progress and corrective actions that can be taken to address those problems and keep the Contract Manager actively informed, so that Critical Program Review meetings can be called as necessary.

**The Contractor shall:**

- Continuously monitor program activities to identify and mitigate detected risks, such as guaranteeing timely completion of retrofit installations throughout the contract period and ensuring that a sufficient number of participants are being successfully recruited to complete all retrofit installations.

**Deliverables:**

- Monthly risk management reporting to identify perceived risks and actions taken (or to be taken) to mitigate these risks, to be included in progress reports

**Subtask 2.2 Workforce Development**

The goal of this subtask is to establish a skilled work force capable of delivering the targeted volume of home retrofits, consistent with program quality standards.

**The Contractor shall:**

- Establish training standards and professional credentials, and include these in the Workforce Development Plan. All residential training and certification will conform to the applicable industry standards: Home Performance with Energy Star, Building Performance Institute, HERS II Rater and Building Performance Contractor, and GreenPoint Rated.
- Conduct a gap analysis to identify training needs for single-family and multifamily residential retrofits for all three tiers. The contractor shall collaborate with the Community Colleges to establish training targets that reflect expected retrofit activity, assess their capacity to deliver the necessary training services in alignment with the established credential requirements, and identify remaining training needs. The gap analysis will inform a workforce development plan, to be submitted as part of the implementation plan.
- Develop a training curriculum specific to energy efficiency in multifamily buildings, building upon single-family training curriculum and the experience and resources developed through New York State Energy Research and Development Authority's (NYSERDA) Multifamily Performance Program. These trainings will help establish a mature workforce that can sustain retrofit activity after 2012.
- Leverage the Workforce Investment Boards capacity to identify unemployed or underemployed contractors, guide people into the training program, and refer them to the range of workforce funding sources. *Retrofit Bay Area* will work with the regional Employers' Councils to assure complete coordination around client intake and job placement.
- Conduct additional training program marketing and outreach in conjunction with contractor recruitment efforts in subtask 2.3.
- Coordinate with regional training providers, local Workforce Investment Boards (WIB), and community colleges to deliver training.
- Develop a contractor scholarship fund that will pay up to \$1000 per student for testing and certification fees and or field mentoring.

**Deliverables:**

- Workforce Development Plan, submitted as part of Implementation Plan
- Multifamily curriculum

- Rosters of training graduates as part of monthly reporting
- Workforce development updates, as part of monthly reporting
- Single-family curriculum

### **Subtask 2.3 Participant Recruitment**

The goal of this subtask is to engage stakeholders to provide input on effective design; cultivate partners and allies to champion the program through their communication channels.

#### **The Contractor shall:**

- Lead the following stakeholder outreach activities with support from local governments:
  - Compile contact lists of regional decision makers and opinion leaders representing key regional stakeholder groups, including regional civic, labor, trade, and professional groups plus business, political, advocacy, and institutional leaders.
  - Host regional outreach meetings and workshops.
  - Develop talking points and presentation materials for stakeholder leaders to use in communicating to their constituencies.
  - Establish ongoing electronic communication channels.
  - Make guest presentations at regional stakeholder forums.
  - Ensure countywide programs pursue parallel activities at the local level.
- Lead the following contractor recruitment activities with support from the local lead agencies:
  - Compile contact lists of regional decision makers and opinion leaders representing key contractor audiences, including auditors, energy consultants, and HERS raters, as well as home performance contractors and specialty trades contractors.
  - Develop content for two-hour trainings for single-family and multifamily residential audiences.
  - Establish ongoing electronic communication channels.
  - Deliver workshops.
  - Make guest presentations at trade association meetings and Green Building Professional Guild meetings.

#### **Deliverables:**

- Stakeholder outreach meeting schedules
- Presentation content for stakeholder outreach meetings
- Stakeholder outreach attendance rosters

- Stakeholder outreach meeting reports
- Contractor orientation workshop schedules
- Presentation content for contractor orientation workshops
- Attendance rosters for contractor orientation workshops
- Contractor orientation workshop meeting reports

#### **Subtask 2.4 Retrofit Installations**

The goal of this subtask is to retrofit 15,000 single family homes and 2,000 multi-family housing units.

#### **The Contractor shall:**

- Create standards for multifamily retrofits, including prescriptive and whole-building performance packages for participation. Establish multifamily building energy audit and field verification approach that are parallel and comparable to HERS II delivery of Third Tier level of services. Develop high-rise proxy for HERS II and address software shortcomings for multifamily modeling reports.
- Assemble list of qualified contractors who meet professional training and credential requirements.
- Screen contractor applications for compliance with State Contractors License, Business License, insurance, and related requirements.
- Publish contractor list on the program website.
- Evaluate alternatives for acquiring volume discount on retrofit products and services as part of the program implementation plan. Depending on research findings, ABAG may execute service agreements with selected providers or issue procurement RFPs.
- Develop a centralized approach to delivering retrofits in subdivisions of uniform housing stock that includes:
  - Identifying prospective neighborhoods, based on energy savings potential, demographics, and other indicators of retrofit potential.
  - Conducting in-depth analysis of prototypical house models to develop model scopes of work.
  - Developing streamlined diagnostic protocols for determining applicability of model scopes of work to subsequent homes of the same model.
  - Pre-selecting contractor(s) through a competitive process.
  - Evaluating advanced project management software systems and assist selected contractors in deploying the selected system.
  - Conducting geographically concentrated outreach campaign through the neighborhood to solicit participation at a discounted price for a limited period of time.

- Retrofitting homes of participating households.

**Deliverables:**

- Multifamily retrofit prescriptive and performance packages
- HERS II software module for multifamily
- Qualified Participating Contractor List
- Model scopes of work
- Streamlined diagnostic protocols
- Monthly Reports of retrofit installation activity including updates on neighborhoods identified and number of households retrofitted
- Bulk equipment purchase agreements

**Subtask 2.5 Quality Assurance**

The goal of this subtask is to apply consistent quality standards to build consumer confidence and maximize customer satisfaction.

**The Contractor shall:**

- Cooperate with utility incentive programs to:
  - Publish quality assurance protocols on the program website.
  - Ensure participating contractors meet minimum requirements including proper licensing, bonding, and certification.
  - Require contractors to attend program orientation and sign QA participation agreement.
  - Conduct paper reviews of project scope of work.
  - Conduct field verification for each contractor's first two jobs, including replication of performance tests, and recalculation of energy savings estimates.
  - Conduct field verification for at least 5% of jobs for qualified Home Performance Contractor credentials.
  - Conduct field verification for 15% of jobs for contractors that lack Home Performance Contractor credentials.
  - Ensure that contractors are complying with appropriate local building codes.
  - Conduct post-project customer satisfaction surveys with all participants.
  - Monitor contractor performance, provide enhanced visibility to high-performing contractors, provide additional field mentoring and related interventions for under-performing contractors, and exclude those contractors from the program who repeatedly under-perform.

- Maintain customer support hotline.
- Establish contractor/rater credential requirements and quality assurance protocols for multifamily retrofits.
- Implement appropriate disciplinary measures if necessary for non-compliant contractors.

**Deliverables:**

- Draft and final QA and consumer protection policies, submitted as part of implementation plan
- Policies and procedures manual, submitted as part of implementation plan
- Contractor/rater qualifications and certification requirements, submitted as part of implementation plan
- Monthly Reports of QA activities and outcomes, including customer satisfaction surveys
- Multifamily professional credentials
- Multifamily QA protocols and QA plan

**Subtask 2.6 Verification of Energy Savings**

The goal of this subtask is to document expected annual energy savings from participating projects, based on field verification of actual installed improvements; provide informative summary reports.

**The Contractor shall:**

- Establish on a per building basis minimum energy efficiency thresholds, project reporting procedures, verification protocols, and energy and carbon savings calculation methodologies. These elements will be incorporated into the implementation plan.
- Develop a regional web-based tracking and reporting system for project results and environmental benefits. The Energy Commission will be granted real-time access and tracking system results will populate Retrofit Bay Area’s monthly performance reports.
- Collect estimated energy savings from the post retrofit HERS II rater verification
- Coordinate with CEC/DOE audit process
- Collaborate with the utility incentive programs to assemble detailed project-specific data to support ARRA reporting and the CPUC’s EM&V efforts, including energy usage and GHG emissions reductions, renewable energy generation, jobs created, number and amount of projects financed, number of contractors/workers trained, number of buildings and residences retrofitted, and utility bill savings by participants. Project-specific data will include pre- and post-retrofit home performance test results and billing data.

**Deliverables:**

- Minimum energy efficiency thresholds, project reporting procedures, verification protocols, and energy and carbon savings calculation methodologies submitted as part of Implementation Plan
- Web-based tracking and reporting system
- Monthly Reports of energy savings (including database of estimated post retrofit HERS II rater verification and actual monthly utility-use information), carbon reductions, and EM&V efforts, as part of program reporting

**Subtask 2.7 Marketing and Outreach**

- The goal of this subtask is to develop and implement a communications strategy that will motivate property owners to invest in efficiency and/or solar retrofits to their properties.

**The Contractor shall:**

- Deliver market survey and focus group results.
- Deliver baseline analysis of market data
- Prepare marketing plan with recommendations for implementation including media, public relations, channels of delivery and collateral development (See bullet below for additional marketing and outreach tactics)
- Develop models and templates for collateral and advertising to be used by local jurisdictions who have not budgeted for development of these materials. Models and templates will provide direction and consistency in graphic layout, messages, program elements, etc.
- Ensure local lead agencies establish local marketing priorities and contribute local data sources and market intelligence.
- Pursue a suite of marketing and outreach activities with support from the local lead agencies to:
  - Develop marketing collateral, model talking points and presentation materials, including Spanish-language content.
  - Recruit regional leaders and opinion leaders to act as spokespersons and role models.
  - Leverage existing social networks and communication as well as a variety of property-owner organizations for outreach.
  - Use designated funds to develop a regional PR and advertising campaign that establishes criteria for local implementation.
    - Develop templates for outreach to regional and local media. Counties to modify as appropriate for custom use.
    - Create local/regional media list.



- Draft press releases as appropriate to be modified by counties as needed.
  - Develop templates for print and online advertising.
- Develop sales training content for contractors.
- Collaborate with existing HVAC service provider partnerships to leverage their existing marketing and service delivery channels.
- Work with existing retail improvement stores to leverage in-store marketing and service delivery channels.
- Establish physical One-Stop shops for high-traffic locations.
- Ensure local lead agencies will:
  - Help recruit local leaders and opinion leaders to act as spokespersons and role models.
  - Implement social marketing campaigns.
  - Organize promotional events.
  - Produce and distribute marketing collateral.
  - Conduct local PR campaigns.
- Establish a consumer website with a Second and Third Tier Decision Tool and search engine-optimized program content to spur customer acquisition.
- Establish an advisory group, consisting of program staff, leading green real estate professionals, California Association of Realtors, and a representative from California Energy Commission's HERS 2 MLS initiative, to:
- Develop four-hour orientation course to introduce real estate professionals to the value of green building for their business and their clients.
- Develop 16-hour training course to prepare real estate professionals to provide guidance, marketing, and sales services around green building benefits and features.
- Develop consumer education tools.
- Deliver training events for real estate professionals.
- Engage and present to the local Associations of Realtors to get GreenPoint Rated and HERS verification results incorporated into the Multiple Listing Services (MLS).
- Work with MLS to identify appropriate fields
- Develop web-based Multifamily Asset Manager Tool to assist multifamily building owners/operators and portfolio managers:
  - To serve as a high-level assessment and navigational tool to match properties with rehab approach type (tune-ups, rehabs and whole-building upgrades)

- To facilitate participation in incentive programs, financing mechanisms, and green rating programs
- As a resource for technical guidance and training to improve energy efficiency, water efficiency, health, and comfort in multifamily properties when undergoing rehabilitation—as well as to initiate and encourage energy management best practices post-rehab and throughout the building lifecycle

**Deliverables:**

- Draft marketing plan, submitted as part of Implementation Plan
- Final marketing plan submitted 30 days after Implementation Plan
- Marketing Materials
- Consumer website
- PR and Marketing Progress Reports, as part of monthly reporting
- Website Activity Tracking Reports, as part of monthly reporting
- Schedule of real estate training events
- Real estate training curricula
- Documentation of MLS listings as part of monthly reporting
- Multifamily Asset Manager Web Tool

**Subtask 2.8 Public Policy Support**

The goal of this subtask is to develop public policy support for building retrofits.

**The Contractor shall:**

- Develop white paper on building retrofit policy recommendations for local governments.
- Deliver policymaker presentations to elected officials and key decision makers.
- Deliver meetings and briefings to local governments and key stakeholders.

**Deliverables:**

- White paper of building retrofit policy recommendations
- Policy presentation content and schedules
- Meeting Reports

### **Deliverables and Due Dates**

<b>Task</b>	<b>Deliverable</b>	<b>Due Date</b>
1.1	<ul style="list-style-type: none"> <li>• An Updated Schedule of Deliverables</li> <li>• An Updated Gantt Chart</li> <li>• An Updated List of Leverage Funds</li> <li>• An Updated List of Permits</li> </ul>	<ul style="list-style-type: none"> <li>• 10 working days after contract execution</li> </ul>
1.2	<ul style="list-style-type: none"> <li>• CPR Report(s)</li> <li>• CPR deliverables identified in the Scope of Work</li> </ul>	<ul style="list-style-type: none"> <li>• CPR Report –5 days in advance of CPR meeting</li> </ul>
1.3	<ul style="list-style-type: none"> <li>• Written documentation of meeting agreements and all pertinent information</li> <li>• Schedule for completing closeout activities</li> </ul>	<ul style="list-style-type: none"> <li>• 3 working days after final meeting</li> </ul>
1.4	<ul style="list-style-type: none"> <li>• Monthly Progress Reports</li> </ul>	<ul style="list-style-type: none"> <li>• 20 working days after end of reporting period</li> </ul>
1.5	<ul style="list-style-type: none"> <li>• Draft Outline of the Final Report</li> <li>• Final Outline of the Final Report</li> <li>• Draft Final Report</li> <li>• Final Report</li> </ul>	<ul style="list-style-type: none"> <li>• Draft Outline January 16, 2012</li> <li>• Final Outline – 5 working days after receipt of CCM comments</li> <li>• Draft Final Report February 29, 2012</li> <li>• Final Report March 16, 2012</li> </ul>
1.6	<ul style="list-style-type: none"> <li>• A letter regarding source of all Leverage Funds</li> <li>• Letter that Leverage Funds were Reduced (if applicable)</li> </ul>	<ul style="list-style-type: none"> <li>• Letter regarding source of all Leverage Funds - 2 working days prior to the kick-off meeting</li> <li>• Letter that Leverage Funds were Reduced (if applicable) – 5 working days in advance of each CPR meeting</li> </ul>
1.7	<ul style="list-style-type: none"> <li>• A letter documenting the Permits or stating that no Permits are required</li> <li>• Updated list of Permits as they change during the Term of the Agreement</li> <li>• Updated schedule for acquiring Permits as it changes during the Term of the Agreement</li> <li>• A copy of each approved Permit (including air quality) and any documents prepared pursuant to</li> </ul>	<ul style="list-style-type: none"> <li>• Letter documenting required permits – 2 working days before kick-off meeting</li> <li>• Updated list/schedule – monthly progress reports</li> </ul>

	CEQA	<ul style="list-style-type: none"> <li>Copies of approved permits –2 working days before kick-off meeting and included in subsequent monthly progress reports when updated</li> </ul>
1.8	<ul style="list-style-type: none"> <li>Copies of Applicable Wage Determinations</li> <li>Weekly Certified Payrolls</li> </ul>	<ul style="list-style-type: none"> <li>Copies of Applicable Wage Determinations - 30 days after contract execution and 30 days after subcontract execution for subcontractors performing labor and mechanic work</li> <li>Weekly Certified Payrolls - Weekly</li> </ul>
1.9	<ul style="list-style-type: none"> <li>Consultation Package</li> </ul>	<ul style="list-style-type: none"> <li>30 days after contract execution or project identification, whichever is later</li> </ul>
1.10	<ul style="list-style-type: none"> <li>Waste Management Plan</li> </ul>	<ul style="list-style-type: none"> <li>30 days after contract execution or project identification, whichever is later</li> </ul>
1.11	<ul style="list-style-type: none"> <li>A letter requesting exemption from the Electronic File Format (if applicable)</li> </ul>	<ul style="list-style-type: none"> <li>90 days before deliverable is submitted</li> </ul>
1.12	<ul style="list-style-type: none"> <li>Draft list of PAC members</li> <li>Final list of PAC members</li> <li>Letters of commitment from each PAC member</li> </ul>	<ul style="list-style-type: none"> <li>Draft list of PAC members kick-off meeting</li> <li>Final list of PAC members, letters of commitment, 30 days after contract execution</li> </ul>

1.13	<ul style="list-style-type: none"> <li>• Draft PAC meeting schedule</li> <li>• Final PAC meeting schedule</li> <li>• PAC meeting agenda(s) with back-up materials for agenda items as part of monthly reporting</li> <li>• Written PAC meeting summaries, including recommended resolution of major PAC issues as part of monthly reporting</li> </ul>	<ul style="list-style-type: none"> <li>• Draft meeting schedule – kick-off meeting</li> <li>• Final meeting schedule - 30 days after contract execution</li> <li>• PAC meeting agenda(s) and written PAC meeting summaries – Monthly Progress Reports</li> </ul>
2.1	<ul style="list-style-type: none"> <li>• Draft Implementation Plan</li> <li>• Final Implementation Plan</li> <li>• Draft agreements (subcontracts, MOUs, letters of commitment and intent, etc.)</li> <li>• Final executed agreements (subcontracts, MOUs, letters of commitment and intent, etc.) signed by all parties to each agreement.</li> <li>• Monthly risk management reporting to identify perceived risks and actions taken (or to be taken) to mitigate these risks, to be included in monthly progress reports</li> </ul>	<ul style="list-style-type: none"> <li>• Draft Implementation Plan -60 days after contract execution</li> <li>• Final Implementation Plan -15 days after receipt of CCM comments</li> <li>• Draft agreements-submitted with draft implementation plan</li> <li>• Final executed agreements – submitted with final implementation plan</li> <li>• Monthly risk management updates- Monthly Progress Reports</li> </ul>
2.2	<ul style="list-style-type: none"> <li>• Workforce Development Plan, submitted as part of Implementation Plan</li> <li>• Multifamily curriculum</li> <li>• Rosters of training graduates as part of monthly reporting</li> <li>• Workforce development updates, as part of monthly reporting</li> <li>• Single-family curriculum</li> </ul>	<ul style="list-style-type: none"> <li>• Workforce Development Plan - submitted with Implementation Plan</li> <li>• Single-family training curricula – 90 days after contract execution</li> <li>• Multifamily training curricula – 150 days after contract</li> </ul>

		<p>execution</p> <ul style="list-style-type: none"> <li>• Rosters of training graduates and workforce development updates – Monthly Progress Reports</li> </ul>
2.3	<ul style="list-style-type: none"> <li>• Stakeholder outreach meeting schedules</li> <li>• Presentation content for stakeholder outreach meetings</li> <li>• Stakeholder outreach attendance rosters</li> <li>• Stakeholder outreach meeting reports</li> <li>• Contractor orientation workshop schedules</li> <li>• Presentation content for contractor orientation workshops</li> <li>• Attendance rosters for contractor orientation workshops</li> <li>• Contractor orientation workshop meeting reports</li> </ul>	<ul style="list-style-type: none"> <li>• Stakeholder and contractor meeting/workshop schedules and presentation content – 90 days after contract execution</li> <li>• Stakeholder and contractor meeting reports and attendance rosters – submitted as part of monthly reports</li> </ul>
2.4	<ul style="list-style-type: none"> <li>• Multifamily retrofit prescriptive and performance packages</li> <li>• HERS II software module for multifamily</li> <li>• Qualified Participating Contractor List</li> <li>• Model scopes of work</li> <li>• Streamlined diagnostic protocols</li> <li>• Monthly Reports of retrofit installation activity including updates on neighborhoods identified and number of households retrofitted</li> <li>• Bulk equipment purchase agreements</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor list - 30 days after contract execution</li> <li>• Bulk equipment purchase agreements – 180 days after contract execution</li> <li>• Model scopes of work and streamlined diagnostic protocols – 180 days after contract execution</li> <li>• Multifamily packages and software module – 60 days after contract execution</li> <li>• Retrofit installation reports – Monthly Progress Reports</li> </ul>

2.5	<ul style="list-style-type: none"> <li>• Draft and final QA and consumer protection policies, submitted as part of implementation plan</li> <li>• Policies and procedures manual, submitted as part of implementation plan</li> <li>• Contractor/rater qualifications and certification requirements, submitted as part of implementation plan</li> <li>• Monthly Reports of QA activities and outcomes, including customer satisfaction surveys</li> <li>• Multifamily professional credentials</li> <li>• Multifamily QA protocols and QA plan</li> </ul>	<ul style="list-style-type: none"> <li>• QA and consumer protection policies, Policies and procedures manual, and contractor/rater qualifications and certification requirements – Submitted with Implementation Plan</li> <li>• QA activities and outcomes – Monthly Progress Reports</li> <li>• Multifamily professional credentials – 60 days after contract execution</li> <li>• Multifamily QA protocols and QA plan – 120 days after contract execution</li> </ul>
2.6	<ul style="list-style-type: none"> <li>• Minimum energy efficiency thresholds, project reporting procedures, verification protocols, and energy and carbon savings calculation methodologies submitted as part of Implementation Plan</li> <li>• Web-based tracking and reporting system</li> <li>• Monthly Reports of energy savings (including database of estimated post retrofit HERS II rater verification and actual monthly utility-use information), carbon reductions, and EM&amp;V efforts, as part of program reporting</li> </ul>	<ul style="list-style-type: none"> <li>• Energy efficiency thresholds, project reporting procedures, verification protocols, and calculation methodologies – Implementation Plan</li> <li>• Web-based tracking and reporting system - 120 days after contract execution</li> <li>• Reports of energy savings, carbon reductions, and EM&amp;V efforts – Monthly Progress Reports</li> </ul>
2.7	<ul style="list-style-type: none"> <li>• Draft Marketing Plan, submitted as part of Implementation Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Draft Marketing Plan – submitted with Implementation Plan</li> </ul>

	<ul style="list-style-type: none"> <li>• Final marketing plan submitted 30 days after Implementation Plan</li> <li>• Marketing Materials</li> <li>• Consumer website</li> <li>• PR and Marketing Progress Reports, as part of monthly reporting</li> <li>• Website Activity Tracking Reports, as part of monthly reporting</li> <li>• Schedule of real estate training events</li> <li>• Real estate training curricula</li> <li>• Documentation of MLS listings as part of monthly reporting</li> <li>• Multifamily asset manager web tool</li> </ul>	<ul style="list-style-type: none"> <li>• Final Marketing Plan – 30 days after submittal of Implementation Plan</li> <li>• Marketing Materials – 90 days from contract execution</li> <li>• Consumer website – 150 days after contract execution</li> <li>• PR and Marketing Progress Reports, Website Activity Tracking Reports, and MLS listings – Monthly Progress Reports</li> <li>• Real Estate Training Curricula – 120 days after contract execution</li> <li>• Schedule of real estate training events– 30 days after curricula submittal</li> <li>• Multifamily Asset Manager Tool – 180 days after contract execution</li> </ul>
2.8	<ul style="list-style-type: none"> <li>• White paper of building retrofit policy recommendations</li> <li>• Policy presentation content and schedules</li> <li>• Meeting Reports</li> </ul>	<ul style="list-style-type: none"> <li>• White paper and presentation content and schedules – 1 year of contract execution</li> <li>• Meeting reports – provided as a part of monthly meeting reports</li> </ul>



EXHIBIT 4

Standard Agreement 400-09-021  
Exhibit B  
“Budget Detail and Payment Provisions”

## EXHIBIT B

### **Budget Detail and Payment Provisions**

#### **1. ALLOWABLE COSTS**

- A. Allowable costs shall be determined in accordance with the provisions incorporated by reference in Exhibit E of this Agreement.
- B. The Contractor recognizes that Title 10 of Code of Federal Regulations (CFR) Section 420.18 places limitations on the use of funds available under this Agreement, and the Contractor shall comply with these limitations. The parties recognize and acknowledge that the funds available under this Agreement may be used for the purchase and installation of equipment and materials for energy efficient measures and renewable energy measures, including reasonable design costs, in accordance with 10 CFR Section 420.18(e). The parties further recognize and acknowledge that the 50 percent funding limitations of 10 CFR Section 420.18(e)(2) do not apply to the use of American Recovery and Reinvestment Act of 2009 (ARRA) funds under this Agreement. (Refer to Section 9.7 of Exhibit 1 of the U.S. Department of Energy Funding Opportunity Announcement DE-FOA-0000052.)

