**Attachment 1**

**Exhibit A**

**SCOPE OF WORK**

**TECHNICAL TASK LIST**

*<Insert the Task numbers and Task names for your Agreement. Applicants may leave the CPR column blank.>*

| **Task #** | **CPR** | **Task Name** |
| --- | --- | --- |
| 1 |  | Administration |
| 2 |  | Block Grant Internal Controls, Processes, and Procedures |
| 3 |  | Website Design, Development, Maintenance, and Implementation |
| 4 | X | Overall Project Plan Development |
| 5 | X | Incentive Project Development |
| 6 | X | Incentive Project Implementation |
| 7 |  | Operations and Reliability |
| 8 |  | Semi-Annual Electric Vehicle Charger Inventory Reports |
| 9 |  | Data Collection & Analysis |
| 10 |  | Project Fact Sheet |
| *<Etc.>* |  | *<Insert Task Name>* |

**KEY NAME LIST**

*<Insert the Task numbers and the Key names for each Task in your Project. Include Key names only if the value of the project would significantly change without those personnel, subcontractors, or partners. Add additional lines as needed. Alternatively, you may delete this table if there are no key names.>*

| **Task #** | **Key Personnel** | **Key Subcontractor(s)** | **Key Partner(s)** |
| --- | --- | --- | --- |
| 1 | <Name> | <Name> | <Name> |
| 2 | <Name> | <Name> | <Name> |
| 3 | <Name> | <Name> | <Name> |
| *<Etc.>* | <Name> | <Name> | <Name> |

**GLOSSARY**

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

| **Term/ Acronym** | **Definition** |
| --- | --- |
| AC charging | A charger that operates on a circuit greater than 200 volts and transfers alternating-current (AC) electricity to a device in an electric vehicle (EV) that converts AC to direct current to charge an EV battery. |
| CAM | Commission Agreement Manager |
| CAO | Commission Agreement Officer |
| CEC | California Energy Commission |
| CTP | Clean Transportation Program |
| CPR | Critical Project Review |
| Depot | Type of “home base” behind-the-fence location where a vehicle is typically kept when not in use (usually parked on a nightly basis). |
| DCFC | Direct current fast charger. A charger that enables rapid charging by delivering direct-current (DC) electricity directly to an EV's battery. |
| FTD | Fuels and Transportation Division |
| Implementer | Recipient awarded a grant under CEC GFO |
| Incentive Project(s) | Individually awarded incentives to LEAs for zero-emission school bus infrastructure projects |
| Installed | Attached or placed at a location and available for use for a charging session. |
| LEAs | Local Educational Agencies |
| Private | Charging ports located at parking space(s) that are privately owned and operated, often dedicated to a specific driver or vehicle (for example, a charging port installed in a garage of a single-family home). |
| Public | Charging ports located at parking space(s) designated by the property owner or lessee to be available to and accessible by the public. |
| Recipient | An applicant awarded a grant under a CEC solicitation |
| Shared Private | Charging ports located at parking space(s) designated by a property owner or lessee to be available to, and accessible by, employees, tenants, visitors, and residents. Examples include workplaces and shared parking at multifamily residences. |
|  | <Insert additional rows as needed.> |

*<Applicants* ***DO NOT*** *need to complete items listed under “Background.” This will be completed by the CAM during agreement development if proposal is recommended for funding.>*

**Background**

Section 96 of Senate Bill (SB) 114[[1]](#footnote-2) (Committee on Budget and Fiscal Review, Chapter 48, Statutes of 2023), which amended Section 121 of Assembly Bill (AB) 181 (Committee on Budget, Chapter 52, Statutes of 2022), appropriated $125,000,000 for the 2023-2024 fiscal year to the CEC to fund zero-emission school bus charging or fueling infrastructure and related activities, including, but not limited to, charging or fueling stations, equipment, site design, construction, and related infrastructure upgrades.

