



**CALIFORNIA
ENERGY COMMISSION**



**California Energy Commission
January 24, 2024 Business Meeting
Backup Materials for Agenda Item No 03b:
EnergyHub, Inc.**

The following backup materials for the above-referenced agenda item are available in this PDF packet as listed below:

1. Proposed Resolution
2. Grant Amendment Request Form
3. Novation Agreement
4. Scope of Work

STATE OF CALIFORNIA
STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION: **EnergyHub, Inc.**

RESOLVED, that the State Energy Resources Conservation and Development Commission (CEC) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

RESOLVED, that the CEC approves an amendment to agreement EPC-20-011, for a novation changing the grant recipient from Packetized Energy Technologies, Inc. (Packetized Energy) to EnergyHub, Inc. due to EnergyHub, Inc.'s acquisition of Packetized Energy. This grant funds the demonstration of an advanced load flexibility management platform to aggregate diverse groups of energy devices to respond in real-time to changing grid conditions; and

FURTHER BE IT RESOLVED, that the Executive Director or their designee shall execute the same on behalf of the CEC.

CERTIFICATION

The undersigned Secretariat to the CEC does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the CEC held on January 24, 2024.

AYE:
NAY:
ABSENT:
ABSTAIN:

Dated:

Kristine Banaag
Secretariat



STATE OF CALIFORNIA

GRANT AMENDMENT REQUEST FORM (GARF)

CEC-277 (Revised 12/2019)

CALIFORNIA ENERGY COMMISSION

Original Agreement # EPC-20-011 Amendment # 1

Division	Agreement Manager:	MS-	Phone
ERDD	Ayat Osman		916-891-9125

Recipient's Legal Name	Federal ID #
EnergyHub, Inc.	45-0581113

Revisions: (check all that apply)	Additional Requirements
<input checked="" type="checkbox"/> Term Extension New End Date: 6/30/2026	Include revised schedule and complete items A, B, C, & F below.
<input type="checkbox"/> Budget Augmentation Amendment Amount: \$ 0	Include revised budget and complete items A, B, C, D, & F below.
<input type="checkbox"/> Budget Reallocation	Include revised budget and complete items A, B, C, & F below.
<input checked="" type="checkbox"/> Scope of Work Revision	Include revised scope of work and complete items A, B, C, E, & F below.
<input type="checkbox"/> Change in Project Location or Demonstration Site	Include revised scope of work and complete items A, B, C, E, & F below.
<input checked="" type="checkbox"/> Novation/Name Change of Prime Recipient	Include novation documentation and complete items A, B, C, & F below.
<input type="checkbox"/> Terms and Conditions Modification	Include applicable exhibits with bold/underline/ strikeout and complete items A, B, C, & F below.

A) Business Meeting Information

Business Meeting approval is not required for the following types of Agreements:

Minor amendments delegated to Executive Director per December 2013 Resolution

Proposed Business Meeting Date 1/24/2024 Consent Discussion

Business Meeting Presenter N/A Time Needed: 0 minutes

Please select one list serve. EPIC (Electric Program Investment Charge)

Agenda Item Subject and Description:

EnergyHub, Inc.

Proposed resolution approving an amendment to agreement EPC-20-011, for a novation changing the grant recipient from Packetized Energy Technologies, Inc. (Packetized Energy) to EnergyHub, Inc. due to EnergyHub, Inc.'s acquisition of Packetized Energy, and adopting staff's determination that this action will not alter the CEQA exemption findings in the original grant agreement. Additional changes to the agreement include minor updates to the scope of work, project schedule, and budget. These updates do not change the purpose of the agreement. This \$2,000,000 grant funds the demonstration of an advanced load flexibility management platform to aggregate diverse groups of energy devices into resources that respond in real-time to changing grid conditions. The project seeks to include up to 7,000 new



GRANT AMENDMENT REQUEST FORM (GARF)

and existing smart energy devices and demonstrate advanced grid services provided to the California Independent System Operator. (EPIC funding) Contact: Ayat Osman

B) List all subcontractors (major and minor) and equipment vendors: (attach additional sheets as necessary)

Legal Company Name:	Budget
GRID Alternatives	\$ 99,000
Demand Side Analytics, LLC	\$ 70,000
TBD - Marketing	\$ 40,000
Toptal, LLC	\$ 0 (Match only)
Build Momentum (d.b.a. Momentum)	\$ 150,000
To Be Determined	\$ 0 (Match only)
	\$
	\$
	\$
	\$

C) List all key partners: (attach additional sheets as necessary)

Legal Company Name:

D) Budget Information (only include amendment amount information)

Funding Source	Funding Year of Appropriation	Budget List Number	Amount
			\$
			\$
			\$
			\$
			\$
			\$

R&D Program Area: EDMFB: EDMF

TOTAL: \$ 0

Explanation for "Other" selection

Federal Agreement #:

E) California Environmental Quality Act (CEQA) Compliance

1. Is Agreement considered a "Project" under CEQA?

Yes (skip to question 2)

No (complete the following (PRC 21065 and 14 CCR 15378)):



GRANT AMENDMENT REQUEST FORM (GARF)

Explain why Agreement is not considered a "Project":

2. If Agreement is considered a "Project" under CEQA:

a) Agreement **IS** exempt.