#### **2. INVOICING PROCEDURES**

- A. For services satisfactorily rendered, and upon receipt and approval of invoices, the Energy Commission agrees to compensate the Contractor for actual allowable expenditures incurred in accordance with Exhibit B. The rates in Exhibit B are rate caps, or the maximum amount allowed to be billed. The Contractor can only bill for actual expenses incurred for hours worked at the Contractor's actual direct labor, fringe, and indirect rates, not to exceed the rates specified in Exhibit B.
- B. Invoices shall be submitted in duplicate not more frequently than weekly. The following certification shall be included on each invoice and signed by an authorized official of the Contractor:

*I certify that this invoice is correct and proper for payment, and that reimbursement for these costs has not exceeded 20% of administrative costs, including office supplies, library materials, and other equipment, is otherwise in compliance with 10 Code of Federal Regulations (CFR) Section 420.18, and will not be received through any other procurement method or from any other sources, including but not limited to a Government Entity contract or subcontract.*

Send invoices to:

California Energy Commission  
Accounting Office, MS-2  
1516 Ninth Street  
Sacramento, California 95814

C. Payment Request Format

The Energy Commission will accept computer generated or electronically transmitted invoices, provided the Contractor sends a paper copy the same day to the Energy Commission. The date of "invoice receipt" shall be the date the Energy Commission receives the paper copy.

The Contractor shall retain backup source documentation for audit purposes, and make the documentation available to the Energy Commission upon request. In accordance with 10 CFR Part 600: DOE Financial Assistance Regulations, the Contractor's accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, and contract and subgrant award documents. Pursuant to 10 CFR Section 600.242, the Contractor shall retain records for three (3) years from the day the Contractor submits its final expenditure report.

The Contractor shall include appropriate provisions in each of its subawards to secure adequate backup documentation to verify all subawardee and vendor services and expenses invoiced for payment under this Agreement.

D. A request for payment shall reference the Agreement number and shall consist of, but not be limited to the following:

- 1) Agreement number, date prepared, and billing period.
- 2) The Contractor's actual unloaded hourly labor rates by individual.
- 3) Operating expenses, including equipment, travel, miscellaneous, and materials.
- 4) Subawardee or vendor expenditures.
- 5) An indication of whether a subawardee or vendor is a California Certified Small Business or a Certified Disabled Veteran Business Enterprise.
- 6) Fees (fringe, direct and indirect overheads, general and administrative, profit, etc.). Identify actual, agreement, and billed amounts.
- 7) Leverage fund expenditures, if applicable; and
- 8) By task or category (as specified in Budget Detail): cumulative amounts, budgeted per agreement, billed to date, current billing, and balance of funds.

E. All invoices must be accompanied by the following material to support the expenditure:

- 1) Subawardee or vendor invoices.
- 2) Receipts for travel, including departure and return times.
- 3) Receipts for materials, miscellaneous, and/or equipment.
- 4) A report that documents the progress of the work during the billing period; and

- 5) Any other deliverables due during the billing period.

### 3. **BUDGET CONTINGENCY CLAUSE**

- A. 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 Exhibit A. In this event, the Energy Commission shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.

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

- B. It is mutually agreed that funding for this Agreement is dependent upon a federal agreement (DE-EE0000221) that has a scheduled budget period end date of April 30, 2012, and is subject to the following provisions:
  - 1) This Agreement is subject to any additional restrictions, limitations or conditions enacted by Congress or any statute enacted by Congress that may affect the provisions, terms or funding of this Agreement.
  - 2) Funding for this Agreement is subject to the approval of the U.S. Department of Energy (DOE) and to any additional restrictions, limitations, or conditions imposed by DOE, federal law, federal court judgments, and/or federal agency orders which may affect the provisions or terms of this Agreement.
  - 3) If Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- C. The Energy Commission shall notify the Contractor if any funding for this Agreement is reduced or deleted as described above, so that the Contractor may take steps to minimize the risk of any unfunded work under this Agreement.

### 4. **TRAVEL AND PER DIEM RATES**

The Contractor shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented state employees. The Contractor must pay for travel in excess of these rates. The Contractor may obtain current rates from the Energy Commission's Web Site at: [http://energynet/Admin/fsb/Accounting/Travel%20Summary\\_1-09.pdf](http://energynet/Admin/fsb/Accounting/Travel%20Summary_1-09.pdf).

Travel identified in Exhibit B, Pre-Approved Travel List, is approved and does not require further authorization.

- A. Travel that is not included in Exhibit B, Pre-Approved Travel List shall require written authorization from the Contract Manager prior to travel departure. The Energy Commission will reimburse travel expenses from the Contractor's office location.
- B. The Contractor 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. Travel receipts, except for travel meals and incidentals, shall be submitted with invoices requesting reimbursement from the Energy Commission.

**5. RETENTION**

The Energy Commission shall retain from each invoice ten per cent (10%) of that invoice, excluding equipment invoices, pursuant to California Public Contract Code Section 10346. The retained amount shall be held and released only upon approval that work has been satisfactorily completed and the Final Report (if required) has been received and approved. The Contractor must submit a separate invoice for the retained amount. Retained funds may be withheld by the Energy Commission to compensate or credit for amounts that were paid in error, or amounts that were paid but exceed the actual allowable incurred costs.

Retention may be released upon completion of tasks that are considered separate and distinct (i.e., the task is a stand-alone piece of work and could be completed without the other tasks). Exhibit B, Budget identifies the tasks for which retention may be released prior to the end of the Agreement. Tasks for administration or management of the Agreement and/or subawardees or vendors are not considered separate and distinct tasks.

**6. PAYMENT TERMS AND CONDITIONS**

**Check all that apply:**

- Weekly
- Itemized
- In Arrears
- Advance Payment to Public Prime Contractor Not to Exceed \$\_ or \_\_\_ % of the Agreement Amount
- Advance Payment to Private Prime Contractor for Public subawardees or vendors, (PRC section 25620.3(d)) Not to Exceed \$\_\_\_\_\_ or \_\_\_% of the Subcontract Amount

- A. Payment shall only be made in accordance with this Exhibit B.
- B. The Contractor is not allowed to profit from its subawardee and vendors' costs. Subawardees and vendors are not allowed to profit from their subawardee and vendors' costs
- C. Each request for payment is subject to the Contract Manager's approval.

- D. The Contractor shall use the salary and wage rates commensurate with approved personnel status and level of expertise.
- E. Each invoice is subject to approval by the Energy Commission's Contract Manager. The Contract Manager will not process any payment request that does not meet the following conditions:
  - 1) All required deliverables and reports have been submitted and are in accordance with the Standard of Performance clause in Exhibit D.
  - 2) All appropriate permits or permit waivers from governmental agencies have been issued.
- F. Payments will be made to the Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered and for which additional evidence is not required to determine its validity. The invoice will be disputed if all deliverables due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. The Contractor will be notified via a Dispute Notification Form, within fifteen (15) working days of receipt of an invoice, if the Energy Commission disputes the submitted invoice. On any disputed invoice, the Energy Commission shall withhold payment only on the disputed portion of the invoice.
- G. In accordance with 31 United States Code (U.S.C.) Sections 3335, 6501, and 6503 (the Cash Management Improvement Act, or CMIA) and implementing regulations at 31 CFR Part 205, the Contractor will minimize the time elapsing between the drawdown of funds from the Energy Commission and the disbursement of funds. The Contractor will request reimbursement to occur as close as possible to the disbursement.

The Contractor agrees that it has reviewed the applicable CMIA rules and regulations, and will follow their requirements in handling funds received pursuant to this Agreement. The Contractor also agrees that it will provide written notification to each of its subawardees or vendors, if any, of the CMIA and the need for each subawardee or vendor to comply with all applicable CMIA provisions and regulations.

- H. The Energy Commission must receive the final invoice no later than thirty (30) calendar days after the Agreement termination date.
- I. Payment will be made in accordance with the Prompt Payment Act, California Government Code Chapter 4.5, commencing with Section 927, which requires payment of properly submitted, undisputed invoices within forty-five (45) days of receipt or automatic payment of late payment penalties.
- J. The Energy Commission will pay for State or local sales or use taxes on the services rendered or equipment, or parts to the Energy Commission pursuant to this Agreement. The State of California is exempt from Federal excise taxes, and no payment will be made for any excise taxes levied on employees' wages.

- K. No payment will be made for costs identified in the Contractor's invoices that have or will be reimbursed by any other source, including but not limited to a government entity contract or subcontract or other procurement agreement.

7. **COSTS: CHANGES IN CONTRACTOR PERSONNEL, SUBAWARDEES, OR VENDORS**

This paragraph contains provisions for cost changes without a formal amendment. Exhibit D contains the rules for changing or adding personnel and subawardees or vendors listed in the Agreement. When a Contractor makes personnel and subawardee or vendor changes in accordance with Exhibit D that do not require a formal amendment, the following rules explain the costs for which the Contractor can invoice. Changes outside these rules require a formal amendment to the Agreement.

A. Labor Rates

The Agreement budget identifies individuals and/or job classifications and the maximum rate that the Contractor can invoice for them. The Contractor shall only invoice for the actual rates up to the maximum amount listed.

1a) Contractor Changes: Addition or Replacement of Personnel

If the Contractor adds a new person to a job classification listed in the Agreement's budget or replaces a person listed in the Agreement's budget, the Contractor can only invoice for the new person's actual rate up to the maximum amount listed for that classification in the budget.

Additions or replacement of personnel can only be made within existing job classifications identified in the Contractor's budget. The Contractor cannot use for its personnel a job classification or rate of a subawardee or vendor. The new person must be invoiced within job classifications that already exist in the Agreement for the Contractor.

1b) Subawardee or Vendor Changes: Addition or Replacement of Personnel

If a subawardee or vendor adds a new person to a job classification listed in the Agreement's budget or replaces a person listed in the Agreement's budget for that subawardee or vendor, the subawardee or vendor can only invoice for the new person's actual rate up to the maximum amount listed for that classification in the budget.

Additions or replacement of personnel can only be made within existing job classifications identified in the subawardee or vendor's budget. The subawardee or vendor cannot use for its personnel a job classification or rate of another subawardee or vendor or of the Contractor. The new person

must be invoiced within job classifications that already exist in the Agreement for the subawardee or vendor.

2) Shift to Higher-Paying Job Classifications/Employee Promotions

Contractor and subawardee or vendor personnel listed in the Agreement's budget can be moved to a higher-paying job classification listed in the Agreement with prior written approval of Commission Contract Manager and the appropriate Deputy Director.

3) No New Job Classifications

The Contractor may not add new job classifications to the Agreement. If the Contractor wishes to add a new job classification to the Agreement (for instance to bring in a new person or possibly promote a person) this will require a formal amendment to the Agreement.

B. Other Costs

- 1) If the Contractor replaces a subawardee or vendor (with prior written approval from the Energy Commission Contract Manager), the new subawardee or vendor may charge actual rates up to, but not in excess of, the same direct and indirect costs as included in the budget for the replaced subawardee or vendor, and no new types of costs are allowed to be charged by the new subawardee or vendor.
- 2) If a new subawardee or vendor is added to the Agreement, pursuant to the procedures in Exhibit D, the Contractor can charge direct and indirect costs as approved by the Energy Commission in the "Subawardee or Vendor Add" form. See Exhibit D for information about the procedure for adding subawardees and vendors.

8. BUDGET REALLOCATION

A. The Energy Commission, through its Contract Manager and Contract Officer, and the Contractor can agree upon and make certain budget reallocations without a formal amendment to this Agreement as long as ALL of the following conditions are met:

- 1) For agreements without work authorizations, the total of all budget reallocations cannot exceed ten percent (10%) with a cap amount of \$75,000 of the Agreement Amount. For purposes of this provision, "Agreement Amount" means the total amount of Energy Commission funds being paid to the Contractor under this Agreement. It does not include any match funds provided by the Contractor.



For example, if under an agreement the Energy Commission agrees to pay a contractor \$100,000 and the contractor is supplying \$500,000 in match funding, the ten percent (10%) limitation applies to the \$100,000. Only up to \$10,000 of Energy Commission funds can be reallocated without a formal amendment. If under an agreement the Energy Commission agrees to pay a contractor \$800,000, ten percent (10%) would be \$80,000, but the cap is \$75,000, so the most that could be reallocated without a formal amendment is \$75,000.

- 2) The budget reallocation cannot substantially change the Scope of Work. Examples of budget reallocations that do not substantially change the Scope of Work include, but are not limited to, the following:
    - Increasing or decreasing the overall travel budget. This does not mean an increase to the allowed per diem rates under this Agreement.
    - Increasing or decreasing the equipment budget.
    - Increasing or decreasing the number of personnel assigned to complete tasks. This does not include increasing the hourly rates of the personnel and classifications listed in the budget. Increasing hourly rates requires a formal amendment. The addition of personnel also requires a formal amendment unless there is already an identified classification of rates in the budget that the new personnel will be filling.
  - 3) The budget reallocation only involves moving funds between tasks, line items, or categories. The total Agreement amount and the total budget of any work authorizations must remain unchanged. Increasing the total amount of the Agreement requires a formal amendment.
  - 4) The budget reallocation does not increase the percentage rate of Indirect Overhead, Direct Overhead, Fringe Benefits, General and Administrative Costs, Profit, or any other rates listed in the budget. For example, if an agreement budget lists the Indirect Overhead percentage rate as twenty-five percent (25%) of Direct Labor, the twenty-five percent (25%) cannot be changed without a formal amendment. Another example is that if a contractor listed that its profit rate is eight percent (8%) of the total agreement, to increase this rate would require a formal amendment.
- B. To effectuate a budget reallocation under this section, the Contractor must make a request in writing to both the Contract Manager and the Contract Officer. Both the Contract Manager and Contract Officer will then approve or disapprove the request in writing; the approval or disapproval is not effective or binding unless signed by both the Contract Manager and the Contract Officer. Oral communications cannot be used or relied upon. If the request is approved, the Contract Manager shall revise the Budget Attachments to reflect the changes and send them to the Contract Officer and the Contractor.

- C. Any desired budget reallocations that do not meet the four criteria in this section must be made through a formal amendment. For purposes of this provision, a “formal amendment” means that all of the following must occur: approval by the Energy Commission at a Commission Business Meeting, a written amendment signed by both parties, and approval by the California Department of General Services.
- D. Attempted budget reallocations that do not meet the requirements of this section are not legally binding upon the parties.

9. **BUDGET DETAIL**

See Attached.

## EXHIBIT 5

Standard Agreement No. 400-09-021  
Exhibit B  
“Exhibit A  
Attachment A-1  
Schedule of Deliverables and Dues Dates”

**EXHIBIT A  
Attachment A-1  
Schedule of Deliverables and Due Dates**

<b>Association of Bay Area Governments</b>						
Project or Task Number	Task or Deliverable Name	Deliverable(s)	Planned Start Date	Planned Completion Date	ARRA Funds	Leverage Funds
<b>Administration</b>			<b>7/19/2010</b>	<b>3/30/2012</b>		
1.1	<b>Attend Kick-off Meeting</b>	<b>Kick-off Meeting Deliverables</b>	<b>7/19/2010</b>	<b>8/2/2010</b>	18,754	0
		An Updated Schedule of Deliverables	7/19/2010	8/2/2010		
		An Updated Gantt Chart	7/19/2010	8/2/2010		
		An Updated List of Leverage Funds	7/19/2010	8/2/2010		
		An Updated List of Permits	7/19/2010	8/2/2010		
		Final report Instructions <b>(CCM Deliverable)</b>				
1.2	<b>CPR Meetings</b>	<b>CPR Meeting Deliverables</b>	<b>TBD</b>	<b>TBD</b>	29,957	0
		CPR Report 1 - 5 days in advance of CPR meeting	TBD	9/17/2010		
		CPR Report 2 - 5 days in advance of CPR meeting	TBD	TBD		
		CPR deliverables identified in this Scope of Work				
		Agenda and a List of Expected Participants <b>(CCM Deliverable)</b>				
		Schedule for Written Determination <b>(CCM Deliverable)</b>				
		Written Determination <b>(CCM Deliverable)</b>				
1.3	<b>Final Meeting</b>	<b>Final Meeting Deliverables</b>	<b>3/19/2012</b>	<b>3/22/2012</b>	14,047	0
		Written documentation of meeting agreements and all pertinent information - 3 working days after final meeting	3/19/2012	3/22/2012		
		Schedule for completing closeout activities - 3 working days after final meeting	3/19/2012	3/22/2012		
1.4	<b>Monthly Progress Reports</b>	<b>Monthly Progress Reports</b>	<b>9/30/2010</b>	<b>Monthly</b>	572,883	0
1.5	<b>Final Report</b>	<b>Final Report Deliverables</b>	<b>1/4/2012</b>	<b>3/16/2012</b>	85,096	0
	Final Report Outline	Draft Outline of the Final Report	1/4/2012	1/16/2012		
		Final Outline of the Final Report - 5 working days after receipt of CCM comments	1/16/2012	TBD		
	Final Report	Draft Final Report	2/1/2012	2/29/2012		
		Final Report	2/29/2012	3/16/2012		
1.6	<b>Identify and Obtain Leverage Funds</b>	<b>Identify and Obtain Leverage Fund Deliverables</b>	<b>7/19/2010</b>	<b>TBD</b>	0	10,000
		A letter regarding source of all leverage funds	7/19/2010	2 working days prior to kick-off meeting		
		Letter that Leverage Funds were Reduced (if applicable)		TBD		
1.7	<b>Identify and Obtain Required Permits</b>	<b>Required Permit Deliverables</b>	<b>7/19/2010</b>	<b>3/30/2012</b>	0	0
		A letter documenting the Permits or stating that no Permits are required	7/19/2010	7/29/2010		
		Updated list of Permits as they change during the Term of the Agreement	9/30/2010	monthly		
		Updated schedule for acquiring Permits as it changes during the Term of the Agreement	9/30/2010	monthly		
		A copy of each approved Permit (including air quality) and any documents prepared pursuant to CEQA	7/29/2010	3/30/2012		
1.8	<b>Prevailing Wage Determinations and Weekly Certified Payrolls</b>	<b>Prevailing Wage Determinations and Weekly Certified Payrolls Deliverables</b>				
		Copies of Applicable Wage Determinations		30 days after contract execution and 30 days after subcontract execution for subcontractors performing labor and mechanic work		
		Weekly Certified Payrolls		Weekly		
1.9	<b>Historic Preservation Consultation</b>	<b>Historic Preservation Deliverables</b>				

**EXHIBIT A**  
**Attachment A-1**  
**Schedule of Deliverables and Due Dates**

Project or Task Number	Task or Deliverable Name	Deliverable(s)	Planned Start Date	Planned Completion Date	ARRA Funds	Leverage Funds
		Consultation Package		30 days after contract execution or project identification, whichever is later		
1.10	Waste Management Plan	Waste Management Deliverables				
		Waste Management Plan		30 days after contract execution or project identification, whichever is later		
1.11	Electronic File Format	A Letter requesting exemption from the Electronic File Format (if applicable) - 90 days before deliverable is submitted	As necessary	3/30/2012	0	0
1.12	Establish the PAC	PAC Establishment Deliverables	7/19/2010	8/18/2010	3,279	0
		Draft List of PAC Members	7/19/2010	8/2/2010		
		Final List of PAC Members	8/2/2010	8/18/2010		
		Letters of commitment from each PAC member	8/2/2010	8/18/2010		
1.13	Conduct PAC Meetings	Conduct PAC Meeting Deliverables	7/19/2010	3/30/2012	219,309	0
		Draft PAC Meeting Schedule	7/19/2010	8/2/2010		
		Final PAC Meeting Schedule	8/2/2010	8/18/2010		
		PAC Meeting Agenda(s) with Back-up Materials for Agenda Items	9/30/2010	monthly		
		Written PAC meeting summaries, including recommended resolution of major PAC issues	9/30/2010	monthly		
<b>Administrative Tasks Sub-Total</b>					<b>\$ 943,325</b>	<b>\$ 10,000</b>
<b>Technical Tasks</b>			<b>7/19/2010</b>	<b>3/30/2012</b>		
2.1	Program Management		7/19/2010	3/30/2012	164,878	19,365
	Implementation Plan	Draft implementation plan	7/19/2010	9/17/2010		
		Final implementation plan - 15 days after receipt of CCM comments	9/17/2010	TBD		
		Draft agreements (subcontracts, MOUs, letters of commitment and intent, etc.)	7/19/2010	9/17/2010		
		Final executed agreements (subcontracts, MOUs, letters of commitment and intent, etc.) signed by all parties to each agreement.	9/17/2010	Submitted with Final Implementation Plan		
	Program Risk Management	Monthly risk management reporting to identify perceived risks and actions taken (or to be taken) to mitigate these risks, to be included in monthly progress reports		monthly		
2.2	Workforce Development		7/19/2010	3/30/2012	689,639	2,340,370
	Workforce Development Plan	Workforce Development Plan - submitted as part of implementation plan	7/19/2010	9/17/2010		
	Training Curriculum	Multifamily curriculum	7/19/2010	12/16/2010		
	Ongoing training marketing and outreach	Rosters of training graduates, as part of monthly reporting	9/17/2010	monthly		
		Workforce development updates, as part of monthly reporting	9/17/2010	monthly		
	Training Curriculum	Single-family curriculum	7/19/2010	10/18/2010		
2.3	Participant Recruitment		7/19/2010	3/30/2012	710,623	236,828
	Stakeholder outreach	Stakeholder outreach meeting schedules; Presentation content for stakeholder outreach meetings	7/19/2010	10/18/2010		
		Stakeholder outreach attendance rosters, Stakeholder outreach meeting reports	10/18/2010	monthly		
	Contractor recruitment	Contractor orientation workshop schedules; Presentation content for contractor orientation workshops	7/19/2010	10/18/2010		
		Contractor orientation workshop meeting reports; Attendance rosters for contractor orientation workshops	10/18/2010	monthly		
2.4	Retrofit Installations		7/19/2010	3/30/2012	2,147,667	179,562,327
	Retrofit installation activity	Monthly reports of retrofit installation activity including updates on neighborhoods identified and number of households retrofitted	9/30/2010	monthly		
	Qualified Participating Contractor List	Qualified Participating Contractor List	7/19/2010	8/18/2010		
		Model scopes of work	7/19/2010	1/17/2011		
	Multifamily performance packages and HERS II software module	Multifamily packages and software module	7/19/2010	9/17/2010		
		Streamlined diagnostic protocols	7/19/2010	1/17/2011		