The appropriation is intended to complement $375,000,000 appropriated to the California State Air Resources Board (CARB) for the Hybrid and Zero-Emission Truck and Voucher Incentive Program (HVIP), to replace internal combustion school buses owned by LEAs with zero-emission school buses.

SB 114 makes funding available from Proposition 98’s $1.5 billion budget for one-time grants that support the adoption of zero-emission school buses and supporting infrastructure. Proposition 98 is a constitutional amendment passed by the California Legislature in 1988 that sets a minimum annual funding level for K-12 schools and community colleges. The guaranteed annual funding is sourced from the state General Funds and local property tax revenues. The annual amount is affected by the number of students in K-12 attendance and the growth of the economy and is determined by comparing three formulas.[[2]](#footnote-3) Within the guaranteed funding level, the Legislature has complete discretion on how funding is allocated and includes ongoing and one-time investments for educational agencies. SB 114 appropriated a total of $500,000,000 to the CEC and CARB for the 2023-2024 fiscal year with an additional $1 billion intended to be allocated evenly over the 2024-2025 and 2025-2026 fiscal years, subject to future appropriations. Grants from the SB 114 funded incentive program must be encumbered to LEAs by June 30, 2029. LEAs shall have three fiscal years after the fiscal year in which the funds are received to expend the funds. Any funds that are not expended by an LEA by the end of that period shall be returned to the state. Therefore, the term of this agreement is expected to end in March 2032.

On [***insert date***], the CEC released a Grant Funding Opportunity (GFO) entitled “[***insert GFO title***].” This competitive grant solicitation was to seek block grant implementer to design and implement an up to $375,000,000 incentive program for zero-emission and renewable fuel type school bus infrastructure incentive projects to LEAs in California. In response to GFO-23-XXX, the Recipient submitted application #XX which was proposed for funding in the CEC’s Notice of Proposed Awards on [***insert date***]. GFO-23-XXX and Recipient’s application are hereby incorporated by reference into this Agreement in their entirety.

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

**Problem Statement:**

*<see instructions>*

**Goals of the Agreement:**

The goal of this Agreement is to design and implement an incentive program for zero-emission school bus charging or fueling infrastructure incentive projects for California LEAs.

**Objectives of the Agreement:**

The objective of this Agreement is to provide a nimble and flexible mechanism to quickly and effectively award incentives to install zero-emission school bus charging or fueling infrastructure to California LEAs.

**TASK 1 ADMINISTRATION**

**Task 1.1 Attend Kick-off Meeting**

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

**The Recipient shall:**

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

**Recipient Products:**

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

**Commission Agreement Manager Product:**

* Kick-Off Meeting Agenda

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

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

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

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

**The CAM shall:**

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

**The Recipient shall:**

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

**CAM Products:**

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

**Recipient Product:**

* CPR Report(s)

# Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Recipient shall:

* Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient and the CAM. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the CAM.

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

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

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

**Products:**

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

Task 1.4 Monthly Calls

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

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

**The CAM shall:**

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

**The Recipient shall:**

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

**Product:**

* Email to CAM concurring with call summary notes.

Task 1.5 Quarterly Progress Reports

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

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

**The Recipient shall:**

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

**Product:**

* Quarterly Progress Reports

Task 1.6 Final Report

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

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

The Final Report shall be a public document and is limited to 25-pages. If the Recipient has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

In addition to any other applicable requirements, the Final Report must comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability; all applicable regulations and guidelines issued pursuant to the ADA; Cal. Gov. Code sects. 7405 and 11135; and Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

The Recipient shall:

* Prepare an Outline of the Final Report, if requested by the CAM.
* Prepare a Final Report complying with ADA requirements and following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
* Submit Final Report in Microsoft Word format or similar electronic format as approved by the CAM.