Statutory Exemption. List PRC and/or CCR section number:

Categorical Exemption. List CCR section number: Cal. Code Regs., tit. 14, § 15301

Common Sense Exemption. 14 CCR 15061 (b) (3)

Explain reason why Agreement is exempt under the above section: The Energy Commission made CEQA findings pertaining to this project, including that it was categorically exempt under 14 CCR section 15301, when the project was originally adopted by the Commission on 3/17/2021. The proposed changes of term extension, scope of work revision and novation will result in no impact to the environment beyond that already considered on 3/17/2021, and do not affect the applicability of categorical exemption under section 15301.

b) Agreement **IS NOT** exempt. (consult with the legal office to determine next steps)

Check all that apply

Initial Study

Negative Declaration

Mitigated Negative Declaration

Environmental Impact Report

Statement of Overriding Considerations

F) The following items should be attached to this GARF (as applicable)

- | | | |
|---|---|--|
| 1. Exhibit A, Scope of Work/Schedule | <input type="checkbox"/> N/A | <input checked="" type="checkbox"/> Attached |
| 2. Exhibit B, Budget Detail | <input type="checkbox"/> N/A | <input checked="" type="checkbox"/> Attached |
| 3. CEQA Documentation | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached |
| 4. Novation Documentation | <input type="checkbox"/> N/A | <input checked="" type="checkbox"/> Attached |
| 5. CEC 105, Questionnaire for Identifying Conflicts | | <input checked="" type="checkbox"/> Attached |

Ayat Osman
Agreement Manager

12/11/23
Date

Anthony Ng
Office Manager

12/11/23
Date

(Delegated to Branch Manager)
Deputy Director

12/11/23
Date

NOVATION AGREEMENT

For GRANT AGREEMENT NUMBER EPC-20-011

This Novation Agreement is entered into by and among Packetized Energy Technologies, Inc., a Delaware corporation (“Transferor”), EnergyHub, Inc., a Delaware corporation (“Transferee”), and the State Energy Resources Conservation and Development Commission, a California state agency (the “Energy Commission”). In consideration for the mutual promises made herein, the parties agree as follows:

1. On June 11, 2021, Transferor and the Energy Commission entered into grant agreement number EPC-20-011 (“Grant Agreement”), under which Transferor was to demonstrate advanced grid services provided to the California Independent System Operator and provide cost savings for electric utility customers through time-of-use load shifting and direct incentives.
2. The parties agree to substitute Transferee in place of Transferor with respect to all of the obligations described in the Grant Agreement. The total amount of the Grant Agreement is \$2,000,000.00, of which \$123,036.37 has already been paid.
3. Transferee agrees to be bound to the terms and conditions of the Grant Agreement as if Transferee was the original recipient of the Grant Agreement. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Grant Agreement as if the Transferee were the original party to the Grant Agreement.
4. The Energy Commission hereby discharges Transferor from its obligation to the Energy Commission under the Grant Agreement and that all of Transferor’s rights and obligations thereunder are extinguished.
5. This Novation Agreement may be executed in counterparts, each of which shall be deemed an original and shall be deemed duly executed upon the signing of the counterparts by the parties hereto.
6. Any effort to enforce this Novation Agreement in court shall be venued in Sacramento County, California.
7. This Novation Agreement can only be modified in writing by the parties.
8. This Novation Agreement shall be interpreted in accordance with and governed in all respects by California law.
9. If any term, condition, or provision in this Novation Agreement is found to be invalid, unlawful or unenforceable to any extent, the invalid term, condition, or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
10. All payments and reimbursements previously made by the Energy Commission to the Transferor, and all other previous actions taken by the Energy Commission under the Grant Agreement shall be considered to have discharged those parts of the Energy Commission’s obligations under the Grant Agreement. All payments and reimbursements made by the Energy Commission after the date this Novation Agreement is executed by all parties (“Effective Date”) in the name of or to the Transferor shall have the same force and effect as if made to the

Transferee, and shall constitute a complete discharge of the Energy Commission's obligations under the Grant Agreement to the extent of the amounts paid or reimbursed.

11. The Transferor and the Transferee agree that the Energy Commission is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Novation Agreement, other than those that the Energy Commission in the absence of this transfer or Novation Agreement would have been obligated to pay or reimburse under the terms of the Grant Agreement.

(Signature page follows)

DRAFT

TRANSFEROR:

Packetized Energy Technologies, Inc.

By: _____

Name: _____

Title: _____

Date: _____

TRANSFeree:

EnergyHub, Inc.

By: _____

Name: _____

Title: _____

Date: _____

ENERGY COMMISSION:

State Energy Resources Conservation and Development Commission

By: _____

Name: _____

Title: _____

Date: _____

(Signature page to Novation Agreement for Grant Agreement Number EPC-20-11)

Exhibit A Scope of Work

I. TASK ACRONYM/TERM LISTS

A. Task List

Task #	CPR ¹	Task Name
1		General Project Tasks
2		Finalize Program Design and Implementation Strategy
3	X	Community Engagement and Outreach and Device Deployment
4	X	Delivery of Advanced Grid Services
5		Measurement & Verification
6		Evaluation of Project Benefits
7		Technology/Knowledge Transfer Activities

B. Acronym/Term List

Acronym/Term	Meaning
CAM	Commission Agreement Manager
CAISO	California Independent System Operator
CAO	Commission Agreement Officer
CEC	California Energy Commission
CPR	Critical Project Review
LMI	Low-to-Moderate Income
M&V	Measurement & Verification
OEM	Original Equipment Manufacturer
TAC	Technical Advisory Committee

II. PURPOSE OF AGREEMENT, PROBLEM/SOLUTION STATEMENT, AND GOALS AND OBJECTIVES

A. Purpose of Agreement

The purpose of this Agreement is to demonstrate the performance at scale of the Recipient's advanced load flexibility management platform to aggregate diverse groups of energy devices into resources that respond in real-time to changing grid conditions. The demonstration will include up to 7,000 new and existing smart energy devices, such as smart thermostats, smart plugs, ~~Mello smart thermostat retrofits for existing electric resistance water heaters, and existing mini split air conditioners,~~ as well as **electric vehicles**, electric vehicle chargers and electricity storage battery systems, with at least 4 MW of flexible capacity managed by the Recipient and demonstrate advanced grid services provided to the California Independent System Operator (CAISO). The Recipient will **may** partner with community-based organizations ~~GRID-Alternatives~~ to ensure that up to 2,000 devices are connected in and benefit low income and disadvantaged communities.

¹ Please see subtask 1.3 in Part III of the Scope of Work (General Project Tasks) for a description of Critical Project Review (CPR) Meetings.