**EXHIBIT A**  
**Attachment A-1**  
**Schedule of Deliverables and Due Dates**

Project or Task Number	Task or Deliverable Name	Deliverable(s)	Planned Start Date	Planned Completion Date	ARRA Funds	Leverage Funds
	Establish Bulk Purchase Agreements	Bulk equipment purchase agreements	9/27/2010	1/15/2010		
<b>2.5</b>	<b>Quality Assurance</b>		<b>7/19/2010</b>	<b>3/30/2012</b>	262,091	6,000
	Establish quality and consumer protection policies	Draft and final QA and consumer protection policies, submitted as part of implementation plan	7/19/2010	9/17/2010		
	Review and revise/adopt CBPCA-PG&E Policy & Procedures Manual	Policies and procedures manual, submitted as part of implementation plan	7/19/2010	9/17/2010		
	Establish contractor/rater qualifications and certification requirements	Contractor/rater qualifications and certification requirements, submitted as part of implementation plan	7/19/2010	9/17/2010		
	Quality assurance activities	Quality assurance activities and outcomes and customer satisfaction reports, submitted as part of monthly reporting	9/30/2010	monthly		
		Multifamily professional credentials	7/19/2010	9/17/2010		
		Multifamily QA protocols and QA plan	7/19/2010	11/16/2010		
<b>2.6</b>	<b>Verification of Energy Savings</b>		<b>7/19/2010</b>	<b>3/30/2012</b>	378,072	15,110
	Establish minimum energy efficiency threshold policy	Minimum energy efficiency thresholds, submitted as part of implementation plan	7/19/2010	9/17/2010		
	Define and confirm job verification protocols	Verification protocols, submitted as part of implementation plan	7/19/2010	9/17/2010		
	Energy and carbon savings calculation and reporting	Project reporting procedures and energy and carbon savings calculation methodologies, submitted as part of Implementation Plan	7/19/2010	9/17/2010		
	Energy and carbon savings calculation and reporting	Web-based tracking and reporting system;	7/19/2010	11/16/2010		
		Monthly reports of energy savings (including database of estimated post retrofit HERS II rater verification and actual monthly utility-use information), carbon reductions, and EM&V efforts, as part of program reporting	9/30/2010	monthly		
<b>2.7</b>	<b>Marketing and Outreach</b>		<b>7/19/2010</b>	<b>3/30/2012</b>	5,110,720	2,500,508
	Develop integrated marketing & outreach plan	Draft marketing plan, submitted as part of implementation plan	7/19/2010	9/17/2010		
		Final marketing plan	9/17/2010	10/18/2010		
		Marketing Materials		10/18/2010		
		Consumer Website	7/19/2010	12/16/2010		
	Operate public relations and marketing campaigns	PR and marketing progress reports, as part of monthly reporting	9/30/2010	monthly		
	Operate customer interface via website and hotline system	Website activity tracking reports, as part of monthly reporting	12/20/2010	monthly		
		Schedule of real estate training events	11/16/2010	12/16/2010		
	Added-value development (MLS, etc.)	documentation of MLS listings as part of monthly reporting	11/16/2010	monthly		
		Real estate training curricula		11/16/2010		
		Multifamily Asset Manager Web Tool	7/19/2010	1/17/2011		
<b>2.8</b>	<b>Public Policy Support</b>		<b>2/25/2011</b>	<b>3/30/2012</b>	342,985	25,670
	Recommend policy options for cities and county	White paper on policy recommendations	2/25/2011	7/19/2011		
	Deliver policymaker presentations to elected officials and key decision makers	Presentation content; presentation schedules	2/25/2011	7/19/2011		
	Meetings and briefings to county and stakeholders	Meeting reports	7/19/2011	monthly		
<b>Technical Tasks Sub-Total</b>					<b>\$ 9,806,675</b>	<b>\$ 184,706,178</b>
<b>Total</b>					<b>\$ 10,750,000</b>	<b>\$ 184,716,178</b>

## Exhibit B Att B-1 Summary

<b>Summary Project Budget</b>		ARRA Reimbursable Task Costs	Task Leverage Funds	Total Task Costs
Association of Bay Area Governments				
<b>1.0</b>	<b>Administration</b>	943,325	10,000	953,325
<b>Project Technical Activities</b>				
<b>2.1</b>	Program Management	164,878	19,365	184,243
<b>2.2</b>	Workforce Development	689,639	2,340,370	3,030,009
<b>2.3</b>	Participant Recruitment	710,623	236,828	947,451
<b>2.4</b>	Retrofit Installations	2,147,667	179,562,327	181,709,994
<b>2.5</b>	Quality Assurance	262,091	6,000	268,091
<b>2.6</b>	Verification of Energy Savings	378,072	15,110	393,182
<b>2.7</b>	Marketing and Outreach	5,110,720	2,500,508	7,611,228
<b>2.8</b>	Public Policy Support	342,985	25,670	368,655
<b>Technical Activities Subtotals</b>		9,806,675	184,706,178	194,512,853
<b>Project Totals</b>		Total ARRA Cost 10,750,000	Total Leverage Funds 184,716,178	Total Project Cost 195,466,178

## Exhibit B Att B-2 - Prime ARRA

Budget for ARRA Reimbursement to Prime Contractor		Personal Services		Project Operating Expenses					Indirect Costs			ARRA Reimbursable Task Costs
		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Sub-contractors	Indirect Overhead	G&A	Profit <sup>1</sup>	
Association of Bay Area Governments												
<b>1.0 Project Administration Activities</b>												
1.1	Attend Kick-off Meeting	1,855	1,150			220		14,239	1,291			18,754
1.2	CPR Meetings	5,565	3,450			330		16,740	3,872			29,957
1.3	Final Meeting	1,855	1,150			110		9,641	1,291			14,047
1.4	Monthly Progress Reports	88,927	55,135				25,250	341,697	61,874			572,883
1.5	<b>Final Report</b>	5,125	3,178	250	0	0	0	72,977	3,566	0	0	85,096
1.6	Identify and Obtain Leverage Funds											0
1.7	Identify and Obtain Required Permits											0
1.8	Prevailing Wage Determinations and Weekly Certified Payrolls											0
1.9	Historic Preservation Consultation											0
1.10	Waste Management Plan											0
1.11	Electronic File Format											0
1.12	Establish the PAC	1,416	878					0	985			3,279
1.13	Conduct PAC Meetings	17,541	10,875				4,800	173,888	12,205			219,309
	<b>Administration Activities Subtotals</b>	122,284	75,816	250	0	660	30,050	629,181	85,084	0	0	943,325
<b>Project Technical Activities (Delete or add rows as necessary)</b>												
2.1	<b>Program Management</b>	1,416	878	500				161,098	985			164,878
2.2	<b>Workforce Development</b>	2,266	1,405	500	0	0	0	683,892	1,576	0	0	689,639
2.3	<b>Participant Recruitment</b>	0	0	0	0	0	0	710,623	0	0	0	710,623
2.4	<b>Retrofit Installations</b>		0				145,000	2,002,667	0			2,147,667
2.5	<b>Quality Assurance</b>	1,133	702	0	0	0	0	259,468	788	0	0	262,091



## Exhibit B Att B-2 - Prime ARRA

Budget for ARRA Reimbursement to Prime Contractor		Personal Services		Project Operating Expenses					Indirect Costs			ARRA Reimbursable Task Costs
Association of Bay Area Governments		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Sub-contractors	Indirect Overhead	G&A	Profit <sup>1</sup>	
2.6	Verification of Energy Savings	3,965	2,458	0	0	0	100,000	268,890	2,759	0	0	378,072
2.7	Marketing and Outreach	285,690	177,128	0	0	0	0	4,449,123	198,780	0	0	5,110,720
2.8	Public Policy Support	10,306	6,390	0	0	0	0	319,119	7,171	0	0	342,985
<b>Technical Activities Subtotals</b>		304,775	188,960	1,000	0	0	245,000	8,854,881	212,059	0	0	9,806,675
Prime Contractor		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Major Subcontractors	Indirect Overhead	G&A	Profit	Total ARRA Reimbursable Cost
<b>ARRA Reimbursable Totals</b>		427,059	264,776	1,250	0	660	275,050	9,484,062	297,143	0	0	10,750,000
<b>Percent of the Total</b>		4%	2%	0%	0%	0%	3%	88%	3%	0%	0%	100%
								9,761,022	Total overhead & profit =		297,143	

(1) Prime Contractor profit not allowed on Subcontractor invoices and profit cannot exceed 10% of the ARRA funds allocated to the Task.

## Exhibit B Att B-2 - Sub ARRA-ALA

Budget for ARRA Reimbursement to Major Subcontractor #1 (1)		Personal Services		Project Operating Expenses					Indirect Costs			ARRA Reimbursable Task Costs for Sub #1
<input type="checkbox"/> DVBE Sub		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Sub-contractors	Indirect Overhead	G&A	Profit <sup>1</sup>	
Alameda County Waste Management Authority												
<b>1.0 Project Administration Activities</b>												
1.1	Attend Kick-off Meeting		0								1	1
1.2	CPR Meetings		0									0
1.3	Final Meeting		0									0
1.4	Monthly Progress Reports		0					68,644				68,644
1.5	<b>Final Report</b>	0	0	0	0	0	0	0	0	0	0	0
1.6	Identify and Obtain Leverage Funds											0
1.7	Identify and Obtain Required Permits											0
1.8	Prevailing Wage Determinations and Weekly Certified Payrolls											0
1.9	Historic Preservation Consultation											0
1.10	Waste Management Plan											0
1.11	Electronic File Format											0
1.12	Establish the PAC		0									0
1.13	Conduct PAC Meetings		0									0
	<b>Administration Activities Subtotals</b>	0	0	0	0	0	0	68,644	0	0	1	68,645
<b>Project Technical Activities (Delete or add rows as necessary)</b>												
2.1	<b>Program Management</b>		0					35,186				35,186
2.2	<b>Workforce Development</b>	18,346	8,535	0	0	0	0	453,820	0	0	0	480,701
2.3	<b>Participant Recruitment</b>	0	0	0	0	0	0	284,256	0	0	0	284,256
2.4	<b>Retrofit Installations</b>	36,691	17,069	0	0	0	0	123,640	0	0	0	177,400
2.5	<b>Quality Assurance</b>	0	0	0	0	0	0	14,090	0	0	0	14,090
2.6	<b>Verification of Energy Savings</b>	55,037	25,603	0	0	0	0	115,660	0	0	0	196,300

## Exhibit B Att B-2 - Sub ARRA-ALA

Budget for ARRA Reimbursement to Major Subcontractor #1 (1)		Personal Services		Project Operating Expenses					Indirect Costs			ARRA Reimbursable Task Costs for Sub #1
		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Sub-contractors	Indirect Overhead	G&A	Profit <sup>1</sup>	
<input type="checkbox"/> DVBE Sub Alameda County Waste Management Authority												
2.7	Marketing and Outreach	32,000	14,886	0	0	0	0	1,528,323	0	0	0	1,575,209
2.8	Public Policy Support	0	0	0	0	0	0	0	0	0	0	0
<b>Technical Activities Subtotals</b>		142,074	66,093	0	0	0	0	2,554,975	0	0	0	2,763,142

Major Subcontractor #1	Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Minor Subcontractors	Indirect Overhead	G&A	Profit	Major Sub #1 ARRA Reimbursable Cost
<b>ARRA Reimbursable Totals</b>	142,074	66,093	0	0	0	0	2,623,619	0	0	1	2,831,787
<b>Percent of the Total</b>	5%	2%	0%	0%	0%	0%	93%	0%	0%	0%	100%
<b>Total project expenses =</b>							2,623,619	<b>Total overhead &amp; profit =</b>			1

(1) Subcontractor profit is not allowed on Sub-subcontractor invoices and profit cannot exceed 10% of the ARRA funds allocated to the Task.

## Exhibit B Att B-2 - Sub ARRA-CC

NOTE: Data in blue cells are calculated or transferred from other spreadsheets in this Excel workbook.

Only fill in the non-colored cells that apply to your project.

Budget for ARRA Reimbursement to Major Subcontractor #2 (1)		Personal Services		Project Operating Expenses					Indirect Costs			ARRA Reimbursable Task Costs for Sub #1
<input type="checkbox"/> DVBE Sub		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Sub-contractors	Indirect Overhead	G&A	Profit <sup>1</sup>	
County of Contra Costa												
<b>1.0 Project Administration Activities</b>												
1.1	Attend Kick-off Meeting		0						0		1	1
1.2	CPR Meetings		0						0			0
1.3	Final Meeting		0						0			0
1.4	Monthly Progress Reports	15,583	4,675						5,142			25,400
1.5	<b>Final Report</b>	0	0	0	0	0	0	0	0	0	0	0
1.6	Identify and Obtain Leverage Funds											0
1.7	Identify and Obtain Required Permits											0
1.8	Prevailing Wage Determinations and Weekly Certified Payrolls											0
1.9	Historic Preservation Consultation											0
1.10	Waste Management Plan											0
1.11	Electronic File Format											0
1.12	Establish the PAC		0						0			0
1.13	Conduct PAC Meetings	5,319	1,596						1,755			8,671
	<b>Administration Activities Subtotals</b>	20,902	6,271	0	0	0	0	0	6,898	0	1	34,071
<b>Project Technical Activities (Delete or add rows as necessary)</b>												
2.1	<b>Program Management</b>	6,890	2,067						2,274			11,231
2.2	<b>Workforce Development</b>	9,710	2,913	0	0	0	0	0	3,204	0	0	15,827
2.3	<b>Participant Recruitment</b>	39,270	11,781	0	0	0	0	0	12,959	0	0	64,010

## Exhibit B Att B-2 - Sub ARRA-CC

Budget for ARRA Reimbursement to Major Subcontractor #2 (1)		Personal Services		Project Operating Expenses					Indirect Costs			ARRA Reimbursable Task Costs for Sub #1
		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Sub-contractors	Indirect Overhead	G&A	Profit <sup>1</sup>	
<input type="checkbox"/> DVBE Sub County of Contra Costa												
2.4	Retrofit Installations	52,908	15,872	0	0	0	760,569	0	17,460	0	0	846,809
2.5	Quality Assurance	23,789	7,137	0	0	0	0	0	7,850	0	0	38,776
2.6	Verification of Energy Savings	13,402	4,021	0	0	0	0	0	4,423	0	0	21,845
2.7	Marketing and Outreach	45,831	13,749	10,000	0	0	0	0	15,124	0	0	84,705
2.8	Public Policy Support	0	0	0	0	0	0	0	0	0	0	0
<b>Technical Activities Subtotals</b>		191,800	57,540	10,000	0	0	760,569	0	63,294	0	0	1,083,203

Major Subcontractor #2	Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Minor Subcontractors	Indirect Overhead	G&A	Profit	Major Sub #1 ARRA Reimbursable Cost
<b>ARRA Reimbursable Totals</b>	212,702	63,811	10,000	0	0	760,569	0	70,192	0	1	1,117,274
<b>Percent of the Total</b>	19%	6%	1%	0%	0%	68%	0%	6%	0%	0%	100%
Total project expenses =							770,569	Total overhead & profit =			70,193

(1) Subcontractor profit is not allowed on Sub-subcontractor invoices and profit cannot exceed 10% of the ARRA funds allocated to the Task.

## Exhibit B Att B-2 - Sub ARRA-MRN

NOTE: Data in blue cells are calculated or transferred from other spreadsheets in this Excel workbook.

Only fill in the non-colored cells that apply to your project.

Budget for ARRA Reimbursement to Major Subcontractor #3 (1)		Personal Services		Project Operating Expenses					Indirect Costs			ARRA Reimbursable Task Costs for Sub #1
<input type="checkbox"/> DVBE Sub		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Sub-contractors	Indirect Overhead	G&A	Profit <sup>1</sup>	
County of Marin												
<b>1.0 Project Administration Activities</b>												
1.1	Attend Kick-off Meeting	1,900	760			200					1	2,861
1.2	CPR Meetings											0
1.3	Final Meeting											0
1.4	Monthly Progress Reports	7,000	2,800									9,800
1.5	<b>Final Report</b>	<b>2,500</b>	<b>1,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,500</b>
1.6	Identify and Obtain Leverage Funds											0
1.7	Identify and Obtain Required Permits											0
1.8	Prevailing Wage Determinations and Weekly Certified Payrolls											0
1.9	Historic Preservation Consultation											0
1.10	Waste Management Plan											0
1.11	Electronic File Format											0
1.12	Establish the PAC											0
1.13	Conduct PAC Meetings	3,073	1,229									4,302
	<b>Administration Activities Subtotals</b>	<b>14,473</b>	<b>5,789</b>	<b>0</b>	<b>0</b>	<b>200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>20,463</b>
<b>Project Technical Activities (Delete or add rows as necessary)</b>												
2.1	<b>Program Management</b>	4,700	1,880									6,580
2.2	<b>Workforce Development</b>	9,800	3,920	0	0	0	0	0	0	0	0	13,720
2.3	<b>Participant Recruitment</b>	25,000	10,000	17,500	0	1,300	17,500	30,700	0	0	0	102,000

## Exhibit B Att B-2 - Sub ARRA-MRN

Budget for ARRA Reimbursement to Major Subcontractor #3 (1)		Personal Services		Project Operating Expenses					Indirect Costs			ARRA Reimbursable Task Costs for Sub #1
		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Sub-contractors	Indirect Overhead	G&A	Profit <sup>1</sup>	
<input type="checkbox"/> DVBE Sub County of Marin												
2.4	Retrofit Installations	10,000	4,000	0	0	300	0	0	0	0	0	14,300
2.5	Quality Assurance	3,800	1,520	0	0	200	0	0	0	0	0	5,520
2.6	Verification of Energy Savings	0	0	0	0	0	0	0	0	0	0	0
2.7	Marketing and Outreach	20,100	8,040	0	0	0	0	30,000	0	0	0	58,140
2.8	Public Policy Support	29,600	11,840	0	0	800	10,500	0	0	0	0	52,740
<b>Technical Activities Subtotals</b>		<b>103,000</b>	<b>41,200</b>	<b>17,500</b>	<b>0</b>	<b>2,600</b>	<b>28,000</b>	<b>60,700</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>253,000</b>

Major Subcontractor #3	Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Minor Subcontractors	Indirect Overhead	G&A	Profit	Major Sub #1 ARRA Reimbursable Cost
<b>ARRA Reimbursable Totals</b>	117,473	46,989	17,500	0	2,800	28,000	60,700	0	0	1	273,463
<b>Percent of the Total</b>	43%	17%	6%	0%	1%	10%	22%	0%	0%	0%	100%
Total project expenses =							109,000	Total overhead & profit =			1

(1) Subcontractor profit is not allowed on Sub-subcontractor invoices and profit cannot exceed 10% of the ARRA funds allocated to the Task.

## Exhibit B Att B-2 - Sub ARRA-SF

NOTE: Data in blue cells are calculated or transferred from other spreadsheets in this Excel workbook.

Only fill in the non-colored cells that apply to your project.

Budget for ARRA Reimbursement to Major Subcontractor #4 (1)		Personal Services		Project Operating Expenses					Indirect Costs			ARRA Reimbursable Task Costs for Sub #1
<input type="checkbox"/> DVBE Sub		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Sub-contractors	Indirect Overhead	G&A	Profit <sup>1</sup>	
City/County of San Francisco												
<b>1.0 Project Administration Activities</b>												
1.1	Attend Kick-off Meeting										1	1
1.2	CPR Meetings											0
1.3	Final Meeting											0
1.4	Monthly Progress Reports	8,319	3,078						5,128			16,525
1.5	<b>Final Report</b>	<b>2,080</b>	<b>769</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,282</b>	<b>0</b>	<b>0</b>	<b>4,131</b>
1.6	Identify and Obtain Leverage Funds											0
1.7	Identify and Obtain Required Permits											0
1.8	Prevailing Wage Determinations and Weekly Certified Payrolls											0
1.9	Historic Preservation Consultation											0
1.10	Waste Management Plan											0
1.11	Electronic File Format											0
1.12	Establish the PAC											0
1.13	Conduct PAC Meetings	3,743	1,385						2,308			7,436
	<b>Administration Activities Subtotals</b>	<b>14,142</b>	<b>5,233</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,718</b>	<b>0</b>	<b>1</b>	<b>28,094</b>
<b>Project Technical Activities (Delete or add rows as necessary)</b>												
2.1	<b>Program Management</b>	4,159	1,539						2,564			8,263
2.2	<b>Workforce Development</b>	1,040	385	0	0	0	0	0	641	0	0	2,066
2.3	<b>Participant Recruitment</b>	1,560	577	0	0	0	0	0	962	0	0	3,098



## Exhibit B Att B-2 - Sub ARRA-SF

Budget for ARRA Reimbursement to Major Subcontractor #4 (1)		Personal Services		Project Operating Expenses					Indirect Costs			ARRA Reimbursable Task Costs for Sub #1
		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Sub-contractors	Indirect Overhead	G&A	Profit <sup>1</sup>	
<input type="checkbox"/> DVBE Sub City/County of San Francisco												
2.4	Retrofit Installations	30,156	11,158	0	0	0	0	500,000	18,590	0	0	559,903
2.5	Quality Assurance	1,820	673	0	0	0	0	25,000	1,122	0	0	28,615
2.6	Verification of Energy Savings	0	0	0	0	0	0	0	0	0	0	0
2.7	Marketing and Outreach	78,613	29,087	0	0	0	0	85,109	48,462	0	0	241,271
2.8	Public Policy Support	2,340	866	0	0	0	0	0	1,442	0	0	4,648
<b>Technical Activities Subtotals</b>		119,688	44,284	0	0	0	0	610,109	73,782	0	0	847,863

Major Subcontractor #4	Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Minor Subcontractors	Indirect Overhead	G&A	Profit	Major Sub #1 ARRA Reimbursable Cost
<b>ARRA Reimbursable Totals</b>	133,830	49,517	0	0	0	0	610,109	82,500	0	1	875,957
<b>Percent of the Total</b>	15%	6%	0%	0%	0%	0%	70%	9%	0%	0%	100%
Total project expenses =							610,109	Total overhead & profit =		82,501	

(1) Subcontractor profit is not allowed on Sub-subcontractor invoices and profit cannot exceed 10% of the ARRA funds allocated to the Task.

## Exhibit B Att B-2 - Sub ARRA-SCL

NOTE: Data in blue cells are calculated or transferred from other spreadsheets in this Excel workbook.

Only fill in the non-colored cells that apply to your project.

Budget for ARRA Reimbursement to Major Subcontractor #5 (1)		Personal Services		Project Operating Expenses					Indirect Costs			ARRA Reimbursable Task Costs for Sub #1
<input type="checkbox"/> DVBE Sub		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Sub-contractors	Indirect Overhead	G&A	Profit <sup>1</sup>	
County of Santa Clara												
<b>1.0 Project Administration Activities</b>												
1.1	Attend Kick-off Meeting										1	1
1.2	CPR Meetings											0
1.3	Final Meeting											0
1.4	Monthly Progress Reports	12,600	6,048					20,800				39,448
1.5	<b>Final Report</b>	<b>1,680</b>	<b>806</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,486</b>
1.6	Identify and Obtain Leverage Funds											0
1.7	Identify and Obtain Required Permits											0
1.8	Prevailing Wage Determinations and Weekly Certified Payrolls											0
1.9	Historic Preservation Consultation											0
1.10	Waste Management Plan											0
1.11	Electronic File Format											0
1.12	Establish the PAC											0
1.13	Conduct PAC Meetings	3,024	1,452					7,200				11,676
	<b>Administration Activities Subtotals</b>	<b>17,304</b>	<b>8,306</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>38,000</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>63,611</b>
<b>Project Technical Activities (Delete or add rows as necessary)</b>												
2.1	<b>Program Management</b>	16,164	7,759					20,000				43,923
2.2	<b>Workforce Development</b>	16,164	7,758	0	0	0	0	20,000	0	0	0	43,922
2.3	<b>Participant Recruitment</b>	24,246	11,638	0	0	0	0	14,000	0	0	0	49,884

## Exhibit B Att B-2 - Sub ARRA-SCL

Budget for ARRA Reimbursement to Major Subcontractor #5 (1)		Personal Services		Project Operating Expenses					Indirect Costs			ARRA Reimbursable Task Costs for Sub #1
		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Sub-contractors	Indirect Overhead	G&A	Profit <sup>1</sup>	
<input type="checkbox"/> DVBE Sub County of Santa Clara												
2.4	Retrofit Installations	0	0	0	0	0	0	0	0	0	0	0
2.5	Quality Assurance	16,164	7,759	0	0	0	0	30,000	0	0	0	53,923
2.6	Verification of Energy Savings	0	0	0	0	0	0	0	0	0	0	0
2.7	Marketing and Outreach	42,835	20,561	0	0	0	0	1,552,769	0	0	0	1,616,165
2.8	Public Policy Support	33,944	16,294	0	0	0	0	30,000	0	0	0	80,238
<b>Technical Activities Subtotals</b>		149,517	71,769	0	0	0	0	1,666,769	0	0	0	1,888,055

66	Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Minor Subcontractors	Indirect Overhead	G&A	Profit	Major Sub #1 ARRA Reimbursable Cost
<b>ARRA Reimbursable Totals</b>	166,821	80,075	0	0	0	0	1,704,769	0	0	1	1,951,666
<b>Percent of the Total</b>	9%	4%	0%	0%	0%	0%	87%	0%	0%	0%	100%
							<b>Total project expenses =</b>	1,704,769	<b>Total overhead &amp; profit =</b>		1

(1) Subcontractor profit is not allowed on Sub-subcontractor invoices and profit cannot exceed 10% of the ARRA funds allocated to the Task.

## Exhibit B Att B-2 - Sub ARRA-SM

NOTE: Data in blue cells are calculated or transferred from other spreadsheets in this Excel workbook.

Only fill in the non-colored cells that apply to your project.