**Products:**

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

**Task 1.7 Identify and Obtain Matching Funds**

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

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

**The Recipient shall:**

* Prepare a letter documenting the match funding committed to this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
  + Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
  + Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
* Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
* Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
* Provide the appropriate information to the CAM if during the course of the Agreement additional match funds are received.
* Notify the CAM within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

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

**Task 1.8 Identify and Obtain Required Permits**

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

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

**The Recipient shall:**

* Prepare a letter documenting the permits required to conduct this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
  + A list of the permits that identifies the:
    - Type of permit
    - Name, address and telephone number of the permitting jurisdictions or lead agencies
  + The schedule the Recipient will follow in applying for and obtaining these permits.
* Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
* If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the CAM.
* As permits are obtained, send a copy of each approved permit to the CAM.
* If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 working days. Either of these events may trigger an additional CPR.

Products:

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

**Task 1.9 Obtain and Execute Subawards**

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

**The Recipient shall:**

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

**Products:**

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

**TECHNICAL TASKS**

**TASK 2 BLOCK GRANT INTERNAL CONTROLS, PROCESSES, AND PROCEDURES**

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

**The Recipient shall:**

* Develop and submit written Internal Controls, Processes, and Procedures for review and approval by the CAM.
* As necessary, no less than annually, update and submit written internal controls, processes and procedures for review and approval by the CAM.
* Establish and implement procedures to separate, accept, track, disburse, and report on funding from sources other than the CEC.

**Products:**

* Written internal controls, processes, and procedures.
* As necessary, updated internal controls, processes, and procedures.

**TASK 3 WEBSITE DESIGN, DEVELOPMENT, MAINTENANCE, AND IMPLEMENTATION**

The goal of this task is to design, develop and implement a robust, user-friendly website.

**The Recipient shall:**

* Design a robust, user-friendly program website that will include, but not be limited to:
  + Report on the status of incentive projects, including amount of funding available and remaining for each active incentive project.
  + Advertise the availability of incentives including the minimum eligibility and technical requirements.
  + Provide instructions and forms to LEAs interested in participating in the incentive projects.
  + Provide information on disbursements, such as heat map representations of where the funds are being disbursed.
* Develop a user-friendly application portal which shall include (at a minimum):
  + Joint online application forms.
  + Provide the ability for interested LEAs to submit required documents to participate in incentive projects including application forms, payment requests, and appropriate documentation.
  + Provide capability for incentive participants to access, in real time, the status of incentive applications and payments.
  + Coordinate with CARB’s third-party implementer where appropriate and applicable.
* Develop and submit website design and content for review and approval by the CAM.
* Regularly update, maintain, protect, and ensure the security of the entire website. Keep information current including adding new incentive projects as they are developed and implemented.

**Products:**

* Website design and content

**TASK 4 – OVERALL PROJECT PLAN DEVELOPMENT**

The goal of this task is to develop an Overall Project Plan that describes:

* Timeline that details milestones, key performance indicators, metrics, and actions or decisions by the Recipient, CEC, and/or potential project partners.
* Incentive project(s) target launch timeline.
* Planned outreach and engagement activities including workshops.
* Recipient’s plan to quickly scale if additional incentive funds become available that may require a rapid project launch.
* Recipient’s approach in managing multiple incentive projects and scaling of resources.

**The Recipient shall:**

* Develop and submit and Overall Project Plan for review and approval by the CAM.
* Update the Overall Project Plan regularly, no less than quarterly. Submit the updated Overall Project Plan for review and approval by the CAM.

**Products:**

* Overall Project Plan
* Updated Overall Project Plan

**[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details]**

**TASK 5 – INCENTIVE PROJECT DEVELOPMENT**

The goal of this task is to design, in consultation with the CEC and CARB’s third-party implementer, and submit targeted incentive projects to the CAM for review and approval.

