**Instructions appear in blue. Carefully read the instructions before completing each section. Delete the instructions after completing each section. Insert the name of the Applicant/Subrecipient in the header as indicated above in blue.**

## DEFINITION OFAcronyms/TERMS

* Insert rows into the table below to add acronyms/terms.
* Define terms that are unusual or technical.
* Place acronyms/terms in **alphabetical order**.

Included in the table below are important acronyms and terms used throughout this Scope of Work (SOW).

| **Acronym/ TERM** | **Definition** |
| --- | --- |
| ARRA | American Recovery and Reinvestment Act of 2009 |
| CAM | Commission Agreement Manager |
| CEC | California Energy Commission |
| CPR | Critical Project Review |
| DOE | Department of Energy (United States) |
| EECBG | Energy Efficiency Conservation Block Grant |
| 2021 EECBG | IIJA funding made available in 2021 under the EECBG |
| FARC | Federal Assistance Reporting Checklist |
| GHG | Greenhouse Gas |
| IIJA | Infrastructure Investment and Jobs Act |
| LGBDC | Local Government Building Decarbonization Challenge |
| MS | Microsoft |
| PDF | Adobe Portable Document Format  |
| PRC | Public Resources Code |
| SOW | Scope of Work |
| State | State of California |
| Subrecipient | [Insert Subrecipient’s name] |

## PURPOSE

The purpose of this agreement is to provide a California local government entity (Subrecipient) with funding for at least one (1) of the following eligible project activities:

* Community building decarbonization planning.
* Municipal building decarbonization planning.
* Advancing municipal operations to support building decarbonization.
* Developing local codes, ordinances, and voluntary decarbonization measures.
* Building decarbonization related workforce development activities.

## BACKGROUND

The Warren-Alquist State Energy Resources Conservation and Development Act, Public Resources Code (PRC) section 25000 et seq., established the California Energy Commission (CEC) as California’s primary energy policy and planning agency. The Local Government Building Decarbonization Challenge (LGBDC) solicitation was designed, in part, to advance a portion of the strategies identified in the *2021 California Building Decarbonization Assessment* [[1]](#footnote-2), which was developed in response to Assembly Bill 3232 (Friedman, Chapter 373, Statutes of 2018) and advances the policy recommendations contained in the *2021 Integrated Energy Policy Report (IEPR), Volume I: Building Decarbonization* [[2]](#footnote-3).

In addition, the LGBDC aligns with and advances the requirements of a history of climate and energy legislation including: The 100 Percent Clean Energy Act of 2018, Senate Bill 100 (de León, Chapter 312, Statutes of 2018); Senate Bill 32 (Pavley, Chapter 249, Statutes of 2016); Senate Bill 350 (de León, Chapter 547, Statutes of 2015); and Assembly Bill 32 (Nunez, Chapter 488, Statutes of 2006).

Local governments play a critical role in helping California (State) meet its energy and climate goals, as they have a unique connection with their constituents and authority over local building and land use decisions. Many local governments have developed long term plans to address energy and climate issues. In fact, 42 percent of local governments in the State have a climate, energy, or sustainability plan to address greenhouse gas (GHG) emissions. These action plans propose individual solutions to match the community’s values and engage and mobilize the public.

The United States Department of Energy’s (DOE) Energy Efficiency and Conservation Block Grant (EECBG) program was originally created by the Federal Energy Independence and Security Act of 2007 and expanded under the American Recovery and Reinvestment Act of 2009 (ARRA). New funding was allocated to the program in 2021 under the Infrastructure Investment and Jobs Act (IIJA) with the broad goals to reduce carbon emissions and energy use, improve energy efficiency, and increase community investment and local workforce development. IIJA funding made available in 2021 under the EECBG (2021 EECBG) allocated funds directly to state and certain local jurisdictions that met program criteria.

## OBJECTIVES OF THE AGREEMENT

The objectives of this agreement are as follows:

* Establish lines of communication and procedures for implementing this agreement.
* Detail all requirements for successful completion of the awarded project and any associated activities.