Budget for ARRA Reimbursement to Major Subcontractor #6 (1)		Personal Services		Project Operating Expenses					Indirect Costs			ARRA Reimbursable Task Costs for Sub #1
<input type="checkbox"/> DVBE Sub		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Sub-contractors	Indirect Overhead	G&A	Profit <sup>1</sup>	
County of San Mateo												
<b>1.0 Project Administration Activities</b>												
1.1	Attend Kick-off Meeting	660	264			200					1	1,125
1.2	CPR Meetings											0
1.3	Final Meeting											0
1.4	Monthly Progress Reports	9,900	3,960									13,860
1.5	<b>Final Report</b>	<b>5,595</b>	<b>2,238</b>	0	0	0	0	0	0	0	0	<b>7,833</b>
1.6	Identify and Obtain Leverage Funds											0
1.7	Identify and Obtain Required Permits											0
1.8	Prevailing Wage Determinations and Weekly Certified Payrolls											0
1.9	Historic Preservation Consultation											0
1.10	Waste Management Plan											0
1.11	Electronic File Format											0
1.12	Establish the PAC											0
1.13	Conduct PAC Meetings	32,160	12,864									45,024
	<b>Administration Activities Subtotals</b>	<b>48,315</b>	<b>19,326</b>	0	0	200	0	0	0	0	1	<b>67,842</b>
<b>Project Technical Activities (Delete or add rows as necessary)</b>												
2.1	<b>Program Management</b>	3,008	1,203									4,211
2.2	<b>Workforce Development</b>	12,240	4,896	0	0	0	0	0	0	0	0	17,136
2.3	<b>Participant Recruitment</b>	41,000	16,400	20,000	0	0	45,000	0	0	0	0	122,400

## Exhibit B Att B-2 - Sub ARRA-SM

Budget for ARRA Reimbursement to Major Subcontractor #6 (1)		Personal Services		Project Operating Expenses					Indirect Costs			ARRA Reimbursable Task Costs for Sub #1
		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Sub-contractors	Indirect Overhead	G&A	Profit <sup>1</sup>	
<input type="checkbox"/> DVBE Sub County of San Mateo												
2.4	Retrofit Installations	6,040	2,416	0	0	0	0	0	0	0	0	8,456
2.5	Quality Assurance	11,200	4,480	0	0	0	0	0	0	0	0	15,680
2.6	Verification of Energy Savings	0	0	0	0	0	0	0	0	0	0	0
2.7	Marketing and Outreach	91,920	36,768	103,456	0	0	91,000	158,500	0	0	0	481,644
2.8	Public Policy Support	46,840	18,736	1,850	0	800	0	0	0	0	0	68,226
<b>Technical Activities Subtotals</b>		212,248	84,899	125,306	0	800	136,000	158,500	0	0	0	717,753

Major Subcontractor #6	Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Minor Subcontractors	Indirect Overhead	G&A	Profit	Major Sub #1 ARRA Reimbursable Cost
<b>ARRA Reimbursable Totals</b>	260,563	104,225	125,306	0	1,000	136,000	158,500	0	0	1	785,595
<b>Percent of the Total</b>	33%	13%	16%	0%	0%	17%	20%	0%	0%	0%	100%
Total project expenses =							420,806	Total overhead & profit =			1

(1) Subcontractor profit is not allowed on Sub-subcontractor invoices and profit cannot exceed 10% of the ARRA funds allocated to the Task.

## Exhibit B Att B-2 - Sub ARRA-SOL

NOTE: Data in blue cells are calculated or transferred from other spreadsheets in this Excel workbook.

Only fill in the non-colored cells that apply to your project.

Budget for ARRA Reimbursement to Major Subcontractor #7 (1)		Personal Services		Project Operating Expenses					Indirect Costs			ARRA Reimbursable Task Costs for Sub #1
<input type="checkbox"/> DVBE Sub		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Sub-contractors	Indirect Overhead	G&A	Profit <sup>1</sup>	
County of Solano												
<b>1.0 Project Administration Activities</b>												
1.1	Attend Kick-off Meeting	367	147						121		1	636
1.2	CPR Meetings											0
1.3	Final Meeting											0
1.4	Monthly Progress Reports	7,345	2,938						2,424			12,706
1.5	<b>Final Report</b>	<b>3,000</b>	<b>1,200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>990</b>	<b>0</b>	<b>0</b>	<b>5,190</b>
1.6	Identify and Obtain Leverage Funds											0
1.7	Identify and Obtain Required Permits											0
1.8	Prevailing Wage Determinations and Weekly Certified Payrolls											0
1.9	Historic Preservation Consultation											0
1.10	Waste Management Plan											0
1.11	Electronic File Format											0
1.12	Establish the PAC											0
1.13	Conduct PAC Meetings	18,000	7,200						5,940			31,140
	<b>Administration Activities Subtotals</b>	<b>28,712</b>	<b>11,485</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,475</b>	<b>0</b>	<b>1</b>	<b>49,672</b>
<b>Project Technical Activities (Delete or add rows as necessary)</b>												
2.1	<b>Program Management</b>	1,000	400						330			1,730
2.2	<b>Workforce Development</b>	5,000	2,000	0	0	0	0	27,392	1,650	0	0	36,042
2.3	<b>Participant Recruitment</b>	20,000	8,000	7,000	0	0	0	0	6,600	0	0	41,600

## Exhibit B Att B-2 - Sub ARRA-SOL

Budget for ARRA Reimbursement to Major Subcontractor #7 (1)		Personal Services		Project Operating Expenses					Indirect Costs			ARRA Reimbursable Task Costs for Sub #1
		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Sub-contractors	Indirect Overhead	G&A	Profit <sup>1</sup>	
<input type="checkbox"/> DVBE Sub County of Solano												
2.4	Retrofit Installations	0	0	0	0	0	0	40,000	0	0	0	40,000
2.5	Quality Assurance	5,000	2,000	0	0	0	0	0	1,650	0	0	8,650
2.6	Verification of Energy Savings	5,000	2,000	0	0	0	0	0	1,650	0	0	8,650
2.7	Marketing and Outreach	35,800	14,320	67,350	0	0	0	100,000	11,814	0	0	229,284
2.8	Public Policy Support	21,000	8,400	420	0	1,000	0	0	6,930	0	0	37,750
<b>Technical Activities Subtotals</b>		<b>92,800</b>	<b>37,120</b>	<b>74,770</b>	<b>0</b>	<b>1,000</b>	<b>0</b>	<b>167,392</b>	<b>30,624</b>	<b>0</b>	<b>0</b>	<b>403,706</b>

Major Subcontractor #7	Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Minor Subcontractors	Indirect Overhead	G&A	Profit	Major Sub #1 ARRA Reimbursable Cost
<b>ARRA Reimbursable Totals</b>	121,512	48,605	74,770	0	1,000	0	167,392	40,099	0	1	453,378
<b>Percent of the Total</b>	27%	11%	16%	0%	0%	0%	37%	9%	0%	0%	100%
Total project expenses =							243,162	Total overhead & profit =			40,100

(1) Subcontractor profit is not allowed on Sub-subcontractor invoices and profit cannot exceed 10% of the ARRA funds allocated to the Task.

## Exhibit B Att B-2 - Sub ARRA-SON

NOTE: Data in blue cells are calculated or transferred from other spreadsheets in this Excel workbook.

Only fill in the non-colored cells that apply to your project.

Budget for ARRA Reimbursement to Major Subcontractor #8 (1)												
		Personal Services		Project Operating Expenses					Indirect Costs			ARRA Reimbursable Task Costs for Sub #1
<input type="checkbox"/> DVBE Sub		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Sub-contractors	Indirect Overhead	G&A	Profit <sup>1</sup>	
Sonoma County Transportation Authority												
<b>1.0 Project Administration Activities</b>												
1.1	Attend Kick-off Meeting	396	99			172		8,870	74		1	9,612
1.2	CPR Meetings							16,740	0			16,740
1.3	Final Meeting	396	99			172		8,900	74			9,641
1.4	Monthly Progress Reports	3,168	792					150,760	594			155,314
1.5	<b>Final Report</b>	<b>1,584</b>	<b>396</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>37,560</b>	<b>297</b>	<b>0</b>	<b>0</b>	<b>39,837</b>
1.6	Identify and Obtain Leverage Funds											0
1.7	Identify and Obtain Required Permits											0
1.8	Prevailing Wage Determinations and Weekly Certified Payrolls											0
1.9	Historic Preservation Consultation											0
1.10	Waste Management Plan											0
1.11	Electronic File Format											0
1.12	Establish the PAC								0			0
1.13	Conduct PAC Meetings	792	198			1,200		63,300	149			65,639
	<b>Administration Activities Subtotals</b>	<b>6,336</b>	<b>1,584</b>	<b>0</b>	<b>0</b>	<b>1,544</b>	<b>0</b>	<b>286,130</b>	<b>1,188</b>	<b>0</b>	<b>1</b>	<b>296,783</b>
<b>Project Technical Activities (Delete or add rows as necessary)</b>												
2.1	<b>Program Management</b>	12,000	3,000	0	0	800	0	31,925	2,250	0	0	49,975
2.2	<b>Workforce Development</b>	10,528	2,632	0	0	0	0	59,345	1,974	0	0	74,479
2.3	<b>Participant Recruitment</b>	2,584	646	2,000	0	660	0	37,000	485	0	0	43,375



## Exhibit B Att B-2 - Sub ARRA-SON

Budget for ARRA Reimbursement to Major Subcontractor #8 (1)		Personal Services		Project Operating Expenses					Indirect Costs			ARRA Reimbursable Task Costs for Sub #1
		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Sub-contractors	Indirect Overhead	G&A	Profit <sup>1</sup>	
<input type="checkbox"/> DVBE Sub Sonoma County Transportation Authority												
2.4	Retrofit Installations	2,500	625	0	0	0	0	352,205	469	0	0	355,799
2.5	Quality Assurance	7,110	1,778	0	0	0	0	83,993	1,333	0	0	94,214
2.6	Verification of Energy Savings	2,320	580	0	0	0	0	38,760	435	0	0	42,095
2.7	Marketing and Outreach	3,830	958	0	0	0	0	157,200	718	0	0	162,706
2.8	Public Policy Support	27,650	6,913	1,000	0	1,800	0	32,970	5,184	0	0	75,517
<b>Technical Activities Subtotals</b>		<b>68,522</b>	<b>17,131</b>	<b>3,000</b>	<b>0</b>	<b>3,260</b>	<b>0</b>	<b>793,398</b>	<b>12,848</b>	<b>0</b>	<b>0</b>	<b>898,158</b>

Major Subcontractor #8	Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Minor Subcontractors	Indirect Overhead	G&A	Profit	Major Sub #1 ARRA Reimbursable Cost
<b>ARRA Reimbursable Totals</b>	74,858	18,715	3,000	0	4,804	0	1,079,528	14,036	0	1	1,194,941
<b>Percent of the Total</b>	6%	2%	0%	0%	0%	0%	90%	1%	0%	0%	100%
<b>Total project expenses =</b>							<b>1,087,332</b>	<b>Total overhead &amp; profit =</b>		<b>14,037</b>	

(1) Subcontractor profit is not allowed on Sub-subcontractor invoices and profit cannot exceed 10% of the ARRA funds allocated to the Task.

## Exhibit B Att B-3 - Prime Rates

Association of Bay Area Governments						
		Projected Hourly Rates (\$)				Projected Total Hours Worked
		Dates:	From: 4/1/10 To: 6/30/10	From: 7/1/10 To: 6/30/11	From: 7/1/11 To: 3/31/12	
Name	Job Classification/Title	(\$) Ceiling Rate	(\$) Ceiling Rate	(\$) Ceiling Rate		
ANDERSON, H	COMMUNICATION OFFICER	\$39.57	\$41.15	\$42.80	800	
GUMBS, CHANELL	CUSTOMER SERV REP	\$31.83	\$34.76	\$36.15	1800	
SAELEE, N	ASST. SUPPLY CLERK	\$27.13	\$28.60	\$29.75	1800	
ZIPPERT, LEAH	COMMUNICATION OFFICER	\$47.56	\$49.46	\$52.14	800	
ATTAWAY, S	WEBMASTER	\$47.56	\$49.46	\$52.14	800	
KIRKING, B	IT DIRECTOR	\$71.78	\$78.39	\$85.60	240	
BOEGER, D	WEB DESIGNER	\$39.22	\$41.15	\$42.80	400	
RUTHERFORD, V	COMMUNICATIONS ASSISTANT	\$34.48	\$35.86	\$37.81	360	
GUZMAN, J	PLANNER	\$42.75	\$46.68	\$50.97	200	
LAHR, G	PRINCIPAL	\$66.11	\$69.70	\$72.49	760	
MAHARAJ, V	ADMINISTRATIV SECRETARY	\$34.48	\$35.86	\$37.81	120	
RAPPORT, E	DEPUTY EXE. DIR.	\$106.94	\$116.78	\$127.52	100	
EEDS, G	SENIOR ADMIN. OFFICER	\$58.40	\$60.74	\$63.17	210	
HARRINGTON, C	ACCOUNTING SPECIALIST	\$39.57	\$41.15	\$43.39	76	
HSIEH, SUSAN	ASST. FIN DIRECTOR	\$61.03	\$66.64	\$69.31	155	
KILPATRICK, S	LEGAL ASSISTANT	\$31.83	\$34.76	\$36.15	13	
MOY, K	LEGAL COUNSEL	\$102.29	\$111.70	\$121.97	18	
NG, LUCY	ACCOUNTING TECHNICIAN	\$38.21	\$41.72	\$43.39	210	
PARKINSON, F	APPLICATION PROGRAMMER	\$46.10	\$47.94	\$49.86	67	
PIKE, HERBERT	FINANCE DIRECTOR	\$81.48	\$88.98	\$97.16	114	
WIRE, G	ACCOUNTING TECHNICIAN	\$28.91	\$31.57	\$32.83	96	

\* Your actual billable rates cannot exceed the ceiling rates specified in this exhibit.

\* As a reminder, this sheet lists unloaded (that is, before fringe benefits or any other overhead) rates.



# Exhibit B

## Att B-3 - Sub Rates-CC

County of Contra Costa

		Projected Hourly Rates (\$)						Projected Total Hours Worked		
		Dates:		From:	7/1/09	From:	7/1/10		From:	7/1/11
		To:	6/30/10	To:	6/30/11	To:	3/31/12			
Name	Job Classification/Title	(\$)	Ceiling Rate	(\$)	Ceiling Rate	(\$)	Ceiling Rate			
Jason Crapo	Deputy Director, Building Inspection	\$73.88		\$77.57		\$81.27		400		
TBD	Principal Building Inspector	\$46.66		\$49.00		\$51.33		460		
TBD	Building Inspector II	\$41.09		\$43.14		\$45.20		460		
TBD	LD Weatherization HM RPR Spec	\$28.93		\$30.37		\$31.82		460		
TBD	Weatherization/HM Repair Spec	\$25.04		\$26.30		\$27.55		460		
TBD	Accountant III	\$40.00		\$42.00		\$44.00		460		
TBD	Account Clk-Adv	\$26.52		\$27.85		\$29.17		460		
TBD	Clerk-Exp Lvl	\$21.12		\$22.18		\$23.23		460		
TBD	Clerk-Spec Lvl	\$27.13		\$28.49		\$29.84		460		
TBD	Planner III	\$51.62		\$54.20		\$56.79		460		
TBD	Principal Planner	\$56.98		\$59.83		\$62.68		460		

- \* Your actual billable rates cannot exceed the rates specified in this exhibit.
- \* As a reminder, this sheet lists unloaded (that is, before fringe benefits or any other overhead) rates.







# Exhibit B

## Att B-3 - Sub Rates-SM

County of San Mateo

		Projected Hourly Rates (\$)				Projected Total Hours Worked
		Dates:		From: 4/1/010	From: 6/30/10	
		To: 6/30/10	To: 3/31/12			
Name	Job Classification/Title	(\$) Ceiling Rate	(\$) Ceiling Rate			
Peggy Jensen	Deputy County Manager	\$ 95.00	\$ 95.00		200	
TBD Project Manager	Planner	\$ 50.00	\$ 50.00		3200	
Michael O'Connell	Asst. Chief Building Inspector	\$ 51.00	\$ 51.00		400	
Jeffery Liang	Resource Conservation Specialist	\$ 40.00	\$ 40.00		1000	
Douglas Alfaro	Intern	\$ 10.00	\$ 20.00		1000	

\* Your actual billable rates cannot exceed the rates specified in this exhibit.  
 \* As a reminder, this sheet lists unloaded (that is, before fringe benefits or any other overhead) rates.



# Exhibit B

## Att B-3 - Sub Rates-SOL

County of Solano

		Projected Hourly Rates (\$)						Projected Total Hours Worked		
		Dates:		From:	7/1/09	From:	7/1/10		From:	7/1/11
		To:	6/30/10	To:	6/30/11	To:	3/31/12			
Name	Job Classification/Title	(\$)	Ceiling Rate	(\$)	Ceiling Rate	(\$)	Ceiling Rate			
Michael Cooper	Asst Treasurer - Tax Collector	\$	62	\$	65	\$	68	400		
TBD	Principal Building Inspector	\$	47	\$	49	\$	51	200		
TBD	Building Inspector II	\$	41	\$	43	\$	45	400		
TBD	LD Weatherization HM RPR Spec	\$	29	\$	30	\$	32	1000		
TBD	Weatherization/HM Repair Spec	\$	25	\$	26	\$	28	1000		
TBD	Accountant III	\$	40	\$	42	\$	44	140		
TBD	Account Clk-Adv	\$	27	\$	28	\$	29			
TBD	Clerk-Exp Lvl	\$	21	\$	22	\$	23			
TBD	Clerk-Spec Lvl	\$	27	\$	28	\$	30			
TBD	Planner III	\$	52	\$	54	\$	57			
TBD	Principal Planner	\$	57	\$	60	\$	63			

- \* Your actual billable rates cannot exceed the rates specified in this exhibit.
- \* As a reminder, this sheet lists unloaded (that is, before fringe benefits or any other overhead) rates.



# Exhibit B

## Att B-4 - Prime Costs Calc

### Association of Bay Area Governments

Time intervals from the start of the project through the Contract Term End Date. (Use your organization's Fiscal Year start / end dates.)				Percentage Rate			
				Fringe Benefits (FB)	Indirect Overhead (OH)	General & Administrative (GA)	Profit (P) (10% Max)
From:	4/1/10	To:	6/30/10	61%	43%	%	0%
From:	7/1/10	To:	6/30/11	62%	43%	%	0%
From:	7/1/11	To:	3/31/12	63%	43%	%	0%

Note: Use the categories that you typically use in your standard business practice.

Expense Items in the Budget Spreadsheets	List the budget expense items to which the indirect costs or fees are applied. Use the following abbreviations: DL = Direct Labor, FB = Fringe Benefits, M = Materials, EQ = Equipment, T = Travel, MS = Miscellaneous, S = Subcontracts, OH = Indirect Overhead, G&A = General & Administrative (For example, if the Fringe Benefits percentage is applied to Direct Labor expense, you would list DL in the Fringe Benefits line.)
Fringe Benefits	DL
Indirect Overhead	DL+FB
General & Administrative	NA
Profit*	NA

List items you include in each category (e.g., vacation, retirement plan, telephone, secretarial, rent/lease, insurance, etc.). If vacation, holidays, or sick leave are included, do not double count in your hourly rate calculations.

Fringe Benefits	Indirect Overhead	General & Administrative
CalPERS Pension	Amortized Software Costs	
Workers' Comp	Audit Fees	
Long Term Disability	Automobile Expense	
Medical	Building Maintenance	
Dental & Vision	Computer Processing	
Parking	Conferences & Seminars	
Transit	Consultants--Systems	
Performance Enhancement Prgm	Depre.--Furniture & Auto	
Unemployment Ins	Depre.--Office Building	
FICA & Medicare	Depre--Computers	
Short Term Disability	Equipment Maintenance	
Life Insurance	Insurance	
Retirement Medical	Labor Relations	
	Office Supplies	
	Postage	
	Copying	
	Recruiting	
	Space Rentals	
	Staff Training & Development	
	Subscriptions & Memberships	
	Telephone	
	Temporary Personnel Services	
	Travel	
	Utilities	

\* Prime Contractor profit not allowed on Subcontractor invoices.



# Exhibit B

## Att B-4 - Sub Costs Calc-CC

County of Contra Costa

Time intervals from the start of the project through the Contract Term End Date. (Use your organization's Fiscal Year start / end dates.)				Percentage Rate			
				Fringe Benefits (FB)	Indirect Overhead (OH)	General & Administrative (GA)	Profit (P) (10% Max)
From:	7/1/09	To:	6/30/10	30%	33%	%	0%
From:	7/1/10	To:	6/30/11	30%	33%	%	0%
From:	7/1/11	To:	3/31/12	30%	33%	%	0%

Note: Use the categories that you typically use in your standard business practice.

Expense Items in the Budget Spreadsheets	List the budget expense items to which the indirect costs or fees are applied. Use the following abbreviations: DL = Direct Labor, FB = Fringe Benefits, M = Materials, EQ = Equipment, T = Travel, MS = Miscellaneous, S = Subcontracts, OH = Indirect Overhead, G&A = General & Administrative (For example, if the Fringe Benefits percentage is applied to Direct Labor expense, you would list DL in the Fringe Benefits line.)
Fringe Benefits	DL
Indirect Overhead	DL
General & Administrative	
Profit*	

List items you include in each category (e.g., vacation, retirement plan, telephone, secretarial, rent/lease, insurance, etc.). If vacation, holidays, or sick leave are included, do not double count in your hourly rate calculations.

Fringe Benefits	Indirect Overhead	General & Administrative
Health & Dental Insurance	Building occupancy charges	
Retirement	Energy & other utilities	
Workers Compensation	Individual office supplies	
SUI/FICA	Office equipment use (e.g. per page	
Medicare	Website Hosting	
	Departmental Systems/Operations	

\*Subcontractor profit is not allowed on Sub-subcontractor invoices.





# Exhibit B

## Att B-4 - Sub Costs Calc-SF

City/County of San Francisco

Time intervals from the start of the project through the Contract Term End Date. (Use your organization's Fiscal Year start / end dates.)				Percentage Rate			
				Fringe Benefits (FB)	Indirect Overhead (OH)	General & Administrative (GA)	Profit (P) (10% Max)
From:	1/1/10	To:	6/30/10	37%	62%	%	0%
From:	7/1/10	To:	6/30/11	37%	62%	%	0%
From:	7/1/11	To:	3/31/12	37%	62%	%	0%

Note: Use the categories that you typically use in your standard business practice.

Expense Items in the Budget Spreadsheets	List the budget expense items to which the indirect costs or fees are applied. Use the following abbreviations: DL = Direct Labor, FB = Fringe Benefits, M = Materials, EQ = Equipment, T = Travel, MS = Miscellaneous, S = Subcontracts, OH = Indirect Overhead, G&A = General & Administrative (For example, if the Fringe Benefits percentage is applied to Direct Labor expense, you would list DL in the Fringe Benefits line.)
Fringe Benefits	DL
Indirect Overhead	DL
General & Administrative	
Profit*	

List items you include in each category (e.g., vacation, retirement plan, telephone, secretarial, rent/lease, insurance, etc.). If vacation, holidays, or sick leave are included, do not double count in your hourly rate calculations.

Fringe Benefits	Indirect Overhead	General & Administrative
Retirement	Telephone	
Health, Dental, other insurance	IT	
	Rent	
	Furnishings	
	Clerical	
	Insurance	

\*Subcontractor profit is not allowed on Sub-subcontractor invoices.





# Exhibit B

## Att B-4 - Sub Costs Calc-SOL

County of Solano

Time intervals from the start of the project through the Contract Term End Date. (Use your organization's Fiscal Year start / end dates.)				Percentage Rate			
				Fringe Benefits (FB)	Indirect Overhead (OH)	General & Administrative (GA)	Profit (P) (10% Max)
From:	7/1/09	To:	6/30/10	40%	33%	%	0%
From:	7/1/10	To:	6/30/11	40%	33%	%	0%
From:	7/1/11	To:	3/31/12	40%	33%	%	0%

Note: Use the categories that you typically use in your standard business practice.

Expense Items in the Budget Spreadsheets	List the budget expense items to which the indirect costs or fees are applied. Use the following abbreviations: DL = Direct Labor, FB = Fringe Benefits, M = Materials, EQ = Equipment, T = Travel, MS = Miscellaneous, S = Subcontracts, OH = Indirect Overhead, G&A = General & Administrative (For example, if the Fringe Benefits percentage is applied to Direct Labor expense, you would list DL in the Fringe Benefits line.)
Fringe Benefits	DL
Indirect Overhead	DL
General & Administrative	
Profit*	

List items you include in each category (e.g., vacation, retirement plan, telephone, secretarial, rent/lease, insurance, etc.). If vacation, holidays, or sick leave are included, do not double count in your hourly rate calculations.