**The Recipient shall:**

* Research and analyze zero-emission school bus charging and fueling infrastructure incentive project opportunities and provide Incentive Project Recommendation(s) to the CAM.
* Complete Incentive Project Designs and submit to the CAM. Incentive Project Designs shall include, at a minimum:
  + Types of eligible zero-emission school bus charging and fueling infrastructure and eligible renewable fueling equipment.
* Quantity of zero-emission school bus charging and fueling infrastructure targeted.
* Incentive amount per charger and eligible renewable fueling station.
* Type of funding mechanism (e.g., lottery, competitive, reverse auction, first-come, first-served, etc.).
* Total funding (administrative and incentive) required to complete the proposed project.
* Key performance indicators and metrics.
* Complete an Incentive Project Plan with a timeline detailing milestones and actions or decisions by the Recipient, CEC, and/or potential project partners and provide to the CAM. The plan shall include:
* All phases of the incentive project including planning, development, implementation, and close-out.
* Estimates of how quickly the charging and fueling infrastructure can be deployed from project launch to “steel in the ground.”
* A description of the application intake process, application assessment, notifying site/project of award, and streamlining the process to ensure timely deployment of infrastructure.
* The project plan shall be updated regularly, no less than quarterly.
* Complete Updated Incentive Project Plan(s), as necessary.
* Strategies to leverage private funding to supplement public funds.
* Plan, host/attend, and conduct workshops to:
* Identify future project, equipment, and other technical requirements.
* Seek feedback on incentive project designs.

**Products:**

* Incentive Project Recommendation(s)
* Incentive Project Designs
* Incentive Project Plan
* Updated Incentive Project Plan

**[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details]**

**TASK 6 – INCENTIVE PROJECT IMPLEMENTATION**

The goal of this task is to implement and administer individual targeted incentive project(s) based on approved projects from Task 4.

**The Recipient shall:**

* Develop appropriate, user-friendly application documents (including instruction forms), in coordination with CARB’s third-party implementer, and submit to the CAM for review and approval.
* Develop an Implementation Manual for each incentive project and submit to the CAM for review and approval.
* Develop an outreach and program awareness plan targeted at priority grantees with outreach materials that reflect the languages needed by the communities. Submit the plan to the CAM for review and approval.
* Conduct outreach in accordance with CAM approved outreach and program awareness plan.

Any travel associated with the outreach and program awareness plan must be approved by the CAM prior to travel, and any travel conducted for the purpose of this grant must be associated and in accordance with the program awareness plan.

* Upload incentive project information, Implementation Manual, and relevant documents to website developed under Task 3.
* Receive, evaluate, and process incentive requests for submission to the CEC.

**Products:**

* Application documents for individual incentive project(s)
* Implementation Manual for individual incentive project(s)
* Outreach materials for individual incentive project(s).
* Upon CAM request, incentive project records, including, but not limited to financial records, incentive payment documentation (e.g., completed incentive request forms, photographs of installed charging and fueling infrastructure, and other appropriate documentation to confirm compliance with project requirements), problems/issues experienced, and how identified problems/issues were resolved.
* Submit an *AB 841 Certification* that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit C or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient’s authorized representative.
* Submit *EVITP Certification Numbers* of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.

**[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details]**

**TASK 7 OPERATIONS AND RELIABILITY**

**Task 7.1 Operations**

**The Recipient shall:**

* Operate the installed charger during the term of this agreement.
* Ensure that the charger uptime for each charger installed in the project is least 97 percent of each year for six years after the beginning of operation.

Without limitation to other rights and remedies which the CEC may have, including but not limited to survival provisions specified in the Terms and Conditions of this agreement, this requirement to ensure operationality for six years after the beginning of operation shall survive the completion or termination date of this agreement. In addition to other requirements in the Terms and Conditions of this agreement, all CEC-reimbursable expenditures must be incurred within the agreement term. 

**Task 7.2 Recordkeeping**

The goal of this task is to collect and maintain records of charger operation and reliability. The Recipient shall collect and retain the remote monitoring and maintenance records specified in this section. The Recipient shall collect and retain records for each charger installed and operated as part of this agreement. The Recipient shall retain records for each charger for 9 years from the date the charger begins operation.

