EXHIBIT F
Conflict of Interest

These Special Terms and Conditions prevail over any conflicting terms in this Agreement RFP-25-801 *Energy Efficiency Technical Support 2026*, (Agreement) between *[CAO enter Contractor's name]* (Contractor) and the California Energy Commission (Energy Commission), of which this Exhibit is a part, including the General Terms and Conditions.

1. Applicability of Laws and Definitions.
    a. Contractor agrees that California conflict of interest laws, including but not limited to Government Code sections 81000 *et seq*. and 1090 *et seq*., apply to Contractor, its subcontractors and project partners, and their employees under this Agreement.
    b. The term "subcontractor" in this Exhibit F means not only the direct subcontractors to Contractor but also any lower tier level of subcontractor (e.g., sub-subcontractors, sub-sub-subcontractors, etc.).
    c. Unless specifically otherwise provided, the term "employees" or "their employees" as used in this Exhibit F, means the employees of the Contractor, subcontractors, and project partners.
    d. The phrase "working under this Agreement" and similar phrases in this Exhibit F include work by Contractor, subcontractors, project partners, and their employees.

2. Contractor's Responsibility for Compliance. Contractor shall avoid, and shall ensure all subcontractors, project partners, and their employees avoid, all conflicts of interest in the performance of this Agreement. Contractor, subcontractors, project partners, and their employees are responsible for compliance with California conflict of interest laws, including but not limited to Government Code sections 81000 *et seq*. (Political Reform Act) and 1090 *et seq*., as well as all other applicable laws, ordinances, regulations, and standards.
    a. Contractor shall make subcontractors, project partners, and their employees aware of the provisions in the Political Reform Act and in this Exhibit, and shall enforce them. Contractor shall ensure that these provisions are included in all subcontracts and agreements with project partners, and shall enforce them.

    b. Contractor understands and agrees that every individual qualifying as a "consultant" under the Political Reform Act has an ongoing duty to avoid conflicts of interest and is personally liable for penalties.

    c. Individuals Designated as Consultants. All employees working on Tasks 2 – 5 are "consultants" assigned to Disclosure Category 1. A description of the disclosure categories in Title 20 California Code of Regulations sections 2401 and 2402 is located at: https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IDD8BD5705CCE11EC9220000D3A7C4BC3. Consultants are subject to the requirements and restrictions of the Political

Reform Act, and shall file an original Form 700 with the Energy Commission (See Government Code sections 82019 and 87302), except those employees working in strictly administrative job classifications. Contractor and the Commission Agreement Manager may work together to narrow the list of consultants as job duties are more specifically defined. The following job classification is strictly administrative: Accountant.

Employees working only on strictly administrative tasks, including Task 1.1 - 1.6 are not consultants and do not need to file a Form 700 unless directed to do so by the Energy Commission.

d. Contractor is responsible for having consultants complete Form 700s and Contractor is responsible for reviewing each Form 700 at multiple points: 1) within 30 business days from the date a consultant begins work under the Agreement; 2) at least every twelve months until the Agreement end date; and 3) within 30 days of the end date of the Agreement or after the consultant ends their work under the Agreement. These points of review will ensure that each employee, subcontractor, and project partner has considered their relationship with the Contractor and other project entities, as such entities are subject to change over the life of the project.

e. Contractor is responsible for ensuring that consultants complete the online ethics training within six months of beginning work under this Agreement, and at least once every two years thereafter, as required by Government Code section 11146 *et seq*. The training is provided by the Fair Political Practices Commission and the California Office of the Attorney General and is available at https://oag.ca.gov/ethics/course. Contractor shall provide records to the Energy Commission Filing Officer indicating each consultant's name, job classification, and date of completion of the course.

f. Failure to file a Form 700, or failure to meet training requirements of Government Code 11146 *et seq.*, can result in automatic daily fines and other consequences.

3. Reservation of Right to Require Form 700 from Any Employee. The Energy Commission reserves the right to require any individual working under this Agreement to file Form 700s.

4. Form 700. Each individual designated as a consultant under this Agreement (see section 2.c. of this exhibit), or other individual required by the Energy Commission to do so, shall file a Form 700.
   a. Form 700s shall be (i) submitted electronically at https://CEC.southtechhosting.com/eDisclosure/ or (ii) filed in person at, or mailed to, the following address (e-mails and faxes are not acceptable):
   Energy Commission Filing Officer – Form 700 Filing
   Selection & Equal Employment Opportunity Office
   715 P St., MS 52

Sacramento, CA 95814

b. A Form 700 must be filed at the times required under the Political Reform Act, which include the following:
    i. Assuming Office Statement. Must be filed within 30 days of beginning work under the Agreement. Beginning work means when the employee actually performs work under the Agreement; it does not mean the start date of the Agreement unless the employee starts work on the start date.
    ii. Annual Statement. Must be filed annually, no later than April 1.
    iii. Leaving Office Statement. Must be filed within 30 days of ceasing to perform work under the Agreement (e.g., removed as a subcontractor, completion of assigned tasks) or within 30 days after the Agreement ends.

c. Failure to file the Form 700 when required can result in automatic daily fines and other consequences.

d. When completing the Form 700, each consultant must disclose financial interests that fit within the disclosure categories assigned to them (see section 2.c. of this exhibit). A description of the disclosure categories is set forth in the Energy Commission's Conflict of Interest Code at Cal. Code Regs., tit. 20, § 2402.