Fringe Benefits	Indirect Overhead	General & Administrative
Health & Dental Insurance	Building occupancy charges	
Pension	Energy & other utilities	
Workers Compensation	Individual office supplies	
SUI/FICA	Office equipment use (e.g. per page printing/copying charges and phones)	
Medicare	Website Hosting	
	Departmental Systems/Operations (e.g. IT staff, computer/network expenses, general administrative support staff & executive management)	

\*Subcontractor profit is not allowed on Sub-subcontractor invoices.

# Exhibit B

## Att B-4 - Sub Costs Calc-SON

Sonoma County Transportation Authority

Time intervals from the start of the project through the Contract Term End Date. (Use your organization's Fiscal Year start / end dates.)				Percentage Rate			
				Fringe Benefits (FB)	Indirect Overhead (OH)	General & Administrative (GA)	Profit (P) (10% Max)
From:	7/1/09	To:	6/30/10	25%	15%	%	0%
From:	7/1/10	To:	6/30/11	25%	15%	%	0%
From:	7/1/11	To:	3/31/12	25%	15%	%	0%

Note: Use the categories that you typically use in your standard business practice.

Expense Items in the Budget Spreadsheets	List the budget expense items to which the indirect costs or fees are applied. Use the following abbreviations: DL = Direct Labor, FB = Fringe Benefits, M = Materials, EQ = Equipment, T = Travel, MS = Miscellaneous, S = Subcontracts, OH = Indirect Overhead, G&A = General & Administrative (For example, if the Fringe Benefits percentage is applied to Direct Labor expense, you would list DL in the Fringe Benefits line.)
Fringe Benefits	DL
Indirect Overhead	DL & FB
General & Administrative	
Profit*	

List items you include in each category (e.g., vacation, retirement plan, telephone, secretarial, rent/lease, insurance, etc.). If vacation, holidays, or sick leave are included, do not double count in your hourly rate calculations.

Fringe Benefits	Indirect Overhead	General & Administrative
Vacation	telephone	
Sick Leave	secretarial support	
Retirement	lease expense	
Health Insurance	insurance	
FICA	utilities	
Holidays	equipment depreciation	

\*Subcontractor profit is not allowed on Sub-subcontractor invoices.

## Exhibit B Att B-5 - Proj Oper Exp

Pre-approved Travel List *					
Trip Number	Trip Purpose	Destination	Who	Amount	
				ARRA Funds	Leverage Funds
1-1	Trip to Sacramento for Kickoff Meeting	Sacramento	PI, 3 team members	\$110	
2-1, 2-2	2 trips to Sacramento for PAC Meetings @ \$110 per trip		PI, 3 team members	\$220	
3-1	Trip to Sacramento for final meeting	Sacramento	PI, 3 team members	\$110	
				\$440	\$0

Equipment					
Contractor / Sub Name	Name of Equip.	Description	Purpose	Amount	
				ARRA Funds	Leverage Funds
				\$0	\$0

fian

Material(s)					
Contractor / Sub Name	Description of Material(s)	Amount			
		ARRA Funds	Leverage Funds		
ABAG	Printing costs	\$1,250			
Contra Costa County	Produce/distribute regional program flyers and other marketing material	\$10,000			
County of Marin	Marketing Materials, brochures, letter printing, postage, etc.	\$17,500			
County of San Mateo	Contractor marketing materials	\$10,000			
County of San Mateo	Stakeholder/community partner outreach materials	\$10,000			
County of San Mateo	Public marketing materials	\$103,456			
County of San Mateo	Public agency/policy maker presentation materials	\$1,850			
County of Solano	Stakeholder outreach	\$5,000			
County of Solano	Contractor recruitment	\$2,000			
County of Solano	Develop integrated marketing & outreach plan	\$350			
County of Solano	Operate public relations and marketing campaigns	\$67,000			
County of Solano	Recommend policy options for cities and county	\$220			
County of Solano	Meetings and briefings to county and stakeholders	\$200			
Sonoma County Transp	Stakeholder/community partner outreach materials	\$1,500			
Sonoma County Transp	Contractor marketing materials	\$500			
Sonoma County Transp	Policymaker presentation materials	\$1,000			
		\$231,826	\$0		

Miscellaneous Expenditures					
Contractor / Sub Name	Description of Expenditures	Amount			
		ARRA Funds	Leverage Funds		
ABAG	Reporting systems and software	\$25,250			
ABAG	Conference call and web conference services for 24 monthly PAC meetings	\$4,800			
ABAG	Contractor scholarships for BPI/HERS training	\$145,000			
ABAG	Ongoing project tracking, reporting, and carbon calculator fees, 20,000 units @ \$5	\$100,000			
Contra Costa County	Direct Resident Incentives: Subsidized 500 home energy assessments and homeowner	\$760,569			
County of Marin	Advertising Fees	\$17,500			
County of Marin	Meeting Space Rental	\$10,500			
County of San Mateo	Stakeholder outreach events	\$5,000			
County of San Mateo	Contractor recruitment and training events	\$40,000			
County of San Mateo	Public outreach, education and PR events and activities	\$91,000			
		\$1,199,619	\$0		

The payment of incentives under Task 2.4 is considered a separate and distinct task for purposes of payment retention as specified in Exhibit B, Section 5

# Att B-6 - EXHIBIT B Leverage Funding

Contractor / Subcontractor Name:		County of Contra Costa	County of Marin	County of Santa Clara	City/County of San Francisco	County of San Mateo	Sonoma County Transportation Authority	Utility incentives	PACE / private financing	City EECBG (ALA)	City EECBG (CC)	Clean Energy Workforce Training Program (CC)	City EECBG (SCL)	Foundation Grants (SF)	Clean Energy Workforce Training Program (SON)	Water Conservation /Rebate Programs (SON)	City & County EECBG (SON)	DOE Weatherization Assistance Program (SON)	Santa Rosa Clean Energy Advocate Program (SON)	Total Task Leverage Funds	
<b>Project Administration Activities</b>																					
1.1	Attend Kick-off Meeting																				0
1.2	CPR Meetings																				0
1.3	Final Meeting																				0
1.4	Monthly Progress Reports																				0
1.5	<b>Final Report</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1.6	Identify and Obtain Leverage Funds				10,000																10,000
1.7	Identify and Obtain Required Permits																				0
1.8	Prevailing Wage Determinations and Weekly Certified Payrolls																				0
1.9	Historic Preservation Consultation																				0
1.10	Waste Management Plan																				0
1.11	Electronic File Format																				0
1.12	Establish the PAC																				0
1.13	Conduct PAC Meetings																				0
	<b>Administration Activities Subtotals</b>	0	0	0	10,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10,000

# Att B-6 - EXHIBIT B Leverage Funding

Contractor / Subcontractor Name:	County of Contra Costa	County of Marin	County of Santa Clara	City/County of San Francisco	County of San Mateo	Sonoma County Transportation Authority	Utility incentives	PACE / private financing	City EECBG (ALA)	City EECBG (CC)	Clean Energy Workforce Training Program (CC)	City EECBG (SCL)	Foundation Grants (SF)	Clean Energy Workforce Training Program (SON)	Water Conservation /Rebate Programs (SON)	City & County EECBG (SON)	DOE Weatherization Assistance Program (SON)	Santa Rosa Clean Energy Advocate Program (SON)	Total Task Leverage Funds	
<b>Project Technical Activities (Delete rows as necessary)</b>																				
2.1	Program Management					19,365														19,365
2.2	Workforce Development	0	0	0	0	50,000	15,370	0	0	0	100,000	1,000,000	0	175,000	1,000,000	0	0	0	0	2,340,370
2.3	Participant Recruitment	0	33,333	0	0	50,000	28,495	0	0	0	100,000	0	0	25,000	0	0	0	0	0	236,828
2.4	Retrofit Installations	1,099,537	0	0	0	0	8,790	15,100,000	160,000,000	872,500	300,000	0	0	0	0	506,500	208,000	900,000	567,000	179,562,327
2.5	Quality Assurance	0	0	0	0	0	6,000	0	0	0	0	0	0	0	0	0	0	0	0	6,000
2.6	Verification of Energy Savings	0	0	0	0	0	15,110	0	0	0	0	0	0	0	0	0	0	0	0	15,110
2.7	Marketing and Outreach	26,316	0	499,733	58,000	350,000	30,355	0	0	479,100	174,271	0	499,733	75,000	0	0	208,000	0	100,000	2,500,508
2.8	Public Policy Support	0	0	0	5,000	20,000	670	0	0	0	0	0	0	0	0	0	0	0	0	25,670
	<b>Technical Activities Subtotals</b>	1,125,853	33,333	499,733	63,000	470,000	124,155	15,100,000	160,000,000	1,351,600	674,271	1,000,000	499,733	275,000	1,000,000	506,500	416,000	900,000	667,000	184,706,178
	<b>Leverage Funds Totals</b>	1,125,853	33,333	499,733	73,000	470,000	124,155	15,100,000	160,000,000	1,351,600	674,271	1,000,000	499,733	275,000	1,000,000	506,500	416,000	900,000	667,000	184,716,178
	<b>Percent of the Total</b>	1%	0%	0%	0%	0%	0%	8%	87%	1%	0%	1%	0%	0%	1%	0%	0%	0%	0%	100%

## Exhibit B Att B-7 - Additional Notes

Exhibit / Attachment Name (e.g., Exhibit B, Attachment B-3 Sub #2 Rates)	Note
Exhibit B / Attachment B-4 Sub Costs Calc - CC	Fringe Benefit %: The actual amount of fringe benefit cost per person (which includes health & dental insurance, retirement, workers compensation, Medicare and SUI/FICA) will vary depending upon a variety of factors including the health and dental plans selected by each employee. Listed in the attached table is the maximum current fringe benefit rate (FY 2009/2010) for existing staff working in the listed employee job class. Amount of maximum fringe benefit rate for listed job classes for the following fiscal years are not yet known.
Exhibit B / Attachment B-4 Sub Costs Calc - CC	Indirect Overhead %: To maximize cost recovery, many County Departments and Divisions establish and periodically (often on an annual basis) revise their applicable Overhead Rates in the form of a fixed percentage that is added to employee salary & benefit costs as a means of tracking and recovering direct charges, which are not otherwise recovered individually as a direct charge. The County has identified a fixed overhead rate to be used for this Program of 33%, which is lower than County Departments generally charge. The charges covered by the Overhead Rates include building occupancy (including energy use, office supplies, use of office equipment (e.g. per page printing/copying charges and phones), website hosting and departmental administrative system/operations (e.g. IT staff & computer/network expenses, accounting staff, & executive management).
Exhibit B / Attachment B-3 - Sub Rates - CC	Listed in the Att B-3 table is the maximum current "unloaded" hourly rate, which does not include components of hourly staff rates for benefits and overhead, which is applicable to existing staff working in the listed employee job class for FY 2009/2010. Amount of maximum "unloaded" hourly rate for listed job classes for the following fiscal years are not yet known.
Exhibit B / Attachment B-4 Sub Costs Calc - SOL	<b>Fringe Benefit %:</b> The actual amount of fringe benefit cost per person (which includes health & dental insurance, retirement, workers compensation, Medicare and SUI/FICA) will vary depending upon a variety of factors including the health and dental plans selected by each employee. <i>Listed in the attached table is the maximum current fringe benefit rate (FY 2009/2010) for existing staff working in the listed employee job class. Amount of maximum fringe benefit rate for listed job classes for the following fiscal years are not yet known.</i>
Exhibit B / Attachment B-4 Sub Costs Calc - SOL	<b>Indirect Overhead %:</b> To maximize cost recovery, many County Departments and Divisions establish and periodically (often on an annual basis) revise their applicable Overhead Rates in the form of a fixed percentage that is added to employee salary & benefit costs as a means of tracking and recovering direct charges, which are not otherwise recovered individually as a direct charge. The County has identified a fixed overhead rate to be used for this Program of 33%, which is lower than County Departments generally charge. The charges covered by the Overhead Rates include building occupancy (including energy use, office supplies, use of office equipment (e.g. per page printing/copying charges and phones), website hosting and departmental administrative system/operations (e.g. IT staff & computer/network expenses, accounting staff, & executive management).

## EXHIBIT 6

Standard Agreement No. 400-09-021

Exhibit C

“General Terms and Conditions”



## EXHIBIT C

### GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final Agreement. The General Terms and Conditions will be included in the Agreement by reference to Internet site: <http://www.ols.dgs.ca.gov/Standard%20Language/default.htm> Choose "**General Terms and Conditions for all Contracts Except Interagency Agreements**" (GTC-610) or if this Agreement is with another State agency, choose "**General Terms and Conditions for Interagency Agreements**" (GIA-610). The exact terms to be used will be those appearing on the website the date the Agreement is signed by the Contractor

## EXHIBIT 7

Standard Agreement No. 400-09-021

Exhibit D

“Special Terms and Conditions”

## EXHIBIT D

### **Special Terms and Conditions**

#### **1. CONTRACT MANAGEMENT**

- A. The Contractor's Project Manager is responsible for the day-to-day project status, decisions, and communications with the Energy Commission's Contract Manager. The Contractor may change its Project Manager by giving written notice to the Energy Commission, but the Energy Commission reserves the right to approve any substitution of the Project Manager.
- B. The Energy Commission may change its Contract Manager at any time by giving written notice to the Contractor. The Energy Commission's Contract Officer will sign the written notice.
- C. Energy Commission staff may work side by side with the Contractor's staff, to the extent and under conditions that may be directed by the Energy Commission's Contract Manager. In this connection, the Energy Commission staff will be given access to all data, working papers, etc., that the Contractor may seek to utilize.
- D. The Contractor will not be permitted to utilize Energy Commission personnel for the performance of services that are the Contractor's responsibility, unless the Energy Commission's Contract Manager agrees to such utilization in writing and an appropriate adjustment in price is made. No charge will be made to the Contractor for the services of Energy Commission employees while performing, coordinating or monitoring functions.

#### **2. STANDARD OF PERFORMANCE**

The Contractor shall be responsible in the performance of it and its subawardee and vendor's work under this Agreement for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs for failure to meet these standards, or otherwise defective services, which require reperformance, as directed by the Contract Manager or its designee, shall be borne in total by the Contractor/subawardee/vendor and not the Energy Commission. In the event the Contractor/subawardee/vendor fails to perform in accordance with the above standard, the following will apply. Nothing contained in this section is intended to limit any of the rights or remedies that the Energy Commission may have under law.

- A. The Contractor/subawardee/vendor will reperform, at its own expense, any task that was not performed to the reasonable satisfaction of the Contract Manager. Any work reperformed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. The Contractor/subawardee/vendor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission.

- B. The Energy Commission shall provide a new schedule for the reperformance of any task pursuant to this paragraph in the event that reperformance of a task within the original time limitations is not feasible.
- C. If the Energy Commission directs the Contractor not to reperform a task, the Contract Manager and Contractor shall negotiate a reasonable settlement for satisfactory services rendered. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

3. **PROCUREMENT**

When procuring property and services with funds awarded under this Agreement, the Contractor and subawardees shall follow the following procurement policies and procedures of 10 Code of Federal Regulations (CFR) Part 600: DOE Financial Assistance Regulations (<http://ecfr.gpoaccess.gov>), which are incorporated by reference in Exhibit E:

- A. State governments shall follow the same policies and procedures they use for procurements from their non-Federal funds.
- B. Local governments shall follow 10 CFR Section 600.236(b) through (i).
- C. Institutions of higher education, hospitals, and other nonprofit organizations shall follow 10 CFR Sections 600.140 through 600.149.
- D. For-profit organizations shall follow 10 CFR Section 600.331.

4. **SUBAWARDS**

The Contractor shall enter into agreements with the following firms and/or individuals, and shall manage their performance.

- Alameda County Waste Management Authority
- County of Contra Costa
- County of Marin
- City/County of San Francisco
- County of Santa Clara
- County of San Mateo
- County of Solano
- Sonoma County Transportation Authority

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the Energy Commission and any subawardees or vendors, and no subaward shall relieve the Contractor of its responsibilities and obligations under this Agreement. The Contractor agrees to be as fully responsible to the Energy Commission for the acts and omissions of its subawardees or vendors

and/or persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subawardees or vendors is an independent obligation from the Energy Commission's obligation to make payments to the Contractor. As a result, the Energy Commission shall have no obligation to pay or to enforce the payment of any monies to any subawardee or vendor.

B. The Contractor shall be responsible for establishing and maintaining contractual agreements with and the reimbursement of each of the subawardees or vendors for work performed in accordance with the terms of this Agreement. The Contractor shall be responsible for: (1) scheduling and assigning subawardees or vendors to specific tasks in the manner described in this Agreement; (2) coordinating subawardee or vendor accessibility to Energy Commission staff; and (3) submitting completed products to the Contract Manager.

C. Required Subaward Provisions

All subawards shall contain the following:

- 1) The provisions of Exhibit E. Vendor subawards shall only contain the provisions in Attachment 7 of Exhibit E (Exhibit E Vendor Flow-Down Provisions).
- 2) The provisions required by 10 CFR Section 600.236(i).
- 3) The "Recordkeeping and Inspection of Records" paragraph of this Exhibit (Exhibit D).
- 4) A provision that further assignments shall not be made to any third or subsequent tier subawardee without additional written consent of the Contract Manager.
- 5) The confidentiality provisions in the "Reports" paragraph of this Exhibit (Exhibit D).
- 6) The audit rights, indemnification, and non-discrimination provisions stated in the General Terms and Conditions (Exhibit C);
- 7) Provisions recognizing the applicability of the funding limitations of 10 CFR Section 420.18, as modified by Section 9.7 of Exhibit 1 of the U.S. Department of Energy Funding Opportunity Announcement DE-FOA-0000052.
- 8) A provision that directs subawardees to submit copies of executed subawards and applicable prevailing wage determinations to the Contract

Manager, pursuant to the "Subaward Documentation" paragraph of this Exhibit (Exhibit D).

- 9) A provision that the Energy Commission must approve of executed subawards and prevailing wage determinations prior to the commencement of any work under a subaward, pursuant to the "Subaward Documentation" paragraph of this Exhibit (Exhibit D).

#### D. Prevailing Wages

- 1) The Contractor must ensure that any subawardees or vendors under this Agreement are paid in compliance with federal prevailing wage law as provided in Paragraph 2.M of Exhibit E ("Davis-Bacon Act and Contract Work Hours and Safety Standards Act"), and with state prevailing wage law as provided below. When advertising for a public contract opportunity, the Contractor and its subawardees or vendors must attach the applicable wage determinations to the solicitation, assistance agreement, and resulting contract or grant.
- 2) The Contractor agrees to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the Agreement subject to the requirements of California Labor Code Section 1770 et seq. The Contractor is responsible for ascertaining and complying with all current general prevailing wage requirements and rates for crafts and any rate changes that occur during the life of the Agreement. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. The Contractor is further responsible to keep accurate payroll records and comply with all other administrative requirements provided in the California Labor Code.

#### E. Subaward Documentation

- 1) Subawards and Prevailing Wage Determinations
  - (a) The Contractor must submit the following to the Contract Manager within thirty (30) days or less of execution of any subaward under this Agreement:
    - (1) The complete, executed subaward; and
    - (2) The applicable wage determinations for all labor and mechanic work to be performed under the subaward.

The Energy Commission must approve the executed subaward and applicable wage determinations prior to the commencement of any work under the subaward. Execution of this Agreement does not constitute the Energy Commission's approval of prevailing wage rates

identified by the Contractor prior to execution of the Agreement. The Energy Commission will review executed subawards and prevailing wage determinations after this Agreement has been approved and executed. Installation costs incurred by the Contractor prior to the Energy Commission's approval of the subaward and wage determinations are not reimbursable under this Agreement.

- (b) The Contractor must include provisions in all subawards that:
  - (1) Direct its subawardees to submit copies of executed subawards and applicable wage determinations to the Contract Manager; and
  - (2) State that the Energy Commission must approve the executed subawards and applicable wage determinations prior to the commencement of any work under the subaward.
- (c) The requirements specified in (a) and (b) above apply to subawards funded in whole or in part with cost share funds, where the purpose of such subawards is to carry out or support any portion of this Agreement.

2) Certified Payrolls

The Contractor must submit to the Energy Commission on a weekly basis a copy of all certified payrolls prepared in accordance with 29 CFR Section 5.5 (a)(3)(ii) for all subawardees that are subject to the Davis-Bacon Act. See Paragraph 2.M of Exhibit E, "Davis-Bacon Act and Contract Work Hours and Safety Standards Act."

3) Solicitations and Proposals/Bids

The Contractor shall maintain the following subaward documentation and provide it to the Contract Manager or Contract Officer, upon request:

- (a) All solicitations for services or products required to carry out the terms of this Agreement.
- (b) Copies of solicitation proposals or bids received.
- (c) *If the Contractor is a local government that has issued a noncompetitive proposal*, justification and cost analysis for noncompetitive proposals in accordance with 10 CFR Section 600.236(d)(4) specifying why competitive procurement was infeasible and which of the following circumstances applies:
  - (1) The item is available only from a single source;
  - (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

- (3) The U.S. Department of Energy authorizes noncompetitive proposals; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

F. Assignment of Subawards

The Contractor shall not allow any subawardees or vendors to assign any portion of a subaward related to this Agreement to a third party or subsequent tier subawardees or vendors without first obtaining the written consent of the Contract Manager and following the procedures below in the "Process for Additions, Removal or Substitutions of Subawardees or Vendors" paragraph of this Exhibit.

G. Bureau of Energy Commission Audits

All subawards entered into pursuant to this Agreement shall be subject to examination and audit by the Bureau of Energy Commission Audits for a period of three (3) years after final payment under the Agreement.

H. Notification of Subaward Termination

Upon the termination of any subaward, the Contractor shall notify the Contract Manager and Contract Officer immediately in writing.

I. Process for Offering Work; Process for Adding or Substituting People Listed in the Agreement

If the Energy Commission or Contractor requires the replacement or substitution of a person listed in the Agreement to provide a particular service, or requires that a new person is added, the Contractor shall:

- 1) First offer the work to qualified persons already listed in this Agreement (either an employee of the Contractor or a subawardee or vendor).
- 2) If there is no available person listed in this Agreement who can perform the work, then the Contractor shall provide documentation from all the persons who were offered and declined the work to the Contract Manager. Then, the Contractor may request to add a new person to the Agreement. A person added to the Agreement is thereafter treated as a person listed in this Agreement and can be offered future work without first offering it to originally listed people.
- 3) If the person added is an employee of the Contractor or an existing subawardee or vendor, the Contractor shall provide the added employee's pay rate, classification and resume to the Contract Manager, and the Contract Manager may approve the new person and rate. The Contract Manager approval is only valid if made in writing. In addition, any added



person must fit within a classification and corresponding rate already listed in the Agreement. Adding classifications and/or higher rates requires a formal amendment and cannot be accomplished through this process.

- 4) If the person to be replaced or substituted was identified in the Agreement as a Disabled Veteran Business Enterprise (DVBE) firm, refer to the "Disabled Veteran Business Enterprise (DVBE) Requirements" paragraph below for changes to DVBEs.
- 5) If the person added is a new subawardee or vendor, the Contractor shall use the process outlined below.

#### J. Process for Additions, Removal or Substitutions of Subawardees or Vendors

The Energy Commission reserves the right to replace a subawardee or vendor, request additional subawardees or vendors, and approve additional subawardees or vendors requested by the Contractor. Such changes shall be subject to the following conditions:

- 1) If the Energy Commission or Contractor requires the replacement, substitution or addition of a subawardee or vendor, the subawardee or vendor shall be selected using either: (a) A competitive bid process with written evaluation criteria by obtaining three (3) or more bids and advertising the work to a suitable pool of subawardees or vendors including without limitation: California Contracts Register; the Contractor's mailing lists; mass media; professional papers or journals; posting on websites; and telephone or email solicitations; or (b) Non-competitive bid (sole source) process with a specific subawardee or vendor.
- 2) The Contractor may also need to comply with Disabled Veteran Business Enterprise requirements for the proposed subawardees or vendors.
- 3) When a subawardee or vendor is proposed to be added, under either a competitive or non-competitive process, the Contract Manager shall complete and submit to the Contracts Officer a "Subawardee or Vendor Add" form. This form identifies the new subawardee or vendor, resumes, what bidding method was used to obtain the subawardee or vendor (competitive or non-competitive), and rates. The proposed subaward can be executed only after the Contract Officer approves the "Subawardee or Vendor Add" form.