**The Recipient Shall:**

* Collect and retain the Remote Monitoring and Maintenance data below from each charger installed and operated as part of this Agreement.
* Retain the data below for 9 years from the date the charger begins operation. Provide records provided to the CEC within 10 business days of request.

1. Provide digital records in a comma separated values (CSV) file unless another file format is approved by the CEC for the request.
2. Provide a clear and understandable data dictionary that describes each data element and any associated units with all digital records.

**Remote Monitoring Data**

1. Connector operative status and error codes on a 15-minute interval including charger identification number and date-time stamp.
2. If the Recipient uses OCPP 1.6 to communicate between the charger and central system, the recipient shall collect the OCPP 1.6 Protocol Data Unit (PDU) Status Notification.
3. A record of each customer attempt to initiate a charge including charger identification number, transaction identification number, and date-time stamp.
4. A record of each failed attempt to charge including charger identification number, transaction identification number, and date-time stamps and reason for failure.

**Maintenance Data**

1. Reports of inoperative chargers or charger failures resulting in inability to charge, such as a customer complaint, internal diagnostics, or inspection.
2. Records of any maintenance conducted on chargers installed and operated as part of the agreement. Records should specify the following:
3. Date and time of the maintenance event
4. Whether maintenance was corrective or preventive in nature
5. Whether and for how long the charger was in an inoperative state prior to maintenance.
6. Whether the charger was in an operative state following maintenance

**Products:**

* Remote Monitoring Records
* Maintenance Records
* Data Dictionary

**Task 7.3 Maintenance Requirements**

The goal of this task is to increase reliability through timely and effective preventive and corrective maintenance. The Recipient shall conduct maintenance on each charger installed and operated as part of the Agreement as specified in this section.

**The Recipient Shall:**

* Conduct preventive maintenance, as specified by the charger manufacturer, on the charger hardware by a certified technician annually. The time interval between consecutive preventive maintenance visits to any charger shall be no more than 13 months.
* Complete corrective maintenance within 10 business days of the beginning of a time when the charger is inoperative or exhibiting failures that result in an inability to charge.
* Report on preventive and corrective maintenance in each quarterly reliability report described in Task 1.5.

**Products:**

* Maintenance section of quarterly report described in Task 1.5

**Task 7.4 Reporting**

The goal of this task is to provide reports on charger reliability and maintenance.

**The Recipient shall:**

* Write and submit to the CEC quarterly reports on charger reliability and maintenance. Each report shall include:
* A summary of charger downtime, including total downtime and the number and frequency of downtime events, the minimum, median, mean, and maximum duration, and the causes of downtime events. Downtimeevents include:

1. The time that the status or error codes returned by a charger indicate that it is in a state other than an operative state (inoperative). The duration of time counted as downtime based on remote monitoring will be the interval between the time of the first charger status record that the charger is inoperative, or the failure of the charger to send operational status on specified interval, and the subsequent status record that the charger is operative.
2. A charger is in an inoperative state or failing to deliver charge, which may be known by consumer notification, internal diagnostics, inspection, or other methods.
3. In the event there is a conflict between the sections (a) and (b), the operative state of the charger shall be determined by (b).

* A summary of Excluded Downtime, including total excluded downtime and the number and frequency of excluded downtime events, the minimum, median, mean, and maximum duration, and the causes of excluded downtime events. ‘Excluded Downtime’ includes:

