**Attachment 9b**

Special Terms & Conditions

1. **Phase 1 Award Amount.** This grant agreement is for [INSERT PHASE 1 DOLLAR AMOUNT].
2. **Phase 2 Potential Additional Funds.** Additional funding up to [INSERT PHASE 2 DOLLAR AMOUNT; IF NO PHASE 2 PROPOSED, DO NOT USE THESE SPECIAL TERMS] may be available to the Recipient, contingent on both availability of funds and achieving Performance Metrics. CEC, in its sole and absolute discretion, will determine if the Performance Metrics have been achieved.
3. **Performance Metrics.** If data reporting from the Recipient’s customer deployments made with the original Phase 1 Award Amount meets all four Performance Metrics below, as determined by the CEC in its sole and absolute discretion, then the project may be eligible for the Phase 2 Potential Additional Funds. Projects not meeting all four metrics below are not eligible for the Phase 2 Potential Additional Funds. Recipients who did not originally apply for Phase 2 funding are not eligible for Phase 2 Potential Additional Funds.
   1. Recipient has completed at least 7 months of data collection and reporting for at least 75 percent of the originally planned Phase 1 deployments with customers on dynamic rates.
   2. Phase 1 data reporting indicates one (or more) of the following:
4. Dynamic rate bill savings: For at least 6 of the most recent 7 months, at least 75 percent of the installed customers on dynamic rates are reporting lower average electricity prices ($/kWh) for their charging on their dynamic rate than they would be reporting under the otherwise applicable (non-dynamic) default rate;
5. Off peak integration: For at least 75 percent of the installed customers on dynamic rates, less than 5 percent of charging energy is consumed between 4 p.m. to 9 p.m. and at least 20 percent of charging energy is consumed between 7 a.m. to 3 p.m. for at least 6 of the most recent 7 months (this latter window is expanded to 3 a.m. to 3 p.m. for June- through October);
6. Bidirectional charging:Applicant has completed at least 7 months of data collection and reporting for at least 75 percent of the originally planned bidirectional charging customer deployments. For at least 75 percent of these deployments, the customer has exported power from the vehicle (islanded or grid-interactive load reductions) on at least 10 separate instances for at least 30 minutes per instance. At least 4 of these instances must have occurred in response to a grid emergency event signal (these include Emergency Load Reduction Program events, Demand Side Grid Support Program events, CAISO Energy Emergency Alerts, critical peak pricing events if the customer’s rate uses critical peak pricing, and any hour when the customer’s electricity rate exceeds $1/kWh).

* 1. Match funding is being spent at a pace commensurate with reimbursable funding.
  2. As determined by the CAM, there are no project concerns including but not limited to lack of responsiveness from the Recipient and/or project team, reductions to the scope of work, inability to complete the scope of work within the agreement term, and inconsistent or incorrect data reporting.

1. **Recipient must notify Commission Agreement Manager when it believes it has achieved Performance Metrics.** If the Recipient believes their project has achieved the Performance Metrics, it is incumbent on the Recipient to notify the Commission Agreement Manager (CAM) of that achievement. The CAM will review appropriate documentation and data reporting to confirm the project’s Phase 2 eligibility. The CAM will separately confirm that CEC funding is available. If the CAM confirms both that the project is eligible for Phase 2 and that funding is available, the Recipient must work with the CAM to amend the project budget to incorporate expenses for activities to be funded by the Potential Additional Funds.
2. **Phase 2 Potential Additional Funds’ availability is contingent on CEC’s budget availability.** In issuing the solicitation for this Agreement, CEC is not certain that funds, including those for Phase 2 for any applicant, will be available to it. Availability of funds awarded by CEC are contingent upon fiscal appropriations by the State Legislature.
3. **Phase 2 Potential Additional Funds will be awarded on a first-come, first-served basis.** Even if a grant agreement is originally approved by the CEC for up to a certain amount, the Phase 2 funding, in addition to the other restrictions specified in these Special Terms and Conditions, will be available on a first-come, first-served basis. For example, a Recipient could achieve all Performance Metrics, and still not be awarded Phase 2 funding if Phase 2 funding has already been exhausted by other Recipients.
4. **Priority of these Special Terms.** In the event of any conflict or inconsistency between these Special Terms and Conditions and any other terms in this Agreement, these Special Terms and Conditions shall prevail.
5. **Severability.** If any provision of these Special Terms and Conditions is invalid, the remainder of the provisions shall not be affected.