Exhibit A

Scope of Work

B. Problem/ Solution Statement

Problem

Smart devices are coming fast and have enormous potential to mitigate problems like the shortage of capacity that led to rolling blackouts in California in 2020 in addition to blackouts caused by increased fire risk in the State. Reliability challenges can be aggravated by overworked and overloaded grid infrastructure, massive spikes in demand that overwhelm the system, and a lack of flexibility and load shifting. Advanced demand response technology to provide grid flexibility is just beginning to enter the market. With the recent advent of FERC 2222, new policies will enable greater interaction between aggregators and the market. However, it is not sufficiently easy for customers (and Low-to-Moderate Income (LMI) customers in particular) to adopt and benefit from the smart electricity devices needed to provide load flexibility (resource adequacy) and cost savings that California needs to address emerging grid challenges.

Solution

This project will make it easy for California ratepayers, including LMI customers, to adopt smart devices that can provide cost savings and valuable information for customers, meet the emerging load flexibility challenges of the California grid, and help California meet policy objectives related to decarbonization and electrification.

C. Goals and Objectives of the Agreement

Agreement Goals

The goal of this Agreement is to provide cost savings and valuable information for customers, and to help meet California energy goals by making it easy for California ratepayers to adopt smart devices.

Ratepayer Benefits:² This Agreement will result in the ratepayer benefits of increased customer savings (through Time of Use (TOU) load shifting and direct incentives) and increased grid reliability through the provision of dispatchable aggregated residential demand response to the California Independent System Operator.

Technological Advancement and Breakthroughs:³ This Agreement will lead to technological advancement and breakthroughs to overcome barriers to the achievement of the State of California's statutory energy goals by demonstrating the performance at scale of the Recipient's advanced load flexibility management platform to aggregate diverse groups of energy devices into resources that respond quickly to changing grid conditions. The technology is designed to ensure privacy, security, and comfort for the customer. The project aims to include up to 7,000 new and existing ~~smart energy~~ **connected** devices, **with the**

² California Public Resources Code, Section 25711.5(a) requires projects funded by the Electric Program Investment Charge (EPIC) to result in ratepayer benefits. The California Public Utilities Commission, which established the EPIC in 2011, defines ratepayer benefits as greater reliability, lower costs, and increased safety (See CPUC "Phase 2" Decision 12-05-037 at page 19, May 24, 2012, http://docs.cpuc.ca.gov/PublishedDocs/WORD_PDF/FINAL_DECISION/167664.PDF).

³ California Public Resources Code, Section 25711.5(a) also requires EPIC-funded projects to lead to technological advancement and breakthroughs to overcome barriers that prevent the achievement of the state's statutory and energy goals.

Exhibit A Scope of Work

potential to include internet- connected thermostats, electric vehicles (or electric vehicle chargers) and batteries. ~~focusing primarily on smart thermostats, smart plugs, Mello smart thermostat retrofits for existing electric resistance water heaters, and existing mini-split air conditioners. The project will also include electric vehicle chargers and electricity storage battery systems. The project will~~ **is expected to** provide \$15-\$100 **\$20 – \$90** per year in direct consumer benefits, inclusive of incentive payments, for approximately 4,000 **7,000** customers **over two years.** ~~(\$120,000-\$800,000 total over 2 years).~~

Agreement Objectives

The objectives of this Agreement are to:

- Include up to 7,000 new and existing **electricity connected** devices in a demonstration of the Recipient's advanced load flexibility management platform with up to 4 MW of flexible capacity.
- Demonstrate grid services in partnership with a scheduling coordinator.
- Provide **Incentivize the enrollment of** up to 2,000 smart **electricity connected** devices to **in LMI households at no up-front cost to** customers. ~~with no upfront costs~~

III. TASK 1 GENERAL PROJECT TASKS

PRODUCTS

Subtask 1.1 Products

The goal of this subtask is to establish the requirements for submitting project products (e.g., reports, summaries, plans, and presentation materials). Unless otherwise specified by the Commission Agreement Manager (CAM), the Recipient must deliver products as required below by the dates listed in the **Project Schedule (Part V)**. All products submitted which will be viewed by the public, must comply with the accessibility requirements of Section 508 of the federal Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. All technical tasks should include product(s). Products that require a draft version are indicated by marking **“(draft and final)”** after the product name in the “Products” section of the task/subtask. If **“(draft and final)”** does not appear after the product name, only a final version of the product is required. With respect to due dates within this Scope of Work, **“days”** means working days.

Products will only include aggregate, anonymized data. Recipient shall not disclose any confidential information in Products.

The Recipient shall:

For products that require a draft version, including the Final Report Outline and Final Report

- Submit all draft products to the CAM for review and comment in accordance with the Project Schedule (Part V). The CAM will provide written comments to the Recipient on the draft product within 15 days of receipt, unless otherwise specified in the task/subtask for which the product is required.
- Consider incorporating all CAM comments into the final product. If the Recipient disagrees with any comment, provide a written response explaining why the comment was not incorporated into the final product.
- Submit the revised product and responses to comments within 10 days of notice by the CAM, unless the CAM specifies a longer time period, or approves a request for additional time.

For products that require a final version only

Exhibit A Scope of Work

- Submit the product to the CAM for acceptance. The CAM may request minor revisions or explanations prior to acceptance.

For all products

- Submit all data and documents required as products in accordance with the following:

Instructions for Submitting Electronic Files and Developing Software:

- **Electronic File Format**

- Submit all data and documents required as products under this Agreement in an electronic file format that is fully editable and compatible with the California Energy Commission's (CEC) software and Microsoft (MS)-operating computing platforms, or with any other format approved by the CAM. Deliver an electronic copy of the full text of any Agreement data and documents in a format specified by the CAM, such as memory stick.

The following describes the accepted formats for electronic data and documents provided to the CEC as products under this Agreement, and establishes the software versions that will be required to review and approve all software products:

- Data sets will be in MS Access or MS Excel file format (version 2007 or later), or any other format approved by the CAM.
- Text documents will be in MS Word file format, version 2007 or later.
- Project management documents will be in Microsoft Project file format, version 2007 or later.