## DRAFT AND FINAL PRODUCTS/REPORTS

When creating reports, the Subrecipient shall use and follow, unless otherwise instructed in writing by the Commission Agreement Manager (CAM) or designated project contact, the following:

* [Energy Commission Style Manual: Fourth Edition](https://www.energy.ca.gov/sites/default/files/2021-04/CEC-180-2020-001.pdf) located at (https://www.energy.ca.gov/sites/default/files/2021-04/CEC-180-2020-001.pdf).
* [Consultant Report Template](https://www.energy.ca.gov/media/2216) available for download at (https://www.energy.ca.gov/media/2216).

The CEC typically requires submission of products in an electronic format. If a hard copy product is required, each final hard copy product shall be delivered as one (1) original, reproducible, 8 ½” by 11”, camera-ready master in black ink, unless otherwise directed by the CAM or designated project contact. Illustrations and graphs shall be sized to fit an 8 ½” by 11” page and readable if printed in black and white.

##

## ELECTRONIC FILE FORMAT

The Subrecipient shall deliver an electronic copy of the full text in a compatible version of Microsoft (MS) Word (.doc or .docx).

Unless otherwise specified by the CAM or designated project contact, the following describes the accepted formats of electronic data and documents provided to the CEC as agreement products and establishes the computer platforms, operating systems, and application versions that will be required to review and approve all application products.

* Data sets shall be in MS Access, MS Excel, or another file format as specified by the CAM or designated project contact.
* Computer-based text documents shall be in MS Word file format.
* Documents intended for public distribution shall be in Adobe Portable Document Format (PDF) file format, with the original file format provided as well.
* Project management documents shall be in a file format specified by the CAM or designated project contact.

## PRIMARY TASKS

The major categories of work are divided into the following tasks:

| **Task #** | **Task NAME** |
| --- | --- |
| 1 | General Project Tasks |
| 2 | Technical Tasks |
| 3 | Final Reporting |

1. **Task 1 – General Project Tasks**
* **Subtask 1.1: Kick-Off Meeting**

The goal of this subtask is to establish the lines of communication and procedures for implementing this agreement. At the discretion of the CAM, this meeting may be held via conference call, MS Teams, or Zoom.

**The CEC shall:**

* Arrange the meeting, including scheduling the date and time.
* Provide an agenda to all potential meeting participants prior to the kick-off meeting.
* Provide a quarterly progress report template following the kick-off meeting.

**The Subrecipient shall:**

* Attend a “kick-off” meeting with the CAM, designated project contact, and any other CEC staff relevant to the agreement.The Subrecipient shall include its Project Manager and other individuals designated by the CEC in this meeting.
* This meeting will include a discussion of the administrative and technical aspects of this agreement, including the timing of the quarterly reporting periods.
* If necessary, prepare an updated Schedule of Products and Due Dates based on the decisions made in the kick-off meeting.

**CEC Products:**

* Kick-off meeting agenda
* Quarterly progress report template

**Subrecipient Products:**

* Updated Schedule of Products and Due Dates (if applicable)
* **Subtask 1.2: Invoices and Reconciliation Reports**

The goal of this subtask is to ensure accurate and timely payment for work performed under the agreement. See Terms and Conditions (Exhibits C and D) for more information on invoicing.

Following signature and execution of the agreement, Subrecipients may request 50 percent of total awarded funds in advance by submitting an advance payment invoice to the CEC. Following full reconciliation of costs equal to, or more than, the initial 50 percent advance of awarded funds, the Subrecipient will have the option to submit a request for an additional advance of 25 percent of total awarded funds by submitting an advance payment invoice to the CEC. Following full reconciliation of all advance funds, the Subrecipient shall submit invoices, no more frequently than quarterly, for reimbursement of allowable costs.