#### K. Separation of Duties from Monitoring, Verification, and Evaluation Contractor

The Energy Commission has retained KEMA Inc. to serve as the monitoring, verification, and evaluation (MV&E) contractor for all of the Energy Commission's ARRA-funded projects, including projects funded through contracts, grants, or loans under the State Energy Program, the Energy Efficiency and Conservation

Block Grant Program, the State Energy Efficient Appliance Rebate Program, and the Energy Assurance Planning Program. In order to achieve the Energy Commission's policy requiring separation of duties between the MV&E contractor and any projects that it evaluates, the Contractor is prohibited from including KEMA Inc. or its subsidiary known as KEMA Services Inc. as a participant in this project, where KEMA Inc. or KEMA Services Inc. are paid either from funds of this Agreement as a subawardee or from other funds the Contractor has included as cost share to achieve the objectives of this Agreement.

5. **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) REQUIREMENTS**

A. Reporting

If the Contractor made a commitment to achieve DVBE participation for this Agreement, the Contractor must within sixty (60) days of receiving final payment under this Agreement, certify in a report to the Contract Officer: (1) the total amount the Contractor received under this Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the Contractor; (4) that all payments under the Agreement have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. Pursuant to California Military and Veterans Code Section 999.5(d), a person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

B. Substitution of DVBE

The Contractor shall use each DVBE identified in its proposal or listed in this Agreement. The Contractor understands and agrees that if DVBEs were identified in its proposal or listed in this Agreement, award of this Agreement is based in part on its commitment to use the DVBE subcontractor(s). If the Contractor believes an identified DVBE must be replaced or substituted, the Contractor shall inform the Contract Manager and Contract Officer in writing of the reason for the DVBE replacement. Pursuant to California Military and Veterans Code Section 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services. The Contractor shall complete revised DVBE certification forms (provided by the Contract Officer) identifying the new DVBE.

C. Amendment

This Agreement shall be amended if: a DVBE must be substituted and DGS has given approval; or there are changes to the scope of work that impact the DVBE subcontractor(s) identified in the proposal or listed in this Agreement.

D. Grounds for Termination; Damages; Penalties

Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the proposal or listed in this Agreement may be cause for: (1) termination of this Agreement; (2) recovery of damages under rights and remedies due to the State; and (3) penalties as outlined in California Military and Veterans Code Section 999.9 and California Public Contract Code Section 10115.10.

6. **RECORDKEEPING AND INSPECTION OF RECORDS**

The Contractor shall retain backup source documentation for audit purposes, and make the documentation available to the Energy Commission and the Federal government upon request. In accordance with 10 CFR Part 600, the Contractor's accounting records must be supported by documentation that includes but is not limited to cancelled checks, paid bills, payrolls, time and attendance records, and contract and subgrant award documents. Pursuant to 10 CFR Section 600.242, the Contractor agrees to maintain records that directly pertain to, and involve transactions relating to, this Agreement for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor shall include appropriate provisions in each of its subawards to secure adequate backup documentation to verify all subawardee and vendor services and expenses invoiced for payment under this Agreement.

In accordance with Sections 902, 1514 and 1515 of the American Recovery and Reinvestment Act of 2009 (ARRA), the Contractor agrees that it shall permit the State of California, the United States Comptroller General or his representative, or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this Agreement; and (2) interview any officer or employee of the Contractor or any of its subawardees or vendors regarding the activities funded with funds appropriated or otherwise made available by ARRA. The Contractor shall include this provision in all of its agreements with its subawardees, and vendors from whom it acquires goods or services in its execution of ARRA-funded work.

7. **PERFORMANCE EVALUATION**

Consistent with California Public Contract Code Sections 10367 through 10371, the Energy Commission shall, upon completion of this Agreement, prepare a performance evaluation of the Contractor. Upon filing an unsatisfactory evaluation with the Department of General Services, Office of Legal Services (DGS) the Energy Commission shall notify and send a copy of the evaluation to the Contractor within fifteen (15) days. The Contractor shall have thirty (30) days to prepare and send statements to the Energy Commission and DGS defending its performance. The Contractor's statement shall be filed with the evaluation in the Energy Commission's

Contract file and with DGS for a period of thirty-six (36) months and shall not be a public record.

8. **REPORTS**

A. **Federal Reporting Requirements:** The Contractor shall submit progress reports to the Energy Commission in accordance with Exhibits A and E.

B. **Additional Reporting Requirements:**

1) **Progress and Final Reports:** The Contractor shall prepare progress reports summarizing all activities conducted by the Contractor to date on a schedule as provided in Exhibit A. At the conclusion of this Agreement, the Contractor shall prepare a comprehensive Final Report, on a schedule as provided in Exhibit A.

2) **Title:** The Contractor's name shall only appear on the cover and title page of reports as follows:

California Energy Commission  
Project Title  
Contractor Number  
By (Contractor)

3) **Ownership:** Each report shall become the property of the Energy Commission.

4) **Non-disclosure:** The Contractor will not disclose data or disseminate the contents of the final or any progress report without written permission of the Contract Manager, except as provided in 6, below. Permission to disclose information on one occasion or at public hearings held by the Energy Commission relating to the same shall not authorize the Contractor to further disclose and disseminate the information on any other occasion. The Contractor will not comment publicly to the press or any other media regarding its report, or the Commission's actions on the same, except to Commission staff, the Contractor's own personnel involved in the performance of this Contract, or at a public hearing, or in response to questions from a legislative committee. Notwithstanding the foregoing, in the event any public statement is made by the Energy Commission or any other party, based on information received from the Energy Commission as to the role of the Contractor or the content of any preliminary or final report, the Contractor may, if it believes the statement to be incorrect, state publicly what it believes is correct.

5) **Confidentiality:** Neither the Contractor, its employees, or any tier of subawardees may disclose any record that has been designated as

confidential or is the subject of a pending application of confidentiality, except as provided in 20 California Code of Regulations (CCR), Sections 2506 and 2507, unless disclosure is ordered by a court of competent jurisdiction (20 CCR Sections 2501, et seq.). At the election of the Contract Manager, the Contractor, the Contractor's employees, and any subawardee shall execute a "Confidentiality Agreement," supplied by the Contract Manager or Contract Officer. Each subaward shall contain provisions similar to the foregoing related to the confidentiality and nondisclosure of data.

- 6) **Disclosure:** Ninety (90) days after any document submitted by the Contractor is deemed by the Contract Manager to be a part of the public records of the State, the Contractor may, if it wishes to do so at its own expense, publish or utilize a report or written document but shall include the following acknowledgement and disclaimer:

"This material is based upon work supported by the California Energy Commission and the U.S. Department of Energy under Award Number(s) DE-0000221."

*Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the California Energy Commission, the United States Government, nor any agency thereof, nor any 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 California Energy Commission, 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 California Energy Commission, the United States Government, or any agency thereof."

## 9. **PURCHASE OF EQUIPMENT**

- A. Equipment identified in this Agreement is approved for purchase.
- B. Equipment not identified in this Agreement shall be subject to prior written approval from the Contract Manager.
- C. All equipment purchased with Federal funds shall be subject to the provisions of Title 10 CFR Part 600.

D. All equipment purchased with Energy Commission funds shall be subject to the following terms and conditions:

- 1) Title to all non-expendable equipment purchased in whole or in part with Energy Commission funds shall remain with the Commission. Non-expendable equipment is defined in accordance with Section 7.29 of the State Contract Manual as items of equipment that have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more.
- 2) The Contractor shall maintain an inventory record of each piece of non-expendable equipment purchased or built with Energy Commission funds. The inventory record shall include the date the equipment was acquired, total cost, serial number, model identification, and any other information or description necessary to identify the equipment.
- 3) The Contractor shall assume all risk for maintenance, repair, destruction, and damage to the equipment while it is in the Contractor's possession or subject to its control. The Contractor is not expected to repair or replace equipment intended to undergo significant modification or testing to the point of damage or destruction as part of the work described in Exhibit A, Scope of Work.

E. Upon termination or completion of this Agreement, the Energy Commission's Executive Director may:

- 1) Authorize the continued use of such equipment.
- 2) By mutual agreement with the Contractor, allow the Contractor to purchase equipment for an amount not to exceed the residual value of the equipment as of the date of termination or completion of this Agreement.
- 3) Request delivery of the equipment to the Energy Commission, with any costs incurred for such return to be borne by the Energy Commission.

## 10. **INTELLECTUAL PROPERTY RIGHTS OF PARTIES**

If intellectual property will be used or developed under this Agreement, the following provisions apply.

- A. Exhibit E, Attachment 5 contains the intellectual property rights between the Energy Commission and the U.S. Department of Energy (DOE), which has funded this Agreement.
- B. The Contractor shall obtain the same rights for the Energy Commission and DOE from all subawardees, vendors, and others who produce copyrightable material,

data, works of art, works of fine art or subject inventions under this Agreement. The Contractor shall incorporate these paragraphs, modified appropriately, into its agreements with subawardees and vendors. No subaward shall be entered into without these rights being assured to the Energy Commission and DOE from the subawardee or vendor.

C. Rights to DOE

- 1) The Contractor grants to DOE for all copyrightable work a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.
- 2) The Contractor acknowledges and agrees that DOE has the right to:
  - (a) Obtain, reproduce, publish, or otherwise use the data first produced under the Agreement; and
  - (b) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

D. Rights to Energy Commission

- 1) The Contractor grants to the Energy Commission for all copyrightable material, work of art and original work of authorship first produced, composed or authored in the performance of this Agreement a royalty-free, paid-up, non-exclusive, irrevocable, nontransferable, worldwide license to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art, and to authorize others to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art.
- 2) The Contractor grants to the Energy Commission a no-cost, nonexclusive, nontransferable, irrevocable license to use or have practiced for or on behalf of the State of California for governmental purposes any subject invention(s) first produced in the performance of this Agreement.
- 3) The Contractor grants to the Energy Commission the no-cost use of any technical data first produced or specifically used in the performance of this Agreement.
- 4) The Contractor grants to the Energy Commission, for all marks developed and first used under this Agreement, a no-cost, irrevocable license to use the marks for purposes of furthering programs funded under this Agreement or other related or successor programs implemented by the Energy Commission. For purposes of this paragraph, "marks" include logos, symbols, service marks, trademarks, registered marks, or other indicia of origin, whether or not registered.

- E. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research or experimental, developmental or engineering work, or be usable or be used to define a design or process, or to support a premise or conclusion asserted in any deliverable document required by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, data or information, etc. It may be in machine form, such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.
- F. "Deliverable data" is that data which, under the terms of this Agreement, is required to be delivered to the Energy Commission and shall belong to the Energy Commission.
- G. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under the Contractor's control prior to commencement of performance of this Agreement, and which the Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Contract is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this Agreement and thereafter. The extent of the Energy Commission's access to, and the testimony available regarding, the proprietary data shall be limited to that reasonably necessary to demonstrate, in a scientific manner to the satisfaction of scientific persons, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Agreement.
- H. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the Energy Commission's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Energy Commission, unless and only to the extent that it is specifically provided otherwise in this Agreement.
- I. As to "generated data" which is reserved to the Contractor by the express terms hereof, and as to any pre-existing or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, the Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at the Contractor's own expense for a period of not less than three (3) years after receipt by the Energy Commission of the Final Report herein.
- J. Before the expiration of the three (3) years, and before changing the form of or destroying any data, the Contractor shall notify the Energy Commission of any



contemplated action and the Energy Commission may, within thirty (30) days after notification, determine whether it desires the data to be preserved. If the Energy Commission so elects, the expense of further preserving data shall be paid for by the Energy Commission. The Contractor agrees that the Energy Commission may at its own expense, have reasonable access to data throughout the time during which data is preserved. The Contractor agrees to use its best efforts to furnish competent witnesses or to identify competent witnesses to testify in any court of law regarding data.

- K. The Contractor agrees that it shall not use or allow subcontractors or other third parties to use any deliverable or generated data owned by the Energy Commission and in the possession or control of the Contractor, subcontractor, or third party after termination of this Agreement. Neither the Contractor, subcontractors, nor other third parties have a license to use the data after termination of this Agreement. The Contractor, subcontractor, and other third parties may use the data to the same extent as other members of the public if the Energy Commission makes the data publicly available after termination of this Agreement.
- L. The Contractor agrees that it shall return all deliverable and generated data owned by the Energy Commission to the Commission within thirty (30) days of termination of this Agreement, including any backup copies of the data. The Contractor shall destroy the data if its return is infeasible. "Destroy" means to physically or electronically eliminate or ruin the data beyond all possible recovery.

Destruction of the data is subject to the Energy Commission's approval. The Contractor must provide the Contract Manger written notice of its intent to destroy any deliverable or generated data owned by the Energy Commission within fifteen (15) days of termination of this Agreement. The notice of intent must identify the data and specify the reason that its return is infeasible. The Contract Manager will notify the Contractor of the Energy Commission's decision regarding destruction of the data within thirty (30) days of receipt of the notice of intent. The Contractor shall provide the Contract Manager with a written certification of destruction within five (5) days of destruction of the data.

The Contractor agrees to indemnify the Energy Commission in the event of breach of its agreement not to use the data and to destroy data for which return is infeasible.

## 11. **PUBLIC HEARINGS**

If public hearings on the scope of work are held during the period of this Agreement, the Contractor will make available to testify the personnel assigned to this Agreement. The Energy Commission will reimburse the Contractor for compensation and travel of the

personnel at the Agreement rates for the testimony that the Energy Commission requests.

## 12. **DISPUTES**

In the event of a Contract dispute or grievance between the Contractor and the Energy Commission, both parties shall follow the following procedure. The Contractor shall continue with the responsibilities under this Agreement during any dispute.

### A. Commission Dispute Resolution

The Contractor shall first discuss the problem informally with the Contract Manager. If the problem cannot be resolved at this stage, the Contractor must direct the grievance together with any evidence, in writing, to the Contracts Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the Contractor's position, and the remedy sought. The Contracts Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Contracts Officer shall respond in writing to the Contractor, indicating a decision and explanation for the decision. Should the Contractor disagree with the Contracts Officer's decision, the Contractor may appeal to the Executive Director.

The Contractor must prepare a letter indicating why the Contracts Officer's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents, along with a copy of the Contracts Officer's response. This letter shall be sent to the Energy Commission's Executive Director within ten (10) working days from receipt of the Contracts Officer's decision. The Executive Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter. The Executive Director may inform the Energy Commission of the decision at an Energy Commission business meeting. Should the Contractor disagree with the Executive Director's decision, the Contractor may appeal to the Energy Commission at a regularly scheduled business meeting. The Contractor will be provided with the current procedures for placing the appeal on an Energy Commission Business Meeting Agenda.

### B. Binding Arbitration by Mutual Agreement

Should the Energy Commission's Dispute Resolution procedure above fail to resolve a contract dispute or grievance to the satisfaction of the Contractor, the Contractor and Energy Commission mutually may elect to have the dispute or grievance resolved through binding arbitration. If one party does not agree, the matter shall not be submitted to arbitration.

The arbitration proceeding shall take place in Sacramento County, California, and shall be governed by the commercial arbitration rules of the American Arbitration Association (AAA) in effect on the date the arbitration is initiated. The dispute or grievance shall be resolved by one (1) arbitrator who is an expert in the particular field of the dispute or grievance. The arbitrator shall be selected in accordance with the aforementioned commercial arbitration rules.

If arbitration is mutually decided by the parties, arbitration is in lieu of any court action and the decision rendered by the arbitrator shall be final (not appealable to a court through the civil process). However, judgment may be entered upon the arbitrator's decision and is enforceable in accordance with the applicable law in any court having jurisdiction over this Agreement. The demand for arbitration shall be made no later six (6) months after the date of the contract's termination, despite when the dispute or grievance arose, and despite the applicable statute of limitations for a suit based on the dispute or grievance. If the parties do not mutually agree to arbitration, the parties agree that the sole forum to resolve a dispute is state court.

The cost of arbitration shall be borne by the parties as follows:

- 1) The AAA's administrative fees shall be borne equally by the parties;
- 2) The expense of a stenographer shall be borne by the party requesting a stenographic record;
- 3) Witness expenses for either side shall be paid by the party producing the witness;
- 4) Each party shall bear the cost of its own travel expenses;
- 5) All other expenses shall be borne equally by the parties, unless the arbitrator apportions or assesses the expenses otherwise as part of his or her award.

At the option of the parties, any or all of these arbitration costs may be deducted from any balance of funds from this Agreement. Both parties must agree, in writing, to utilize funds from this Agreement to pay for arbitration costs.

### 13. **TERMINATION**

The parties agree that because the Energy Commission is a state entity, it must be able to immediately terminate the Agreement upon the default of Contractors, and to proceed with the work required under the Agreement in any manner the Energy Commission deems proper. The Contractor specifically acknowledges that the Energy Commission's unilateral termination of the Agreement under the terms set forth below is an essential term of the Agreement, without which the Energy Commission would not enter into the

Agreement. The Contractor further agrees that upon any of the events triggering the unilateral termination the Agreement by the Energy Commission, the Energy Commission has the sole right to terminate the Agreement, and it would constitute bad faith of the Contractor to interfere with the immediate termination of the Agreement by the Energy Commission.

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

A. With Cause

In the event of any breach by the Contractor of the conditions set forth in this Agreement, the Energy Commission may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Contractor. In such event, the Energy Commission shall pay the Contractor only the reasonable value of the services rendered by the Contractor prior to termination, as may be agreed upon by the parties or determined by a court of law, but not in excess of the contract maximum payable. "Cause" includes without limitation:

- 1) Failure to perform or breach of any of the terms or covenants at the time and in the manner provided in this Agreement;
- 2) Inability of the Contractor to pay its debts as they become due and/or the Contractor's default of an obligation that impacts its ability to perform under this Agreement;
- 3) Determination by the Energy Commission or the Executive Director after notice and hearing that the Contractor or any agent or representative of the Contractor offered or gave gratuities to any officer or employee of the Energy Commission, with a view toward securing an Agreement or securing favorable treatment with respect to awarding, amending or making a determination with respect to performance of the Agreement;
- 4) Significant change in Energy Commission policy such that the work or product being funded would not be supported by the Energy Commission;
- 5) Reorganization to a business entity unsatisfactory to the Energy Commission; and
- 6) The retention or hiring of subawardees/vendors, or the replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement.

B. Without Cause

The Energy Commission may, at its option, terminate this Agreement without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Contractor. In such event, the Contractor agrees to use all reasonable efforts to mitigate its expenses and obligations hereunder. Also, in such event, the Energy Commission shall pay the Contractor for all satisfactory services rendered and expenses incurred within thirty (30) days after notice of termination which could not by reasonable efforts of the Contractor have been avoided, but not in excess of the maximum payable under this Agreement.

14. **ENFORCEABILITY**

The Contractor agrees that if it or one of its subawardees or vendors fails to comply with all applicable Federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable Federal and State laws.

15. **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, meaning in addition to every other remedy provided therein or by law. The failure of the Energy Commission to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of those provisions, nor in any way affect the validity of this Agreement or any part of it or the right of the Energy Commission to thereafter enforce each and every such provision.

16. **CAPTIONS**

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

17. **PRIOR DEALINGS, CUSTOM OR TRADE USAGE**

In no event shall any prior course of dealing, custom or trade usage modify, alter, or supplement any of these terms.

18. **NOTICE**

This paragraph applies to situations where notice is required to be given by this Agreement, or the parties are asserting their legal rights and remedies. This paragraph

is not intended to apply to normal, daily communication between the parties related to progress of the work.

The parties to the Agreement must give legal notice using U.S. Mail, overnight mail, or personal delivery, providing evidence of receipt to the person identified in Exhibit F of this Agreement for legal notices. Delivery by fax or e-mail is not considered legal notice for the purpose of this paragraph.

Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery. In this event, the effective date shall be postponed until the next business day.

19. **STOP WORK**

The Contract Officer may, at any time, by written notice to the Contractor, require the Contractor 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, and misrepresentations.

- A. Compliance. Upon receipt of such stop work order, the Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- B. Equitable Adjustment. The Commission shall make an equitable adjustment based upon the Contractor's written request. The Contractor must make such adjustment request within thirty (30) days from the date of receipt of the stop work notice.
- C. Revoking a Stop Work Order. The Contractor shall resume the stopped work only upon receipt of written instructions from the Energy Commission's Contract Officer canceling the stop work order.

20. **INTERPRETATION OF TERMS**

This Agreement shall be conducted in accordance with these terms and conditions. The Contractor's proposal is not attached, but is expressly incorporated by reference into this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and the solicitation or proposal, this Agreement shall be considered controlling.

21. **AMENDMENTS**

- A. This Agreement may be amended to make changes, including without limitation: additional funds, additional time, additional or modified tasks, and additional or modified terms. Amendments may be made without competitively bidding, so long as the amendment is exempt from competitive bidding pursuant to California Public Contract Code Section 10335, California Government Code Section 11010.5, and the State Contract Manual. Amendments may require prior written approval from DOE.
- B. The Contractor acknowledges that provisions included in this Agreement pursuant to Federal or State law, regulation, or policy are subject to change. The Contractor agrees to comply with any amendments that the Energy Commission makes to this Agreement to comply with Federal or State law, regulation, or policy.

C. Formal Amendments

Significant changes to this Agreement must be approved at an Energy Commission business meeting through a formal amendment. Significant changes include, but are not limited to:

- 1) Change of the Contractor;
- 2) Changes to Exhibit A that significantly modify the Agreement's purpose;
- 3) Changes to Exhibit A that extend the due dates beyond the term of the Agreement;
- 4) Changes to Exhibit B that increase the amount of the Agreement; and
- 5) Changes to Exhibit B that increase rates or fees.

D. Informal Amendments

The Energy Commission's Contract Manager may approve changes to this Agreement that are not significant, including changes required to comply with Federal or State law, regulation, or policy. These changes shall be documented in a letter of agreement between the Energy Commission's Contracts Officer and the Contractor.

22. **BONDING AND INSURANCE REQUIREMENTS**

- A. The Contractor shall 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 and are not in conflict with the minimum standards specified in

the federal provisions incorporated by reference in Exhibit E, including OMB Circulars.

- B. The Contractor 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 Contract Manager satisfactory evidence of this insurance at any time the Contract Manager may request.
- C. If the Contractor 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 Contract Manager satisfactory evidence of this insurance at any time the Contract Manager may request.

23. **CONFIDENTIALITY**

A. Information Considered Confidential

If applicable, all Contractor information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

B. Confidential Deliverables: Labeling and Submitting Confidential Information

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

C. Submittal of Unanticipated Confidential Information as a Deliverable

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

D. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR Sections 2506 and 2507. All confidential data,



records or deliverables that are legally disclosed by the Contractor or any other entity become public records and are no longer subject to the above confidentiality designation.

24. **CONFLICT OF INTEREST**

- A. The Contractor agrees to continuously review new and upcoming projects in which members of the Contractor's team may be involved for potential conflicts of interest. The Contractor shall inform the Contract Manager as soon as a question arises about whether a potential conflict may exist. The Contract Manager and Energy Commission's Chief Counsel's Office shall determine what constitutes a potential conflict of interest. The Energy Commission reserves the right to redirect work and funding on a project if the Commission's Chief Counsel's Office determines that there is a potential conflict of interest.
- B. The Contractor shall submit an economic interest statement (Fair Political Practices Commission's Form 700) from each employee or subcontractor whom the Energy Commission's Chief Counsel's Office, in consultation with the Contract Manager, determines is a consultant under the Political Reform Act and, thus, subject to the requirements and restrictions of the Act. Such determination will be based on the nature and duration of the work to be performed by the employee or subcontractor. The determination as to who is a consultant under the Political Reform Act shall be requested by the Contract Manager before work by the employee or subcontractor begins. Each employee and subcontractor determined to be a consultant under the Political Reform Act shall be subject to the same disclosure category or categories applicable to the Commission staff who perform the same nature and scope of work as the consultant.
- C. No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract which amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.

25. **RECOGNITION OF ARRA FUNDING**

The Contractor shall publicly recognize ARRA as a source of funding for project(s) funded under this Agreement. The Contract Manager shall provide the Contractor with instructions on how to publicly recognize ARRA funding.

26. **"ENERGY UPGRADE CALIFORNIA" IDENTITY MARK AND LOGO**

It is important for all ARRA-funded programs administered by the Energy Commission to provide consistent and clear messaging and branding for the State of California's

consumers. A single identifying brand lends authority and reliability to the multiple statewide programs offered by various private and public local, regional, and state entities. The Energy Commission is implementing a statewide branding effort called "Energy Upgrade California". The branding effort will include development of a statewide ARRA Energy Upgrade California Identity Mark and Logo (Identity Mark/Logo) for use in conjunction with marketing, promotional, and educational materials, and development of a central Energy Upgrade California website portal for purposes of disseminating program information and interconnecting program participants. No portion of any website developed by the Contractor under this Agreement shall overlap, contradict, or supplant any portion of the Energy Upgrade California Program website portal. Energy Upgrade California is being developed in conjunction with the statewide branding efforts of the California Public Utilities Commission.