- **Software Application Development**

Use the following standard Application Architecture components in compatible versions for any software application development required by this Agreement (e.g., databases, models, modeling tools), unless the CAM approves other software applications such as open source programs:

- Microsoft ASP.NET framework (version 3.5 and up). Recommend 4.0.
- Microsoft Internet Information Services (IIS), (version 6 and up) Recommend 7.5.
- Visual Studio.NET (version 2008 and up). Recommend 2010.
- C# Programming Language with Presentation (UI), Business Object and Data Layers.
- SQL (Structured Query Language).
- Microsoft SQL Server 2008, Stored Procedures. Recommend 2008 R2.
- Microsoft SQL Reporting Services. Recommend 2008 R2.
- XML (external interfaces).

Any exceptions to the Electronic File Format requirements above must be approved in writing by the CAM. The CAM will consult with the CEC's Information Technology Services Branch to determine whether the exceptions are allowable.

MEETINGS

Subtask 1.2 Kick-off Meeting

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

The Recipient shall:

March 17, 2024

January 24, 2024

Exhibit A Scope of Work

- Attend a “Kick-off” meeting with the CAM, the Commission Agreement Officer (CAO), and any other CEC staff relevant to the Agreement. The Recipient will bring its Project Manager and any other individuals designated by the CAM to this meeting. The administrative and technical aspects of the Agreement will be discussed at the meeting. Prior to the meeting, the CAM will provide an agenda to all potential meeting participants. The meeting may take place in person or by electronic conferencing (e.g., WebEx), with approval of the CAM.

The administrative portion of the meeting will include discussion of the following:

- Terms and conditions of the Agreement;
- Invoicing and auditing procedures;
- Administrative products (subtask 1.1);
- CPR meetings (subtask 1.3);
- Match fund documentation (subtask 1.7);
- Permit documentation (subtask 1.8);
- Subcontracts (subtask 1.9); and
- Any other relevant topics.

The technical portion of the meeting will include discussion of the following:

- The CAM’s expectations for accomplishing tasks described in the Scope of Work;
 - An updated Project Schedule;
 - Technical products (subtask 1.1);
 - Progress reports (subtask 1.5);
 - Final Report (subtask 1.6);
 - Technical Advisory Committee meetings (subtasks 1.10 and 1.11); and
 - Any other relevant topics.
- Provide *Kick-off Meeting Presentation* to include but not limited to:
 - Project overview (i.e. project description, goals and objectives, technical tasks, expected benefits, etc.)
 - Project schedule that identifies milestones
 - List of potential risk factors and hurdles, and mitigation strategy
 - Provide an *Updated Project Schedule, Match Funds Status Letter, and Permit Status Letter*, as needed to reflect any changes in the documents.

The CAM shall:

- Designate the date and location of the meeting.
- Send the Recipient a *Kick-off Meeting Agenda*.

Recipient Products:

- Kick-off Meeting Presentation
- Updated Project Schedule (*if applicable*)
- Match Funds Status Letter (subtask 1.7) (*if applicable*)
- Permit Status Letter (subtask 1.8) (*if applicable*)

CAM Product:

- Kick-off Meeting Agenda

Subtask 1.3 Critical Project Review (CPR) Meetings

The goal of this subtask is to determine if the project should continue to receive CEC funding,

Exhibit A Scope of Work

and if so whether any modifications must be made to the tasks, products, schedule, or budget. CPR meetings provide the opportunity for frank discussions between the CEC and the Recipient. As determined by the CAM, discussions may include project status, challenges, successes, advisory group findings and recommendations, final report preparation, and progress on technical transfer and production readiness activities (if applicable). Participants will include the CAM and the Recipient and may include the CAO and any other individuals selected by the CAM to provide support to the CEC.

CPR meetings generally take place at key, predetermined points in the Agreement, as determined by the CAM and as shown in the Task List on page 1 of this Exhibit. However, the CAM may schedule additional CPR meetings as necessary. The budget will be reallocated to cover the additional costs borne by the Recipient, but the overall Agreement amount will not increase. CPR meetings generally take place at the CEC, but they may take place at another location, or may be conducted via electronic conferencing (e.g., WebEx) as determined by the CAM.

The Recipient shall:

- Prepare and submit a *CPR Report* for each CPR meeting that: (1) discusses the progress of the Agreement toward achieving its goals and objectives; and (2) includes recommendations and conclusions regarding continued work on the project. **For the avoidance of doubt, Recipient will not include in the CPR Reports any individual or detailed data.**
- Attend the CPR meeting.
- Present the CPR Report and any other required information at each CPR meeting.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient's input.
- Send the Recipient a *CPR Agenda* with a list of expected CPR participants in advance of the CPR meeting. If applicable, the agenda will include a discussion of match funding and permits.
- Conduct and make a record of each CPR meeting. Provide the Recipient with a schedule for providing a Progress Determination on continuation of the project.
- Determine whether to continue the project, and if so whether modifications are needed to the tasks, schedule, products, or budget for the remainder of the Agreement. If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Deputy Director of the Energy Research and Development Division.
- Provide the Recipient with a *Progress Determination* on continuation of the project, in accordance with the schedule. The Progress Determination may include a requirement that the Recipient revise one or more products.

Recipient Products:

- CPR Report(s)

CAM Products:

- CPR Agenda
- Progress Determination

Subtask 1.4 Final Meeting

The goal of this subtask is to complete the closeout of this Agreement.

The Recipient shall:

- Meet with CEC staff to present project findings, conclusions, and recommendations. The

Exhibit A Scope of Work

final meeting must be completed during the closeout of this Agreement. This meeting will be attended by the Recipient and CAM, at a minimum. The meeting may occur in person or by electronic conferencing (e.g., WebEx), with approval of the CAM.

The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be divided into two separate meetings at the CAM's discretion.