**The CEC shall:**

* Provide an advance payment invoice template.
* Provide a reconciliation report template.
* Provide a standard invoice template.

**The Subrecipient shall:**

* Submit an advance payment invoice to request advance funds.
* To reconcile advance payments, prepare and submit reconciliation reports based on actual allowable costs incurred under this agreement in compliance with the Budget Worksheet (Exhibit B) and Terms and Conditions (Exhibits C and D). All reconciliation reports shall be submitted as frequently as quarterly and must be accompanied by a quarterly progress report as detailed in Subtask 1.3.
* Prepare and submit standard invoices for all reimbursable, allowable costs incurred performing tasks under this agreement in compliance with the Budget Worksheet (Exhibit B) and Terms and Conditions (Exhibits C and D). All invoices shall be submitted as frequently as quarterly and must be accompanied by a quarterly progress report as detailed in Subtask 1.3.
* Provide proof of payment for incurred costs when requested by the CAM or designated project contact.
* Following CAM approval of all products and the Final Report detailed in Task 3, submit a final invoice to receive the ten (10) percent of funds held as retention.

**CEC Products:**

* Advance payment invoice template
* Reconciliation report template
* Standard invoice template

**Subrecipient Products:**

* First advance payment invoice (if applicable)
* Second advance payment invoice (if applicable)
* Quarterly reconciliation reports
* Quarterly standard invoices
* Proof of payment for incurred costs (if applicable)
* Final retention invoice
* **Subtask 1.3: Quarterly Progress Reports**

The goal of this subtask is to verify satisfactory and continued progress toward achieving the objectives of this agreement on time and within budget, as well as to comply with all United States Department of Energy (DOE) reporting requirements.

The purpose of the quarterly progress report is to summarize activities performed during the current reporting period, identify activities planned for the next reporting period, identify issues that may affect performance and expenditures, and form the basis for determining whether costs incurred and reconciled against advance payments or submitted by accompanying invoices are consistent with work performed.

The Subrecipient shall be required to submit a progress report quarterly. If no invoices are submitted within the designated 90-day period, a progress report will still be required.

**The Subrecipient shall:**

* Prepare quarterly progress reports that summarize all agreement activities conducted by the Subrecipient for the quarterly reporting period, including an assessment of the ability to complete the agreement within the current budget and on the planned schedule and any anticipated cost overruns or delays.
* The first quarterly progress report is due fifteen (15) calendar days after the end of the quarter in which the agreement was signed, and activities commenced.
* Each subsequent report is due (fifteen) 15 days following the end of each quarter, either accompanying an invoice or reconciliation report, or as a standalone report.
* Submit each progress report to the CAM or designated project contact within fifteen (15) calendar days after the end of the quarterly reporting period.
* Provide all information required by DOE, including, but not limited to, the Federal Assistance Reporting Checklist (FARC).

**Subrecipient Products**:

* Quarterly progress reports
* **Subtask 1.4: Critical Project Review Meetings**

The CAM may schedule Critical Project Review (CPR) Meetings as necessary at any time during the agreement term. The goal of CPR Meetings is to determine whether products are being met and evaluate project implementation progress to ensure projects are complete within the agreement term, as well as to identify any needed modifications to the tasks, products, schedule, or budget.

At the discretion of the CAM, CPR Meetings may be held via conference call, MS Teams, or Zoom. The CEC meeting participants may include the CAM, designated project contact, and other key CEC management and staff. The Subrecipient shall include its Project Manager, key personnel, and others designated by the CAM or designated project contact.

**The CEC shall:**

* Arrange the meeting, including scheduling the date and time. When scheduling, provide notice of at least ten (10) business days to the Subrecipient.
* Provide an agenda to all potential meeting participants prior to the CPR Meeting.
* Provide a written determination on whether modifications are needed to the tasks, products, schedule, and/or budget for the remainder of the agreement.