5. Form 805. Contractor shall:
    a. Provide the CAM with a Fair Political Practices Commission Form 805, Agency Report of Consultant, within 5 days of the Agreement start date. Form 805 is available at: http://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Agency%20Reports/805.pdf.
        i. The Contractor shall complete Section 2, Firm Information.
        ii. Under Section 3, Consultant Information, the Contractor shall write the name, job classification and email address for every employee working on Tasks 2 – 5, along with the date that individual began work on the Agreement.
        iii. The Contractor shall leave the remaining parts of the Form 805 blank.
    b. Within 30 days of the Contractor's submittal of the Form 805, the CAM may return the completed Form 805 to the Contractor for use in completing the Form 700(s). In the event the Form 805 is not returned by the CAM to the Contractor before an individual's Assuming Office Form 700 is due, the individual shall report under the broadest disclosure of the Energy Commission's Conflict of Interest Code at Cal. Code Regs., tit. 20, § 2402 which is Category 1.
    c. Submit to the CAM an amended Form 805 whenever a new consultant begins work under the Agreement, or whenever a consultant ceases to perform work under the Agreement, within 5 days after the consultant begins or ceases work.

6. Restrictions on Outside Work.
    a. Prohibition on Participating in or Sharing Information about Energy Commission Funding Opportunities.

Under this Agreement, if the Contractor, subcontractors, or project partners assist the Energy Commission to develop agreements, develop competitive solicitations or score applications, then the Contractor, subcontractors, project partners, and their employees are prohibited from participating and agree not to participate (e.g., through development of an application, as an applicant, subcontractor, or match-fund partner), in any Energy Commission solicitation or other funding opportunity that solicits or includes work that is related to work done under this Agreement. Except with prior written permission of the CAM, the Contractor, subcontractors, project partners, and their employees shall not share any non-public information about applicants, applications, solicitations, other funding mechanisms, or any other non-public information related to Energy Commission funding opportunities with any other person or entity.

b. Contractor, Subcontractor and Project Partner Financial Interests.
The Contractor, subcontractors, project partners and their employees shall not negotiate, make arrangements, or enter into any other agreement or working relationship with an individual or entity who is interested in or is likely to be interested in analytical methods for forecasting energy efficiency savings mandated by Senate Bill 350 (SB 350, De León, Chapter 547, Statutes of 2015); tracking energy efficiency savings from market-based activities; electrification and greenhouse gas (GHG) emissions; end users' response to decarbonization efforts; demand response and demand flexibility analysis; or developing a common platform for long term statewide energy demand scenarios under this Agreement.

If such an agreement or working relationship began prior to and exists at the start of this Agreement, the Contractor, subcontractor, project partner, or their employees shall complete the agreement or working relationship as soon as possible. And during the pendency of the pre-existing relationship or working relationship, the Contractor, subcontractor, project partner, or their employees shall not provide advice or guidance to the individual or entity regarding analytical methods for forecasting energy efficiency savings mandated by Senate Bill 350 (SB 350, De León, Chapter 547, Statutes of 2015); tracking energy efficiency savings from market-based activities; electrification and greenhouse gas (GHG) emissions; end users' response to decarbonization efforts; demand response and demand flexibility analysis; or developing a common platform for long term statewide energy demand scenarios under this Agreement.

c. Restrictions Following Agreement Term.
All individuals identified as consultants are subject to restrictions of the Political Reform Act on post-governmental activity. Contractor shall ensure that all consultants are aware of these restrictions. Guidance published by the Fair Political Practices Commission on these restrictions can be found at: http://www.fppc.ca.gov/content/dam/fppc/NS-

Documents/TAD/Public%20Officials%20and%20Employees/Leaving_State_Employment.pdf

7. Avoidance of Appearance of Conflict. Contractor acknowledges that in governmental contracting even the appearance- or perception- of a conflict of interest can be harmful to the interests of the State. Thus, Contractor agrees to refrain from, and shall ensure subcontractors, project partners, and their employees refrain from, any practices, activities, or relationships that appear to conflict with obligations under this Agreement. In the event Contractor is uncertain whether the appearance of a conflict of interest may exist, Contractor shall submit to the CAM a written description of the relevant details, and shall avoid the activity in question until receiving written approval from the Energy Commission to carry out that activity.

8. Notification of Potential Problems. Contractor shall immediately inform the CAM of any potential problems in compliance with this Exhibit.

9. Flow-Down. Contractor shall flow-down the terms in this Exhibit to its subcontractors and project partners.

10. Section 8, Notification of Potential Problems, and to the extent applicable, all other terms in this Exhibit F survive the end of this Agreement.