The Contractor shall participate in the Energy Commission's statewide branding effort as specified in this section.

A. Identity Mark/Logo

The Contractor shall use the Identity Mark/Logo on all marketing, promotional, and informational materials for programs and projects funded through this Agreement, including any printed or electronic collateral, websites, signage, or clothing.

B. Coordinating Use of Identity Mark/Logo

- 1) The Contractor shall coordinate its required use of the Identity Mark/Logo with the Energy Commission before using the Identity Mark/Logo. This coordination may include the Contractor's submission of its proposed marketing, promotional, and informational materials and websites to the Energy Commission for its review to ensure the Identity Mark/Logo is being used appropriately. If the Energy Commission requires the Contractor to submit such materials and websites for its review, the Energy Commission will use its best efforts to approve all proposed uses of the Identity Mark/Logo in an expeditious manner. The Energy Commission may prohibit the Contractor from using the Identity Mark/Logo if any of the proposed uses breach the terms of this Agreement.
- 2) Upon reasonable prior written notice, the Contractor shall provide the Energy Commission unrestricted access to its websites, so the Energy Commission may review the Contractor's use of the Identity Mark/Logo.

C. Authorized Uses

- 1) The Contractor may use, reproduce, display, and publish the Identity Mark/Logo only for purposes of marketing or promoting the ARRA-funded program or project(s) funded through this Agreement. The Contractor may not use the Identity Mark/Logo for other purposes. The Contractor may not

use any other Energy Commission mark or logo obtained from the Energy Commission's website, promotional materials, or any other source.

- 2) The Contractor may use, reproduce, and display the Identity Mark/Logo on its website as a link to the Energy Commission's website. The Contractor may not use the Identity Mark/Logo to link to any other website.

#### D. Unauthorized Uses

- 1) The Contractor may not use the Identity Mark/Logo in a manner that expresses or implies the Energy Commission's endorsement, approval, favoring, or sponsorship of the Contractor or its products, services, or websites. Except to identify itself as a contractor of the Energy Commission, the Contractor may not use the Identity Mark/Logo in a manner that implies the Energy Commission's affiliation with the Contractor or its products, services, or websites.
- 2) The Contractor may not use the Identity Mark/Logo in a manner that suggests the Contractor's products, services, or websites are the Energy Commission's products, services, or websites.
- 3) The Contractor may not use the Identity Mark/Logo in a manner that damages, disparages, or diminishes the Energy Commission or its ARRA-funded programs or projects, including but not limited to uses that could be deemed obscene or that encourage unlawful activities.
- 4) The Contractor may not authorize any other party to use the Identity Mark/Logo.
- 5) The Contractor may not use the Identity Mark/Logo as a feature or design element of any other logo. The Contractor may not use the Identity Mark/Logo in any trademark, service mark, service name, or other indicia of origin.
- 6) The Contractor may not alter the Identity Mark/Logo in any manner, including proportions, colors, or elements, except as otherwise permitted by the Energy Commission.
- 7) The Contractor may not use the Identity Mark/Logo on any materials in which the Contractor's name, logo, or product name does not also appear.

#### E. Ownership of Identity Mark/Logo

- 1) As between the Energy Commission and the Contractor, the Energy Commission is the exclusive owner of the Identity Mark/Logo. The Energy Commission retains all rights and title to, and interest in, the Identity Mark/Logo. This Agreement does not transfer to the Contractor the Energy Commission's service marks, copyrights, or other intellectual property interests.

- 2) The Contractor may not register, adopt, or use any corporate name, trade name, trademark, domain name, service mark, certification mark, or other designation that violates the Energy Commission's rights in the Identity Mark/Logo.

27. **SURVIVAL**

Certain Agreement provisions survive the completion or termination of this Agreement for any reason. The provisions include, but are not limited to, the following:

- A. Recordkeeping and Inspection of Records
- B. Purchase of Equipment
- C. Intellectual Property Rights of Parties
- D. Disputes
- E. Confidentiality
- F. Indemnification (applicable only to Contractors other than state agencies; see state provisions incorporated by reference in Exhibit C)

## EXHIBIT 8

Standard Agreement No. 400-09-021

Exhibit E

“Federal Provisions – ARRA”

## EXHIBIT E

### **Federal Provisions Incorporated By Reference, Special Provisions Governing Work Funded Under the American Recovery and Reinvestment Act of 2009, and General Federal Provisions**

The Contractor must include in its agreements with subawardees all of the provisions in this Exhibit E and in Exhibit E Attachments 1 through 6. The Contractor must include in its agreements with vendors only the provisions in Attachment 7 of this Exhibit (Exhibit E Vendor Flow-Down Provisions). Exhibit D, paragraph 4 contains additional provisions that the Contractor must include in subawards.

#### **1. FEDERAL REGULATIONS/ GUIDELINES/ OMB CIRCULARS INCORPORATED BY REFERENCE**

The Office of Management and Budget (OMB) Circulars, Federal regulations, and guidelines checked below are incorporated as part of this Agreement. OMB Circulars may be accessed on the OMB website at [www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html) or by calling the Office of Administration, Publications Office, at (202) 395-7332. Federal Regulations may be accessed at <http://ecfr.gpoaccess.gov>.

The Contractor must include in its subawards only the provisions below that apply to the particular organization concerned.

- Title 10 Code of Federal Regulations (CFR) Part 600: DOE Financial Assistance Regulations
- Title 48 Code of Federal Regulations (CFR), Ch. 1, Subpart 31.2: Contracts with Commercial Organizations (Supplemented by 48 CFR, Ch. 9, Subpart 931.2 for Department of Energy grants) (commercial firms and certain non-profit organizations)
- Title 10 Code of Federal Regulations (CFR) Part 420: State Energy Program
- State Energy Program Funding Opportunity Announcement DE-FOA-0000052, CDFA Number 81.041 (<https://www.fedconnect.net/FedConnect/>)
- OMB Circular A-102: Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- OMB Circular A-110: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (also applicable to private entities)
- OMB Circular A-87: Cost Principles for State, Local and Tribal Governments
- OMB Circular A-21: Cost Principles for Educational Institutions

- OMB Circular A-122: Cost Principles Applicable to Grants, Contracts, and Other Agreements with Non-Profit Organizations (non-profit organizations and individuals, except for those specifically exempted)
- OMB Circular A-133: Audits of States, Local Governments, and Non-Profit Organizations
- Other:
- None

**2. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

**A. ARRA-FUNDED PROJECT**

Funding for this Agreement has been provided through the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. 111-5, and is dependent on a Federal agreement (DE-EE0000221) authorized by the State Energy Program, CFDA Number 81.041. The Contractor and all of its subawardees and vendors are subject to audit by appropriate Federal and State of California (State) entities. The State has the right to cancel, terminate, or suspend this Agreement if the Contractor or any subawardee or vendor fails to comply with the reporting and operational requirements contained in this Agreement.

**B. SEGREGATION OF COSTS**

The Contractor, its subawardees, and its vendors must segregate the obligations and expenditures related to funding under ARRA. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from ARRA shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for ARRA projects.

**C. PROHIBITION ON USE OF FUNDS**

None of the funds provided under this Agreement derived from ARRA may be used by the Contractor or any of its subawardees or vendors for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

**D. ACCESS TO RECORDS**

With respect to each contract or grant awarded utilizing at least some of the funds appropriated or otherwise made available by ARRA, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized –

- 1) To examine any records of the Contractor, any of its subawardees or vendors, or any State or local agency administering such contract that pertain to, and involve transactions related to, the contract, subcontract, grant, or subgrant; and
- 2) To interview any officer or employee of the Contractor, subawardee, vendor, or agency regarding such transactions.

## **E. PUBLICATION**

Information about this Agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

## **F. PROTECTING STATE AND LOCAL GOVERNMENT AND CONTRACTOR WHISTLEBLOWERS**

The Contractor agrees that both it and its subawardees and vendors shall comply with Section 1553 of ARRA, which prohibits all non-Federal employers, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. The Contractor agrees that it and its subawardees and vendors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of ARRA.

The requirements of Section 1553 of ARRA are summarized below. They include, but are not limited to:

**Prohibition on Reprisals:** An employee of any non-Federal employer receiving covered funds under ARRA may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of:



- Gross management of an agency contract or grant relating to covered funds;
- A gross waste of covered funds;
- A substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- An abuse of authority related to the implementation or use of covered funds; or
- A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than thirty (30) days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstatement the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under ARRA shall post notice of the rights and remedies as required therein. (Refer to section 1553 of ARRA located at [www.recovery.gov](http://www.recovery.gov), for specific requirements of this section and prescribed language for the notices.)

## **G. FALSE CLAIMS ACT**

The Contractor shall promptly notify the State and refer to an appropriate Federal inspector general any credible evidence that a principal, employee, agent, subawardee, vendor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving ARRA funds.

## **H. INFORMATION IN SUPPORT OF ARRA REPORTING**

The Contractor may be required to submit backup documentation for expenditures of funds under ARRA including such items as timecards and invoices. The Contractor shall provide copies of backup documentation at the request of DOE's Contracting Officer or designee, or the Energy Commission's Contract Manager or designee.

## **I. AVAILABILITY OF FUNDS**

Funds appropriated under ARRA and obligated to this award are available for reimbursement of costs until April 30, 2012.

## **J. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF ARRA**

- 1) This award requires the Contractor to complete projects or activities which are funded under ARRA and to report on use of ARRA funds provided through this award. Information from these reports will be made available to the public.
- 2) The reports are due monthly by the third of the following month. For example, the January progress report is due on February 3. The reports must be submitted in accordance with the "Monthly Progress Reports" section of Exhibit A of this Agreement.
- 3) The Contractor must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which it has an active award funded with ARRA funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
- 4) The Contractor shall report the information described in section 1512(c) of ARRA, in addition to any information reasonably requested by the Energy Commission or required by Federal law, regulation, or policy. Standard data elements and federal reporting instructions will be provided online at <http://www.FederalReporting.gov>. The Contractor will not register at [FederalReporting.gov](http://www.FederalReporting.gov), but will provide the information to the Energy Commission in a manner specified by the Commission.
- 5) The Contractor must provide information including, but not limited to, the following:
  - a) **ARRA Section 1512 Report**
    - Direct jobs created (i.e., new positions created and filled or unfilled positions that are filled) and jobs retained (i.e., previously existing filled positions that are retained as a result of ARRA funds). Only include jobs

that are directly funded by ARRA funds. The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule.

- Description of jobs created. Provide a brief description of impact on the Contractor's workforce and include the types of jobs created and retained. Include time base (full-time or part-time) and duration (1 year, 1-2 years, 2-5 years, or more than 5 years).
- The Contractor will be required to calculate direct jobs created and retained by all subrecipients and many vendors. The requirement to calculate vendor jobs does not apply to subcontracts with material suppliers or central service providers ("indirect" jobs), or to jobs created by the re-spending of worker income within the local community ("induced" jobs). Job calculations will be captured on the FTE Calculator tab of the Subrecipient 1512 reporting spreadsheet. Per the Single Audit Act Amendments of 1996, the Contractor should be able to substantiate subrecipient/ vendor job hours reported by retaining payroll and project records for a minimum of three (3) years after the final payment has been received, unless a longer period of records retention is stipulated.
- Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number.
- Central Contractor Registration (CCR) number.
- Award number.
- Name (legal name as registered in CCR or D&B).
- The Doing-Business-As (DBA) name as registered in CCR or D&B.
- Address (physical location as listed in the CCR).
- Congressional district (based on physical location address).
- Type of entity (this is the "Business Type" in the CCR).
- Amount awarded (total amount of the Commission agreement).
- Amount received (total cumulative amount of Commission agreement funds received as of the reporting period).
- Date of award (date the Commission agreement was signed).
- Award period (term of the Commission agreement).
- Place of performance (the physical location of primary place of performance, including street address, city, state, zip code+4, country, congressional district, state senate district, and state assembly district).
- Area of benefit (e.g., state, county, city, special district).
- Names and total compensation of five most highly compensated officers for the calendar year in which the agreement is awarded if,
  - In the Contractor's preceding fiscal year, the Contractor received—
    - 80 percent or more of its annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

- \$25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements
  - The public does not have access to information about the compensation of the senior 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.
- Vendor Data Elements (purchases \$25,000 or above)
  - DUNS or name.
  - Zip code of Headquarters.
  - Description of the product and/or service provided by the vendor.
  - The amount invoiced from the vendor (aggregated) that will be paid with ARRA funds.

**b) U.S. Department of Energy SEP Progress Report**

- A comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.
- A discussion of what was accomplished under these goals during this Reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.
- Cost Status. Show approved budget by budget period and actual costs incurred. Separate costs by project activities, administration, and evaluation.
- Schedule Status. List milestones, anticipated completion dates, and actual completion dates.
- Any changes in approach or aims, and reasons for change.
- Actual or anticipated problems or delays, and actions taken or planned to resolve them.
- Any absence or changes of key personnel or changes in consortium/teaming arrangement.
- A description of any product produced or technology transfer activities accomplished during this reporting period, such as:
  - Publications (list journal name, volume, issue); conference papers; or other public releases of results.
  - Web site or other Internet sites that reflect the results of this project.
  - Networks or collaborations fostered.
  - Technologies/techniques.

- Inventions/patent applications.
- Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.
- Performance Metrics
  - Energy savings (kWh, therms, gallons, Btu, etc.).
  - Renewable energy capacity and generation.
  - GHG and criteria pollutant emissions reductions (tons) (CO2 equivalents, tons).
  - Energy cost savings.
- Project type metrics. The key metrics to be reported will vary by project type. See Exhibit E, Attachment 6, Project Type Metrics.

**K. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) — SECTION 1605 OF ARRA**

The Contractor agrees that in accordance with ARRA, Section 1605, neither the Contractor nor its subawardees or vendors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable Federal agency in limited situations as set out in ARRA, Section 1605.

**1) Definitions.** As used in this award term and condition—

- a) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—
  - (i) Processed into a specific form and shape; or
  - (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.
- b) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways,

lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

- c) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

**2) Domestic preference.**

- a) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.
- b) This requirement does not apply to the material listed by the Federal Government as follows:
  - None
- c) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—
  - (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
  - (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
  - (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

**3) Request for determination of inapplicability of Section 1605 of the Recovery Act.**

- a) (i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—
  - (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
  - (B) Unit of measure;
  - (C) Quantity;

- (D) Cost;
  - (E) Time of delivery or availability;
  - (F) Location of the project;
  - (G) Name and address of the proposed supplier; and
  - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
  - (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
  - (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.
- b) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).
  - c) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

- 4) **Data.** To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison  
 Description Unit of measure Quantity Cost  
 (dollars)\*

Item 1:

Foreign steel, iron, or manufactured good \_\_\_\_\_  
 Domestic steel, iron, or manufactured good \_\_\_\_\_

Item 2:

Foreign steel, iron, or manufactured good \_\_\_\_\_  
 Domestic steel, iron, or manufactured good \_\_\_\_\_

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\*Include all delivery costs to the construction site.]

**L. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF ARRA**

In accordance with ARRA Section 1606, the Contractor assures that it and its subawardees and vendors shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subawardees or vendors on projects funded directly by or assisted in whole or in part by and through the Federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.

- 1) Section 1606 of ARRA requires that all laborers and mechanics employed by contractors and subawardees or vendors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to



implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under ARRA shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

When advertising for a public contract opportunity, the Contractor and its subrecipients and vendors must attach the applicable wage determinations to the solicitation, assistance agreement, and resulting contract or grant.

#### **M. DAVIS-BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- 1) **Definitions.** For purposes of this Section, Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:
  - a) Award means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors and subcontractors.
  - b) Contractor means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees.
  - d) Contract means a contract executed by a Recipient, Subrecipient, prime contractor or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.
  - e) Contracting Officer means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

- f) Recipient means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- g) Subaward means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower- tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.
- h) Subrecipient means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

## 2) Davis-Bacon Act

- a) Minimum wages.
  - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR Section 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work

actually performed, without regard to skill, except as provided in 29 CFR Section 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Section 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (a) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - ii. The classification is utilized in the area by the construction industry; and
  - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer

the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR Section 5.5(a)(1)(ii)(B) or (C), shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
  - (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- b) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR Section 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Section 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

- (b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
  - i. That the payroll for the payroll period contains the information required to be provided under Section 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Section 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - ii. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR Section 5.5(a)(3)(ii)(B).
- (d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under

section 1001 of title 18 and section 3729 of title 31 of the United States Code.

- (iii) The Contractor or subcontractor shall make the records required under 29 CFR Section 5.5 (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Section 5.12.

c) Apprentices and trainees--

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in

the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR Section 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.



- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.
- d) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.
- e) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained in 29 CFR Section 5.5(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.
- f) Contract termination: debarment. A breach of the Contract clauses in 29 CFR Section 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR Section 5.12.
- g) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- i) Certification of eligibility.
  - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR Section 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR Section 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. Section 1001.

j) Requirement to submit copies of certified payrolls

The Contractor must submit to the Energy Commission on a weekly basis a copy of all certified payrolls prepared in accordance with 29 CFR Section 5.5 (a)(3)(ii) for all lower tier contractors.

k) Requirement to notify the Energy Commission of any non-compliance

The Contractor must notify the Energy Commission of any non-compliance with Davis-Bacon prevailing wage requirements by any lower tier contractors.

l) Applicable wage determinations

Pursuant to the SEP award agreement between DOE and the Energy Commission (DE-EE0000221), the following wage determinations are hereby incorporated into this Agreement: CA1, CA2, CA5, CA9, CA11, CA19, CA23, CA25, CA27, CA29, CA31, CA33, CA34, CA35, CA36, and CA37.

The wage determinations are available at:

<http://www.wdol.gov/dba.aspx#14>.

**3) Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 3(a) of this paragraph the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia

or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR Section 5.5(b)(1), in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR Section 5.5 (b)(1).

- c) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR Section 5.5(b)(2).
- d) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in 29 CFR Section 5.5 (b)(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- e) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### **N. ARRA TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

- 1) To maximize the transparency and accountability of funds authorized under ARRA as required by Congress and in accordance with 2 CFR 215.21 "Uniform

Administrative Requirements for Grants and Agreements” and OMB Circular A–102 Common Rules provisions, the Contractor agrees to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at: <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

- 2) If the Contractor is covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, “Audits of States, Local Governments, and Non-Profit Organizations,” the Contractor agrees to separately identify the expenditures for Federal awards under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under ARRA separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.
- 3) The Contractor agrees to separately identify to each subawardee and vendor, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of ARRA funds. When the Contractor awards ARRA funds for an existing program, the information furnished to subawardees and vendors shall distinguish the subawards of incremental ARRA funds from regular subawards under the existing program.
- 4) The Contractor agrees to require its subawardees and vendors to include on their SEFA information to specifically identify ARRA funding similar to the requirements for the Contractor SEFA described above. This information is needed to allow the Energy Commission and the Contractor to properly monitor subawardee and vendor expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

**O. ADVANCED UNDERSTANDING CONCERNING PUBLICLY FINANCED ENERGY IMPROVEMENT PROGRAMS (FOR MUNICIPAL FINANCING PROJECTS ONLY):**

The parties recognize that the Contractor may use funds under this award for Property-Assessed Clean Energy (PACE) loans, Sustainable Energy Municipal Financing, Clean Energy Assessment Districts, Energy Loan Tax Assessment Programs (ELTAPS), or any other form or derivation of Special Taxing District whereby taxing entities collect payments through increased tax assessments for energy efficiency and renewable energy building improvements made by their constituents. The Department of Energy (DOE) intends to publish "Best Practices" or other guidelines pertaining to the use of funds made available to the Energy Commission under DOE award number DE-EE-0000221 pertaining to the programs

identified herein. By accepting this award, the Contractor agrees to incorporate, to the maximum extent practicable, those Best Practices and other guidelines into any such program(s) within a reasonable time after notification by DOE that the Best Practices or guidelines have been made available. The Contractor also agrees, by its acceptance of this award, to require its subawardees and vendors to incorporate to the maximum extent practicable the best practices and other guideline into any such program used by the subawardee or vendor.

#### **P. STATE ARRA GUIDELINES FOR STATE ENERGY PROGRAM**

The Commission's *Guidelines for the State Energy Program*, dated September 30, 2009, (publication number CEC-150-2009-004-F) are hereby incorporated by reference and made a part of this Agreement. The Contractor warrants that it has read and understands the *Guidelines* and acknowledges that requirements specified therein apply to the Contractor and the funding provided under this Agreement. The Contractor acknowledges that the *Guidelines* are subject to change pursuant to California Public Resources Code Section 25462 and that any changes made to the *Guidelines* shall apply to the Contractor and the funding provided under this Agreement.

### **3) ADDITIONAL FEDERAL PROVISIONS**

#### **A. SITE VISITS**

The Energy Commission, the Federal awarding agency, and/or their 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. The Contractor must provide and must require subawardees and vendors 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.

#### **B. NON-DISCRIMINATION CLAUSE**

This award is subject to the provisions of 10 Code of Federal Regulations (CFR) 1040.1 *et seq.*, Nondiscrimination in Federally Assisted Programs.

The Contractor will complete and certify by signature on the DOE Form 1600.5, U.S. DOE "Assurance of Compliance," (Exhibit E, Attachment 1 of this Agreement) its commitment to comply with this law and return it to the Energy Commission Contracts Officer.

**C. CERTIFICATIONS REGARDING LOBBYING AND DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

This award is subject to the provisions of 10 CFR Part 601, 2 CFR Part 180, and 2 CFR Part 901.

The Contractor will complete and certify by signature on the Form "Certifications Regarding Lobbying and Debarment, Suspension and Other Responsibility Matters" (Exhibit E, Attachment 2 of this Agreement) its commitment to comply with these requirements and return it to the Energy Commission's Contracts Officer.

**D. LOBBYING RESTRICTIONS**

The Contractor agrees that none of the funds obligated under this Agreement shall be expended, directly or indirectly, to influence congressional action on any legislation 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.

The Contractor will disclose lobbying activities by completing and signing the Standard Form LLL (Exhibit E, Attachment 3 of this Agreement) and return it to the Energy Commission's Contracts Officer.

**E. NATIONAL POLICY ASSURANCES**

The Contractor agrees to adhere to and include in all subawards the requirements set forth in the attached "National Policy Assurances" (Exhibit E, Attachment 4 of this Agreement).

**F. PUBLICATIONS**

- 1) The Contractor is encouraged to publish or otherwise make publicly available the results of the work conducted under this Agreement.
- 2) An acknowledgment of Energy Commission and Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

*Acknowledgment.* "This material is based upon work supported by the California Energy Commission and the U.S. Department of Energy [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)]."

*Disclaimer.* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the California Energy Commission, the United States Government, nor any agency thereof, nor any 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 California Energy Commission, 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 California Energy Commission, the United States Government, or any agency thereof.”

#### **G. FEDERAL INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION**

- 1) The Federal intellectual property provisions applicable to this award are provided in Exhibit E, Attachment 5 to this award. A list of all intellectual property provisions may be found at: [http://www.gc.energy.gov/financial\\_assistance\\_awards.htm](http://www.gc.energy.gov/financial_assistance_awards.htm).
- 2) Questions regarding intellectual property matters should be referred to the DOE DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at: [http://www.gc.doe.gov/documents/Intellectual\\_Property\\_\(IP\)\\_Service\\_Providers\\_for\\_Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf).

#### **H. PRESERVATION OF OPEN COMPETITION AND GOVERNMENT NEUTRALITY TOWARDS CONTRACTORS’ LABOR RELATIONS ON FEDERALLY FUNDED CONSTRUCTION PROJECTS**

Unless in conflict with State or local laws, the Contractor must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this Agreement, or pursuant to a subaward to this Agreement, do not:

- 1) Require or prohibit bidders, offerors, contractors, or subawardees or vendors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
- 2) Otherwise discriminate against bidders, offerors, contractors, or subawardees or vendors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

- 3) The term “construction contract” as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- 4) Nothing in this provision prohibits bidders, offerors, contractors, or subawardees or vendors from voluntarily entering into agreements with labor organizations.

#### **I. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS**

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Contractor or its subawardees for (i) Decontamination and/or Decommissioning (D&D) of any of the Contractor’s or subawardee’s facilities, or (ii) any costs which may be incurred by the Contractor or its subawardees 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.