**The Subrecipient shall:**

* Prepare a CPR Report that discusses the progress of the agreement towards achieving its goals and objectives. The Subrecipient shall submit these documents to the CAM or designated project contact at least five (5) business days prior to each CPR Meeting.
* Attend and participate in discussion at the CPR Meeting.

**CEC Products:**

* CPR Meeting Agenda(s)

**Subrecipient Products:**

* CPR Report(s)
* **Subtask 1.5: Execute and Manage Subaward Agreements**

The goal of this subtask is to ensure the Subrecipient executes and manages any subaward agreements necessary to complete the tasks required for the project and to provide quality products. Sub-subrecipients shall complete tasks under this agreement consistent with the Terms and Conditions (Exhibits C and D). In the event of failure of the sub-subrecipient or vendor to satisfactorily perform services, the Subrecipient shall recommend solutions to resolve the problem. This subtask will also provide the CEC an opportunity to review subaward agreements to ensure that the tasks are consistent with this agreement, and the budgeted expenditures are reasonable and consistent with the allowable costs detailed in the Budget Worksheet (Exhibit B).

**The CEC shall:**

* Review subaward agreements prior to execution and provide feedback to the Subrecipient, if applicable.
* Review applicable documents for additional subaward agreements identified as necessary to complete the project under this agreement and provide feedback to the Subrecipient, if applicable.

**The Subrecipient shall:**

* Identify all activities requiring subaward agreements to complete work under this agreement, as well as the specific sub-subrecipients for each, pursuant to the approved project as described in this SOW.
* Prior to execution, submit a copy of each subaward agreement to the CAM for review, if requested.
* Execute agreements with sub-subrecipients.
* Submit copies of all final executed subaward agreements, if requested by the CAM.
* Manage and coordinate sub-subrecipient and vendor activities.
* Enforce sub-subrecipient and vendor agreement provisions.
* In the event of sub-subrecipient or vendor failure to perform, recommend solutions to resolve the problem.
* If additional sub-subrecipients or vendors are identified as necessary to complete the project work under this agreement, notify the CAM within ten (10) calendar days of identifying this need and provide information on related project activities. The CAM may request copies of any applicable documents.

**Subrecipient Products:**

* List of all sub-subrecipient, vendors, and activities requiring subaward agreements to complete work under this agreement
* Copies of draft subaward agreements for review, if requested by the CAM
* Copies of final executed subaward agreements, if requested by the CAM
* Copies of applicable documents for any additional sub-subrecipients identified as necessary to complete the project work under this agreement.
* **Subtask 1.6: Final Meeting**

The goal of this subtask is to discuss closeout of this agreement and review the project. At the discretion of the CAM, this meeting may be held via conference call, MS Teams, or Zoom.

**The Subrecipient shall:**

* Meet with CEC staff prior to the term end date of this agreement. The CAM will designate the specific location. The Subrecipient Project Manager and the CAM will attend this meeting. The CAM will determine any additional appropriate meeting participants. The administrative and technical aspects of agreement closeout will be discussed at the meeting.
* Present findings, conclusions, and recommended next steps (if any) for the agreement based on the information included in the Final Report detailed in Task 3.
* Prepare a written document of meeting agreements and unresolved activities.
* Prepare a schedule for completing the closeout activities for this agreement, based on determinations made within the meeting.

**Subrecipient Products:**

* Written documentation of meeting agreements and unresolved activities
* Schedule for completing closeout activities.
1. **Task 2 – Technical Project Tasks**

**Populate this section of the SOW using the information from Section 6.d “Technical Approach” in Attachment 1 (Application Form). Included below are two subtasks for example purposes only. Enter as many subtasks as necessary to complete this section, following the same format shown below.**

**If your project includes more than one (1) of the five (5) eligible project activities, make sure to group any subtasks by project activity.**

**Alternatively, if your project includes only one (1) eligible project activity, remove the “Project Activity #2” line and the “Subtask 2.B.1” section from the example format below.**

**Project Activity #1: [Insert Project Activity Name]**

* **Subtask 2.A.1: [Insert Subtask Name]**

**[Insert information here on the goal(s) of this subtask.]**

**The Subrecipient shall:**

* [Insert a brief description of each Subrecipient responsibility under this subtask as separate bullets. Use active tense, plain language, and complete sentences.]