- The technical portion of the meeting will involve the presentation of findings, conclusions, and recommended next steps (if any) for the Agreement. The CAM will determine the appropriate meeting participants.
- The administrative portion of the meeting will involve a discussion with the CAM and the CAO of the following Agreement closeout items:
 - Disposition of any procured equipment.
 - The CEC's request for specific "generated" data (not already provided in Agreement products **and excluding any data on an individual level**).
 - Need to document the Recipient's disclosure of "subject inventions" developed under the Agreement.
 - "Surviving" Agreement provisions such as repayment provisions and confidential products.
 - Final invoicing and release of retention.
- Prepare a *Final Meeting Agreement Summary* that documents any agreement made between the Recipient and Commission staff during the meeting.
- Prepare a *Schedule for Completing Agreement Closeout Activities*.
- Provide copies of *All Final Products* on a USB memory stick, organized by the tasks in the Agreement.

Products:

- Final Meeting Agreement Summary (*if applicable*)
- Schedule for Completing Agreement Closeout Activities
- All Final Products

REPORTS AND INVOICES

Subtask 1.5 Progress Reports and Invoices

The goals of this subtask are to: (1) periodically verify that satisfactory and continued progress is made towards achieving the project objectives of this Agreement; and (2) ensure that invoices contain all required information and are submitted in the appropriate format.

The Recipient shall:

- Submit a ~~monthly~~ **quarterly** *Progress Report* to the CAM. Each progress report must:
 - Summarize progress made on all Agreement activities as specified in the scope of work for the preceding month, including accomplishments, problems, milestones, products, schedule, fiscal status, and an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. See the Progress Report Format Attachment for the recommended specifications.
- **The Progress Reports will not include any individual data.**
- Submit a ~~monthly or~~ quarterly *Invoice* that follows the instructions in the "Payment of Funds" section of the terms and conditions, including a financial report on Match Funds and in-state expenditures.

Products:

- Progress Reports
- Invoices

Exhibit A Scope of Work

Subtask 1.6 Final Report

The goal of this subtask is to prepare a comprehensive Final Report that describes the original purpose, approach, results, and conclusions of the work performed under this Agreement. When creating the Final Report Outline and the Final Report, the Recipient must use the CEC Style Manual provided by the CAM.

Subtask 1.6.1 Final Report Outline

The Recipient shall:

- Prepare a *Final Report Outline* in accordance with the *Energy Commission Style Manual* provided by the CAM.

Recipient Products:

- Final Report Outline (draft and final)

CAM Product:

- Energy Commission Style Manual
- Comments on Draft Final Report Outline
- Acceptance of Final Report Outline

Subtask 1.6.2 Final Report

The Recipient shall:

- Prepare a *Final Report* for this Agreement in accordance with the approved Final Report Outline, Energy Commission Style Manual, and Final Report Template provided by the CAM with the following considerations:
 - Ensure that the report includes the following items, in the following order:
 - Cover page (**required**)
 - Credits page on the reverse side of cover with legal disclaimer (**required**)
 - Acknowledgements page (optional)
 - Preface (**required**)
 - Abstract, keywords, and citation page (**required**)
 - Table of Contents (**required**, followed by List of Figures and List of Tables, if needed)
 - Executive summary (**required**)
 - Body of the report (**required**)
 - References (if applicable)
 - Glossary/Acronyms (If more than 10 acronyms or abbreviations are used, it is required.)
 - Bibliography (if applicable)
 - Appendices (if applicable) (Create a separate volume if very large.)
 - Attachments (if applicable)
- Submit a draft of the Executive Summary to the TAC for review and comment.
- Develop and submit a *Summary of TAC Comments* received on the Executive Summary. For each comment received, the Recipient will identify in the summary the following:
 - Comments the Recipient proposes to incorporate.
 - Comments the Recipient does propose to incorporate and an explanation for why.
- Submit a draft of the report to the CAM for review and comment. The CAM will provide written comments to the Recipient on the draft product within 15 days of receipt.
- Incorporate all CAM comments into the *Final Report*. If the Recipient disagrees with any

Exhibit A Scope of Work

comment, provide a *Written Responses to Comments* explaining why the comments were not incorporated into the final product.

- Submit the revised *Final Report* electronically with any Written Responses to Comments within 10 days of receipt of CAM's Written Comments on the Draft Final Report, unless the CAM specifies a longer time period or approves a request for additional time.
- **The Final Report may include aggregate data; provided, however, Recipient will not include any individual or detailed data from partner OEMs.**

Products:

- Summary of TAC Comments
- Draft Final Report
- Written Responses to Comments (*if applicable*)
- Final Report

CAM Product:

- Written Comments on the Draft Final Report

MATCH FUNDS, PERMITS, AND SUBCONTRACTS

Subtask 1.7 Match Funds

The goal of this subtask is to ensure that the Recipient obtains any match funds planned for this Agreement and applies them to the Agreement during the Agreement term.

While the costs to obtain and document match funds are not reimbursable under this Agreement, the Recipient may spend match funds for this task. The Recipient may only spend match funds during the Agreement term, either concurrently or prior to the use of CEC funds. Match funds must be identified in writing, and the Recipient must obtain any associated commitments before incurring any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a *Match Funds Status Letter* that documents the match funds committed to this Agreement. 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 this 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 cash match funds, their source(s) (including a contact name, address, and telephone number), and the task(s) to which the match funds will be applied.
 - The amount of each in-kind contribution, a description of the contribution type (e.g., property, services), the documented market or book value, the 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 must identify its owner and provide a contact name, address, telephone number, and the address where the property is located.
 - If different from the solicitation application, provide a letter of commitment from an authorized representative of each source of match funding that the funds or contributions have been secured.
- At the Kick-off meeting, discuss match funds and the impact on the project if they are significantly reduced or not obtained as committed. If applicable, match funds will be

Exhibit A Scope of Work

included as a line item in the progress reports and will be a topic at CPR meetings.

- Provide a *Supplemental Match Funds Notification Letter* to the CAM of receipt of additional match funds.
- Provide a *Match Funds Reduction Notification Letter* to the CAM if existing match funds are reduced during the course of the Agreement. Reduction of match funds may trigger a CPR meeting.