#### **J. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE**

The Contractor is restricted from taking any action using Federal funds for projects under this Agreement that will have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing a final NEPA determination regarding these projects.

If the Contractor moves forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA determination, it is doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

#### **K. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

#### **L. HISTORIC PRESERVATION**

Prior to the expenditure of federal funds to alter any structure or site, the Contractor is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA) outlined in 36 CFR Part 800, consistent with DOE’s 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Contractor must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR



Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

Section 110(k) of the NHPA applies to DOE-funded activities. The Contractor shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

The Energy Commission executed a Programmatic Agreement on May 24, 2010 with the SHPO DOE, and the California Department of Community Services and Development to streamline the Section 106 consultation process and to categorically exclude some projects from the SHPO's direct review and consultation. Because of their nature, these categorically excluded projects cannot impact historic resources. The categorically excluded projects are identified in the Programmatic Agreement and include: (1) undertakings for planning, training and educational purposes; (2) undertakings to replace equipment on existing buildings or structures that result in no building or structure changes or ground disturbances; and (3) undertakings on buildings or structures less than 45 years of age that will result in no ground disturbances. Projects that are categorically excluded from the SHPO's direct review and consultation will be deemed to have satisfied Section 106 of NHPA without further review or involvement by the SHPO.

The Energy Commission will evaluate projects to determine whether they are categorically excluded from the SHPO's direct review and consultation under the Programmatic Agreement. If projects are categorically excluded, the Energy Commission will issue the project applicant a clearance letter on the SHPO's behalf. In order for the Energy Commission to determine whether a given project is categorically excluded from the SHPO's direct review and consultation, the Contractor must prepare a Consultation Package, as provided in the Programmatic Agreement, for each building or structure upon which the project will be undertaken.

## **M. WASTE MANAGEMENT PLAN**

Prior to the proposed project activities generating any waste, the Contractor and its subrecipients and vendors must each submit a Waste Management Plan to the Energy Commission's Contract Manager. The Waste Management Plan must describe the Contractor/subrecipient/vendor's plan to dispose of any sanitary or hazardous waste generated by the proposed project activities. Sanitary and hazardous waste includes, but is not limited to, construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos.

The Waste Management Plan must comply with all Federal, state, and local laws and regulations governing waste disposal.

## **N. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS**

The Contractor must obtain any required permits and comply with all applicable Federal, state, and municipal laws, codes, and regulations for work performed under this Agreement.

## **O. STATEMENT OF FEDERAL STEWARDSHIP**

DOE will exercise normal federal stewardship in overseeing the project activities performed under this award. 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 correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

## **P. RESOLUTION OF CONFLICTING CONDITIONS**

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained Exhibits A through E must be referred to the Energy Commission's Contract Manager for guidance.

## EXHIBIT 9

Standard Agreement No. 400-09-021

Exhibit E

Attachment 1

“Assurance of Compliance”

**EXHIBIT E  
ATTACHMENT 1**

**ASSURANCE OF COMPLIANCE**

DOE F 1600.5  
(06-94)  
All Other Editions are  
Obsolete

**U.S. Department of Energy  
Assurance of Compliance**

OMB Control No.  
1910-0400

**Nondiscrimination in Federally Assisted Programs**

**OMB Burden Disclosure Statement**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422 - GTN, Paperwork Reduction Project (1900-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1900-0400), Washington, DC 20503.

COUNTY OF MARIN COMMUNITY DEV. AGENCY (Hereinafter called the "Applicant")

HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub.L.93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub.L.93-438), Title IX of the Education Amendments of 1972, as amended (Pub.L.92-318, Pub.L.93-568, and Pub.L.94-482), Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), the Age Discrimination Act of 1975 (Pub.L.94-135), Title VIII of the Civil Rights Act of 1968 (Pub.L.90-284), the Department of Energy Organization Act of 1977 (Pub.L.95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub.L.94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

**Applicability and Period of Obligation**

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the

property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

### **Employment Practices**

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

### **Subrecipient Assurance**

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form, however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

### **Data Collection and Access to Records**

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy, Facilities of the Applicant (including the physical plants, building, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such data of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representation and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signature appears below and who are authorized to sign this assurance on behalf of the Applicant.

DOE F 1600.5

(06-94)

All Other Editions are Obsolete

OMB Control No.  
1910-0400

### Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE).

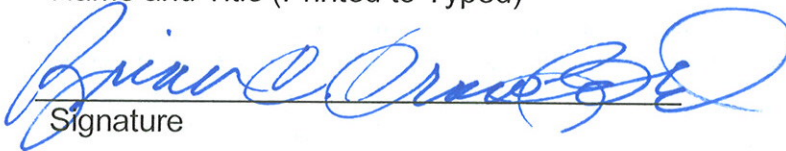
Designated Responsible Employee

BRIAN CRAWFORD, DIRECTOR

Name and Title (Printed to Typed)

(415) 499-6269

Telephone Number



Signature

9/16/10

Date

COUNTY OF MARIN COMMUNITY DEV. AGENCY

Applicant's Name

(415) 499-6269

Telephone Number

3501 CIVIC CENTER DR, RM 308

Address:

9/16/10

Date

SAN RAFAEL CA 94903

Agency Use Only

EXHIBIT 10

Standard Agreement No. 400-09-021  
Exhibit E  
Attachment 2  
“Certifications Regarding Lobbying and  
Debarment, Suspension, and Other Responsibility Matters”

**EXHIBIT E  
ATTACHMENT 2**

**CERTIFICATIONS REGARDING LOBBYING AND  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," 2 CFR Part 180 "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" and 2 CFR Part 901 "Nonprocurement Debarment and Suspension." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Energy determines to award the covered transaction, grant, or cooperative agreement.

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**1. LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



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## 2. ADDITIONAL LOBBYING REPRESENTATION

Applicant organizations which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:

The applicant is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986?  
 Yes     No

If you checked "Yes" above, check the appropriate block:

The applicant represents that after December 31, 1995 it  has  has not engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

---

## 3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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4. SIGNATURE

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant: BRIAN CRAWFORD

Printed Name and Title of Authorized Representative: DIRECTOR, COMMUNITY DEV. AGENCY

 9/16/10  
SIGNATURE DATE

EXHIBIT 11

Standard Agreement No. 400-09-021

Exhibit E

Attachment 3

“Standard Form LLL

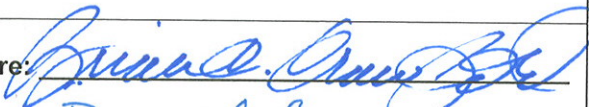
Disclosure of Lobbying Activities”

**EXHIBIT E  
ATTACHMENT 3**

**STANDARD FORM LLL  
DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB  
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b>  a. contract  <input checked="" type="checkbox"/> <u>b.</u> grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>  a. bid/offer/application  <input checked="" type="checkbox"/> <u>b.</u> initial award  c. post-award</p>	<p><b>3. Report Type:</b>  <input checked="" type="checkbox"/> a. initial filing  _____ b. material change</p> <p><b>For material change only:</b>  Year _____ quarter _____  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>  _____ Prime <input checked="" type="checkbox"/> Subawardee  Tier _____, if Known:  COUNTY OF MARIN  3501 CIVIC CENTER DRIVE  SAN RAFAEL CA 94903  Congressional District, if known: <u>06</u></p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  ASSOCIATION OF BAY AREA GOV'TS  101 8TH STREET  OAKLAND CA 94607  Congressional District, if known:</p>	
<p><b>6. Federal Department/Agency:</b>  DEPT. OF ENERGY</p>	<p><b>7. Federal Program Name/Description:</b>  STATE ENERGY PROGRAM  CFDA Number, if applicable: <u>81.041</u></p>	
<p><b>7. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b>  \$ <u>273,463</u></p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i>  <u>N/A</u></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>  <u>NONE</u></p>	
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b>   <b>Print Name:</b> <u>BRIAN C. CRAWFORD</u>  <b>Title:</b> <u>DIRECTOR, COMMUNITY DEV. AGENCY</u>  <b>Telephone No.:</b> <u>415.499.6269</u> <b>Date:</b> <u>9/16/10</u></p>	
<p><b>Federal Use Only</b></p>	<p><b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b></p>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

---

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

EXHIBIT 12

Standard Agreement No. 400-09-021

Exhibit E

Attachment 4

“National Policy Assurances”

**EXHIBIT E  
ATTACHMENT 4**

**NATIONAL POLICY ASSURANCES**

**NATIONAL POLICY ASSURANCES TO BE INCORPORATED AS AWARD TERMS (August 2008)**

To the extent that a term does not apply to a particular type of activity or award, it is self-deleting.

**Nondiscrimination Policies**

By signing this agreement or accepting funds under this agreement, the recipient 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 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.
- c. 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.
- d. On the basis of disability, in 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 at 10 CFR part 1041.
- e. On the basis of race, color, national origin, religion, disability, familial status, and sex under Title VIII of the Civil Rights Act (42 U.S.C. 3601 et seq.) as implemented by the Department of Housing and Urban Development at 24 CFR part 100.
- f. On the basis of disability in the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) for the design, construction, and alteration of buildings and facilities financed with Federal funds.

**Environmental Policies**

By signing this agreement or accepting funds under this agreement, the recipient assures that it will:

- a. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799] and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32.
- b. Identify to the awarding agency any impact this award may have on:
  1. The quality of the human environment, including wetlands, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et. seq.) and assist the agency to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until the agency provides written notification of compliance with NEPA, as implemented by DOE at 10 CFR part 1021.



## **NATIONAL POLICY ASSURANCES TO BE INCORPORATED AS AWARD TERMS (August 2008)**

To the extent that a term does not apply to a particular type of activity or award, it is self-deleting.

2. Flood-prone areas, and provide any help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas, as implemented by DOE at 10 CFR part 1022.
  3. Use of land and water resources of coastal zones, and provide any help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et. Seq.).
  4. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide any help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501, et. seq.), concerning preservation of barrier resources.
  5. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.).
  6. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3).
- c. Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in housing owned by the Federal Government or receiving Federal assistance).
- d. Comply with section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962), and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247, which require the purchase of recycled products by States or political subdivision of States.

### **Live Organisms**

By signing this agreement or accepting funds under this agreement, the recipient assures that it will comply with applicable provisions of the following national policies concerning live organisms:

- a. For human research subjects, the recipient must protect the rights and welfare of individuals that participate as human subjects in research under this award in accordance with the Common Federal Policy for the Protection of Human Subjects (45 CFR part 46), as implemented by DOE at 10 CFR part 745.
- b. For animals and plants:
  1. The recipient must comply with applicable provisions of Department of Agriculture rules at 9 CFR parts 1-4 that implement the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2156) and provide for humane transportation, handling, care, and treatment of animals used in research, experimentation, or testing under this award.
  2. The recipient must follow the guidelines in the National Academy of Sciences (NAS) Publication

## **NATIONAL POLICY ASSURANCES TO BE INCORPORATED AS AWARD TERMS (August 2008)**

To the extent that a term does not apply to a particular type of activity or award, it is self-deleting.

“Guide for the Care and Use of Laboratory Animals”(1996, which may be found currently at <http://www.nap.edu/readingroom/books/labrats/>) and comply with the Public Health Service Policy and Government principles Regarding the Care and use of animals (included as Appendix D to the NAS Guide).

3. The recipient must immediately identify to the awarding agency any potential impact that the recipient finds this award may have on endangered species, as defined by the Endangered Species Act of 1973, as amended (“the Act,” 16 U.S.C. 1531-1543), and implementing regulations of the Departments of the Interior (50 CFR parts 10-24) and Commerce (50 CFR parts 217-227). The recipient also must provide any help the awarding agency may need to comply with 16 U.S.C. 1536(a)(2). This is not in lieu of responsibilities the recipient has to comply with provisions of the Act that apply directly to it as a U.S. entity, independent of receiving this award.

### **Debarment and Suspension**

The recipient agrees to comply with the requirements regarding debarment and suspension in Subpart C of 2 CFR parts 180 and 901.

### **Drug-Free Workplace**

The recipient agrees to comply with the requirements in Subpart B of 10 CFR part 607, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

### **Lobbying**

- a. The recipient assures that it will comply with the restrictions on lobbying in 31 U.S.C.1352, as implemented by DOE at 10 CFR part 601, and submit all disclosures required by that statute and regulation.
- b. The recipient, if it is a nonprofit organization described in section 501(c)(4)of title 26, United States Code (the Internal Revenue Code of 1968), may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., Chapter 26). If the awarding agency determines that the recipient has engaged in lobbying activities, it will cease all payments to the recipient under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions. By submitting an application and accepting funds under this agreement, the recipient assures that it is not an organization described in section 501(c)(4) that has engaged in any lobbying activities described in the Lobbying Disclosure Act of 1995 (2 U.S.C. 1611).
- c. The recipient must comply with the prohibition in 18 U.S.C. 1913 on the use of Federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a Member of Congress or official.

### **Officials not to benefit**

**NATIONAL POLICY ASSURANCES TO BE INCORPORATED AS AWARD TERMS (August 2008)**

To the extent that a term does not apply to a particular type of activity or award, it is self-deleting.

The recipient agrees to comply with the requirement that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

**Hatch Act**

The recipient agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

**Native American Graves Protection and Repatriation Act of 1990**

The recipient, if it is an organization which controls or possesses Native American remains and associated funerary objects, must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C., chapter 32).

**Fly America Act**

The recipient agrees that it will comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the "Fly America Act," and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

**Use of United States-flag vessels**

- a. Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.
- b. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 9.a of this section shall be furnished to both the awarding agency's administrator (through the recipient in the case of its contractor's bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

### **Research Misconduct**

The recipient assures that it will comply with the government-wide policy on research misconduct issued by the Office of Science and Technology Policy (available in the Federal Register at 65 FR 76260, December 6, 2000, or on the Internet at [www.ostp.gov](http://www.ostp.gov)), as implemented by DOE at 10 CFR part 733 and 10 CFR 600.31.

### **Requirements for an Institution of Higher Education Concerning Military recruiters and Reserve Officers Training Corps (ROTC)**

- a. As a condition for receiving funds under an award by the National Nuclear Security Administration of the Department of Energy, the recipient agrees that it is not an institution of higher education that has a policy or practice placing any of the restrictions specified in 10 U.S.C. 983 as implemented by 32 CFR part 216, on:
  1. Maintenance, establishment, or operation of Senior ROTC units, or student participation in those units; or
  2. Military recruiters' access to campuses, students on campuses, or information about students.
- b. If the recipient is determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this award, the awarding agency:
  1. Will cease all payments to the recipient of funds under this award and all other awards subject to the requirements in 32 CFR part 216; and
  2. May suspend or terminate those awards unilaterally for material failure to comply with the award terms and conditions.

### **National Historic Preservation**

- a. The recipient agrees to identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding agency may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470f), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR part 800 and Executive Order 11593, "Identification and Protection of Historic Properties," [3 CFR, 1971-1975 Comp., p. 559].
- b. The recipient agrees to identify to the awarding agency the potential under this award for irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data, and provide any help we may need, with respect to this award, to comply with the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1, et seq.).

### **Relocation and Real Property Acquisition**

The recipient assures that it will comply with 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.) and provides for fair and equitable treatment of persons displaced by Federally assisted programs or persons whose property is acquired as a result of such programs.

### **Confidentiality of patient records**

The recipient must keep confidential any records that it maintains of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290dd-2.

### **Constitution Day**

The recipient must comply with Public Law 108-447, Div. J, Title I, Sec. 111 (36 U.S.C. 106 note), which requires each educational institution receiving Federal funds in a Federal fiscal year to hold an educational program on the United States Constitution on September 17<sup>th</sup> during that year for the students served by the educational institution.

### **Trafficking in Persons**

a. Provisions applicable to a recipient that is a private entity:

1. The recipient, its employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. The Federal awarding agency may unilaterally terminate this award, without penalty, if the recipient or a subrecipient that is a private entity –
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
    - A. Associated with performance under this award; or
    - B. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the awarding agency at 2 CFR part 901.

b. Provision applicable to a recipient other than a private entity:

The Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies

on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the awarding agency at 2 CFR part 901.

c. Provisions applicable to any recipient:

1. The recipient must inform the awarding agency immediately of any information it receives from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. The awarding agency’s right to terminate unilaterally that is described in paragraph a.2 or b. of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to the awarding agency under this award.
3. The recipient must include the requirements of paragraph a.1 of this award term in any subaward it makes to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
  - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - ii. Includes:
    - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - B. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

EXHIBIT 13

Standard Agreement No. 400-09-021  
Exhibit E  
Attachment 5  
“Federal Intellectual Property Provisions”

**EXHIBIT E  
ATTACHMENT 5**

**FEDERAL INTELLECTUAL PROPERTY PROVISIONS**

**Intellectual Property Provisions (NRD-1003)  
Nonresearch and Development**

**Grant #DE-EE0000221**

Under federal grant #DE-EE0000221, the following intellectual property provisions apply to the rights of the Energy Commission and the U.S. Department of Energy (DOE).

Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c).

10 CFR 600.136 Intangible property.

- (a) The Energy Commission may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. DOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.
- (c) DOE has the right to:
  - (1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and
  - (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- (d) (1) In addition, in response to a Freedom of Information act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the DOE shall request, and the Energy Commission shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the DOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the Energy Commission, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).



EXHIBIT 14

Standard Agreement No. 400-09-021

Exhibit E

Attachment 6

“Project Type Metrics”

**EXHIBIT E  
ATTACHMENT 6**

**PROJECT TYPE METRICS**

**Metrics Activity:** The key metrics to be reported will vary by project type. The minimum information to be reported, by project activity type, is listed below. The project type metrics to be reported for this award are checked below.

- Building Codes and Standards
  - Name of new code adopted
  - Name of old code replaced
  - Number and percentage of new and existing buildings covered by new code
  - Other: \_\_\_\_\_
  
- Building Retrofits
  - Number of buildings retrofitted, by sector
  - Square footage of buildings retrofitted, by sector
  - Other: \_\_\_\_\_
  
- Clean Energy Policy
  - Number of alternative energy plans developed or improved
  - Number of renewable portfolio standards established or improved
  - Number of interconnection standards established or improved
  - Number of energy efficiency portfolio standards established or improved
  - Number of other policies developed or improved
  - Other: \_\_\_\_\_
  
- Building Energy Audits
  - Number of audits performed, by sector
  - Floor space audited, by sector
  - Auditor's projection of energy savings, by sector
  - Other: \_\_\_\_\_
  
- Energy Efficiency Rating and Labeling
  - Types of energy-consuming devices for which energy-efficiency rating and labeling systems were endorsed by the Contractor or subawardee
  - Other: \_\_\_\_\_
  
- Financial Incentives for Energy Efficiency and Other Covered Investments
  - Monetary value of financial incentive provided, by sector
  - Total value of investments incentivized, by sector
  - Other: \_\_\_\_\_

- Government, School, Institutional Procurement
- Number of units purchased, by type (e.g., vehicles, office equipment, HVAC equipment, streetlights, exit signs)
  - Other: \_\_\_\_\_

- Industrial Process Efficiency (kwh equivalents)
- Reduction in natural gas consumption (MMcf)
  - Reduction in fuel oil consumption (gallons)
  - Reduction in electricity consumption (MWh)
  - Other: \_\_\_\_\_

- Loans and Grants
- Number and monetary value of loans given
  - Number and monetary value of grants given
  - Other: \_\_\_\_\_

- Renewable Energy Market Development (as applicable)
- Number and capacity of solar energy systems installed (kW)
  - Number and capacity of wind energy systems installed (kW)
  - Number and capacity of solar thermal systems installed (square feet)
  - Number and capacity of ground source geothermal systems installed (tons)
  - Number and capacity of biomass (non-transport) systems installed (kW)
  - Number and capacity of biofuel systems installed (gallons per year)
  - Number and capacity of hydropower systems installed (kW)
  - Number and capacity of other renewable energy systems installed (BTU/h or kW)
  - Other: \_\_\_\_\_

- Technical Assistance
- Number of information transactions contacts (for example, webinar, site visit, media, fact sheet) in which energy efficiency or renewable energy measures were recommended, by sector
  - Other: \_\_\_\_\_

- Transportation
- Number of alternative fuel vehicles purchased
  - Number of conventional vehicles converted to alternative fuel use
  - Number of new alternative refueling stations emplaced
  - Number of new carpools and vanpools formed
  - Number of energy-efficient traffic signals installed
  - Number of street lane-miles for which synchronized traffic signals were installed
  - Other: \_\_\_\_\_

Workshops, Training, and Education

- Number of workshops, training, and education sessions held, by sector
- Number of people attending workshops, training, and education sessions, by sector
- Other: \_\_\_\_\_

Other Activities Not Previously Defined

- Pertinent metric information for any activity not defined above should be captured and included as needed
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

EXHIBIT 15

Standard Agreement No. 400-09-021  
Exhibit E  
Attachment 7  
“Exhibit E Vendor Flow-Down Provisions”

**EXHIBIT E  
ATTACHMENT 7**

**EXHIBIT E VENDOR FLOW-DOWN PROVISIONS**

The provisions below must be included in all contracts with vendors that receive ARRA funding. The term “vendor” as used below refers to those entities defined as such by Office of Management and Budget (OMB) Circular A-133, Subpart A, Section .105 and Subpart B, Section .210.

**A. Federal Regulations/Guidelines/OMB Circulars Incorporated by Reference (Exhibit E, Paragraph 1)**

1. Title 10 CFR Part 600
2. Additional provisions that apply to the vendor

**B. Special Provisions Relating to Work Funded under the American Recovery and Reinvestment Act of 2009 (Exhibit E, Paragraph 2)**

3. ARRA-Funded Project
4. Segregation of Costs
5. Prohibition on Use of Funds
6. Access to Records
7. Protecting State and Local Government and Contractor Whistleblowers
8. False Claims Act
9. Information in Support of ARRA Reporting
10. Reporting and Registration Requirements under Section 1512 of ARRA (*Applicable only if payment to the vendor is \$25,000 or more. Please use the following language in vendor subcontracts, rather than the language in the “Reporting and Registration Requirements” paragraph in Exhibit E*)

As this award requires [name of vendor] to complete projects or activities funded under ARRA, [name of vendor] must provide the following “Vendor Data Elements” to [name of Contractor, or name of other entity that entered into contract with vendor]. This information must be provided to [name of Contractor], so that it may fulfill its ARRA reporting obligations:

- Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) or name and zip code of headquarters
11. Required Use of American Iron, Steel, and Manufactured Goods (Covered Under International Agreements) — Section 1605 of ARRA

12. Wage Rate Requirements Under Section 1606 of ARRA
13. Davis-Bacon Act and Contract Work Hours and Safety Standards Act
14. ARRA Transactions Listed in Schedule of Expenditures of Federal Awards

**C. Additional Federal Provisions (Exhibit E, Paragraph 3)**

15. Site Visits
16. Non-Discrimination Clause
17. Certifications Regarding Lobbying and Debarment, Suspension and Other Responsibility Matters
18. Lobbying Restrictions
19. National Policy Assurances
20. Federal Intellectual Property Provisions and Contact Information
21. Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federally Funded Construction Projects (*Construction Contracts Only*)
22. Decontamination and/or Decommissioning (D&D) Costs
23. Notice Regarding the Purchase of American-Made Equipment and Products—Sense of Congress
24. Waste Management Plan
25. Federal, State, and Municipal Requirements
26. Resolution of Conflicting Conditions (*Please use the following language in vendor subcontracts, rather than the language in the "Resolution of Conflicting Conditions" paragraph in Exhibit E*)

Any apparent inconsistency between federal statutes and regulations and the terms and conditions contained in this award must be referred to [name of Contractor, or name of other entity that entered into contract with vendor]. [Name of Contractor] will refer the matter to the Energy Commission's Contract Manger for guidance.

**D. Exhibit E Attachments**

27. Attachment 2 – Certifications Regarding Lobbying and Debarment, Suspension, and Other Responsibility Matters
28. Attachment 3 – Standard Form LLL, Disclosure of Lobbying Activities

29. Attachment 4 – National Policy Assurances (*Applicable provisions*)
30. Attachment 5 – Federal Intellectual Property Provisions



## EXHIBIT 16


### Standard Agreement No. 400-09-021 Contractor Certification Clauses

Check for current language:  
<http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> COUNTY OF MARIN		<i>Federal ID Number</i> 94-6000519
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> BRIAN C. CRAWFORD, DIRECTOR COMMUNITY DEV. AGENCY		
<i>Date Executed</i> 9/16/10	<i>Executed in the County of</i> MARIN	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. 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.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall 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 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.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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