1. **Grid Power Loss:** Power supplied by third-party provider is not supplied at levels required to for minimum function of chargers. This may include, but is not limited to, service outages due to utility equipment malfunction or public safety power shut-offs. This does not include power generation or storage equipment installed to serve the station exclusively. Documentation from power provider detailing outage is required to claim this as excluded time.
2. **Vandalism and/or Theft:** Any physical damage to the charger and / or station committed by a third-party. This may include, but is not limited to, theft of charging cables, damage to connectors from mishandling, damage to screens, etc. A maximum of 5 days may be claimed as excluded downtime for each event. The CAM may authorize additional excluded downtime for extenuating circumstances on a case-by-case basis. A police report or similar third-party documentation is required to claim this as excluded time.
3. **Communication Network Outages:** Loss of communication due to cellular or internet service provider system outages can be claimed as excluded downtime provided the chargers revert to a free charge state during communication losses. A free charge state is when the charger is operational and dispenses energy and free of charge.
4. **Planned Outage for Maintenance and/or Upgrade:** Any planned maintenance or upgrade work that takes the charger offline. This must be scheduled in advance of the charger being placed in an inoperative state. The maximum downtime that can be excluded for planned maintenance and/or upgrade is 24 hours for any 12-month period.
5. **Force Majeure:** Downtime caused byunforeseen events, not described in (a) – (d) above, that are outside of the control of the funding recipient may be treated as Excluded Downtime upon approval by the CEC. For such downtime to be considered, the recipient shall include a narrative description of the event and why it was out of their control in the annual report for the CEC to review and make a determination. The CEC has sole discretion in approving downtime in this category.
6. **Operating Hours:** Hours in which the charger in in an operative state but are outside of the identified hours of operation of the charging station.

* A summary and calculation of uptime. Each report shall include, for the 12 months preceding the report, the monthly uptime percentage of each charger (Charger Uptime) installed and operated as part of this agreement. Charger uptime shall be calculated as:

|  |  |
| --- | --- |
| U­­c = Charger Uptime  Tc = Total charger minutes in the reporting period  Dc = Total charger downtime for the reporting period, in minutes.  Ec = Total charger excluded downtime in the reporting period, in minutes. |  |

* A summary of charge data, including:

1. Total number of attempts to charge
2. Total number of failed attempts to charge
3. Failed attempts to charge by the following categories:
4. Number of charge attempts that failed due to payment system failures
5. Number of charge attempts that failed due to interoperability failures
6. Number of charge attempts that failed due to charger hardware or software failures
7. Number of charge attempts that failed due to other reasons
8. A summary and explanation of “other reasons” for charge attempt failures
9. A description of steps taken to reduce the number of failed charge attempts, and the success rate of those steps

* The total number of maintenance dispatch events that occurred since the last report, the number of days to complete each maintenance event reported, and a narrative description of significant maintenance issues. Details ofall excluded downtime and a narrative description of events that caused the excluded downtime.

**Products:**

Quarterly Report on Charger Reliability and Maintenance, delivered with each Quarterly Progress Report, described in Task 1.5.

**TASK 8SEMI-ANNUAL ELECTRIC VEHICLE CHARGER INVENTORY REPORTS**

The goal of this task is to provide information on the number of chargers in the Recipient’s charging network in California, including both public and shared private, serving all vehicle sectors (light-, medium-, and heavy duty) excluding any charger used solely for private use at a single-family residence or a multifamily housing unit with four or fewer units.

**The Recipient shall:**

* + Prepare an *Electric Vehicle Charger Inventory Report,* in a template provided by the CAM, that includes:
* For chargers serving light-duty electric vehicles:
  + - * Number of public AC charging ports aggregated at the county level by charging network provider
      * Number of shared private AC charging ports aggregated at the county level by charging network provider
      * Number of public DC fast charging ports aggregated at the county level by charging network provider
      * Number of shared private DC fast charging ports aggregated at the county level by charging network provider
* For chargers serving medium- and/or heavy-duty vehicles:
  + - * Number of public AC charging ports aggregated at the county level by charging network provider
      * Number of shared private AC charging ports aggregated at the county level by charging network provider
      * Number of public DC fast charging ports aggregated at the county level by charging network provider
      * Number of shared private DC fast charging ports aggregated at the county level by charging network provider
      * Number of other publicly available charging ports at the county level by charging network provider
      * Number of other depot charging ports by power output (less than 50 kilowatts (kW), between 50 – 150 kW, 150 kW – 350 kW, 350 kW and above) at the county level by charging network provider (if applicable)
  + Submit the *Electric Vehicle Charger Inventory Report* to the CAM, no later than 30 calendar days after the Agreement is executed and then each calendar half-year thereafter. Reports are due at the end of July and end of January.