Products:

- Match Funds Status Letter
- Supplemental Match Funds Notification Letter (*if applicable*)
- Match Funds Reduction Notification Letter (*if applicable*)

Subtask 1.8 Permits

The goal of this subtask 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, with the exception of costs incurred by University of California recipients. Permits must be identified and obtained before the Recipient may incur any costs related to the use of the permit(s) for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a *Permit Status Letter* that documents the permits required to conduct this Agreement. If no permits are required at the start of this Agreement, then state this in the letter. If permits will be required during the course of the Agreement, provide in the letter:
 - A list of the permits that identifies: (1) the type of permit; and (2) the name, address, and telephone number of the permitting jurisdictions or lead agencies.
 - The schedule the Recipient will follow in applying for and obtaining the permits.

The list of permits and the schedule for obtaining them will be discussed at the Kick-off meeting (subtask 1.2), and a timetable for submitting the updated list, schedule, and copies of the permits will be developed. The impact on the project 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 progress reports and will be a topic at CPR meetings.

- If during the course of the Agreement additional permits become necessary, then provide the CAM with an *Updated List of Permits* (including the appropriate information on each permit) and an *Updated Schedule for Acquiring Permits*.
- Send the CAM a *Copy of Each Approved Permit*.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 days. Either of these events may trigger a CPR meeting.

Products:

- Permit Status Letter
- Updated List of Permits (*if applicable*)
- Updated Schedule for Acquiring Permits (*if applicable*)
- Copy of Each Approved Permit (*if applicable*)

Subtask 1.9 Subcontracts

The goals of this subtask are to: (1) procure subcontracts required to carry out the tasks under this Agreement; and (2) ensure that the subcontracts are consistent with the terms and conditions of this Agreement.

Exhibit A Scope of Work

The Recipient shall:

- Manage and coordinate subcontractor activities in accordance with the requirements of this Agreement.
- Incorporate this Agreement by reference into each subcontract.
- Include any required Energy Commission flow-down provisions in each subcontract, in addition to a statement that the terms of this Agreement will prevail if they conflict with the subcontract terms.
- If required by the CAM, submit a draft of each *Subcontract* required to conduct the work under this Agreement.
- Submit a final copy of each executed subcontract.
- Notify and receive written approval from the CAM prior to adding any new subcontractors (see the discussion of subcontractor additions in the terms and conditions).

Products:

- Subcontracts (*draft if required by the CAM*)

TECHNICAL ADVISORY COMMITTEE

Subtask 1.10 Technical Advisory Committee (TAC)

The goal of this subtask is to create an advisory committee for this Agreement. The TAC should be composed of diverse professionals. The composition will vary depending on interest, availability, and need. TAC members will serve at the CAM's discretion. The purpose of the TAC is to:

- Provide guidance in project direction. The guidance may include scope and methodologies, timing, and coordination with other projects. The guidance may be based on:
 - Technical area expertise;
 - Knowledge of market applications; or
 - Linkages between the agreement work and other past, present, or future projects (both public and private sectors) that TAC members are aware of in a particular area.
- Review products and provide recommendations for needed product adjustments, refinements, or enhancements.
- Evaluate the tangible benefits of the project to the state of California, and provide recommendations as needed to enhance the benefits.
- Provide recommendations regarding information dissemination, market pathways, or commercialization strategies relevant to the project products.
- Help set the project team's goals and contribute to the development and evaluation of its statement of proposed objectives as the project evolves.
- Provide a credible and objective sounding board on the wide range of technical and financial barriers and opportunities.
- Help identify key areas where the project has a competitive advantage, value proposition, or strength upon which to build.
- Advocate, to the extent the TAC members feel is appropriate, on behalf of the project in its effort to build partnerships, governmental support and relationships with a national spectrum of influential leaders.
- Ask probing questions that insure a long-term perspective on decision-making and progress toward the project's strategic goals.

The TAC may be composed of qualified professionals spanning the following types of disciplines:

Exhibit A Scope of Work

- Researchers knowledgeable about the project subject matter;
- Members of trades that will apply the results of the project (e.g., designers, engineers, architects, contractors, and trade representatives);
- Public interest market transformation implementers;
- Product developers relevant to the project;
- U.S. Department of Energy research managers, or experts from other federal or state agencies relevant to the project;
- Public interest environmental groups;
- Utility representatives;
- Air district staff; and
- Members of relevant technical society committees.

The Recipient shall:

- Prepare a *List of Potential TAC Members* that includes the names, companies, physical and electronic addresses, and phone numbers of potential members. The list will be discussed at the Kick-off meeting, and a schedule for recruiting members and holding the first TAC meeting will be developed.
- Recruit TAC members. Ensure that each individual understands member obligations and the TAC meeting schedule developed in subtask 1.11.
- Prepare a *List of TAC Members* once all TAC members have committed to serving on the TAC.
- Submit *Documentation of TAC Member Commitment* (such as Letters of Acceptance) from each TAC member.

Products:

- List of Potential TAC Members
- List of TAC Members
- Documentation of TAC Member Commitment

Subtask 1.11 TAC Meetings

The goal of this subtask is for the TAC to provide strategic guidance for the project by participating in regular meetings, which may be held via teleconference.

The Recipient shall:

- Discuss the TAC meeting schedule with the CAM at the Kick-off meeting. Determine the number and location of meetings (in-person and via teleconference) in consultation with the CAM.
- Prepare a *TAC Meeting Schedule* that will be presented to the TAC members during recruiting. Revise the schedule after the first TAC meeting to incorporate meeting comments.
- Prepare a *TAC Meeting Agenda* and *TAC Meeting Back-up Materials* for each TAC meeting.
- Organize and lead TAC meetings in accordance with the TAC Meeting Schedule. Changes to the schedule must be pre-approved in writing by the CAM.
- Prepare *TAC Meeting Summaries* that include any recommended resolutions of major TAC issues.

The TAC shall:

- Help set the project team's goals and contribute to the development and evaluation of its statement of proposed objectives as the project evolves.

Exhibit A Scope of Work

- Provide a credible and objective sounding board on the wide range of technical and financial barriers and opportunities.
- Help identify key areas where the project has a competitive advantage, value proposition, or strength upon which to build.
- Advocate on behalf of the project in its effort to build partnerships, governmental support and relationships with a national spectrum of influential leaders.
- Ask probing questions that insure a long-term perspective on decision-making and progress toward the project's strategic goals.
- Review and provide comments to proposed project performance metrics.
- Review and provide comments to proposed project Draft Technology Transfer Plan.