**Subrecipient Products**:

* [Insert information on each product here as separate bullets]

**Project Activity #2: [Insert Project Activity Name]**

* **Subtask 2.B.1: [Insert Subtask Name]**

**[Insert information here on the goal(s) of this subtask.]**

**The Subrecipient shall:**

* [Insert a brief description of each Subrecipient responsibility under this subtask as separate bullets. Use active tense, plain language, and complete sentences.]

**Subrecipient Products**:

* [Insert information on each product here as separate bullets]
1. **Task 3 – Final Reporting**
* **Subtask 3.1: Final Report**

The goal of this subtask is to prepare a comprehensive written Final Report that describes the original purpose, activities, outcomes, and lessons learned during the project under this agreement. The Subrecipient shall document successful completion of all project activities, tasks, and products.

Upon the request of the CAM or designated project contact, the Subrecipient shall provide photos, graphs, documents, and data summaries to fully describe the project and all outcomes, as well as to support distribution of project information to other parties.

The Final Report shall be prepared in language easily understood by the public or layperson with a limited technical background. In addition, the Final Report shall be a public document and must be completed prior to the termination date of the agreement or within sixty (60) days of the depletion of funds.

The CAM or designated project contact will provide the Subrecipient with the Final Report template.

**The CEC shall:**

* Provide a final report template to the Subrecipient upon request.

**CEC Products:**

* Final report template
* **Subtask 3.1.1 – Final Report Outline**

**The CEC shall:**

* Review and provide comments on the draft outline of the Final Report.

**The Subrecipient shall:**

* In accordance with the CEC Style Manual, prepare and submit a draft outline of the Final Report to the CAM or designated project contact for review and approval.
* Review comments received on the draft outline and if there are any issues with the recommended changes, discuss them with the CAM or designated project contact.
* Prepare and submit a final outline of the Final Report, incorporating CAM or designated project contact comments.

**CEC Products:**

* Comments on the draft outline of the Final Report (if applicable)

**Subrecipient Products**:

* Draft outline of the Final Report
* Final outline of the Final Report
* **Subtask 3.1.2 – Final Report**

**The CEC shall:**

* Review and provide comments on the draft version of the Final Report.

**The Subrecipient shall:**

* Prepare a draft version of the Final Report in accordance with the approved outline and submit it to the CAM or designated project contact for review and approval at least two (2) months prior to the agreement end date.
* Review comments received on the draft Final Report and if there are any issues with the recommended changes, discuss them with the CAM or designated project contact.
* Prepare and submit the last version of the Final Report, incorporating CAM or designated project contact comments.

**CEC Products:**

* Comments on the draft version of the Final Report (if applicable)

**Subrecipient Products:**

* Draft Final Report
* Final Report
1. Kenney, Michael, Nicholas Janusch, Ingrid Neumann, and Mike Jaske. 2021. [*California Building Decarbonization Assessment*](https://www.energy.ca.gov/publications/2021/california-building-decarbonization-assessment). CEC. Publication Number: CEC-400-2021-006-CMF. https://www.energy.ca.gov/publications/2021/california-building-decarbonization-assessment.  [↑](#footnote-ref-2)
2. Kenney, Michael, Jacob Wahlgren, Kristina Duloglo, Tiffany Mateo, Danuta Drozdowicz, and Stephanie Bailey. 2022. [*Final 2021 Integrated Energy Policy Report, Volume I: Building Decarbonization*](https://efiling.energy.ca.gov/GetDocument.aspx?tn=241599). CEC. Publication Number: CEC-100-2021-001-V1. https://efiling.energy.ca.gov/GetDocument.aspx?tn=241599 [↑](#footnote-ref-3)