**Recipient Product:**

* Electric Vehicle Charger Inventory Report

**TASK 9 – DATA COLLECTION & ANALYSIS**

The goal of this task is to collect operational data from the project and to analyze that data for economic and environmental impacts.

**The Recipient shall:**

* Leverage best practices from existing zero emission school bus infrastructure incentive projects as well as input from stakeholder and community engagement to create a *Data Collection Plan*. Developed in collaboration with the CAM, this plan shall include Key Performance Indicators (KPI) that will guide data collection activities, help identify areas requiring improvement, and improve transferability to future incentive projects.
* For all electric vehicle chargers and charging stations installed on or after January 1, 2024:
  + Comply with recordkeeping and reporting standards as described in CEC’s regulations. These requirements are not applicable to those electric vehicle chargers and charging stations installed at residential real property containing four or fewer dwelling units.
  + Comply with all industry best practices and charger technology capabilities that are demonstrated to increase reliability, as described in CEC’s regulations.
  + Without limitation to other requirements in this grant agreement, Recipient shall comply with any other regulatory requirements, including but not limited to uptime requirements and operation and maintenance requirements. Such regulatory requirements may, but will not necessarily, be enacted after execution of this grant agreement. Once regulations are final, they will apply to work under this grant agreement irrespective of when finalized. Any updates to regulations may also be applicable to work under this grant agreement.
  + If the Recipient is an electric vehicle service provider or other third-party entity that is not the site host, the electric vehicle service provider or third-party entity shall provide a disclosure to the site host about the site host’s right to designate the service provider or third-party as the entity to report the data on behalf of the site host. The Recipient shall verify receipt by signing the disclosure.
* Each funded project will provide a minimum of 12 months of data collection on deployed zero-emission school bus infrastructure, submitted electronically on a regular basis at least quarterly. Applicants shall describe in detail plans to ensure zero-emission school buses will utilize the infrastructure, methods for collecting usage data, and methods of managing charging/fueling energy and potential utility grid impacts leveraging technology solutions installed at the site. Funding recipients shall collect 12 months of data on charging/fueling events for each deployed Electric Vehicle Supply Equipment (EVSE), charger, or fueling station including but not limited to the following:
  + Number of charging or fueling sessions
  + Average charger or fueling station uptime
  + Peak power delivered (kW)
  + Duration of active charging, hourly
  + Duration of charging session, hourly (e.g., vehicle parked but not actively charging)
  + Fueling schedule (charging/fueling time of day and duration).
  + Average session duration
  + Energy delivered (kWh)
  + Average kWh or kg dispensed
  + Types of vehicles using the charging equipment
  + Applicable price for charging, including but not limited to: electric utility tariff, EVSP service contract.
  + Cost of H2 fuel, if applicable either delivered to site, onsite development
  + Energy delivered back to grid or facility if a bidirectional charging use case (kWh)
  + Maximum capacity of the new fueling system
  + Normal operating hours, up time, downtime, and explanations of variations
  + Gallons of gasoline and/or diesel fuel displaced (with associated mileage information)
  + Expected air emissions reduction, for example:
    - Non-methane hydrocarbons
    - Oxides of nitrogen
    - Particulate Matter
    - Formaldehyde
  + Duty cycle of the current fleet and the expected duty cycle of future vehicle acquisitions
  + Methods for collecting usage data.
  + Methods for managing charging and grid impacts (resiliency methods).
  + Methods for managing H2 fueling efficiency at the pump.
  + Challenges or barriers with fueling equipment.
  + Cost savings and smart business practices (charging/fueling).
* Identify any current and planned use of renewable energy at the facility.
* Provide data on potential job creation, economic development, and increased state revenue as a result of expected future expansion.
* Provide a quantified estimate of the project’s carbon intensity values for life-cycle greenhouse gas emissions.
* Compare any project performance and expectations provided in the proposal to CEC with actual project performance and accomplishments.
* Provide a *Data Collection and Information Analysis Report* that lists and analyzes all the data and information described above.
* Develop and collect User Survey(s) from awarded LEAs to better evaluate a variety of factors. Provide *User Survey Report* summarizing results to the CAM. The User Survey(s) will be conducted at different stages of an application to better inform the block grant Recipient of needed project improvements and support to the awarded LEAs of incentive funds. Examples of factors include:
  + Purpose for participating in block grant project.
  + Experience with project participation.
  + Challenges and successes with deploying funded infrastructure equipment.
  + General barriers and issues facing recipients.
  + Solutions and strategies to address and overcome barriers.
  + Progress with the operation and use of charging/fueling equipment.
* Recommend process and implementation improvements and submit recommendations for review and approval by the CAM.
* Implement process improvement changes.