Products:

- TAC Meeting Schedule (draft and final)
- TAC Meeting Agendas (draft and final)
- TAC Meeting Back-up Materials
- TAC Meeting Summaries

Subtask 1.12 Project Performance Metrics

The goal of this subtask is to finalize key performance targets for the project based on feedback from the TAC and report on final results in achieving those targets. The performance targets should be a combination of scientific, engineering, techno-economic, and/or programmatic metrics that provide the most significant indicator of the research or technology's potential success.

The Recipient shall:

- Complete and submit the project performance metrics from the *Initial Project Benefits Questionnaire*, developed in the Evaluation of Project Benefits task, to the CAM.
- Present the draft project performance metrics at the first TAC meeting to solicit input and comments from the TAC members.
- Develop and submit a *TAC Performance Metrics Summary* that summarizes comments received from the TAC members on the proposed project performance metrics. The TAC Performance Metrics Summary will identify:
 - TAC comments the Recipient proposes to incorporate into the *Initial Project Benefits Questionnaire*, developed in the Evaluation of Project Benefits task.
 - TAC comments the Recipient does not propose to incorporate with and explanation why.
- Develop and submit a *Project Performance Metrics Results* document describing the extent to which the Recipient met each of the performance metrics in the *Final Project Benefits Questionnaire*, developed in the Evaluation of Project Benefits task.
- Discuss the *Project Performance Metrics Results* at the Final Meeting.

Products:

- TAC Performance Metrics Summary
- Project Performance Metrics Results

IV. TECHNICAL TASKS

*Products that require a draft version are indicated by marking “(draft and final)” after the product name in the “Products” section of the task/subtask. If “(draft and final)” does not appear after the product name, only a final version of the product is required. **Subtask 1.1 (Products)** describes the procedure for submitting products to the CAM.*

Exhibit A Scope of Work

TASK 2: FINALIZE PROGRAM DESIGN AND IMPLEMENTATION STRATEGY

The goal of this task is to work with the project partners to jointly develop a detailed plan for including up to 7,000 new and existing electricity **connected** devices in a demonstration of the recipient's advanced load flexibility management platform with at least 4 MW of flexible capacity.

The Recipient shall:

- Develop the necessary mechanisms to deliver incentives to all participants, including LMI customers
- Collaborate with participating electricity device original equipment manufacturer (OEMs) to develop plans for delivering incentives to their existing customers
- Finalize financial contract with a scheduling coordinator to provide compensation for the grid services generated based on electricity devices included in the demonstration of the Recipient's advanced load flexibility management platform
- Identify how to strategically recruit electricity customers to include new and existing electricity devices in various target locations in each participating ratepayer service territory, including a plan for distribution of incentives.
- Create detailed marketing plan including choosing outreach platforms
- Prepare *Program Design Document* that includes but is not limited to:
 - Introduction to customer recruitment strategy
 - Geographic locations for strategic recruitment
 - Marketing plan details
- **The Program Design Document may include aggregate data; provided, however, Recipient will not include any individual or detailed data from partner OEMs.**

Products:

- Program Design Document (draft and final)

TASK 3: COMMUNITY ENGAGEMENT AND OUTREACH AND DEVICE DEPLOYMENT

The goal of this task is to recruit customers with up to 7,000 new and existing electricity **connected** devices that provide up to 4 MW of flexible grid capacity, including up to 2,000 electricity **connected** devices providing value to LMI customers. This task includes payment for installation of new electricity **connected** devices and payment of incentives for participation. Electricity **Connected** devices suitable for residential load flexibility will be included, such as smart Wi-Fi thermostats, electric vehicles (or electric vehicle chargers), and batteries, smart plugs, Mello smart thermostat retrofits for existing electric resistance water heaters, and existing mini-split air conditioners, as well as electric vehicle chargers and electricity storage battery systems.

The Recipient shall:

- **Conduct marketing and outreach to incentivize the enrollment of new and existing wifi thermostats, electric vehicles (or electric vehicle chargers), and batteries. Recipient will coordinate digital marketing campaigns that leverage device manufacturer-owned channels and internal marketing resources, and will leverage Community Based Organization Outreach and Installation where practical to drive participation from the LMI customer population.**
- Finalize the Nimble customer engagement app and customize to support new and existing California electricity devices participating in this project, such as smart thermostats, smart plugs, Mello smart thermostat retrofits for existing electric resistance water heaters, and existing mini-split air conditioners, as well as electric vehicle chargers and electricity storage battery systems.

Exhibit A Scope of Work

- ~~● Conduct marketing and outreach~~
- ~~● Implement three program structures with our partners:~~
 - ~~○ Direct Ship Program~~
 - ~~○ OEMs for Existing Devices~~
 - ~~○ Community Based Organization Outreach and Installation program~~
- Install new devices and connect existing devices to **Recipient's load flexibility platform.**
~~Nimble platform~~
- Provide **up-front enrollment** ~~midstream~~ incentives and customer **ongoing** incentives for **continued customer** participation.
- Document progress in a *Quarterly Deployment Report* that describes how many new electricity devices have been installed, how many existing electricity devices have been included, and how many total kW of load flexibility have been connected to the Recipient's load flexibility management platform, as well as information on the incentives dispersed. **Data presented in the Quarterly Deployment Report will be presented on an aggregate level.**
- Tabulate data separately for AB 523 disadvantaged communities, AB 523 low-income communities, Native American Tribal communities, and other California communities, including:
 - Number of new electricity devices installed
 - Number of existing electricity devices included
 - kW of flexibility connected to the Recipient's load flexibility management platform
- Prepare *CPR Report #1* in accordance with subtask 1.3 (CPR Meetings).
- Participate in a CPR meeting.

Products:

- Quarterly Deployment Report
- CPR Report #1

TASK 4: DELIVERY OF ADVANCED GRID SERVICES

The goal of this task is to provide peak reduction, carbon arbitrage, and energy arbitrage grid services to CAISO via a scheduling coordinator, with the objective of obtaining at least 4 MW of total flexible capacity.

The Recipient shall:

- Finalize and test connectivity between the Nimble **load flexibility** software and partner OEMs.
- Develop the API connectivity between Nimble **the load flexibility platform** and scheduling coordinator.
- Provide peak demand reduction services to CAISO via a scheduling coordinator and include results in *Quarterly Grid Services Report*.
- Provide energy arbitrage services to CAISO via a scheduling coordinator and include results in *Quarterly Grid Services Report*
- Demonstrate **Draft design of a** carbon arbitrage service and **that would** provide information about carbon savings to customers and include results **draft solution architecture** in *Quarterly Grid Services Report*.
- Prepare a *Quarterly Grid Services Report* in coordination with scheduling coordinator on the amount and value of grid services delivered, including:
 - Peak reduction services to CAISO
 - Energy arbitrage services to CAISO
 - Information **Product brief (solution design) outlining the information that**

Exhibit A Scope of Work

could be provided to customers about carbon savings resulting from the carbon arbitrage services provided to CAISO.

- **Data presented in the Quarterly Grid Services Report will be presented on an aggregate level.**
- Prepare *CPR Report #2* in accordance with subtask 1.3 (CPR Meetings).
- Participate in a CPR meeting.

Products:

- Quarterly Grid Services Report
- CPR Report #2

TASK 5: MEASUREMENT & VERIFICATION

The goal of this task is to provide measurement & verification of the grid services, customer savings, and carbon reduction benefits generated by the project deployment.

The Recipient shall:

- Finalize metrics
- Ensure that the metrics will be tracked and verified
- Collect deployment data via our outreach partners
- Collect grid services data in partnership with a scheduling coordinator
- Produce preliminary Measurement & Verification (M&V) reports and raw data, along with documentation of the calculation methods. **Data presented in the M&V Report will be presented on an aggregate level.**
- Tabulate data separately for AB 523 disadvantaged communities, AB 523 low-income communities, Native American Tribal communities, and other California communities.
- Deliver draft and final *M&V Report*
 - Grid services identified in Task 4
 - Customer savings
 - Carbon reduction

Products:

- M&V Report (draft and final)

TASK 6: EVALUATION OF PROJECT BENEFITS

The goal of this task is to report the benefits resulting from this project.

The Recipient shall:

- Complete the *Initial Project Benefits Questionnaire*. The *Initial Project Benefits Questionnaire* shall be initially completed by the Recipient with 'Kick-off' selected for the 'Relevant data collection period' and submitted to the CAM for review and approval.
- Complete the Annual Survey by December 15 of each year. The Annual Survey includes but is not limited to the following information:
 - Technology commercialization progress
 - New media and publications
 - Company growth
 - Follow-on funding and awards received
- Complete the *Final Project Benefits Questionnaire*. The *Final Project Benefits Questionnaire* shall be completed by the Recipient with 'Final' selected for the 'Relevant data collection period' and submitted to the CAM for review and approval.

Exhibit A Scope of Work

- Respond to CAM questions regarding the questionnaire drafts.
- Complete and update the project profile on the CEC's public online project and recipient directory on the Energize Innovation website (www.energizeinnovation.fund), and provide *Documentation of Project Profile on EnergizeInnovation.fund*, including the profile link.
- If the Prime Recipient is an Innovation Partner on the project, complete and update the organizational profile on the CEC's public online project and recipient directory on the Energize Innovation website (www.energizeinnovation.fund), and provide *Documentation of Organization Profile on EnergizeInnovation.fund*, including the profile link.

Products:

- Initial Project Benefits Questionnaire
- Annual Surveys
- Final Project Benefits Questionnaire
- Documentation of Project Profile on EnergizeInnovation.fund
- Documentation of Organization Profile on EnergizeInnovation.fund

TASK 7: TECHNOLOGY/KNOWLEDGE TRANSFER ACTIVITIES

The goal of this task is to conduct activities that will accelerate the commercial adoption of the technology being supported under this agreement. Eligible activities include, but are not limited to, the following:

- Scale-up analysis including manufacturing analysis, independent design verification, and process improvement efforts.
- Technology verification testing, or application to a test bed program located in California.
- Legal services or licensing to secure necessary intellectual property to further develop the technology
- Market research, business plan development, and cost-performance modeling.
- Entry into an incubator or accelerator program located in California.

The Recipient Shall:

- Develop and submit a *Technology Transfer Plan (Draft/Final)* that identifies the proposed activities the Recipient will conduct to accelerate the successful commercial adoption of the technology.
- Present the *Draft Technology Transfer Plan* to the TAC for feedback and comments.
- Develop and submit a *Summary of TAC Comments* that summarizes comments received from the TAC members on the *Draft Technology Transfer Plan*. This document will identify:
 - TAC comments the Recipient proposes to incorporate into the *Final Technology Transfer Plan*.
 - TAC comments the Recipient does not propose to incorporate with and explanation why.
- Submit the *Final Technology Transfer Plan* to the CAM for approval.
- Implement activities identified in *Final Technology Transfer Plan*.
- Develop and submit a *Technology Transfer Summary Report (Draft/Final)* that includes high level summaries of the activities, results, and lessons learned of tasks performed relating to implementing the *Final Technology Transfer Plan*. **Data**

Exhibit A Scope of Work

included in the Final Technology Transfer Plan will be presented on an aggregate level. This report should not include any proprietary information.

- When directed by the CAM, develop presentation materials for an CEC- sponsored conference/workshop(s) on the project.
- When directed by the CAM, participate in annual EPIC symposium(s) sponsored by the CEC.
- Provide at least (6) six *High Quality Digital Photographs* (minimum resolution of 1300x500 pixels in landscape ratio) of pre and post technology installation at the project sites or related project photographs.

Products:

- Technology Transfer Plan (Draft/Final)
- Summary of TAC Comments
- Technology Transfer Summary Report (Draft/Final)
- High Quality Digital Photographs

V. PROJECT SCHEDULE

Please see the attached Excel spreadsheet.