**Products:**

* Data Collection Plan
* Data Collection and Information Analysis Report
* User Survey Report
* Process Improvement Recommendation(s)

**TASK 10 – PROJECT FACT SHEET**

The goal of this task is to develop an initial and final project fact sheet that describes the CEC-funded project and the benefits resulting from the project for the public and key decision makers.

**The Recipient shall:**

* Prepare an *Initial Project Fact Sheet* at start of the project that describes the project and the expected benefits. Use the format provided by the CAM.
* Prepare a *Final Project Fact Sheet* at the project’s conclusion that describes the project, the actual benefits resulting from the project, and lessons learned from implementing the project. Use the format provided by the CAM.
* Provide at least (6) six *High Quality Digital Photographs* (minimum resolution of 1300x400 pixels in landscape ratio) of post technology installation at the incentive project sites or related project photographs.

**Products:**

* Initial Project Fact Sheet
* Final Project Fact Sheet
* High Quality Digital Photographs

**<Add additional tasks needed for the Agreement>**

**TASK *<Number> <TITLE IN ALL CAPS>***

The goal of this task is to ... ***<Complete the sentence with a brief description of the goal(s). Please be brief, two to three sentences maximum.>***

**The Recipient shall:**

* List each individual **activity**with a separate bullet*.* Begin each bullet with a verb to complete the sentence beginning with “The Recipient shall.”
* Organize activities in the order in which they will occur.
* Use this section to describe the essential elements of the process you will use to complete the project. The contents of each product shall be described in this section.

**Product(s):**

* *<Insert 1st product (name only)*
* *<Insert 2nd product (name only)*
* *<Insert 3rd product (name only)*

Only the names of each product shall appear in the “Products” section. Use exactly the same name to identify a product (report, data set, project plan, etc.) in the activity and I the list of products.

Products incorporate the knowledge and understanding gained by performing the activities, and are submitted to the CEC for review, comment and approval. Products include, but are not limited to, written reports that describe methods, test plans, results of testing, analysis of data, conclusions, and recommendations for future study, workshop agendas and summaries, description and photographs of equipment/product developed, summaries of advisory group meetings, computer software with written instructions for data input and use of the software, if intended for public or CEC use, and production prototypes. The summaries of the Products should be sufficiently detailed to be of use to stakeholders and other researchers. The level of detail should be sufficient for an observer to assess whether the project objectives and goals have been successfully met.

1. Senate Bill 114 Education Finance: Education Omnibus Budget Trailer Bill, Committee on Budget and Fiscal Review, Chapter 48, Statutes of 2023.

   https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill\_id=202320240SB114 [↑](#footnote-ref-2)
2. For more information about Proposition 98 and how the minimum guaranteed annual funding is calculated, refer to Legislative Analyst’s Office. 2005. “Proposition 98 Primer.”

   https://lao.ca.gov/2005/prop\_98\_primer/prop\_98\_primer\_020805.htm [↑](#footnote-ref-3)